



We acknowledge that we are gathering here on the traditional territory of the Secwépemc people, with whom we share these lands and where we live and work together.

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**Item**    **Description**

Page

**1. Call to Order**

- (a) Call to Order

**2. Approval of Agenda**

- (a) Approval of Agenda

***Recommendation: THAT the regular council meeting agenda for July 8, 2026 be approved as circulated.***

**3. Adoption of Minutes**

3 - 6

- (a) Adoption of Minutes - Regular Council Meeting June 24, 2026

***Recommendation: THAT the minutes of the regular council meeting held on June 24, 2026 be adopted.***

[Regular Council Meeting - 24 Jun 2026 - Minutes](#)

7 - 8

- (b) Adoption of Minutes - Special Council Meeting June 26, 2026

***Recommendation: THAT the minutes of the regular council meeting held on June 26, 2026 be adopted.***

[Special Council Meeting - 26 Jun 2026 - Minutes](#)

9 - 10

- (c) Adoption of Minutes - Special Council Meeting June 30, 2026

***Recommendation: THAT the minutes of the regular council meeting held on June 30, 2026 be adopted.***

[Special Council Meeting - 30 Jun 2026 - Minutes](#)

**4. Bylaws & Policies**

11 - 62

- (a) Revitalization Tax Exemption Amending Bylaw No. 1128, 2026

***Recommendation: THAT Revitalization Tax Exemption Amending Bylaw No. 1128, 2026 be adopted this 8th day of July 2026.***

[Staff Report - Revitalization Tax Exemption Amending Bylaw No. 1128, 2026](#)

[Revitalization Tax Exemption Amending Bylaw No. 1128, 2026](#)

[Revitalization Tax Exemption Bylaw No. 1059, 2024](#)

**5. Staff Reports**

- 63 - 72 (a) 26-DVP-007 (438 Maduik Avenue)

**Recommendation:** THAT District of Sicamous council authorize and issue Development Variance Permit 26-DVP-007 for the property located at 438 Maduik.

[Staff Report - 26-DVP-007 \(438 Maduik Avenue\)](#)

- 73 - 74 (b) Summer Council Meetings

**Recommendation:** THAT the Committee of the Whole meeting and Regular Council meeting scheduled on August 12, 2026, be cancelled due to varying summer schedules.

[Staff Report - Summer Council Meetings](#)

**6. Correspondence**

- 75 - 89 (a) Correspondence for Information  
[2026-07-08 Correspondence for Information](#)

**7. Committee & Regional District Reports**

- 90 - 97 (a) Internal Committees (For Information)  
[Interagency minutes-June 16,2026](#)

- 98 - 121 (b) External Committees (For Information)  
[Shuswap Watershed Council Meeting Summary June 10, 2026 DRAFT SD #83 - From the Board Meeting Highlights June 23, 2026](#)

- 122 - 134 (c) Columbia Shuswap Regional District (For Information)  
[CSRSD Regular Board Meeting Minutes May 21, 2026](#)

**8. Public Input Period**

- (a) Public Input (15 minutes)

**9. Adjournment**

- (a) Adjourn

**Recommendation:** THAT the regular council meeting for July 8, 2026 be adjourned, the time being...

**Council Present:** Mayor Colleen Anderson  
Councillor Ian Baillie  
Councillor Pam Beech  
Councillor Gord Bushell  
Councillor Bob Evans  
Councillor Malcolm Makayev (*online via videoconference*)  
Councillor Siobhan Rich

**Staff Present:** Dean Strachan, Chief Administrative Officer  
Shawna Koll, Director of Corporate Services  
Bianca Colonna, Director of Finance  
Nicole Hansen, Director of Development Services

**Gallery:** Four people were present in the gallery and five people participated via videoconference.

**1. Call to Order**

- (a) Call to Order

The meeting was called to order at 3:00 p.m. with Mayor Anderson presiding as Chair.

**2. Approval of Agenda**

- (a) Approval of Agenda

**Resolution # 26-128**

*THAT the regular council meeting agenda for June 24, 2026 be approved as circulated.*

**Carried**

**3. Adoption of Minutes**

- (a) Adoption of Minutes

**Resolution # 26-129**

*THAT the minutes of the regular council meeting held on June 10, 2026 be adopted.*

**Carried**

#### 4. In-Camera

- (a) Move In-Camera

**Resolution # 26-130**

*THAT council exercise its authority under the Community Charter and move in-camera under the following sections:*

- *90(1)(c) labour relations or other employee relations;*
- *90(1)(g) litigation or potential litigation affecting the municipality;*
- *90(2)(b)(i) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government, or both.*

**Carried**

#### 5. Bylaws & Policies

- (a) District of Sicamous Housing Agreement Bylaw No. 1126, 2026 (717 Kappel Street)

Staff gave an overview of the proposed housing agreement bylaw for 717 Kappel Street. After the discussion, the Council deemed that it needed more review.

**Resolution # 26-131**

*THAT District of Sicamous Housing Agreement Bylaw No. 1126, 2026 be given first, second and third reading this 24th day of June 2026.*

**Defeated**

- (b) Revitalization Tax Exemption Amending Bylaw No. 1128, 2026

Staff presented the revitalization tax exemption amending bylaw for first, second and third reading.

**Resolution # 26-132**

*THAT Revitalization Tax Exemption Amending Bylaw No. 1128, 2026 be given first, second and third reading this 24th day of June 2026.*

**Carried**

#### 6. CAO Report

- (a) June 2026 CAO Report

The June CAO Update notes ongoing progress in municipal priorities, including attendance at the FCM conference, steady development activity across multiple residential and commercial projects, and continued infrastructure upgrades at the Wastewater Treatment Plant and Main Street green space. Work on key policy initiatives is advancing, with the draft OCP under Council review and bylaw updates forthcoming. Proactive bylaw enforcement has also led to strong compliance and visible property improvements across the community.

## 7. Resolutions

- (a) Application for Economic Opportunity Funds - Sicamous Health Centre

Staff reviewed the allocation of funds from the Sicamous and Area E Economic Opportunity Fund with the Mayor and Council. This item was approved in the 2026-2027 budget, and CSRD requires a resolution to allocate these funds.

### **Resolution # 26-133**

*THAT the District authorize use of the Sicamous and Area E Economic Opportunity Funds for a four-year funding commitment in the amount of \$86,000, totalling \$344,000, to support the Sicamous Health Centre.*

**Carried**

## 8. Correspondence

- (a) Correspondence for Information

Council received the correspondence for information

## 9. Committee & Regional District Reports

- (a) Internal Committees (*For Information*)  
*NIL*
- (b) External Committees (*For Information*)  
*NIL*
- (c) Columbia Shuswap Regional District (*For Information*)  
*NIL*

## 10. Public Input Period

- (a) Public Input (15 minutes)

The chair opened the floor for public input. With no response from the gallery or online participants, the public input period closed.

**11. In-Camera**

- (a) Move In-camera

**Resolution # 26-134**

*THAT council exercise its authority under the Community Charter and move in-camera under the following sections:*

- *90(1)(c) labour relations or other employee relations;*
- *90(1)(g) litigation or potential litigation affecting the municipality;*
- *90(2)(b)(i) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government, or both.*

**Carried**

**12. Adjournment**

- (a) Adjourn

**Resolution # 26-135**

*THAT the regular council meeting for June 24, 2026 be adjourned, the time being 6:45 p.m.*

**Carried**

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Chair

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Corporate Officer

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**Council Present:** Mayor Colleen Anderson  
Councillor Ian Baillie  
Councillor Gord Bushell  
Councillor Bob Evans  
Councillor Malcolm Makayev  
Councillor Siobhan Rich

**Council Absent:** Councillor Pam Beech

**Staff Present:** Dean Strachan, Chief Administrative Officer  
Shawna Koll, Director of Corporate Services  
Bianca Colonna, Director of Finance

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**1. Call to Order**

- (a) Call to Order

The meeting was called to order at 9:01 a.m. with Mayor Anderson presiding as Chair.

**2. Approval of Agenda**

- (a) Approval of Agenda

**Resolution # 26-136**

*THAT the agenda for the June 26, 2026 Special Council Meeting be approved as amended to include an additional in camera item pursuant to section 90(1)(c) of the Community Charter (labour relations or other employee relations).*

**Carried**

**3. In-Camera**

- (a) Move In-Camera

**Resolution # 26-137**

*THAT council exercise its authority under the Community Charter and move in-camera under the following sections:*

- *90(1)(l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98.*
- *90(1)(c) labour relations or employee relations.*

**Carried**

**4. Adjournment**

(a) Adjourn

**Resolution # 26-138**

*THAT the June 26, 2026 special council meeting be adjourned, the time being 10:10 a.m.*

**Carried**

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Chair

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Corporate Officer

**Council Present:** Councillor Ian Baillie  
Councillor Gord Bushell  
Councillor Bob Evans  
Councillor Malcolm Makayev

**Council Absent:** Mayor Colleen Anderson  
Councillor Pam Beech  
Councillor Siobhan Rich

**Staff Present:** Shawna Koll, Director of Corporate Services  
Bianca Colonna, Director of Finance  
Nicole Hansen, Director of Development Services  
Darrell Symboluk, Director of Operations

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**1. Call to Order**

(a) Call to Order

The meeting was called to order at 9:02 a.m. with Councillor Bushell presiding as Chair.

**2. Approval of Agenda**

(a) Approval of Agenda

**Resolution # 26-139**

*THAT the special council meeting agenda for June 30, 2026, be approved as circulated.*

**Carried**

**3. In-Camera**

(a) Move In-Camera

**Resolution # 26-140**

*THAT council exercise its authority under the Community Charter and move in-camera under the following sections:*

- *90(2)(b)(i) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government, or both.*

**Carried**

**4. Public and Statutory Hearings**

- (a) 2025 District of Sicamous Annual Report

**Resolution # 26-141**

*THAT in conjunction with submissions and questions from the public, Council considers and approves the 2025 Annual Report as presented this 30th day of June 2026.*

**Carried**

**5. Adjournment**

- (a) Adjourn

**Resolution # 26-142**

*THAT the June 30, 2026 special council meeting be adjourned, the time being 9:26 a.m.*

**Carried**

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Chair

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Corporate Officer



## DISTRICT OF SICAMOUS

### Action Report

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**REPORT DATE:** June 24, 2026  
**TO:** Council  
**FROM:** Bianca Colonna, Director of Finance  
**SUBJECT:** Revitalization Tax Exemption Amending Bylaw No. 1128, 2026  
**FILE NUMBER:**

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#### **RECOMMENDATION:**

THAT Revitalization Tax Exemption Amending Bylaw No. 1128, 2026 be given first, second and third reading this 24th day of June 2026.

#### **PURPOSE:**

To update the revitalization bylaw to provide flexibility for developers as they work through the construction process.

#### **BACKGROUND:**

District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024 provides tax exemptions to eligible projects, including commercial development in the town centre and industrial zones, as well as hotel developments and purpose-built rentals within the municipality.

#### **DISCUSSION:**

The proposed amendment is being presented to allow some flexibility around acceptance of revitalization tax exemption applications, as some developers may miss the key deadline which states: "prior to the issuance of building permit".

This amendment will allow eligible projects under construction to apply for a revitalization tax exemption. It should be noted that any construction value assessed by BC Assessment (October 31 cutoff) prior to application will not be eligible for the tax exemption, as it would have negative effects on subsequent taxation years.

#### **INTERNAL CIRCULATION:**

Not applicable.

#### **EXISTING POLICY:**

n/a

**FINANCIAL/BUDGETARY IMPLICATIONS:**

The amendment proposed will not effect current taxation, but rather future taxation on eligible projects in the short term (up to 10 years depending on project).

**EXTERNAL AGENCY/PUBLIC COMMENTS:**

n/a

**COMMUNICATIONS COMMENTS:**

n/a

**ALIGNMENT WITH STRATEGIC PLAN:**

This bylaw supports council's value of economic growth.

**OPTIONS:**

1. Endorse the recommendation
2. Endorse the recommendation with amendments
3. Defer the matter
4. Deny the recommendation

Respectfully submitted,



Bianca Colonna  
Director of Finance

Attachment:

[Revitalization Tax Exemption Amending Bylaw No. 1128, 2026](#)

[Revitalization Tax Exemption Bylaw No. 1059, 2024](#)

**Approved By:**

Shawna Koll, Director of Corporate Services  
Dean Strachan, Chief Administrative Officer

**Status:**

Approved - 16 Jun 2026  
Approved - 16 Jun 2026

**DISTRICT OF SICAMOUS**

**BYLAW NO. 1128, 2026**

A bylaw to amend District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024

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**WHEREAS** Council deems it appropriate to amend District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024;

**NOW THEREFORE**, the Council of the District of Sicamous, in open meeting assembled, hereby enacts as follows:

- 1) This Bylaw may be known and cited for all purposes as “**District of Sicamous Revitalization Tax Exemption Amending Bylaw No. 1128, 2026**”.
- 2) “District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024” is amended as follows:
  - a) Application Process section is updated to include the following wording:

“10a) Should an owner not apply for a Tax Exemption prior to the issuance of a building permit, the District may still grant a Tax Exemption if:

    - (1) the Owner submits a completed Application in accordance with section 10) prior to an Occupancy Permit being issued for the Project under the District’s Building Regulations Bylaw; and
    - (2) An Occupancy Permit is issued for the Project within twenty-four (24) months of the original building permit being issued for the Project.

In instances where construction value has been assessed related to the Project before an application was received, the Revitalization Tax Exemption Certificate will be adjusted to not include pre-application assessed value. The cutoff will be the Assessment Authority’s annual physical condition and permitted use date of October 31st. Applications must be received before October 31st to receive the exemption value for that construction year.”

READ a first time this 24th day of June, 2026.  
READ a second time this 24th day of June, 2026.  
READ a third time this this 24th day of June, 2026.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Certified a true and correct copy of the District of Sicamous  
Revitalization Tax Exemption Amending Bylaw No. 1128, 2026

\_\_\_\_\_  
Corporate Officer

**DISTRICT OF SICAMOUS**

**BYLAW NO. 1059, 2024**

A bylaw of the District of Sicamous to establish a Revitalization Tax Exemption Program

**WHEREAS** under the provisions of Section 226 of the *Community Charter*, the Council may by bylaw adopt a tax exemption program for the purpose of encouraging revitalization in areas within the municipality;

**AND WHEREAS** Council wishes to establish a revitalization tax exemption program in the District of Sicamous to reinforce and promote property investment, revitalization and purpose-built rental housing;

**AND WHEREAS** Council has identified areas where there are opportunities for commercial, industrial, hotel and purpose-built rental housing development and wishes to encourage revitalization of those areas through incentives for the success of the local economy and the enhancement of business, social and cultural, government and residential activities and thus achieve Council's objectives;

**AND WHEREAS** Council has considered this Bylaw in conjunction with the objectives and policies set out under Section 165 of the *Community Charter* in its financial plan;

**AND WHEREAS** Council has given notice of its intention to adopt this revitalization tax exemption program bylaw in accordance with Section 227 of the *Community Charter*;

**NOW THEREFORE**, the Council of the District of Sicamous, in open meeting assembled, hereby enacts as follows:

**TITLE**

- 1) This Bylaw may be known and cited for all purposes as "**District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024**".

**OBJECTIVES**

- 2) The revitalization tax exemption program established under this Bylaw is intended to generate economic growth, new investment, community redevelopment, revitalization and purpose-built rental housing as prioritized in the Official Community Plan.

**SCHEDULES**

- 3) The following Schedules are attached hereto and form part of this bylaw:
  - (1) Schedule A – Application for Revitalization Tax Exemption Certificate;
  - (2) Schedule B – Revitalization Tax Exemption Certificate;
  - (3) Schedule C – Town Centre Revitalization Area;
  - (4) Schedule D – Industrial Revitalization Area;
  - (5) Schedule E – Hotel Development Revitalization Area; and
  - (6) Schedule F – Purpose-Built Rental Housing Revitalization Area.

**DEFINITIONS**

- 4) In this Bylaw:

**"Agreement"** means a Revitalization Tax Exemption Agreement, between the Owner of a Property and the District, pursuant to this Bylaw and section 226(7) of the *Community Charter*, in the form attached to and forming part of this Bylaw as Schedule "C-1", Schedule "D-1", Schedule "E-1", or Schedule "F-1", as applicable to the particular Revitalization Area in which the Property is located;;

**"Application"** means a Revitalization Tax Exemption Application, in the form attached hereto and forming part of this Bylaw as Schedule "A";

**“Assessed Value”** has the same meaning as set out in the *Assessment Act* of British Columbia;

**“Assessment Authority”** means the British Columbia Assessment Authority that provides property assessments on an annual basis for all property owners in the province;

**“Commercial Use” or “Commercial in Nature”** means an occupation, employment or enterprise that is carried on for gain or monetary profit by any person, in accordance with the District’s Zoning Bylaw as amended from time to time.

**“Construction Value”** means the estimated total value of all construction work related to a Project, acceptable to the District’s Building Inspector and using the methodology for determining the value of construction on a building permit pursuant to the District’s Building Bylaw, and, if required by the Building Inspector, must be determined by an estimate prepared by the Owner’s architect or engineer, and to the extent necessary, the Building Inspector may divide the Construction Value into separate components representing new construction, upgrades and additions, as well as industrial, commercial and residential building components;

**“Corporate Officer”** means the Corporate Officer of the District;

**“Council”** means the Council of the District;

**“District”** means the District of Sicamous;

**“Dwelling Unit”** means a building or a portion of a building designed and used for human habitation for one Household, which contains sleeping facilities, one kitchen and a bathroom, in accordance with the District’s Zoning Bylaw as amended from time to time;

**“Hotel Development”** means a building or group of buildings containing not less than twenty-five (25) sleeping units which are available to the general public for short term daily occupancy for not less than 182 days each year, which Hotel Development may include attached or ancillary conference and recreation facilities, restaurants, service businesses and retail outlets, and, if sleeping units in the Hotel Development are stratified, the strata lots must be subject to a *Land Title Act*, Section 219 covenant in favour of the District requiring them to be used for tourist occupancy not less than 182 days each calendar year;

**“Hotel Development Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “E”, which is attached to and forms part of this Bylaw;

**“Industrial Revitalization Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “D”, which is attached to and forms part of this Bylaw;

**“Industrial Use”** means the use of land, building or structures for the manufacturing, processing, storing, transporting, distributing, wholesaling, servicing or repairing of goods, materials or things such as (but not limited to) industrial bakeries, custom manufacturing, boat construction, prefabricated home manufacturing, creative product manufacturing, and artisan industrial uses, in accordance with the District’s Zoning Bylaw as amended from time to time;

**“Municipal Property Tax”** means the municipal tax payable on the value of land and improvements taxable for general purposes, in accordance with the District’s annual Tax Rates Bylaw as amended from time to time;

**“Net Increase Resulting from the Non-Market Change”** means the increase in the assessment of improvements existing on the Property prior to the commencement of the Project;

**“Non-Market Change”** means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a Property’s assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations;

**“Owner”** means the registered owner in fee simple of a Property;

**“Project”** means the construction of a new improvement or alteration of an existing improvement on a Property that is eligible for a Tax Exemption, as more particularly described in Schedule “C”, Schedule “D”, Schedule “E”, and Schedule “F”, as applicable to the particular Revitalization Area in which the Property is located;

**“Property”** means the legally described land and improvements located in a particular Revitalization Area with respect to which a Revitalization Tax Exemption is applied for and as legally described in the Agreement and the Certificate;

**“Purpose-Built Rental Housing Development”** means a project with ten (10) or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need in the *District of Sicamous Housing Needs Assessment*. Purpose-built rental housing does not include buildings that are stratified, except those stratified buildings that are subject to operating agreements with the Provincial Rental Housing Corporation;

**“Purpose-Built Rental Housing Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “F”, which is attached to and forms part of this Bylaw;

**“Revitalization Area”** means the Purpose-Built Rental Housing Area, the Industrial Revitalization Area, the Hotel Development Area, or the Town Centre Revitalization Area and **“Revitalization Areas”** means all of those areas together;

**“Schedule”** means a schedule attached to this Bylaw;

**“Tax Exemption”** means a revitalization tax exemption for which a Tax Exemption Certificate has been issued;

**“Tax Exemption Certificate”** or **“Certificate”** means a revitalization tax exemption certificate issued by the District pursuant to this Bylaw and pursuant to the provisions of Section 226 of the *Community Charter*, substantially in the form attached to, and forming part of, this Bylaw as Schedule “B”;

**“Town Centre Revitalization Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “C”, which is attached to and forms part of this Bylaw.

#### **ESTABLISHMENT OF REVITALIZATION ZONES AND REVITALIZATION TAX EXEMPTION PROGRAM**

- 5) There is hereby established the Purpose-Built Rental Housing Area, the Industrial Revitalization Area, the Hotel Development Area, and the Town Centre Revitalization Area.
- 6) Pursuant to the *Community Charter*, there is hereby established a revitalization tax exemption program providing for a Tax Exemption for Projects located within the Purpose-Built Rental Housing Area, the Industrial Revitalization Area, the Hotel Development Area, and the Town Centre Revitalization Area.
- 7) The Tax Exemption program established herein does not apply retroactively.

#### **TAX EXEMPTION AMOUNTS**

- 8) The amount of the Tax Exemption from Municipal Property Taxes for a Project under this Bylaw will be:
  - (1) for Projects in the Town Centre Revitalization Area, the amount as calculated in accordance with Schedule “C”;
  - (2) for Projects in the Industrial Revitalization Area, the amount as calculated in accordance with Schedule “D”;
  - (3) for Projects in the Hotel Development Area, the amount as calculated in accordance with Schedule “E”;
  - (4) for Projects in the Purpose-Built Rental Housing Area, the amount as calculated in accordance with Schedule “F”;

**TAX EXEMPTION EXCLUSIONS**

- 9) The District's Zoning Bylaw, as amended from time to time, may allow for the following permitted uses within a revitalization area, however Projects for any of the following uses are not eligible for a revitalization tax exemption:
- (1) Commercial Storage Facilities (including but not limited to Storage Facilities, Boat Storage, Outdoor Storage);
  - (2) Cannabis Operations (including but not limited to Retail, Processing, Storage, Production & Wholesale Sales);
  - (3) Alcohol Retail (not including a Brewery, Cidery, Distillery, Meadery or Winery);
  - (4) Drive-Through Service; or
  - (5) Vehicle Service Station.

**APPLICATION PROCESS**

- 10) An Owner of a Property who wishes to apply for a Tax Exemption under this Bylaw must, prior to the issuance of a building permit for the Project, submit to the District a completed Application in writing as shown as Schedule "A", accompanied by:
- (1) proof that all taxes assessed and rates, charges, and fees imposed on the Property have been paid, and where taxes, rates, or assessments are payable by instalments, proof that all instalments owing at the date of the Application have been paid;
  - (2) a description of the Project and a certificate from the Owner's design professional in a form satisfactory to the Corporate Officer certifying that the Construction Value of the Project exceeds the minimum Construction Value threshold applicable to that Project within the particular Revitalization Area in which the subject Property is located;
  - (3) an application fee in the amount of \$200.00.
  - (4) a copy of the Agreement substantially in the form and with the content of the Agreement attached to this Bylaw as Schedule "C-1", Schedule "D-1", Schedule "E-1", or Schedule "F-1", as applicable to the particular Revitalization Area in which the Property is located, duly executed by and on behalf of the Owner.

**PURPOSE-BUILT RENTAL HOUSING REVITALIZATION AREA PROVISION**

- 11) A Project which falls under Purpose-Built Rental Housing must establish a Housing Agreement and a covenant registered in the Land Title Office under section 219 of the *Land Title Act*.

The Housing Agreement will be a housing agreement pursuant to a Bylaw adopted under section 483 of the *Local Government Act*, or an agreement for the provision of Affordable Rental Housing with BC Housing or CMHC. The Housing Agreement registered on title must be for a minimum term of twenty-five (25) years and include the following:

- (1) Restrict residential use to long-term (30 days or greater) rental only tenure;
- (2) Prohibit stratification;
- (3) Prohibit individual sale; and
- (4) Prohibit short-term rentals.

**REVITALIZATION TAXATION EXEMPTION CERTIFICATE**

- 12) After all the provisions, terms, and conditions of this Bylaw and the applicable Agreement are met, the Corporate Officer will issue a Certificate for the Property.

- 13) The terms and conditions upon which a Tax Exemption Certificate may be issued are as set out in this Bylaw, the Agreement, and the Certificate.
- 14) For a Tax Exemption to commence in any given year, the Owner must submit an Application for Revitalization Tax Exemption Certificate to the District by July 31 of the preceding year in order to receive the certificate by October 31.

**CANCELLATION OF CERTIFICATE**

- 15) A Certificate may be cancelled by the District at the request of the Owner or if any of the following occur:
  - (1) the Owner breaches any covenant or condition of this Bylaw, the Agreement, or the Certificate;
  - (2) the Owner allows the property taxes to go into arrears; or
  - (3) the Property is put to a use that is not permitted or fails to meet any of the requirements for a Project in the defined Revitalization Area.
- 16) If a Tax Exemption Certificate is cancelled:
  - (1) the Corporate Officer will notify the Owner as soon as is practicable; and
  - (2) the Owner will remit to the District an amount equal to the value of the Tax Exemption received after the date of the cancellation.

**SEVERABILITY**

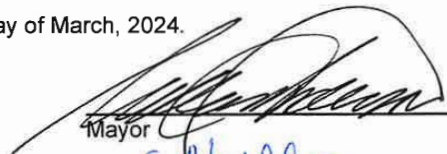

- 17) If any section, subsection or phrase of this Bylaw is for any reason held to be invalid by a Court of competent jurisdiction, the section, subsection or phrase may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.
- 18) Any enactments referred to herein is a reference to an enactment of British Columbia and regulation thereto, as amended, revised, consolidated or replaced from time to time.

**REPEAL**

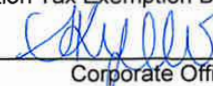
- 19) The District of Sicamous Revitalization Tax Exemption Bylaw No. 917, 2016 and all Schedules thereto is hereby repealed.

READ a first time this 28th day of February, 2024.  
 READ a second time this 28th day of February, 2024.  
 READ a third time this 28th day of February, 2024.

RECONSIDERED AND FINALLY ADOPTED this 27th day of March, 2024.

  
 \_\_\_\_\_  
 Mayor  
  
 \_\_\_\_\_  
 Corporate Officer

Certified a true and correct copy of the District of Sicamous  
 Revitalization Tax Exemption Bylaw No. 1059, 2024

  
 \_\_\_\_\_  
 Corporate Officer

**DISTRICT OF SICAMOUS**

**BYLAW NO. 1128, 2026**

A bylaw to amend District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024

---

**WHEREAS** Council deems it appropriate to amend District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024;

**NOW THEREFORE**, the Council of the District of Sicamous, in open meeting assembled, hereby enacts as follows:

- 1) This Bylaw may be known and cited for all purposes as “**District of Sicamous Revitalization Tax Exemption Amending Bylaw No. 1128, 2026**”.
- 2) “District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024” is amended as follows:
  - a) Application Process section is updated to include the following wording:

“10a) Should an owner not apply for a Tax Exemption prior to the issuance of a building permit, the District may still grant a Tax Exemption if:

    - (1) the Owner submits a completed Application in accordance with section 10) prior to an Occupancy Permit being issued for the Project under the District’s Building Regulations Bylaw; and
    - (2) An Occupancy Permit is issued for the Project within twenty-four (24) months of the original building permit being issued for the Project.

In instances where construction value has been assessed related to the Project before an application was received, the Revitalization Tax Exemption Certificate will be adjusted to not include pre-application assessed value. The cutoff will be the Assessment Authority’s annual physical condition and permitted use date of October 31st. Applications must be received before October 31st to receive the exemption value for that construction year.”

READ a first time this 24th day of June, 2026.  
READ a second time this 24th day of June, 2026.  
READ a third time this this 24th day of June, 2026.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Certified a true and correct copy of the District of Sicamous  
Revitalization Tax Exemption Amending Bylaw No. 1128, 2026

\_\_\_\_\_  
Corporate Officer

## DISTRICT OF SICAMOUS

### BYLAW NO. 1059, 2024

A bylaw of the District of Sicamous to establish a Revitalization Tax Exemption Program

---

**WHEREAS** under the provisions of Section 226 of the *Community Charter*, the Council may by bylaw adopt a tax exemption program for the purpose of encouraging revitalization in areas within the municipality;

**AND WHEREAS** Council wishes to establish a revitalization tax exemption program in the District of Sicamous to reinforce and promote property investment, revitalization and purpose-built rental housing;

**AND WHEREAS** Council has identified areas where there are opportunities for commercial, industrial, hotel and purpose-built rental housing development and wishes to encourage revitalization of those areas through incentives for the success of the local economy and the enhancement of business, social and cultural, government and residential activities and thus achieve Council's objectives;

**AND WHEREAS** Council has considered this Bylaw in conjunction with the objectives and policies set out under Section 165 of the *Community Charter* in its financial plan;

**AND WHEREAS** Council has given notice of its intention to adopt this revitalization tax exemption program bylaw in accordance with Section 227 of the *Community Charter*;

**NOW THEREFORE**, the Council of the District of Sicamous, in open meeting assembled, hereby enacts as follows:

#### TITLE

- 1) This Bylaw may be known and cited for all purposes as "**District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024**".

#### OBJECTIVES

- 2) The revitalization tax exemption program established under this Bylaw is intended to generate economic growth, new investment, community redevelopment, revitalization and purpose-built rental housing as prioritized in the Official Community Plan.

#### SCHEDULES

- 3) The following Schedules are attached hereto and form part of this bylaw:

- (1) Schedule A – Application for Revitalization Tax Exemption Certificate;
- (2) Schedule B – Revitalization Tax Exemption Certificate;
- (3) Schedule C – Town Centre Revitalization Area;
- (4) Schedule D – Industrial Revitalization Area;
- (5) Schedule E – Hotel Development Revitalization Area; and
- (6) Schedule F – Purpose-Built Rental Housing Revitalization Area.

#### DEFINITIONS

- 4) In this Bylaw:

**"Agreement"** means a Revitalization Tax Exemption Agreement, between the Owner of a Property and the District, pursuant to this Bylaw and section 226(7) of the *Community Charter*, in the form attached to and forming part of this Bylaw as Schedule "C-1", Schedule "D-1", Schedule "E-1", or Schedule "F-1", as applicable to the particular Revitalization Area in which the Property is located;;

**"Application"** means a Revitalization Tax Exemption Application, in the form attached hereto and forming part of this Bylaw as Schedule "A";

**“Assessed Value”** has the same meaning as set out in the *Assessment Act* of British Columbia;

**“Assessment Authority”** means the British Columbia Assessment Authority that provides property assessments on an annual basis for all property owners in the province;

**“Commercial Use” or “Commercial in Nature”** means an occupation, employment or enterprise that is carried on for gain or monetary profit by any person, in accordance with the District’s Zoning Bylaw as amended from time to time.

**“Construction Value”** means the estimated total value of all construction work related to a Project, acceptable to the District’s Building Inspector and using the methodology for determining the value of construction on a building permit pursuant to the District’s Building Bylaw, and, if required by the Building Inspector, must be determined by an estimate prepared by the Owner’s architect or engineer, and to the extent necessary, the Building Inspector may divide the Construction Value into separate components representing new construction, upgrades and additions, as well as industrial, commercial and residential building components;

**“Corporate Officer”** means the Corporate Officer of the District;

**“Council”** means the Council of the District;

**“District”** means the District of Sicamous;

**“Dwelling Unit”** means a building or a portion of a building designed and used for human habitation for one Household, which contains sleeping facilities, one kitchen and a bathroom, in accordance with the District’s Zoning Bylaw as amended from time to time;

**“Hotel Development”** means a building or group of buildings containing not less than twenty-five (25) sleeping units which are available to the general public for short term daily occupancy for not less than 182 days each year, which Hotel Development may include attached or ancillary conference and recreation facilities, restaurants, service businesses and retail outlets, and, if sleeping units in the Hotel Development are stratified, the strata lots must be subject to a *Land Title Act*, Section 219 covenant in favour of the District requiring them to be used for tourist occupancy not less than 182 days each calendar year;

**“Hotel Development Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “E”, which is attached to and forms part of this Bylaw;

**“Industrial Revitalization Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “D”, which is attached to and forms part of this Bylaw;

**“Industrial Use”** means the use of land, building or structures for the manufacturing, processing, storing, transporting, distributing, wholesaling, servicing or repairing of goods, materials or things such as (but not limited to) industrial bakeries, custom manufacturing, boat construction, prefabricated home manufacturing, creative product manufacturing, and artisan industrial uses, in accordance with the District’s Zoning Bylaw as amended from time to time;

**“Municipal Property Tax”** means the municipal tax payable on the value of land and improvements taxable for general purposes, in accordance with the District’s annual Tax Rates Bylaw as amended from time to time;

**“Net Increase Resulting from the Non-Market Change”** means the increase in the assessment of improvements existing on the Property prior to the commencement of the Project;

**“Non-Market Change”** means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a Property’s assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations;

**“Owner”** means the registered owner in fee simple of a Property;

**“Project”** means the construction of a new improvement or alteration of an existing improvement on a Property that is eligible for a Tax Exemption, as more particularly described in Schedule “C”, Schedule “D”, Schedule “E”, and Schedule “F”, as applicable to the particular Revitalization Area in which the Property is located;

**“Property”** means the legally described land and improvements located in a particular Revitalization Area with respect to which a Revitalization Tax Exemption is applied for and as legally described in the Agreement and the Certificate;

**“Purpose-Built Rental Housing Development”** means a project with ten (10) or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need in the *District of Sicamous Housing Needs Assessment*. Purpose-built rental housing does not include buildings that are stratified, except those stratified buildings that are subject to operating agreements with the Provincial Rental Housing Corporation;

**“Purpose-Built Rental Housing Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “F”, which is attached to and forms part of this Bylaw;

**“Revitalization Area”** means the Purpose-Built Rental Housing Area, the Industrial Revitalization Area, the Hotel Development Area, or the Town Centre Revitalization Area and **“Revitalization Areas”** means all of those areas together;

**“Schedule”** means a schedule attached to this Bylaw;

**“Tax Exemption”** means a revitalization tax exemption for which a Tax Exemption Certificate has been issued;

**“Tax Exemption Certificate”** or **“Certificate”** means a revitalization tax exemption certificate issued by the District pursuant to this Bylaw and pursuant to the provisions of Section 226 of the *Community Charter*, substantially in the form attached to, and forming part of, this Bylaw as Schedule “B”;

**“Town Centre Revitalization Area”** means the area within the boundaries of Sicamous, designated and shown on Schedule “C”, which is attached to and forms part of this Bylaw.

## **ESTABLISHMENT OF REVITALIZATION ZONES AND REVITALIZATION TAX EXEMPTION PROGRAM**

- 5) There is hereby established the Purpose-Built Rental Housing Area, the Industrial Revitalization Area, the Hotel Development Area, and the Town Centre Revitalization Area.
- 6) Pursuant to the *Community Charter*, there is hereby established a revitalization tax exemption program providing for a Tax Exemption for Projects located within the Purpose-Built Rental Housing Area, the Industrial Revitalization Area, the Hotel Development Area, and the Town Centre Revitalization Area.
- 7) The Tax Exemption program established herein does not apply retroactively.

## **TAX EXEMPTION AMOUNTS**

- 8) The amount of the Tax Exemption from Municipal Property Taxes for a Project under this Bylaw will be:
  - (1) for Projects in the Town Centre Revitalization Area, the amount as calculated in accordance with Schedule “C”;
  - (2) for Projects in the Industrial Revitalization Area, the amount as calculated in accordance with Schedule “D”;
  - (3) for Projects in the Hotel Development Area, the amount as calculated in accordance with Schedule “E”;
  - (4) for Projects in the Purpose-Built Rental Housing Area, the amount as calculated in accordance with Schedule “F”;

**TAX EXEMPTION EXCLUSIONS**

- 9) The District's Zoning Bylaw, as amended from time to time, may allow for the following permitted uses within a revitalization area, however Projects for any of the following uses are not eligible for a revitalization tax exemption:
- (1) Commercial Storage Facilities (including but not limited to Storage Facilities, Boat Storage, Outdoor Storage);
  - (2) Cannabis Operations (including but not limited to Retail, Processing, Storage, Production & Wholesale Sales);
  - (3) Alcohol Retail (not including a Brewery, Cidery, Distillery, Meadery or Winery);
  - (4) Drive-Through Service; or
  - (5) Vehicle Service Station.

**APPLICATION PROCESS**

- 10) An Owner of a Property who wishes to apply for a Tax Exemption under this Bylaw must, prior to the issuance of a building permit for the Project, submit to the District a completed Application in writing as shown as Schedule "A", accompanied by:
- (1) proof that all taxes assessed and rates, charges, and fees imposed on the Property have been paid, and where taxes, rates, or assessments are payable by instalments, proof that all instalments owing at the date of the Application have been paid;
  - (2) a description of the Project and a certificate from the Owner's design professional in a form satisfactory to the Corporate Officer certifying that the Construction Value of the Project exceeds the minimum Construction Value threshold applicable to that Project within the particular Revitalization Area in which the subject Property is located;
  - (3) an application fee in the amount of \$200.00.
  - (4) a copy of the Agreement substantially in the form and with the content of the Agreement attached to this Bylaw as Schedule "C-1", Schedule "D-1", Schedule "E-1", or Schedule "F-1", as applicable to the particular Revitalization Area in which the Property is located, duly executed by and on behalf of the Owner.

**PURPOSE-BUILT RENTAL HOUSING REVITALIZATION AREA PROVISION**

- 11) A Project which falls under Purpose-Built Rental Housing must establish a Housing Agreement and a covenant registered in the Land Title Office under section 219 of the *Land Title Act*.

The Housing Agreement will be a housing agreement pursuant to a Bylaw adopted under section 483 of the *Local Government Act*, or an agreement for the provision of Affordable Rental Housing with BC Housing or CMHC. The Housing Agreement registered on title must be for a minimum term of twenty-five (25) years and include the following:

- (1) Restrict residential use to long-term (30 days or greater) rental only tenure;
- (2) Prohibit stratification;
- (3) Prohibit individual sale; and
- (4) Prohibit short-term rentals.

**REVITALIZATION TAXATION EXEMPTION CERTIFICATE**

- 12) After all the provisions, terms, and conditions of this Bylaw and the applicable Agreement are met, the Corporate Officer will issue a Certificate for the Property.

- 13) The terms and conditions upon which a Tax Exemption Certificate may be issued are as set out in this Bylaw, the Agreement, and the Certificate.
- 14) For a Tax Exemption to commence in any given year, the Owner must submit an Application for Revitalization Tax Exemption Certificate to the District by July 31 of the preceding year in order to receive the certificate by October 31.

**CANCELLATION OF CERTIFICATE**

- 15) A Certificate may be cancelled by the District at the request of the Owner or if any of the following occur:
  - (1) the Owner breaches any covenant or condition of this Bylaw, the Agreement, or the Certificate;
  - (2) the Owner allows the property taxes to go into arrears; or
  - (3) the Property is put to a use that is not permitted or fails to meet any of the requirements for a Project in the defined Revitalization Area.
- 16) If a Tax Exemption Certificate is cancelled:
  - (1) the Corporate Officer will notify the Owner as soon as is practicable; and
  - (2) the Owner will remit to the District an amount equal to the value of the Tax Exemption received after the date of the cancellation.

**SEVERABILITY**

- 17) If any section, subsection or phrase of this Bylaw is for any reason held to be invalid by a Court of competent jurisdiction, the section, subsection or phrase may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.
- 18) Any enactments referred to herein is a reference to an enactment of British Columbia and regulation thereto, as amended, revised, consolidated or replaced from time to time.

**REPEAL**

- 19) The District of Sicamous Revitalization Tax Exemption Bylaw No. 917, 2016 and all Schedules thereto is hereby repealed.

READ a first time this \_\_\_ day of \_\_\_\_, 2024.  
 READ a second time this \_\_\_ day of \_\_\_\_, 2024.  
 READ a third time this \_\_\_ day of \_\_\_\_, 2024.

RECONSIDERED AND FINALLY ADOPTED this \_\_\_ day of \_\_\_\_, 2024.

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Corporate Officer

Certified a true and correct copy of the District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024

\_\_\_\_\_  
 Corporate Officer

**SCHEDULE 'A'**  
**APPLICATION FOR REVITALIZATION TAX EXEMPTION CERTIFICATE**  
**Application Fee: \$200.00**

|                              |                           |
|------------------------------|---------------------------|
| Office Use:                  |                           |
| Application No. _____        | Receipt No: _____         |
| Development Permit No. _____ | Building Permit No. _____ |

Date of Application: \_\_\_\_\_

**Owner Info:**

Owner(s) Name: \_\_\_\_\_

Owner(s) Mailing Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Cell No. \_\_\_\_\_ Email \_\_\_\_\_

\*If you would like to authorize an agent for this application, please attach a signed Appointment of Agent Form

**Property Info:**

Roll No.: 348 - \_\_\_\_\_ . \_\_\_\_\_ PID: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Civic Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Zoning Designation: \_\_\_\_\_ OCP Land Use: \_\_\_\_\_

Current Use: \_\_\_\_\_

Current Assessed Value: \_\_\_\_\_

Description of Proposed Project and Revitalization Area (attach separate page if necessary):

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Number of purpose-built rental dwelling units (if applicable): \_\_\_\_\_

Year(s) Applying for: \_\_\_\_\_ Value of Project: \_\_\_\_\_

**Note: Additional information may be required.**

I hereby certify that the above information is to my knowledge accurate, and that I have received a copy of the District of Sicamous *Revitalization Tax Exemption Bylaw No.1059, 2024*, and all applicable schedules.

\_\_\_\_\_  
Signature of Property Owner(s)

\_\_\_\_\_  
Date

*Personal information contained on this form is collected under the **Freedom of Information and Protection of Privacy Act**, and will be used only for the purpose for which it was collected. If you have any questions about the collection and use of this information, contact the District's Freedom of Information Co-ordinator at (250) 836-2477*

**SCHEDULE 'B'**  
**REVITALIZATION TAX EXEMPTION CERTIFICATE**

Section 226 of the *Community Charter*

In accordance with the District of Sicamous Revitalization Tax Exemption Bylaw No. 1059, 2024, and in accordance with the Revitalization Tax Exemption Agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") entered into between the District of Sicamous (the "District") and \_\_\_\_\_ (the "Owner"), the registered Owner(s) of the property described below:

This **Certificate** certifies that the Property is subject to a Revitalization Tax Exemption in an amount equal to the amount of any net increase resulting from the non-market change in assessed value of improvements on the Property between the years \_\_\_\_\_ (the calendar year before the commencement of the construction of the Project) and \_\_\_\_\_ (if the Certificate is issued before October 31, the following calendar year; if after October 31 then the year following the following calendar year)(the "Tax Exemption")

The Property to which the tax exemption applies is located in the District of Sicamous and is legally described as follows:

Roll No.: \_\_\_\_\_ Civic Address: \_\_\_\_\_

PID: \_\_\_\_\_ Legal Description: \_\_\_\_\_

- 1. The Tax Exemption is for the calendar years commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_.
- 2. The Tax Exemption is provided over [select one of the following based on Revitalization Area]

ten (10) years as follows:

|     |               |                              |
|-----|---------------|------------------------------|
| 1-5 | _____ - _____ | 100% Municipal Tax Exemption |
| 6   | _____         | 80% Municipal Tax Exemption  |
| 7   | _____         | 60% Municipal Tax Exemption  |
| 8   | _____         | 40% Municipal Tax Exemption  |
| 9   | _____         | 20% Municipal Tax Exemption  |
| 10  | _____         | 10% Municipal Tax Exemption  |

ten (10) years as follows:

|      |               |                              |
|------|---------------|------------------------------|
| 1-10 | _____ - _____ | 100% Municipal Tax Exemption |
|------|---------------|------------------------------|

- 3. The Tax Exemption is provided on the following conditions:
  - a. The Owner does not breach any covenant or condition in the Agreement and performs all obligations to be performed by the Owner as set out in the Agreement and the Bylaw.
  - b. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Property without the transferee taking an assignment of the Agreement and agreeing to be bound by it.
  - c. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent.
  - d. The Owner, or a successor in title to the Owner, does not apply to amend the District of Sicamous Zoning Bylaw No. 1000, 2022, as amended, consolidated or replaced from time to time, to rezone the property from the zoning in effect at the time the Certificate was issued.
  - e. The Property's use is consistent with the defined uses within the Revitalization Area for the duration of the Agreement.

- f. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation, the owner must comply with the terms of the operating agreement with the Provincial Rental Housing Corporation.

If any of the above conditions are not met, then the Council of the District of Sicamous may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the property for which the Certificate was issued will remit to the District an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

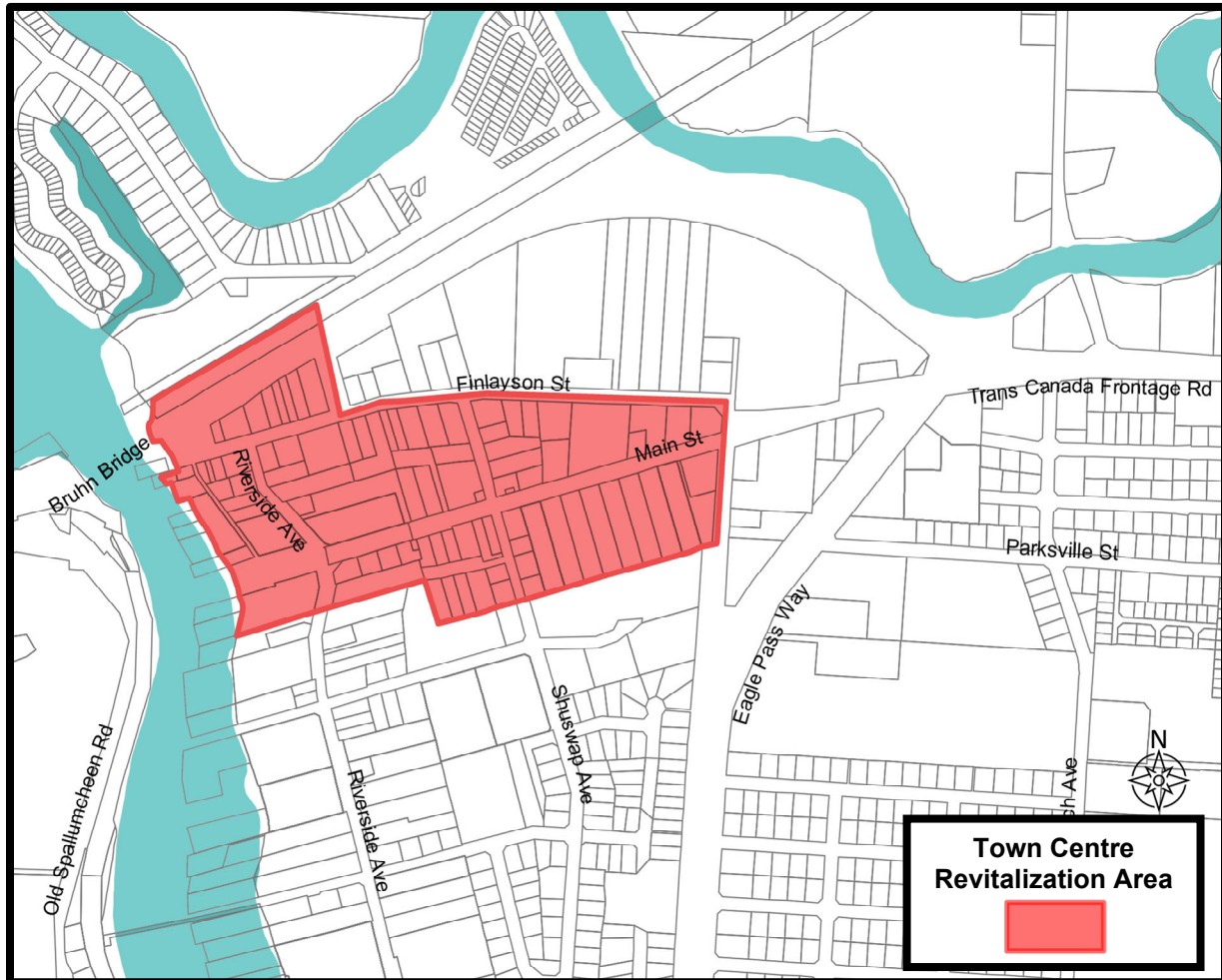
\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Date

**SCHEDULE 'C'**  
**TOWN CENTRE REVITALIZATION AREA**  
**PROGRAM DETAILS**

**TOWN CENTRE PROGRAM**

1. The Town Centre Revitalization Area is comprised of the outlined areas, as illustrated below:



2. A Tax Exemption is authorized for the following Projects within the Town Centre Revitalization Area:

- (1) For construction of a new improvement or alteration of an existing improvement where the Property's use is Commercial in Nature and where the alteration has a Construction Value in excess of \$100,000; and
- (2) The District's Zoning Bylaw, as amended from time to time, may allow for the following permitted uses within a revitalization area, however Projects for any of the following uses are not eligible for a revitalization tax exemption within the Industrial Revitalization Area:
  - (1) Commercial Storage Facilities (including but not limited to Storage Facilities, Boat Storage, Outdoor Storage);
  - (2) Cannabis Operations (including but not limited to Retail, Processing, Storage, Production & Wholesale Sales);
  - (3) Alcohol Retail (not including a Brewery, Cidery, Distillery, Meadery or Winery);
  - (4) Drive-Through Service; or
  - (5) Vehicle Service Station.

3. Any construction of new improvements as outlined above, undertaken prior to the submission of an Application for a Tax Exemption will not be eligible for consideration.
4. Application is to be made to the Corporate Officer prior to issuance of a building permit for the Project.
5. The maximum Tax Exemption from Municipal Property Taxes authorized under this Bylaw must not exceed the net increase resulting from the Non-Market Change in Assessed Value of the improvements on the Property between:
  - (1) the calendar year prior to the commencement of the Project, as outlined in Section (1) of this Schedule; and,
  - (2) the calendar year in which the Tax Exemption Certificate under this Bylaw has been issued for the completion of the Project, as outlined in Section (1) of this Schedule.
6. The Property's Assessed Value of improvements must not be reduced below the amount assessed in the calendar year prior to the Project, as outlined in Section (1) of this Schedule, as a result of the Tax Exemption.
7. In the Town Centre Revitalization Area, a Tax Exemption shall be provided for the following terms:
  - (1) Tax Exemption for a term of ten (10) years as follows:
 

|              |                              |
|--------------|------------------------------|
| Year's 1 – 5 | 100% municipal tax exemption |
| Year 6       | 80% municipal tax exemption  |
| Year 7       | 60% municipal tax exemption  |
| Year 8       | 40% municipal tax exemption  |
| Year 9       | 20% municipal tax exemption  |
| Year 10      | 10% municipal tax exemption  |
8. The amount of Tax Exemptions authorized under this Bylaw to calculate the value of land and improvements taxable for general purposes, is equal to any Net Increase Resulting from the Non-Market Change in Assessed Value of improvements on the Property attributed to construction or alterations as outlined in Section (2) of this Schedule.

#### **CONDITIONS OF A REVITALIZATION TAX EXEMPTION CERTIFICATE**

9. This Town Centre Revitalization Area Tax Exemption applies and a Revitalization Tax Certificate will be issued only if the following conditions are met:
  - (1) the Property is located in the area shown within this schedule; and
  - (2) the Property's use is Commercial in Nature; and
  - (3) the Owner of the Property has entered into an Agreement with the District in the form attached to this Bylaw, as Schedule "C-1; and
  - (4) an Occupancy Permit has been issued under the District's Building Regulation Bylaw in respect of the new improvement or alteration; and
  - (5) the Occupancy Permit has been issued within twenty-four (24) months of the Application being accepted by the District.

**SCHEDULE 'C-1'**  
**TOWN CENTRE REVITALIZATION AREA TAX EXEMPTION AGREEMENT**

This Agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_ is

**BETWEEN:**

**[Company Name]**  
**[Company Address 1]**  
**[Company Address 2]**  
**[Company Address 3]**  
**(the "Owner")**

**AND:**

**CORPORATION OF THE DISTRICT OF SICAMOUS**  
446 Main Street  
Sicamous, British Columbia  
**(the "District")**

**WHEREAS** THE District has under the Bylaw defined in this Agreement established a Revitalization Tax Exemption Program for the purpose of encouraging revitalization of an area of the municipality;

**AND WHEREAS** Council's objective for the revitalization tax exemption program in the Revitalization Areas is to generate economic growth, new investment, community redevelopment, revitalization and purpose-built rental housing as prioritized in the Official Community Plan;

**AND WHEREAS** the Property that is the subject of this Agreement is located in an area designated by the District as a Revitalization Area legally described as:

---

**[insert legal description]**

---

(hereinafter referred to as the "Property");

**AND WHEREAS** the Owner is a registered Owner in fee simple of the Property defined in this Agreement;

**AND WHEREAS** the Property's use is commercial in nature and shall remain an approved commercial use for the duration of this Agreement;

**AND WHEREAS** the Property's use is not listed as a Tax Exemption Exclusion under the Bylaw;

**AND WHEREAS** this Agreement contains the terms and conditions respecting the provision of the municipal property tax exemption under the Bylaw defined in this Agreement;

**AND WHEREAS** the Owner and the District wish to enter into this Agreement and register it against the title to the Lands as a covenant under section 219 of the *Land Title Act*.

**THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the District in the amount of Ten Dollars (\$10.00), the receipt and sufficiency of which are acknowledged by the District, the District and the Owner covenant and agree with each other as follows:

**DEFINITIONS**

1. In this Agreement the following words have the following meanings:

**"Agreement"** means this Agreement, including the express charge terms contained in the Agreement, together with the General Instrument defined in this Agreement;

**"Assessed Value"** has the same meaning as set out in the *Assessment Act* of British Columbia;

**“Bylaw”** means “District of Sicamous Revitalization Tax Exemption Bylaw 1059, 2024” and any amendments to it;

**“Commercial Use” or “Commercial in Nature”** means an occupation, employment or enterprise that is carried on for gain or monetary profit by any person, in accordance with the District’s Zoning Bylaw as amended from time to time.

**“Dispose”** means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;

**“General Instrument”** means the Form C (Transfer Form) under the *Land Title Regulations* as amended, and all schedules and addenda to the Form C charging the land and citing the terms and conditions of this Agreement as the “express charge terms” for the purposes of the Form C;

**“Net Increase Resulting from the Non-Market Change”** means the increase in the assessment of improvements existing on the Property prior to the commencement of the Project;

**“Non-Market Change”** means the change as determined by BC Assessment under the *Assessment Act*, to the improvements portion of a property’s assessed value, after issuance of a building permit for construction that is eligible under this Bylaw that is not due to real estate market fluctuations.

**“Owner”** means the legal registered Owner and any subsequent Owner of the Property or any parts into which the Property is subdivided, and includes any person who is a registered Owner in fee simple of the Property from time to time; and

**“Property”** means the legally described land and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.

## TERM

2. The Owner covenants and agrees with the District that the Term of this Agreement is:

(1) Tax Exemption for a term of ten (10) years as follows:

|              |                              |
|--------------|------------------------------|
| Year’s 1 – 5 | 100% municipal tax exemption |
| Year 6       | 80% municipal tax exemption  |
| Year 7       | 60% municipal tax exemption  |
| Year 8       | 40% municipal tax exemption  |
| Year 9       | 20% municipal tax exemption  |
| Year 10      | 10% municipal tax exemption  |

The term commences on January 1 of the first calendar year after the calendar year that the Revitalization Tax Exemption Certificate is issued prior to October 31.

## THE PROJECT

3. The Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the Revitalization Tax Exemption Program as set out in the Bylaw.

## OPERATION AND MAINTENANCE OF PROJECT

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the Project and keep the Project in a state of good repair as a prudent Owner would do.

**APPLICABLE IMPROVEMENTS**

5. A Revitalization Tax Exemption is authorized for the following Projects within the Town Centre Revitalization Area:
- (1) For construction of a new improvement or alteration of an existing improvement where the Property's use is Commercial in Nature and where the alteration has a Construction Value in excess of \$100,000; and
  - (2) The District's Zoning Bylaw, as amended from time to time, may allow for the following permitted uses within a revitalization area, however Projects for any of the following uses are not eligible for a revitalization tax exemption within the Industrial Revitalization Area:
    - (1) Commercial Storage Facilities (including but not limited to Storage Facilities, Boat Storage, Outdoor Storage);
    - (2) Cannabis Operations (including but not limited to Retail, Processing, Storage, Production & Wholesale Sales);
    - (3) Alcohol Retail (not including a Brewery, Cidery, Distillery, Meadery or Winery);
    - (4) Drive-Through Service; or
    - (5) Vehicle Service Station.

Any construction of a new improvement as outlined in this section that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

6. (1) Once the Owner has completed the construction of the new improvement referred to in Section 5 of this Agreement and all the conditions of any applicable development permit have been completed and the District has issued an Occupancy Permit under the District's Building Regulation Bylaw in respect of the new improvement or alteration of an existing improvement, the District must issue a Revitalization Tax Exemption Certificate to the Owner for the Property if the Owner and the Property are otherwise in compliance with this Agreement.
- (2) A Revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
- (a) the amount of the Revitalization Tax Exemption or the formula for determining the exemption;
  - (b) the term of the Revitalization Tax Exemption;
  - (c) the conditions on which the Revitalization Tax Exemption is provided; and
  - (d) that a recapture amount is payable if the Revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
- (3) A Revitalization Tax Certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.

**REVITALIZATION TAX EXEMPTION**

7. So long as a Revitalization Tax Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Revitalization Tax Exemption Certificate, from municipal tax payable on the value of land and improvements taxable for general purposes, in accordance with the District's annual Tax Rates Bylaw as amended from time to time.

8. The amount of Revitalization Tax Exemptions authorized under this Bylaw to calculate the general municipal property tax payable (excluding taxes levied on the value of land and improvements taxable for hospital and school purposes) is equal to any net increase resulting from the non-market change in assessed value of improvements on the Property attributed to the building permit issued as a result of the new construction of an improvement or the alteration of an existing improvement, as outlined in Section 5 of this Agreement.
9. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the net increase resulting from the non-market change in assessed value of the improvements on the Property between:
  - (1) the calendar year before the construction or alteration began, as outlined in Section 5 of this Agreement; and,
  - (2) the calendar year in which the construction or alteration as outlined in Section 5 of this Agreement is completed.
10. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an improvement, or an alteration of an existing improvement, as outlined in Section 5 of this Agreement, as a result of the Revitalization Tax Exemption.
11. The Revitalization Tax Exemption may be cancelled by the District:
  - (1) on the request of the Owner;
  - (2) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 1059, 2024", the Agreement, or the Certificate;
  - (3) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 1059, 2024";
  - (4) the Owner has allowed the property taxes to go into arrears; or
  - (5) the Property is put to a use that is not permitted in the Town Centre Revitalization Area.
12. To maintain a Revitalization Tax Exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved.

### **RECAPTURE**

13. If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner of the property for which the Certificate was issued will remit to the District, no later than 30 days after the date of the cancellation of the Certificate, a recapture amount of the forgone property taxes equal to the amount of the Tax Exemption received after the date of the cancellation.

### **NO REFUND**

14. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the District's Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

### **OWNERS OBLIGATIONS**

15. The Owner must pay to the District the cost of all development cost charges and costs of tie-ins of works and services associated with the new improvements or alterations to improvements, to existing storm and sanitary sewer, water mains, water meters, driveways, and other municipal services prior to the issuance of a Revitalization Tax Exemption Certificate.

16. The Owner must comply with:

- (1) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including the bylaws of the District; and
- (2) all federal, provincial, municipal and environmental licenses, permits (i.e. building and development) and approvals required under applicable enactments.

#### **NO ASSIGNMENT**

17. The Owner may not assign its interest in the Agreement except to a subsequent Owner in fee simple of the Property.

#### **OBLIGATIONS OF DISTRICT**

18. The District must issue a Revitalization Tax Exemption Certificate to the Owner in respect of the Property once the Owner has completed all requirements of the Development Permit and applied for and obtained an Occupancy Permit, if required by the District's Building Inspector, from the District under District's Building Regulation Bylaw, in force from time to time, in relation to the new improvements or alterations to an existing improvement, so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

#### **DISTRICT'S RIGHTS AND POWERS**

19. Nothing contained or implied in this Agreement prejudices or affects the District's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Property, all of which may be fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by the Owner.

#### **GENERAL PROVISIONS**

20. The "Revitalization Tax Exemption Bylaw No. 1059, 2024" and amendments thereto form an integral part of this Agreement.

21. It is mutually understood, agreed and declared by and between the parties that the District has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), expressed or implied, with the Owner other than those expressly contained in this Agreement.

22. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner.

23. This Agreement shall ensure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.

24. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

25. The Owner shall, on the request of the District, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the District necessary to give full effect to the intent of this Agreement.

26. Time is of essence of this Agreement.

27. This Agreement constitutes the entire agreement between the Owner and the District with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the District with the Owner.

28. The covenants set forth in this Agreement shall charge the Property pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Property and bind the Property and every part or parts thereof, and every part to which the Property may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
29. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an Owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future Owners for the time being of the Property or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to any subdivided Property on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Property.
30. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner, or discharged by the District pursuant to the provisions of Section 219 of the *Land Title Act* and this Agreement. All of the costs of the preparation, execution and registration of any amendments or discharges shall be borne by the Owner.
31. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement; and waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
32. This Agreement is not intended to create a partnership, joint venture or agency between the Owner and the District.
33. This Agreement shall be construed according to the laws of the Province of British Columbia.
34. Any references in this agreement to the District or the Owner include their permitted assigns, heirs, successors, officers, employees and agents.
35. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered when received by the District), so long as the notice is addressed as follows:

To the Owner at:

Name: [Insert Owner's Name]

Address: [Insert Owner's Mailing Address]

And

To the District at:

District of Sicamous  
446 Main Street  
Box 219  
Sicamous, BC V0E 2V0

Attention: Corporate Officer

or to such other address to which a party hereto from time to time notifies the other parties in writing.

36. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner executed by the District.

37. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.

38. The Owner represents and warrants to the District that:

- (1) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
- (2) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
- (3) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Property; and
- (4) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

**SEVERANCE**

39. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

Signed, Sealed and Delivered by the **District of Sicamous** by its' authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Signed by the Owner of the Above Noted Property in the presence of:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

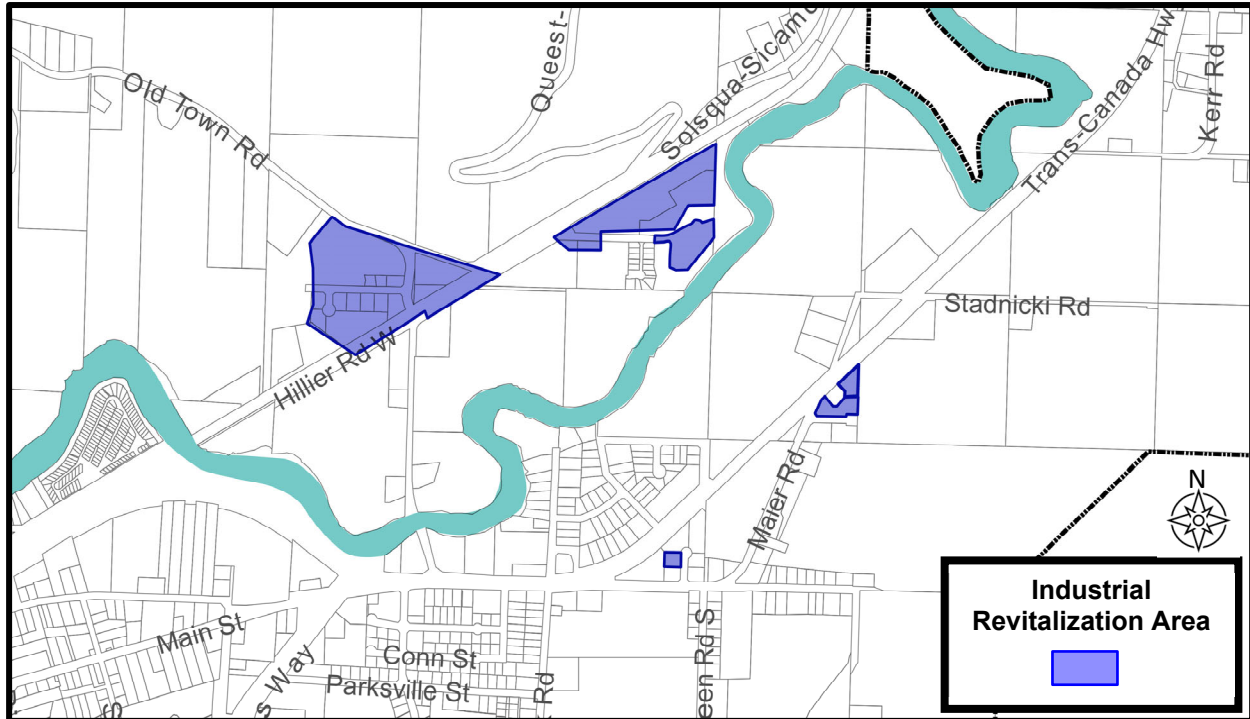
\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

**SCHEDULE 'D'**  
**INDUSTRIAL REVITALIZATION AREA**  
**PROGRAM DETAILS**

**INDUSTRIAL DEVELOPMENT PROGRAM**

1. The Industrial Revitalization Area is comprised of the outlined areas, as illustrated below:



2. A Tax Exemption is authorized for the following Projects within the Industrial Revitalization Area:

- (1) For construction of a new improvement or alteration of an existing improvement where the Property's use is Industrial in Nature and where the alteration has a Construction Value in excess of \$100,000; and
- (2) The District's Zoning Bylaw, as amended from time to time, may allow for the following permitted uses within a revitalization area, however Projects for any of the following uses are not eligible for a revitalization tax exemption within the Industrial Revitalization Area:
  - (1) Commercial Storage Facilities (including but not limited to Storage Facilities, Boat Storage, Outdoor Storage);
  - (2) Cannabis Operations (including but not limited to Retail, Processing, Storage, Production & Wholesale Sales);
  - (3) Alcohol Retail (not including a Brewery, Cidery, Distillery, Meadery or Winery);
  - (4) Drive-Through Service; or
  - (5) Vehicle Service Station.

3. Any construction of new improvements as outlined above, undertaken prior to the submission of an Application for a Tax Exemption will not be eligible for consideration.

4. Application is to be made to the Corporate Officer prior to issuance of a building permit for the Project.

5. The maximum Tax Exemption from Municipal Property Taxes authorized under this Bylaw must not exceed the net increase resulting from the Non-Market Change in Assessed Value of the improvements on the Property between:

- (1) the calendar year prior to the commencement of the Project, as outlined in Section (1) of this Schedule; and,
  - (2) the calendar year in which the Tax Exemption Certificate under this Bylaw has been issued for the completion of the Project, as outlined in Section (1) of this Schedule.
6. The Property's Assessed Value of improvements must not be reduced below the amount assessed in the calendar year prior to the Project, as outlined in Section (1) of this Schedule, as a result of the Tax Exemption.
7. In the Industrial Revitalization Area, a Tax Exemption shall be provided for the following terms:
- (1) Tax Exemption for a term of ten (10) years as follows:
 

|              |                              |
|--------------|------------------------------|
| Year's 1 – 5 | 100% municipal tax exemption |
| Year 6       | 80% municipal tax exemption  |
| Year 7       | 60% municipal tax exemption  |
| Year 8       | 40% municipal tax exemption  |
| Year 9       | 20% municipal tax exemption  |
| Year 10      | 10% municipal tax exemption  |
8. The amount of Tax Exemptions authorized under this Bylaw to calculate the value of land and improvements taxable for general purposes, is equal to any Net Increase Resulting from the Non-Market Change in Assessed Value of improvements on the Property attributed to construction or alterations as outlined in Section (2) of this Schedule.

#### **CONDITIONS OF A REVITALIZATION TAX EXEMPTION CERTIFICATE**

9. This Industrial Revitalization Area Tax Exemption applies and a Revitalization Tax Certificate will be issued only if the following conditions are met:
- (1) the Property is located in the area shown within this schedule; and
  - (2) the Property's use is Industrial in Nature; and
  - (3) the Owner of the Property has entered into an Agreement with the District in the form attached to this Bylaw, as Schedule "D-1; and
  - (4) an Occupancy Permit has been issued under the District's Building Regulation Bylaw in respect of the new improvement or alteration; and
  - (5) the Occupancy Permit has been issued within twenty-four (24) months of the Application being accepted by the District.

**SCHEDULE 'D-1'**  
**INDUSTRIAL REVITALIZATION AREA TAX EXEMPTION AGREEMENT**

This Agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_ is

**BETWEEN:**

**[Company Name]**  
**[Company Address 1]**  
**[Company Address 2]**  
**[Company Address 3]**  
**(the "Owner")**

**AND:**

**CORPORATION OF THE DISTRICT OF SICAMOUS**  
446 Main Street  
Sicamous, British Columbia  
**(the "District")**

**WHEREAS** THE District has under the Bylaw defined in this Agreement established a Revitalization Tax Exemption Program for the purpose of encouraging revitalization of an area of the municipality;

**AND WHEREAS** Council's objective for the revitalization tax exemption program in the Revitalization Areas is to generate economic growth, new investment, community redevelopment, revitalization and purpose-built rental housing as prioritized in the Official Community Plan;

**AND WHEREAS** the Property that is the subject of this Agreement is located in an area designated by the District as a Revitalization Area legally described as:

---

**[insert legal description]**

---

(hereinafter referred to as the "Property");

**AND WHEREAS** the Owner is a registered Owner in fee simple of the Property defined in this Agreement;

**AND WHEREAS** the Property's use is industrial in nature and shall remain an approved industrial use for the duration of this Agreement;

**AND WHEREAS** the Property's use is not listed as a Tax Exemption Exclusion under the Bylaw;

**AND WHEREAS** this Agreement contains the terms and conditions respecting the provision of the municipal property tax exemption under the Bylaw defined in this Agreement;

**AND WHEREAS** the Owner and the District wish to enter into this Agreement and register it against the title to the Lands as a covenant under section 219 of the *Land Title Act*.

**THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the District in the amount of Ten Dollars (\$10.00), the receipt and sufficiency of which are acknowledged by the District, the District and the Owner covenant and agree with each other as follows:

**DEFINITIONS**

1. In this Agreement the following words have the following meanings:

**"Agreement"** means this Agreement, including the express charge terms contained in the Agreement, together with the General Instrument defined in this Agreement;

**"Assessed Value"** has the same meaning as set out in the *Assessment Act* of British Columbia;

**“Bylaw”** means “District of Sicamous Revitalization Tax Exemption Bylaw 1059, 2024” and any amendments to it;

**“Dispose”** means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;

**“General Instrument”** means the Form C (Transfer Form) under the *Land Title Regulations* as amended, and all schedules and addenda to the Form C charging the land and citing the terms and conditions of this Agreement as the “express charge terms” for the purposes of the Form C;

**“Industrial Use”** means the use of land, building or structures for the manufacturing, processing, storing, transporting, distributing, wholesaling, servicing or repairing of goods, materials or things such as (but not limited to) industrial bakeries, custom manufacturing, boat construction, prefabricated home manufacturing, creative product manufacturing, and artisan industrial uses, in accordance with the District’s Zoning Bylaw as amended from time to time;

**“Net Increase Resulting from the Non-Market Change”** means the increase in the assessment of improvements existing on the Property prior to the commencement of the Project;

**“Non-Market Change”** means the change as determined by BC Assessment under the *Assessment Act*, to the improvements portion of a property’s assessed value, after issuance of a building permit for construction that is eligible under this Bylaw that is not due to real estate market fluctuations.

**“Owner”** means the legal registered Owner and any subsequent Owner of the Property or any parts into which the Property is subdivided, and includes any person who is a registered Owner in fee simple of the Property from time to time; and

**“Property”** means the legally described land and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.

## TERM

2. The Owner covenants and agrees with the District that the Term of this Agreement is:

(1) Tax Exemption for a term of ten (10) years as follows:

|              |                              |
|--------------|------------------------------|
| Year’s 1 – 5 | 100% municipal tax exemption |
| Year 6       | 80% municipal tax exemption  |
| Year 7       | 60% municipal tax exemption  |
| Year 8       | 40% municipal tax exemption  |
| Year 9       | 20% municipal tax exemption  |
| Year 10      | 10% municipal tax exemption  |

The term commences on January 1 of the first calendar year after the calendar year that the Revitalization Tax Exemption Certificate is issued prior to October 31.

## THE PROJECT

3. The Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the Revitalization Tax Exemption Program as set out in the Bylaw.

## OPERATION AND MAINTENANCE OF PROJECT

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the Project and keep the Project in a state of good repair as a prudent Owner would do.

## APPLICABLE IMPROVEMENTS

5. A Revitalization Tax Exemption is authorized for the following Projects within the Industrial

**Revitalization Area:**

- (1) For construction of a new improvement or alteration of an existing improvement where the Property's use is Industrial in Nature and where the alteration has a Construction Value in excess of \$100,000; and
- (2) The District's Zoning Bylaw, as amended from time to time, may allow for the following permitted uses within a revitalization area, however Projects for any of the following uses are not eligible for a revitalization tax exemption within the Industrial Revitalization Area:
  - (1) Commercial Storage Facilities (including but not limited to Storage Facilities, Boat Storage, Outdoor Storage);
  - (2) Cannabis Operations (including but not limited to Retail, Processing, Storage, Production & Wholesale Sales);
  - (3) Alcohol Retail (not including a Brewery, Cidery, Distillery, Meadery or Winery);
  - (4) Drive-Through Service; or
  - (5) Vehicle Service Station.

Any construction of a new improvement as outlined in this section that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

6. (1) Once the Owner has completed the construction of the new improvement referred to in Section 5 of this Agreement and all the conditions of any applicable development permit have been completed and the District has issued an Occupancy Permit under the District's Building Regulation Bylaw in respect of the new improvement or alteration of an existing improvement, the District must issue a Revitalization Tax Exemption Certificate to the Owner for the Property if the Owner and the Property are otherwise in compliance with this Agreement.
- (2) A Revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
  - (a) the amount of the Revitalization Tax Exemption or the formula for determining the exemption;
  - (b) the term of the Revitalization Tax Exemption;
  - (c) the conditions on which the Revitalization Tax Exemption is provided; and
  - (d) that a recapture amount is payable if the Revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
- (3) A Revitalization Tax Certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.

**REVITALIZATION TAX EXEMPTION**

7. So long as a Revitalization Tax Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Revitalization Tax Exemption Certificate, from municipal tax payable on the value of land and improvements taxable for general purposes, in accordance with the District's annual Tax Rates Bylaw as amended from time to time.
8. The amount of Revitalization Tax Exemptions authorized under this Bylaw to calculate the general municipal property tax payable (excluding taxes levied on the value of land and improvements taxable for hospital and school purposes) is equal to any net increase resulting from the non-market change in assessed value of improvements on the Property attributed to the building permit issued as a

result of the new construction of an improvement or the alteration of an existing improvement, as outlined in Section 5 of this Agreement.

9. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the net increase resulting from the non-market change in assessed value of the improvements on the Property between:
  - (1) the calendar year before the construction or alteration began, as outlined in Section 5 of this Agreement; and,
  - (2) the calendar year in which the construction or alteration as outlined in Section 5 of this Agreement is completed.
10. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an improvement, or an alteration of an existing improvement, as outlined in Section 5 of this Agreement, as a result of the Revitalization Tax Exemption.
11. The Revitalization Tax Exemption may be cancelled by the District:
  - (1) on the request of the Owner;
  - (2) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 1059, 2024", the Agreement, or the Certificate;
  - (3) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 1059, 2024";
  - (4) the Owner has allowed the property taxes to go into arrears; or
  - (5) the Property is put to a use that is not permitted in the Industrial Revitalization Area.
12. To maintain a Revitalization Tax Exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved.

#### **RECAPTURE**

13. If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner of the property for which the Certificate was issued will remit to the District, no later than 30 days after the date of the cancellation of the Certificate, a recapture amount of the forgone property taxes equal to the amount of the Tax Exemption received after the date of the cancellation.

#### **NO REFUND**

14. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the District's Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

#### **OWNERS OBLIGATIONS**

15. The Owner must pay to the District the cost of all development cost charges and costs of tie-ins of works and services associated with the new improvements or alterations to improvements, to existing storm and sanitary sewer, water mains, water meters, driveways, and other municipal services prior to the issuance of a Revitalization Tax Exemption Certificate.
16. The Owner must comply with:
  - (1) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including the bylaws of the District; and

- (2) all federal, provincial, municipal and environmental licenses, permits (i.e. building and development) and approvals required under applicable enactments.

### **NO ASSIGNMENT**

17. The Owner may not assign its interest in the Agreement except to a subsequent Owner in fee simple of the Property.

### **OBLIGATIONS OF DISTRICT**

18. The District must issue a Revitalization Tax Exemption Certificate to the Owner in respect of the Property once the Owner has completed all requirements of the Development Permit and applied for and obtained an Occupancy Permit, if required by the District's Building Inspector, from the District under District's Building Regulation Bylaw, in force from time to time, in relation to the new improvements or alterations to an existing improvement, so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

### **DISTRICT'S RIGHTS AND POWERS**

19. Nothing contained or implied in this Agreement prejudices or affects the District's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Property, all of which may be fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by the Owner.

### **GENERAL PROVISIONS**

20. The "Revitalization Tax Exemption Bylaw No. 1059, 2024" and amendments thereto form an integral part of this Agreement.
21. It is mutually understood, agreed and declared by and between the parties that the District has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), expressed or implied, with the Owner other than those expressly contained in this Agreement.
22. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner.
23. This Agreement shall ensure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
24. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
25. The Owner shall, on the request of the District, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the District necessary to give full effect to the intent of this Agreement.
26. Time is of essence of this Agreement.
27. This Agreement constitutes the entire agreement between the Owner and the District with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the District with the Owner.
28. The covenants set forth in this Agreement shall charge the Property pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Property and bind the

Property and every part or parts thereof, and every part to which the Property may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.

29. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an Owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future Owners for the time being of the Property or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to any subdivided Property on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Property.
30. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner, or discharged by the District pursuant to the provisions of Section 219 of the *Land Title Act* and this Agreement. All of the costs of the preparation, execution and registration of any amendments or discharges shall be borne by the Owner.
31. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement; and waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
32. This Agreement is not intended to create a partnership, joint venture or agency between the Owner and the District.
33. This Agreement shall be construed according to the laws of the Province of British Columbia.
34. Any references in this agreement to the District or the Owner include their permitted assigns, heirs, successors, officers, employees and agents.
35. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered when received by the District), so long as the notice is addressed as follows:

To the Owner at:

Name: [Insert Owner's Name]

Address: [Insert Owner's Mailing Address]

And

To the District at:

District of Sicamous  
446 Main Street  
Box 219  
Sicamous, BC V0E 2V0

Attention: Corporate Officer

or to such other address to which a party hereto from time to time notifies the other parties in writing.

36. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner executed by the District.
37. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.

38. The Owner represents and warrants to the District that:

- (1) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
- (2) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
- (3) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Property; and
- (4) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

**SEVERANCE**

39. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

Signed, Sealed and Delivered by the  
**District of Sicamous** by its' authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Signed by the Owner of the Above  
Noted Property in the presence of:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

**SCHEDULE 'E'**  
**HOTEL DEVELOPMENT REVITALIZATION AREA**  
**PROGRAM DETAILS**

**HOTEL DEVELOPMENT PROGRAM**

- 1) The Hotel Development Revitalization Area is comprised of all parcels located within the boundaries of the District of Sicamous.
- 2) A Tax Exemption is authorized within the District Boundaries for an eligible Hotel Development as defined within the Bylaw.
- 3) Any construction of new improvements as outlined above, undertaken prior to the submission of an Application for a Tax Exemption will not be eligible for consideration.
- 4) Application is to be made to the Corporate Officer prior to issuance of a building permit for the Project.
- 5) The maximum Tax Exemption from Municipal Property Taxes authorized under this Bylaw must not exceed the net increase resulting from the Non-Market Change in Assessed Value of the improvements on the Property between:
  - (1) the calendar year prior to the commencement of the Project, as outlined in Section (1) of this Schedule; and,
  - (2) the calendar year in which the Tax Exemption Certificate under this Bylaw has been issued for the completion of the Project, as outlined in Section (1) of this Schedule.
- 6) The Property's Assessed Value of improvements must not be reduced below the amount assessed in the calendar year prior to the Project, as outlined in Section (1) of this Schedule, as a result of the Tax Exemption.
- 7) In the Hotel Development Revitalization Area, a Tax Exemption shall be provided for the following terms:
  - (1) Tax Exemption for a term of ten (10) years as follows:

|               |                              |
|---------------|------------------------------|
| Year's 1 - 10 | 100% municipal tax exemption |
|---------------|------------------------------|
- 8) The amount of Tax Exemptions authorized under this Bylaw to calculate the value of land and improvements taxable for general purposes, is equal to any Net Increase Resulting from the Non-Market Change in Assessed Value of improvements on the Property attributed to construction or alterations as outlined in Section (2) of this Schedule.

**CONDITIONS OF A REVITALIZATION TAX EXEMPTION CERTIFICATE**

- 9) This Hotel Development Area Tax Exemption applies and a Revitalization Tax Certificate will be issued only if the following conditions are met:
  - (1) the Property is an eligible Hotel Development located within the District Boundaries; and
  - (2) the Property's use is Commercial in Nature; and
  - (3) the Owner of the Property has entered into an Agreement with the District in the form attached to this Bylaw, as Schedule "E-1; and
  - (4) an Occupancy Permit has been issued under the District's Building Regulation Bylaw in respect of the new improvement or alteration; and
  - (5) the Occupancy Permit has been issued within twenty-four (24) months of the Application being accepted by the District.

**SCHEDULE 'E-1'**  
**HOTEL DEVELOPMENT REVITALIZATION AREA TAX EXEMPTION AGREEMENT**

This Agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_ is

**BETWEEN:**

**[Company Name]**  
**[Company Address 1]**  
**[Company Address 2]**  
**[Company Address 3]**  
**(the "Owner")**

**AND:**

**CORPORATION OF THE DISTRICT OF SICAMOUS**  
446 Main Street  
Sicamous, British Columbia  
**(the "District")**

**WHEREAS** THE District has under the Bylaw defined in this Agreement established a Revitalization Tax Exemption Program for the purpose of encouraging revitalization of an area of the municipality;

**AND WHEREAS** Council's objective for the revitalization tax exemption program in the Revitalization Areas is to generate economic growth, new investment, community redevelopment, revitalization and purpose-built rental housing as prioritized in the Official Community Plan;

**AND WHEREAS** the Property that is the subject of this Agreement is located in an area designated by the District as a Revitalization Area legally described as:

---

**[insert legal description]**

---

(hereinafter referred to as the "Property");

**AND WHEREAS** the Owner is a registered Owner in fee simple of the Property defined in this Agreement;

**AND WHEREAS** the Property's use is commercial in nature and shall remain a Hotel Development for the duration of this Agreement;

**AND WHEREAS** this Agreement contains the terms and conditions respecting the provision of the municipal property tax exemption under the Bylaw defined in this Agreement;

**AND WHEREAS** the Owner and the District wish to enter into this Agreement and register it against the title to the Lands as a covenant under section 219 of the *Land Title Act*.

**THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the District in the amount of Ten Dollars (\$10.00), the receipt and sufficiency of which are acknowledged by the District, the District and the Owner covenant and agree with each other as follows:

**DEFINITIONS**

1. In this Agreement the following words have the following meanings:

**"Agreement"** means this Agreement, including the express charge terms contained in the Agreement, together with the General Instrument defined in this Agreement;

**"Assessed Value"** has the same meaning as set out in the *Assessment Act* of British Columbia;

**"Bylaw"** means "District of Sicamous Revitalization Tax Exemption Bylaw 1059, 2024" and any amendments to it;

**“Dispose”** means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;

**“Hotel Development”** means a building or group of buildings containing not less than twenty-five (25) sleeping units which are available to the general public for short term daily occupancy for not less than 182 days each year, which Hotel Development may include attached or ancillary conference and recreation facilities, restaurants, service businesses and retail outlets, and, if sleeping units in the Hotel Development are stratified, the strata lots must be subject to a *Land Title Act*, Section 219 covenant in favour of the District requiring them to be used for tourist occupancy not less than 182 days each calendar year;

**“General Instrument”** means the Form C (Transfer Form) under the *Land Title Regulations* as amended, and all schedules and addenda to the Form C charging the land and citing the terms and conditions of this Agreement as the “express charge terms” for the purposes of the Form C;

**“Net Increase Resulting from the Non-Market Change”** means the increase in the assessment of improvements existing on the Property prior to the commencement of the Project;

**“Non-Market Change”** means the change as determined by BC Assessment under the *Assessment Act*, to the improvements portion of a property’s assessed value, after issuance of a building permit for construction that is eligible under this Bylaw that is not due to real estate market fluctuations.

**“Owner”** means the legal registered Owner and any subsequent Owner of the Property or any parts into which the Property is subdivided, and includes any person who is a registered Owner in fee simple of the Property from time to time; and

**“Property”** means the legally described land and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.

## TERM

2. The Owner covenants and agrees with the District that the Term of this Agreement is:

(1) Tax Exemption for a term of ten (10) years as follows:

|               |                              |
|---------------|------------------------------|
| Year’s 1 - 10 | 100% municipal tax exemption |
|---------------|------------------------------|

The term commences on January 1 of the first calendar year after the calendar year that the Revitalization Tax Exemption Certificate is issued prior to October 31.

## THE PROJECT

3. The Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the Revitalization Tax Exemption Program as set out in the Bylaw.

## OPERATION AND MAINTENANCE OF PROJECT

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the Project and keep the Project in a state of good repair as a prudent Owner would do.

## APPLICABLE IMPROVEMENTS

5. A Revitalization Tax Exemption is authorized within the District Boundaries for an eligible Hotel Development as defined within the Bylaw.

Any construction of a new improvement as outlined in this section that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

6. (1) Once the Owner has completed the construction of the new improvement referred to in Section 5 of this Agreement and all the conditions of any applicable development permit have been completed and the District has issued an Occupancy Permit under the District's Building Regulation Bylaw in respect of the new improvement or alteration of an existing improvement, the District must issue a Revitalization Tax Exemption Certificate to the Owner for the Property if the Owner and the Property are otherwise in compliance with this Agreement.
- (2) A Revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
  - (a) the amount of the Revitalization Tax Exemption or the formula for determining the exemption;
  - (b) the term of the Revitalization Tax Exemption;
  - (c) the conditions on which the Revitalization Tax Exemption is provided; and
  - (d) that a recapture amount is payable if the Revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
- (3) A Revitalization Tax Certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.

**REVITALIZATION TAX EXEMPTION**

7. So long as a Revitalization Tax Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Revitalization Tax Exemption Certificate, from municipal tax payable on the value of land and improvements taxable for general purposes, in accordance with the District's annual Tax Rates Bylaw as amended from time to time.
8. The amount of Revitalization Tax Exemptions authorized under this Bylaw to calculate the general municipal property tax payable (excluding taxes levied on the value of land and improvements taxable for hospital and school purposes) is equal to any net increase resulting from the non-market change in assessed value of improvements on the Property attributed to the building permit issued as a result of the new construction of an improvement or the alteration of an existing improvement, as outlined in Section 5 of this Agreement.
9. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the net increase resulting from the non-market change in assessed value of the improvements on the Property between:
  - (1) the calendar year before the construction or alteration began, as outlined in Section 5 of this Agreement; and,
  - (2) the calendar year in which the construction or alteration as outlined in Section 5 of this Agreement is completed.
10. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an improvement, or an alteration of an existing improvement, as outlined in Section 5 of this Agreement, as a result of the Revitalization Tax Exemption.
11. The Revitalization Tax Exemption may be cancelled by the District:
  - (1) on the request of the Owner;
  - (2) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 1059, 2024", the Agreement, or the Certificate;

- (3) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 1059, 2024";
  - (4) the Owner has allowed the property taxes to go into arrears; or
  - (5) the Property is put to a use that is not consistent with a Hotel Development.
12. To maintain a Revitalization Tax Exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved.

### **RECAPTURE**

13. If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner of the property for which the Certificate was issued will remit to the District, no later than 30 days after the date of the cancellation of the Certificate, a recapture amount of the forgone property taxes equal to the amount of the Tax Exemption received after the date of the cancellation.

### **NO REFUND**

14. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the District's Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

### **OWNERS OBLIGATIONS**

15. The Owner must pay to the District the cost of all development cost charges and costs of tie-ins of works and services associated with the new improvements or alterations to improvements, to existing storm and sanitary sewer, water mains, water meters, driveways, and other municipal services prior to the issuance of a Revitalization Tax Exemption Certificate.
16. The Owner must comply with:
- (1) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including the bylaws of the District; and
  - (2) all federal, provincial, municipal and environmental licenses, permits (i.e. building and development) and approvals required under applicable enactments.

### **NO ASSIGNMENT**

17. The Owner may not assign its interest in the Agreement except to a subsequent Owner in fee simple of the Property.

### **OBLIGATIONS OF DISTRICT**

18. The District must issue a Revitalization Tax Exemption Certificate to the Owner in respect of the Property once the Owner has completed all requirements of the Development Permit and applied for and obtained an Occupancy Permit, if required by the District's Building Inspector, from the District under District's Building Regulation Bylaw, in force from time to time, in relation to the new improvements or alterations to an existing improvement, so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

### **DISTRICT'S RIGHTS AND POWERS**

19. Nothing contained or implied in this Agreement prejudices or affects the District's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Property, all of which may be fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by the Owner.

**GENERAL PROVISIONS**

20. The "Revitalization Tax Exemption Bylaw No. 1059, 2024" and amendments thereto form an integral part of this Agreement.
21. It is mutually understood, agreed and declared by and between the parties that the District has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), expressed or implied, with the Owner other than those expressly contained in this Agreement.
22. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner.
23. This Agreement shall ensure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
24. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
25. The Owner shall, on the request of the District, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the District necessary to give full effect to the intent of this Agreement.
26. Time is of essence of this Agreement.
27. This Agreement constitutes the entire agreement between the Owner and the District with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the District with the Owner.
28. The covenants set forth in this Agreement shall charge the Property pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Property and bind the Property and every part or parts thereof, and every part to which the Property may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
29. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an Owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future Owners for the time being of the Property or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to any subdivided Property on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Property.
30. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner, or discharged by the District pursuant to the provisions of Section 219 of the *Land Title Act* and this Agreement. All of the costs of the preparation, execution and registration of any amendments or discharges shall be borne by the Owner.
31. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement; and waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
32. This Agreement is not intended to create a partnership, joint venture or agency between the Owner and the District.
33. This Agreement shall be construed according to the laws of the Province of British Columbia.

34. Any references in this agreement to the District or the Owner include their permitted assigns, heirs, successors, officers, employees and agents.
35. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered when received by the District), so long as the notice is addressed as follows:

To the Owner at:

Name: [Insert Owner's Name]

Address: [Insert Owner's Mailing Address]

And

To the District at:

District of Sicamous  
446 Main Street  
Box 219  
Sicamous, BC V0E 2V0

Attention: Corporate Officer

or to such other address to which a party hereto from time to time notifies the other parties in writing.

36. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner executed by the District.
37. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
38. The Owner represents and warrants to the District that:
- (1) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
  - (2) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
  - (3) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Property; and
  - (4) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

## **SEVERANCE**

39. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

Signed, Sealed and Delivered by the  
**District of Sicamous** by its' authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signed by the Owner of the Above  
Noted Property in the presence of:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE 'F'**  
**PURPOSE-BUILT RENTAL HOUSING REVITALIZATION AREA**  
**PROGRAM DETAILS**

**PURPOSE-BUILT RENTAL HOUSING PROGRAM**

- 1) The Purpose-Built Rental Housing Area is comprised of all parcels located within the boundaries of the District of Sicamous.
- 2) A Tax Exemption is authorized within the District Boundaries for an eligible Purpose-Built Rental Housing Development as defined within the Bylaw.
- 3) Any construction of new improvements as outlined above, undertaken prior to the submission of an Application for a Tax Exemption will not be eligible for consideration.
- 4) Application is to be made to the Corporate Officer prior to issuance of a building permit for the Project.
- 5) The maximum Tax Exemption from Municipal Property Taxes authorized under this Bylaw must not exceed the net increase resulting from the Non-Market Change in Assessed Value of the improvements on the Property between:
  - (1) the calendar year prior to the commencement of the Project, as outlined in Section (1) of this Schedule; and,
  - (2) the calendar year in which the Tax Exemption Certificate under this Bylaw has been issued for the completion of the Project, as outlined in Section (1) of this Schedule.
- 6) The Property's Assessed Value of improvements must not be reduced below the amount assessed in the calendar year prior to the Project, as outlined in Section (1) of this Schedule, as a result of the Tax Exemption.
- 7) In the Purpose-Built Rental Housing Area, a Tax Exemption shall be provided for the following terms:
  - (1) Tax Exemption for a term of ten (10) years as follows:

|               |                              |
|---------------|------------------------------|
| Year's 1 - 10 | 100% municipal tax exemption |
|---------------|------------------------------|
- 8) The amount of Tax Exemptions authorized under this Bylaw to calculate the value of land and improvements taxable for general purposes, is equal to any Net Increase Resulting from the Non-Market Change in Assessed Value of improvements on the Property attributed to construction or alterations as outlined in Section (2) of this Schedule.

**CONDITIONS OF A REVITALIZATION TAX EXEMPTION CERTIFICATE**

- 9) This Purpose-Built Rental Housing Development Area Tax Exemption applies and a Revitalization Tax Certificate will be issued only if the following conditions are met:
  - (1) the Property is an eligible Purpose-Built Rental Housing Development located within the District Boundaries; and
  - (2) the Property's use is Residential in Nature; and
  - (3) the Owner of the Property has entered into an Agreement with the District in the form attached to this Bylaw, as Schedule "F-1; and
  - (4) an Occupancy Permit has been issued under the District's Building Regulation Bylaw in respect of the new improvement or alteration; and

- (5) the Occupancy Permit has been issued within twenty-four (24) months of the Application being accepted by the District; and
- (6) a Housing Agreement has been established and a covenant registered in the Land Title Office under section 219 of the *Land Title Act*.

The Housing Agreement will be a housing agreement pursuant to a Bylaw adopted under section 483 of the *Local Government Act*, or an agreement for the provision of Affordable Rental Housing with BC Housing or CMHC. The Housing Agreement registered on title must be for a minimum term of twenty-five (25) years and include the following:

- (1) Restrict residential use to long-term (30 days or greater) rental only tenure;
- (2) Prohibit stratification;
- (3) Prohibit individual sale; and
- (4) Prohibit short-term rentals.

**SCHEDULE 'F-1'**  
**PURPOSE-BUILT RENTAL HOUSING REVITALIZATION AREA TAX EXEMPTION AGREEMENT**

This Agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_ is

**BETWEEN:**

**[Company Name]**  
**[Company Address 1]**  
**[Company Address 2]**  
**[Company Address 3]**  
**(the "Owner")**

**AND:**

**CORPORATION OF THE DISTRICT OF SICAMOUS**  
446 Main Street  
Sicamous, British Columbia  
**(the "District")**

**WHEREAS** THE District has under the Bylaw defined in this Agreement established a Revitalization Tax Exemption Program for the purpose of encouraging revitalization of an area of the municipality;

**AND WHEREAS** Council's objective for the revitalization tax exemption program in the Revitalization Areas is to generate economic growth, new investment, community redevelopment, revitalization and purpose-built rental housing as prioritized in the Official Community Plan;

**AND WHEREAS** the Property that is the subject of this Agreement is located in an area designated by the District as a Revitalization Area legally described as:

---

**[insert legal description]**

---

(hereinafter referred to as the "Property");

**AND WHEREAS** the Owner is a registered Owner in fee simple of the Property defined in this Agreement;

**AND WHEREAS** the Property's use is purpose-built rental housing in nature and shall remain a Purpose-Build Rental Housing Development for the duration of this Agreement;

**AND WHEREAS** this Agreement contains the terms and conditions respecting the provision of the municipal property tax exemption under the Bylaw defined in this Agreement;

**AND WHEREAS** the Owner and the District wish to enter into this Agreement and register it against the title to the Lands as a covenant under section 219 of the *Land Title Act*.

**THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the District in the amount of Ten Dollars (\$10.00), the receipt and sufficiency of which are acknowledged by the District, the District and the Owner covenant and agree with each other as follows:

**DEFINITIONS**

1. In this Agreement the following words have the following meanings:

**"Agreement"** means this Agreement, including the express charge terms contained in the Agreement, together with the General Instrument defined in this Agreement;

**"Assessed Value"** has the same meaning as set out in the *Assessment Act* of British Columbia;

**"Bylaw"** means "District of Sicamous Revitalization Tax Exemption Bylaw 1059, 2024" and any amendments to it;

**“Purpose-Built Rental Housing Development”** means a project with ten (10) or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need in the *District of Sicamous Housing Needs Assessment*. Purpose-built rental housing does not include buildings that are stratified, except those stratified buildings that are subject to operating agreements with the Provincial Rental Housing Corporation;

**“Dispose”** means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;

**“General Instrument”** means the Form C (Transfer Form) under the *Land Title Regulations* as amended, and all schedules and addenda to the Form C charging the land and citing the terms and conditions of this Agreement as the “express charge terms” for the purposes of the Form C;

**“Net Increase Resulting from the Non-Market Change”** means the increase in the assessment of improvements existing on the Property prior to the commencement of the Project;

**“Non-Market Change”** means the change as determined by BC Assessment under the *Assessment Act*, to the improvements portion of a property’s assessed value, after issuance of a building permit for construction that is eligible under this Bylaw that is not due to real estate market fluctuations.

**“Owner”** means the legal registered Owner and any subsequent Owner of the Property or any parts into which the Property is subdivided, and includes any person who is a registered Owner in fee simple of the Property from time to time; and

**“Property”** means the legally described land and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.

## TERM

2. The Owner covenants and agrees with the District that the Term of this Agreement is:

(1) Tax Exemption for a term of ten (10) years as follows:

|               |                              |
|---------------|------------------------------|
| Year’s 1 - 10 | 100% municipal tax exemption |
|---------------|------------------------------|

The term commences on January 1 of the first calendar year after the calendar year that the Revitalization Tax Exemption Certificate is issued prior to October 31.

## THE PROJECT

3. The Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the Revitalization Tax Exemption Program as set out in the Bylaw.

## OPERATION AND MAINTENANCE OF PROJECT

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the Project and keep the Project in a state of good repair as a prudent Owner would do.

## APPLICABLE IMPROVEMENTS

5. A Revitalization Tax Exemption is authorized within the District Boundaries for an eligible Purpose-Built Rental Housing Development as defined within the Bylaw.

Any construction of a new improvement as outlined in this section that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

6. (1) Once the Owner has completed the construction of the new improvement referred to in Section 5 of this Agreement and all the conditions of any applicable development permit have been completed and the District has issued an Occupancy Permit under the District's Building Regulation Bylaw in respect of the new improvement or alteration of an existing improvement and the Owner has met all restrictive covenant requirements under the Purpose-Built Rental Housing Revitalization Area, the District must issue a Revitalization Tax Exemption Certificate to the Owner for the Property if the Owner and the Property are otherwise in compliance with this Agreement.
- (2) A Revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
  - (a) the amount of the Revitalization Tax Exemption or the formula for determining the exemption;
  - (b) the term of the Revitalization Tax Exemption;
  - (c) the conditions on which the Revitalization Tax Exemption is provided; and
  - (d) that a recapture amount is payable if the Revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
- (3) A Revitalization Tax Certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.

**REVITALIZATION TAX EXEMPTION**

7. So long as a Revitalization Tax Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Revitalization Tax Exemption Certificate, from municipal tax payable on the value of land and improvements taxable for general purposes, in accordance with the District's annual Tax Rates Bylaw as amended from time to time.
8. The amount of Revitalization Tax Exemptions authorized under this Bylaw to calculate the general municipal property tax payable (excluding taxes levied on the value of land and improvements taxable for hospital and school purposes) is equal to any net increase resulting from the non-market change in assessed value of improvements on the Property attributed to the building permit issued as a result of the new construction of an improvement or the alteration of an existing improvement, as outlined in Section 5 of this Agreement.
9. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the net increase resulting from the non-market change in assessed value of the improvements on the Property between:
  - (1) the calendar year before the construction or alteration began, as outlined in Section 5 of this Agreement; and,
  - (2) the calendar year in which the construction or alteration as outlined in Section 5 of this Agreement is completed.
10. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an improvement, or an alteration of an existing improvement, as outlined in Section 5 of this Agreement, as a result of the Revitalization Tax Exemption.
11. The Revitalization Tax Exemption may be cancelled by the District:
  - (1) on the request of the Owner;

- (2) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 1059, 2024", the Agreement, or the Certificate;
  - (3) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 1059, 2024";
  - (4) the Owner has allowed the property taxes to go into arrears;
  - (5) the Property is put to a use in a manner that is not consistent with a Purpose-Built Rental Housing Development; or
  - (6) the Owner breaches the terms of the restrictive covenant registered on title of the Property.
12. To maintain a Revitalization Tax Exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved.

### **RECAPTURE**

13. If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner of the property for which the Certificate was issued will remit to the District, no later than 30 days after the date of the cancellation of the Certificate, a recapture amount of the forgone property taxes equal to the amount of the Tax Exemption received after the date of the cancellation.

### **NO REFUND**

14. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the District's Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

### **OWNERS OBLIGATIONS**

15. The Owner must pay to the District the cost of all development cost charges and costs of tie-ins of works and services associated with the new improvements or alterations to improvements, to existing storm and sanitary sewer, water mains, water meters, driveways, and other municipal services prior to the issuance of a Revitalization Tax Exemption Certificate.
16. The Owner must comply with:
- (1) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including the bylaws of the District; and
  - (2) all federal, provincial, municipal and environmental licenses, permits (i.e. building and development) and approvals required under applicable enactments.

### **NO ASSIGNMENT**

17. The Owner may not assign its interest in the Agreement except to a subsequent Owner in fee simple of the Property.

### **OBLIGATIONS OF DISTRICT**

18. The District must issue a Revitalization Tax Exemption Certificate to the Owner in respect of the Property once the Owner has completed all requirements of the Development Permit and applied for and obtained an Occupancy Permit, if required by the District's Building Inspector, from the District under District's Building Regulation Bylaw, in force from time to time, in relation to the new improvements or alterations to an existing improvement, so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

**DISTRICT'S RIGHTS AND POWERS**

19. Nothing contained or implied in this Agreement prejudices or affects the District's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Property, all of which may be fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by the Owner.

**GENERAL PROVISIONS**

20. The "Revitalization Tax Exemption Bylaw No. 1059, 2024" and amendments thereto form an integral part of this Agreement.
21. It is mutually understood, agreed and declared by and between the parties that the District has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), expressed or implied, with the Owner other than those expressly contained in this Agreement.
22. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner.
23. This Agreement shall ensure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
24. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
25. The Owner shall, on the request of the District, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the District necessary to give full effect to the intent of this Agreement.
26. Time is of essence of this Agreement.
27. This Agreement constitutes the entire agreement between the Owner and the District with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the District with the Owner.
28. The covenants set forth in this Agreement shall charge the Property pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Property and bind the Property and every part or parts thereof, and every part to which the Property may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
29. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an Owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future Owners for the time being of the Property or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to any subdivided Property on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Property.
30. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner, or discharged by the District pursuant to the provisions of Section 219 of the *Land Title Act* and this Agreement. All of the costs of the preparation, execution and registration of any amendments or discharges shall be borne by the Owner.

31. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement; and waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
32. This Agreement is not intended to create a partnership, joint venture or agency between the Owner and the District.
33. This Agreement shall be construed according to the laws of the Province of British Columbia.
34. Any references in this agreement to the District or the Owner include their permitted assigns, heirs, successors, officers, employees and agents.
35. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered when received by the District), so long as the notice is addressed as follows:

To the Owner at:

Name: [Insert Owner's Name]

Address: [Insert Owner's Mailing Address]

And

To the District at:

District of Sicamous  
446 Main Street  
Box 219  
Sicamous, BC V0E 2V0

Attention: Corporate Officer

or to such other address to which a party hereto from time to time notifies the other parties in writing.

36. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner executed by the District.
37. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
38. The Owner represents and warrants to the District that:
  - (1) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
  - (2) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
  - (3) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Property; and
  - (4) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

**SEVERANCE**

39. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

Signed, Sealed and Delivered by the  
**District of Sicamous** by its' authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signed by the Owner of the Above  
Noted Property in the presence of:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## DISTRICT OF SICAMOUS

### Action Report

---

**REPORT DATE:** July 08, 2026  
**TO:** Council  
**FROM:** Nicole Hansen, Director of Development Services  
**SUBJECT:** 26-DVP-007 (438 Maduik Avenue)  
**FILE NUMBER:** 26-DVP-007

---

#### **RECOMMENDATION:**

THAT District of Sicamous council authorize and issue Development Variance Permit 26-DVP-007 for the property located at 438 Maduik.

#### **PURPOSE:**

To consider the proposed development variance permit varying provisions of the District of Sicamous Zoning Bylaw No. 1100, 2024 to facilitate a building permit application for the construction of an addition to a garage at the property legally described as LOT 1 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT PLAN 31417 (438 Maduik).

#### **BACKGROUND:**

The subject property is zoned R-1 General Residential. The property features two structures - a primary dwelling unit and a garage. Construction of the addition to the garage commenced prior to a building permit being applied for. Upon review of the building permit application, it was identified that a development variance permit would be required to recognize the addition has been constructed within the required interior setback.

#### **DISCUSSION:**

If approved, the DVP would vary the following section of the District of Sicamous Zoning Bylaw No. 1100, 2024:

- Section 4.2.2.7: The minimum interior side setback, for Accessory Buildings and Structures, be relaxed from the required 1.5m to the proposed 0.9m.

#### **Official Community Plan Bylaw No. 918, 2016**

The subject property is designated Low Density Residential and is located in the "Floodplain" per Schedule E (Environmentally Sensitive and Hazard Areas) and within the "2 km Buffer Area" for wildfire interface, as shown on Schedule F.

#### **Zoning Bylaw No. 1100, 2024**

The property is zoned R-1 General Residential. The neighboring properties are also zone R-1 General Residential. R-1 zone supports a garage.

#### **INTERNAL CIRCULATION:**

The proposal was circulated to internal departments and concerns were raised.

**LEGAL/STATUTORY PROCEDURAL REQUIREMENTS:**

The District has adopted Public Notice Bylaw No. 1112, 2026 and Public Notice Policy A-38. Required notice under Section 499 of the Local Government Act and Development Application Procedures Bylaw No. 639, 2006 has been provided.

**FINANCIAL/BUDGETARY IMPLICATIONS:**

No financial implications identified as part of this proposal.

**EXTERNAL AGENCY/PUBLIC COMMENTS:**

As of the writing of this report, one positive written response has been received from the public, and is attached to this report for council's consideration. Any responses submitted to the District in relation to the required notification will be accepted until 4:30 p.m. on Tuesday, July 7, 2026, and will be included as attachments to this report.

**COMMUNICATIONS COMMENTS:**

As this came to the district through a building permit application and is minor in nature, it was not presented to the planning and development committee.

**ALIGNMENT WITH STRATEGIC PLAN:**

No particular alignment to the *Strategic Plan 2022 - 2026* has been found.

**OPTIONS:**

- 1. Endorse the recommendation
- 2. Endorse the recommendation with amendments
- 3. Defer the matter
- 4. Deny the recommendation

Respectfully submitted,



Nicole Hansen  
Director of Development Services

Attachment:

[26-DVP-007 \(438 Maduik Avenue\)](#)

[Building Location Certificate](#)

[R-1 General Residential](#)

[Public Input](#)

**Approved By:**

Shawna Koll, Director of Corporate Services  
Bianca Colonna, Director of Finance

**Status:**

Approved - 29 Jun 2026  
Approved - 29 Jun 2026

**Development Variance Permit**

Permit No: **26-DVP-007**

To: MARK ALLAN COLBERT  
GLENN GAIL BURTON  
438 MADIUK AVENUE  
SICAMOUS, BC  
VOE 2V1

1. This Development Variance Permit is issued in accordance with Section 498 of the *Local Government Act* and is subject to compliance with all Bylaws of the District of Sicamous applicable thereto, except as varied or supplemented by this Permit.
2. This Development Variance Permit applies to and only to those lands within the District of Sicamous described below:

**Legal Description:** LOT 1 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT  
PLAN 31417  
**PID:** 003-717-976  
(Property referred to as "Land" outlined on schedule 'A')

3. The District of Sicamous Zoning Bylaw No. 1100, 2024 is varied as follows:  

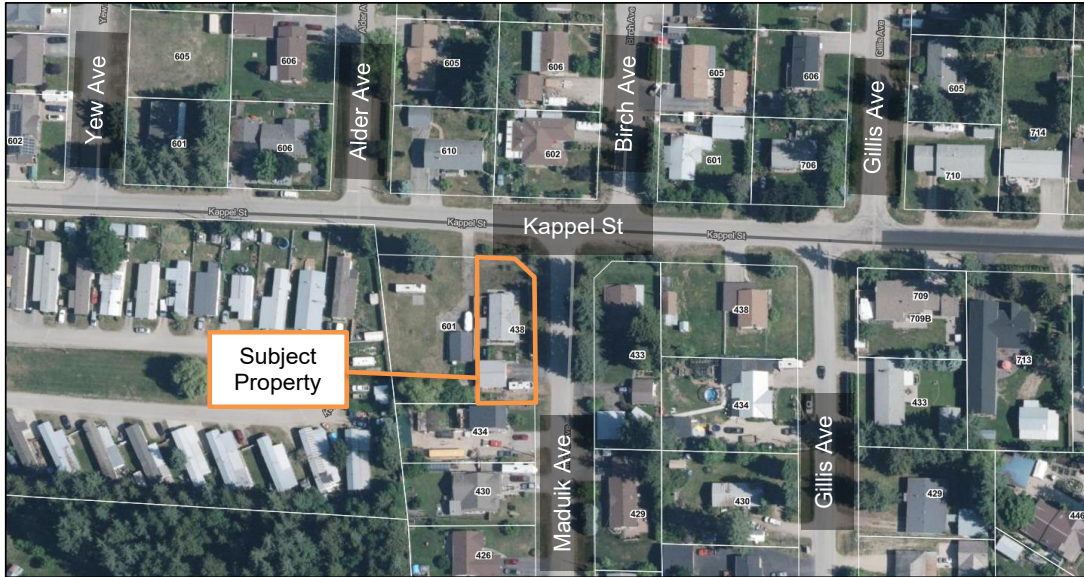
Section 4.2.2.7: The minimum interior side setback, for Accessory Buildings and Structures, be relaxed from the required 1.5m to the proposed 0.9m, as shown on Schedule B.
4. Notice of this Permit shall be filed in the Land Title Office at Kamloops, BC, under Section 503 of the *Local Government Act*, and upon such filing, the terms of this Permit and any other amendment thereto shall be binding upon all people who acquire an interest in the Land affected by the Permit.
5. If the Permittee does not substantially commence the development permitted by this Permit within two (2) years of the date of issuance of this Permit, this Permit shall lapse.
6. This Permit is not a Building Permit.

AUTHORIZED and ISSUED BY RESOLUTION OF THE COUNCIL OF THE DISTRICT OF SICAMOUS ON THE 8<sup>th</sup> day of July 2026.

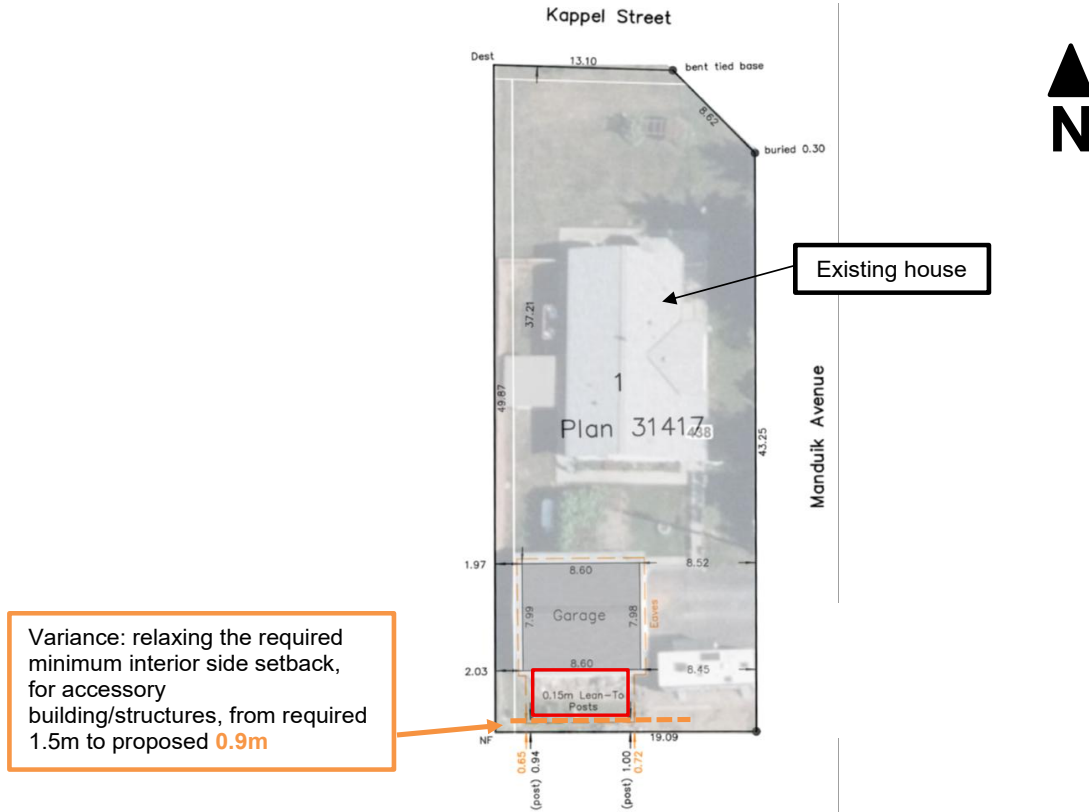
---

Corporate Officer

### Schedule A - Land



### Schedule B - Variance



**BC LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE**

To: Mark Colbert  
438 Madiuk Ave  
Sicamous, BC  
V0E 2V1

Re: Lot 1, District Lot 496, KDYD,  
Plan 31417

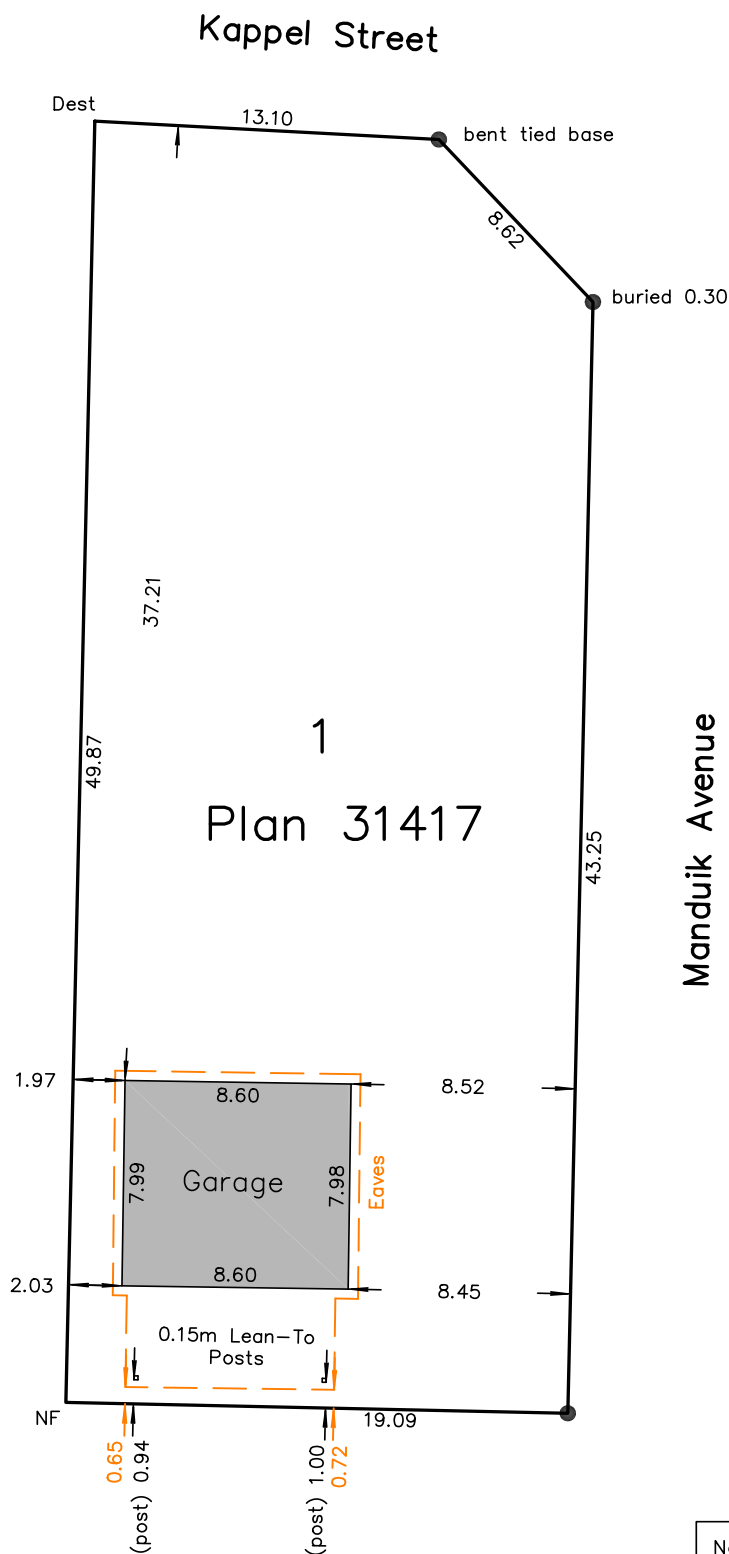
Your File:

Parcel Identifier (PID): 003-717-976  
Civic Address: 438 Madiuk Ave, Sicamous

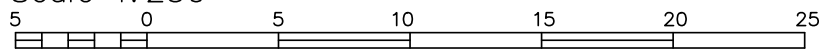
List of documents registered on title which may affect the location of improvements:  
Statutory Building Scheme: R79600

**LEGEND**

- Standard Iron Post Found (OIP)
- NF Denotes nothing found
- Dest Denotes destroyed



Scale 1:250



All distances are in metres.  
Dimensions derived from Plan 31417

**Note:** Building Location Certificate on new construction only. Other structures may exist on subject property.

Offsets from property line to building are measured from the siding.

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 boundaries.

This building location certificate has been prepared in accordance with the Professional Reference Manual and is certified correct this 16th day of June, 2026.

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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 or DIGITALLY SIGNED.**

BCLS

Our File: 173-26 Fb: 173-26.raw

**.2 R-1 General Residential****INTENT**

This zone is intended to support low-density residential Parcels.

**PERMITTED USES****.1 Principal Uses**

- Single-Unit Dwelling
- Two-Unit Dwelling

**.2 Accessory Uses**

- Bed & Breakfast
- Home Based Business
- Coach House
- Secondary Suite
- Garden Suite

**DEVELOPMENT REGULATIONS****.3 Density**

- |  |   |
|--|---|
| Maximum number of Principal Dwelling Units per Parcel: | <ul style="list-style-type: none"> <li>• 1 Single-Unit Dwelling; or</li> <li>• 1 Two-Unit Dwelling</li> </ul>   |
| Maximum number of Dwelling Units per Parcel:           | <ul style="list-style-type: none"> <li>• 2; 1 Principal Dwelling Unit and 1 detached Accessory Dwelling Unit or 1 Principal Dwelling Unit and 1 Secondary Suite.</li> </ul> |

**.4 Parcel Coverage**

- |   |  |
|---|--|
| The maximum Parcel Coverage of Buildings and Structures is: | <ul style="list-style-type: none"> <li>• 50%</li> </ul>  |
| The maximum Impermeable Surface is:                         | <ul style="list-style-type: none"> <li>• 60 %</li> </ul> |

**.5 Maximum Height**

- |                                     |   |
|-------------------------------------|---|
| Principal Building:                 | <ul style="list-style-type: none"> <li>• 11m</li> </ul> |
| Accessory Buildings and Structures: | <ul style="list-style-type: none"> <li>• 6 m</li> </ul> |

**.6 Principal Building Setbacks**

- The minimum setbacks for Principal Buildings and Structures are:
- |                |   |
|----------------|---|
| Front:         | <ul style="list-style-type: none"> <li>• 5m</li> </ul>  |
| Rear:          | <ul style="list-style-type: none"> <li>• 4m</li> </ul>  |
| Interior Side: | <ul style="list-style-type: none"> <li>• 1.5 m; 0 m when separated by a party wall</li> </ul> |
| Exterior Side: | <ul style="list-style-type: none"> <li>• 4.5m</li> </ul>                                      |

**.7 Accessory Setbacks**

- The minimum Setbacks for Accessory Buildings and Structures are:
- |                |   |
|----------------|---|
| Front:         | <ul style="list-style-type: none"> <li>• 5m</li> </ul>    |
| Rear:          | <ul style="list-style-type: none"> <li>• 1.5 m</li> </ul> |
| Side:          | <ul style="list-style-type: none"> <li>• 1.5 m</li> </ul> |
| Exterior Side: | <ul style="list-style-type: none"> <li>• 3 m</li> </ul>   |

**SUBDIVISION REGULATIONS****.8 Minimum Parcel Area**

- |                             |   |
|-----------------------------|---|
| The minimum Parcel Area is: | <ul style="list-style-type: none"> <li>• 450 m<sup>2</sup></li> </ul> |
|-----------------------------|---|

**.9 Parcel Dimensions**

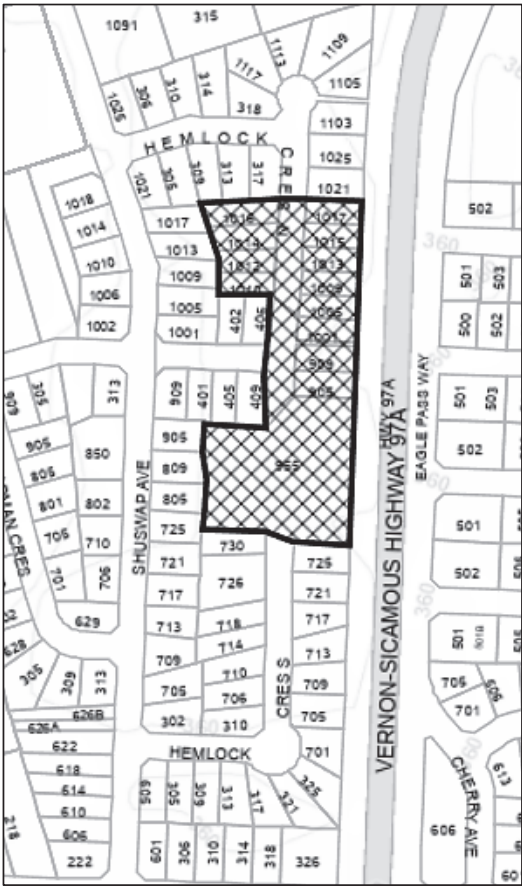
- |                                 |  |
|---------------------------------|--|
| The minimum Parcel frontage is: | <ul style="list-style-type: none"> <li>• 14 m</li> </ul> |
|---------------------------------|--|

**PARKING**

- .10 Off-Street Parking shall be provided in accordance with the Sicamous Zoning Bylaw – Schedule D.

**REGULATIONS AND CONDITIONS OF USE**

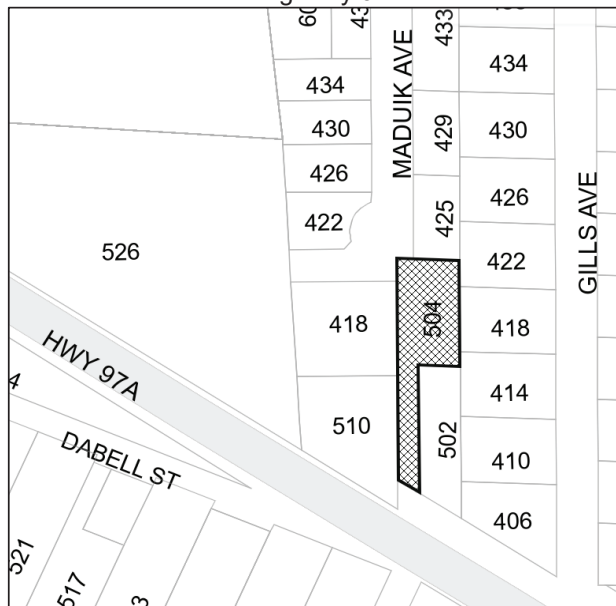
- .11 The following regulations and conditions of use shall apply:
  - a **Secondary Suite**  
A Secondary Suite is not permitted in a Two-Unit Dwelling.
  - b **General Regulations**  
See the General Regulations section of this bylaw for additional regulations that apply to this zone.
  - c **Site Specific Regulations**
    - i) Plan EPP93443 and Lots 3 to 5, District Lot 452, KDYD, Plan EPP52876, the Front Setback for a Principal Building shall be 3 m and the maximum height for an Accessory Building shall be 7 m;



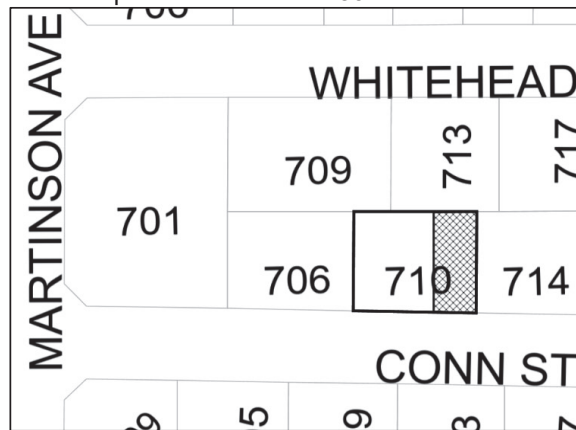
- ii) Strata Lot 1 and 2, District Lot 497, Kamloops Division, Yale District, Strata Plan KAS2281, Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V, a Two-Unit Dwelling may have a Secondary Suite, one per Principle Dwelling Unit, subject to General Regulations of this Bylaw.



- iii) Lot 3, District Lot 496, Kamloops Division, Yale District, Plan 29890, a Two-Unit Dwelling may have a Secondary Suite, one per Principle Dwelling Unit, subject to General Regulations of this Bylaw and there is no direct access to Highway 97A.



iv) For that eastern portion of Lot 9, District Lot 497, Kamloops Division, Yale District, Plan 25602 shown below, the minimum parcel size shall be 302 m<sup>2</sup>.



---

**From:** [REDACTED] >  
**Sent:** June 30, 2026 8:02 AM  
**To:** Sicamous Public Hearings  
**Subject:** [REDACTED] Regarding variance permit - 438 maduik

Caution! This message was sent from outside your organization.

To Whom It May Concern,

We are writing regarding the carport/overhang located beside our property at 434 Maduik Avenue, operating as Wet Spot Grooming, owned by Stephany Spada and Christina-Ann Albert.

We understand there may be a concern that the overhang is close to, or touching, our property line and may require a permit or code review. We would like to formally state that we have no objection to the existing overhang or its placement.

The overhang is not located near a walkway, entrance, customer access area, or any space where we, our clients, visitors, or staff regularly walk or gather. From our perspective, it does not create any obstruction, inconvenience, or safety concern for our property or business operations.

We are comfortable with the overhang remaining as it is and do not consider it to negatively impact our use or enjoyment of the property. We also understand and accept any reasonable responsibility or liability connected to our consent, to the extent that it applies to our property and our position as the neighbouring property/business owners.

Please accept this letter as confirmation that we do not mind the carport/overhang and have no complaint regarding its location along our shared property line.

Sincerely,

Stephany Spada  
Christina-Ann Albert  
Owners, Wet Spot Grooming  
434 Maduik Avenue



## DISTRICT OF SICAMOUS

### Action Report

---

**REPORT DATE:** July 08, 2026  
**TO:** Council  
**FROM:** Shawna Koll, Director of Corporate Services  
**SUBJECT:** Summer Council Meetings  
**FILE NUMBER:**

---

#### **RECOMMENDATION:**

THAT the Committee of the Whole meeting and Regular Council meeting scheduled on August 12, 2026, be cancelled due to varying summer schedules.

#### **PURPOSE:**

To seek Council approval to cancel a regularly scheduled Committee of the Whole and Regular Council meeting.

#### **BACKGROUND:**

Council meetings are generally scheduled on the second and fourth Wednesday of each month.

In previous years, one or two Council meetings have been cancelled during July and/or August to accommodate summer schedules. This provides additional flexibility for Council during the busy summer season while also recognizing that this period represents the peak vacation season for staff.

Should Council business arise that cannot wait until the next Regular Council meeting, a Special Council meeting may be called at any time, provided public notice is given in accordance with the *Community Charter*.

#### **DISCUSSION:**

Staff have identified August 12, 2026 as the preferred date for cancellation. Cancelling this meeting provides additional flexibility for both Council and staff during the first three weeks of August while maintaining the regular schedule for the remainder of the month.

Should Council wish to consider an alternate date, August 26, 2026 could also be considered for cancellation.

#### **LEGAL/STATUTORY PROCEDURAL REQUIREMENTS:**

Notice of the meeting cancellation will be provided in accordance with the *Community Charter*.

**EXISTING POLICY:**

[Council Procedure Bylaw No. 989, 2020](#) states the following regarding the cancellation of meetings:

- A Regular Meeting may be cancelled provided that two consecutive Regular Meetings are not cancelled and sufficient notice is given as required by the *Community Charter*.
- Where revisions to the annual schedule of Regular Council Meetings are made as a result of a cancellation or a change to the date, time or location of a Regular Council Meeting, the Corporate Officer must post a notice at the Public Notice Posting Place and on the District Website indicating the cancellation or change in date, time or location of the Regular Meeting.

**COMMUNICATIONS COMMENTS:**

Should Council approve the cancellation, staff will provide notice through the District's public notice posting place(s) and on the District website.

**OPTIONS:**

1. Endorse the recommendation
2. Endorse the recommendation with amendments
3. Defer the matter
4. Deny the recommendation

Respectfully submitted,



Shawna Koll  
Director of Corporate Services

**Approved By:**  
Bianca Colonna, Director of Finance

**Status:**  
Approved - 02 Jul 2026

June 24, 2026

Via Email

Dean Strachan, Chief Administrative Officer  
District of Sicamous

Cc: Mayor Colleen Anderson  
Members of Council

Re: Follow-up Correspondence – Zoning Bylaw Enforcement / 675 Old Town Road

Dear Dean,

I am writing to respectfully request an update regarding the District's Zoning Bylaw enforcement letter dated May 7, 2026 concerning the use of shipping containers at our property located at 675 Old Town Road.

For ease of reference, I have attached the District's original correspondence dated May 7, 2026 (Attachment A), together with my response dated May 21, 2026 (Attachment B), and representative photographs referenced in this correspondence (Attachment C).

The District's original correspondence requested that Twin Anchors respond within fourteen (14) days and advised that failure to do so could result in additional enforcement action, including Bylaw Violation Tickets and fines. We respected that request and submitted a comprehensive written response within the prescribed timeframe.

It has now been more than four weeks since that response was acknowledged by the District. During that time, we have received no response addressing the substance of our correspondence, no determination respecting the District's position, no request for additional information, and no indication of the current status of this matter.

Procedural fairness requires not only that citizens respond promptly to regulatory concerns, but also that public authorities respond within a reasonable time once those concerns have been addressed.

As someone who has spent much of my professional life working within government and public administration, I fully appreciate the importance of municipal bylaw enforcement. Equally important, however, is the expectation that enforcement be administered in a manner that is transparent, consistent, timely and procedurally fair.

I would therefore appreciate an update regarding the current status of this matter.

OPERATING DIVISIONS



Since submitting our response, I have become aware of numerous shipping containers located on industrial, commercial and District-owned properties throughout the community. This naturally raises questions regarding the consistency of the District's enforcement approach and the criteria used in determining which properties were selected for enforcement.

In the interest of better understanding the District's approach, I would appreciate clarification regarding the following:

1. Does the District continue to maintain that Twin Anchors is in violation of Zoning Bylaw No. 1100?
2. If so, would you please identify the specific provisions of the bylaw upon which the District relies, particularly having regard to the exemptions applicable to I-1 Industrial properties?
3. Has the District completed its review of the correspondence submitted on May 21, 2026?
4. If so, would you please provide the District's conclusions and any resulting determination?
5. How many warning letters respecting shipping containers have been issued since the District commenced this enforcement initiative?
6. Of those letters, how many were issued to:
  - o Residential properties;
  - o Commercial properties;
  - o Industrial properties?
7. What criteria were used to determine which properties would be subject to enforcement?
8. Was Council's direction specifically related to shipping containers located on residential properties, or was Council's direction intended to include commercial and industrial properties as well?
9. Has the District undertaken a review of shipping containers located on District-owned properties to ensure the District itself complies with the same standards it is seeking to enforce?
10. If District-owned properties contain shipping containers, under what authority, exemption or policy are those installations permitted?

My purpose in asking these questions is not to challenge the District's authority to enforce its bylaws. Rather, it is to better understand the manner in which those bylaws are being administered and to ensure that enforcement is undertaken consistently and fairly across all similarly situated properties.

Twin Anchors Manufacturing has proudly operated in Sicamous for decades and remains one of the District's largest employers, manufacturers and taxpayers. Throughout that time we have worked hard to foster a positive and cooperative relationship with the District and have consistently sought to resolve issues through open communication, professionalism and mutual respect.

For that reason, I was disappointed that after taking considerable time to prepare a detailed and respectful response to the District's concerns, no acknowledgement of the substance of our correspondence or administrative determination has been provided. Regardless of the ultimate outcome, I believe individuals and businesses who respond to enforcement notices in good faith are entitled to receive a timely response once their submissions have been reviewed.

The confidence of the public in municipal administration depends not only upon the bylaws that are adopted, but also upon the manner in which they are administered. Consistency, transparency and procedural fairness are essential to maintaining that confidence.

As your email of May 21, 2026 confirmed that my previous correspondence would be entered into the official Council record and circulated to Mayor and Council, I respectfully request that this follow-up correspondence, together with Attachments A through C, likewise be entered into the public record and circulated to Mayor and Council so that they have the complete chronology of this matter before them.

I appreciate your attention to these questions and look forward to working collaboratively toward a timely resolution.

Respectfully,

**Greg Kylo**

#### **Attachments**

- ✓ **Attachment A** – District of Sicamous correspondence dated May 7, 2026.
- ✓ **Attachment B** – Twin Anchors Manufacturing response dated May 21, 2026.
- ✓ **Attachment C** – Representative photographs of shipping containers located on District-owned, commercial and industrial properties within the District of Sicamous.

**ATTACHMENT A – District Correspondence dated May 7, 2026.**

District of Sicamous  
446 Main Street  
PO Box 219  
Sicamous, BC  
V0E 2V0

T: 250 836 2477  
F: 250 836 4314  
E: info@sicamous.ca  
sicamous.ca



May 7, 2026

Twin Anchors Manufacturing  
PO Box 318  
Sicamous, BC  
V0E 2V0

**A Zoning Bylaw No.1100 Violation, 675 Old Town Road**

The District of Sicamous has begun active bylaw enforcement on shipping containers in the community. The District identified shipping containers on your property that have been in place beyond the 30 day limit permitted under the Zoning Bylaw, Section 3.4.1.

Please respond to this notice by May 22, 2026, with your proposed plan for addressing the unsightly premises issue. Failure to respond by this date may result in additional action by the District including issuing of Bylaw Violation ticketing and fines. We appreciate your prompt action on this bylaw violation.

If you have any questions or require further clarification, please feel free to contact me at [REDACTED]

Thank you for your attention to this matter.

Sincerely,

[REDACTED]  
Dean Strachan, CAO  
DISTRICT OF SICAMOUS

## ATTACHMENT B – Twin Anchors Response date May 21, 2026.

**TWIN ANCHORS MANUFACTURING (2004) LTD.**

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May 21, 2026.

Mayor and Council,

I am writing to express concern regarding both the recent bylaw enforcement action initiated against Twin Anchors Manufacturing (copy of letter below) respecting shipping containers on our I-1 industrial property, and the broader policy discussion around potentially classifying movable shipping containers as accessory buildings subject to Development Cost Charges.

First, the District's recent enforcement letter references a bylaw provision that does not appear to apply to I-1 industrially zoned lands. That raises legitimate questions regarding the basis for the enforcement action itself.

More broadly, I am concerned by the suggestion that movable shipping containers used strictly for storage could be treated as accessory buildings, thereby triggering Development Cost Charges.

Development Cost Charges exist to help fund growth-related municipal infrastructure demands, including roads, water, sewer, drainage, and parks. A movable steel shipping container used for storage, with no water connection, no sanitary connection, no permanent foundation, and no occupancy, does not create the type of infrastructure demand DCCs were intended to fund.

To suggest that an un-serviced movable storage container should be treated in the same manner as newly constructed commercial floor area appears to be a poor policy fit and creates the appearance of revenue generation disconnected from actual infrastructure impact.

This is particularly concerning given the District's stated commitment to supporting local business and economic development.

Industrial properties require practical storage solutions. Shipping containers are durable, secure, movable, cost-effective, and widely used throughout industrial and commercial sectors for legitimate business storage purposes.

Reasonable regulation may be appropriate in certain contexts, particularly where visibility, aesthetics, or neighbourhood compatibility are genuine concerns. However, broad enforcement action or policy interpretation against containers located on industrial lands — particularly where they are not visible from public roads and are not creating nuisance impacts — raises the question:

**What problem is the District attempting to solve?**

I would respectfully ask Council to consider the following:

- How many formal complaints has the District received regarding shipping containers on industrial or commercial properties?
- What specific public concern is driving this enforcement or policy discussion?

OPERATING DIVISIONS



675 Old Town Road | Sicamous, BC V0E 2V4 | [REDACTED]  
HQMS Tracking #000600 Rev 06 14-May-25

**TWIN ANCHORS MANUFACTURING (2004) LTD.**

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675 Old Town Road | Sicamous, BC V0E 2V4 | [REDACTED]

- Why would movable, un-serviced storage containers be considered DCC-generating development when they create little or no measurable impact on municipal infrastructure?
- Is this approach consistent with the District's economic development objectives?

There may also be emerging opportunities to support more compact housing forms within Sicamous. As the District encourages small-lot development and densification, off-site storage solutions may become increasingly relevant for residents with reduced on-site storage capacity. Practical business uses for container storage may form part of that solution.

I respectfully ask Council to provide clear policy direction that distinguishes between permanent building development and movable accessory storage infrastructure, particularly on industrial lands where such uses are common, practical, and appropriate.

Thank you for your consideration.

Respectfully,



Greg Kylo  
Twin Anchors Manufacturing  
Sicamous, BC

**TWIN ANCHORS MANUFACTURING (2004) LTD.**

675 Old Town Road | Sicamous, BC V0E 2V4 | [REDACTED]

**TWIN ANCHORS MANUFACTURING (2004) LTD.**

675 Old Town Road | Sicamous, BC V0E 2V4 | [REDACTED]

**ATTACHMENT C – Representative photographs of Shipping Containers located on District owned Land**







THE CORPORATION OF THE DISTRICT OF OAK BAY  
MUNICIPAL HALL – 2167 OAK BAY AVENUE – VICTORIA, BC V8R 1G2  
PHONE 250-598-3311 FAX 250-598-9108 WEBSITE [www.oakbay.ca](http://www.oakbay.ca)

OFFICE OF THE MAYOR

Via email: [REDACTED]

June 30, 2026

Honourable Adrian Dix, MLA  
Ministry of Energy and Climate Solutions  
PO Box 9060 Stn Prov Govt  
Victoria, BC V8W 9E2

Dear Minister Dix:

**Re: Local Government Climate Action Program (LGCAP) Funding**

At the Oak Bay Council Meeting held June 8, 2026, Council resolved:

*That Council direct the Mayor to send a letter to the Province and local MLAs outlining the need for continued Local Government Climate Action Program funding and share this letter with the Capital Regional District Board of Directors and other BC municipal elected officials.*

For more than a decade, the Province has supported local climate initiatives through grant funding to communities across British Columbia. The Local Government Climate Action Program (LGCAP), the current form of this support, provides local governments and Modern Treaty Nations with funding, guidance, and direct support to implement effective climate actions across B.C.

This funding supports timely local climate action that reduces greenhouse gas (GHG) emissions, prepares communities for the impacts of a changing climate and creates new opportunities for people in the clean economy.

Eligible expenditures can include, but are not limited to:

- Investments to improve energy efficiency and investing in climate infrastructure
- Matching funds to leverage funding from the federal government or other parties
- Staffing and contracts
- Risk assessments, communications and engagement

These funds have been a critical and reliable funding source of support that the District and most other local governments have relied on to implement climate solutions, support staff expertise, deliver programs, and leverage additional grant funding from other organizations.

In February 2026, the Provincial Government released the 2026/27–2028/29 Service Plan for the Ministry of Energy and Climate Solutions. The plan does not include funding for the continuation of the Local Government Climate Action Program (LGCAP); however, to date, no final decision or direction has been communicated publicly by the Province.

Oak Bay Council would like to advocate for the continued funding of LGCAP and its inclusion in the 2026/27- 2028/29 Service Plan as the loss of Provincial LGCAP funding would be detrimental to the District's ability (and the ability of all local governments) to continue developing and implementing our climate action program.

Thank you for your time and consideration and we look forward to your response.

Sincerely,



Kevin Murdoch, Mayor  
District of Oak Bay

- c. *Hon. Diana Gibson, MLA Oak Bay-Gordon Head*
- Hon. Grace Lore, MLA Victoria-Beacon Hill*
- Hon. Lana Popham, MLA Saanich South*
- Hon. Nina Krieger, MLA Victoria-Swan Lake*
- Hon. Ravi Parmar, MLA Langford-Highlands*
- Darlene Rotchford, MLA Esquimalt-Colwood*
- Rob Botterell, MLA Saanich North and the Islands*
- Capital Regional Board of Directors*
- BC Municipalities – Elected Officials*



Reference: [REDACTED]

June 30, 2026

**VIA EMAIL:** [REDACTED]

Mayor Colleen Anderson  
District of Sicamous  
446 Main Street  
Sicamous, British Columbia  
V0E 2V0

Dear Mayor Anderson:

Thank you for meeting with me in Revelstoke to discuss permitting time frames and for your passion for invasive mussel prevention. Also, I acknowledge your letters of January 7, 2026, and May 22, 2026, regarding timelines for *Land Act* replacement and *Water Sustainability Act* (WSA) Section 11 authorizations in the Sicamous Narrows. Your letters highlight the impact that processing timelines and uncertainty can have on businesses, your local economy, and communities. The Ministry of Water, Land and Resource Stewardship (WLRs) is aware of these concerns and is taking action to improve processing times.

Much of British Columbia's freshwater foreshore is Crown land, and authorization is required under the *Land Act* for occupation or use and under the WSA for works in or around water. There is a significant caseload of applications for marinas, strata moorage, and private moorage in Thompson Okanagan Region.

Foreshore decisions are often particularly complex due to overlapping public and private interests, environmental considerations, limited cumulative effects data, and a historical lack of comprehensive foreshore planning in many areas. Lease replacement applications can be as complex as new applications, as they frequently involve requests for infrastructure upgrades and may need to be brought into alignment with current regulatory or technical standards. This is particularly common for older structures, where modernization requirements add layers of review, design, and compliance considerations beyond a straightforward like-for-like replacement.

Page 1 of 3

Ministry of Water, Land and  
Resource Stewardship

Office of the Minister

Mailing Address:  
PO BOX 9012 Stn Prov Govt  
Victoria, BC V8W 9L6

Tel: 778-405-3094  
Website: [www.gov.bc.ca/WLRS](http://www.gov.bc.ca/WLRS)

Mayor Colleen Anderson, District of Sicamous

Consultation with First Nations is a constitutional requirement. Through this process, the Ministry seeks to understand potential impacts to First Nations' rights, interests, and values, and to identify opportunities to avoid or mitigate those impacts. These considerations are weighed by the statutory decision-maker alongside environmental, economic, and social factors. For *Land Act* applications in the Sicamous Narrows, I can confirm that there is currently no broad deferral associated with the Province's work with Spltasin First Nation. However, given the level of complexity and values in the area, deep consultation is often required, particularly for any new facilities or major modifications to existing ones.

I acknowledge the District of Sicamous has an interest in understanding and advancing investment in the Sicamous Narrows area, and that the District has facilitated the initiation of the Sicamous Narrows Environmental Enhancement Society (SNEES), supported by local stakeholders, which advocates for several environmental, commercial, and private interests in the area.

While WLRS strongly encourages stakeholder collaboration, particularly in areas with concentrated and complex interests, I am unable to share specific application details or the status of individual business or private citizen applications with the District of Sicamous or SNEES, as this information is protected under the *Freedom of Information and Protection of Privacy Act*. Application information may only be shared with explicit authorization from the applicant through a Letter of Agency. For convenience, I have attached a Letter of Agency template that applicants may submit should they wish to authorize the District of Sicamous to act on their behalf.

Staff have also advised that SNEES is currently non-compliant with the *Societies Act*, due to the failure to file annual reports for two consecutive years. As a result, WLRS will no longer be able to communicate with SNEES regarding these matters until the Society returns to good standing.

In the absence of my ability to share specific details, staff have committed to directly providing updates to the applicants listed in your letter by the end of July. These updates will outline any outstanding information requirements, as well as the anticipated timelines for the technical review of each application. I did want to provide you with the following additional information regarding the District of Sicamous' applications:

**3402639-District of Sicamous** – new application for a license for a public wharf to include a boat house for the Royal Canadian Marine Search & Rescue (already constructed). This file is assigned for technical review with an anticipated decision by December 2026.

**3405877-District of Sicamous** – license for a community park expiring on June 7, 2027. This is a replacement application, and the file is not currently assigned for technical

Mayor Colleen Anderson, District of Sicamous

review. If a replacement decision is not made prior to the lease's expiry, the lease will remain in effect on a month-to-month basis until a decision is reached.

I also acknowledge your interest in applying for and administering a head lease within the Sicamous Narrows and understand you recently submitted an application to FrontCounter BC. Given the complexity of head lease arrangements, the extent of administrative responsibilities, and the number of interests involved, I recommend an initial discussion with staff to ensure a clear understanding of the associated rights, obligations, and application requirements. To start this conversation, please contact Christa Perszon, Resource Manager, by email to [REDACTED]

WLRS recognizes the need for improvement to transparency, consistency and timelines regarding authorization decisions and is working hard to improve outcomes for applicants and communities. I appreciate your continued engagement on these issues and welcome ongoing dialogue as we work to improve processes and outcomes.

Again, thank you for writing and sharing your concerns.

Sincerely,



Randene Neill  
Minister

Attachment: Letter of Agency Template.pdf

pc: Christa Perszon, Resource Manager, Land Authorizations Branch, Ministry of Water, Land and Resource Stewardship

## Alison Lemire

---

**From:** Alison Lemire  
**Sent:** July 2, 2026 8:59 AM  
**To:** Alison Lemire  
**Subject:** FW: District of Sicamous Follow-Up on Foreshore Lease and Section 11 Approval Processes  
(Reference: [REDACTED])

**From:** Mayor [REDACTED]  
**Sent:** Wednesday, 01 July 2026 13:39:05  
**To:** [REDACTED]  
**Cc:** Christa M WLRs:EX Perszon [REDACTED]; CAO Dean Strachan [REDACTED];  
Shawna Koll [REDACTED]  
**Subject:** Re: District of Sicamous Follow-Up on Foreshore Lease and Section 11 Approval Processes  
(Reference: [REDACTED])

Dear Minister Neill,

Thank you for your response I appreciate it. I would like to keep our lines of communication open. I understand we are on the same team working for our businesses and communities. It would be great if you could have your team reach out to all our foreshore lease owners and let them know their status, this would be helpful when they are in discussion with their financial institution. It will also justify the provincial increases to their foreshore lease without any ability to improve and bring their docks to current standards.

I understand the complexity of projects and the responsibility for all of us to do our best to protect our lands and waters. We also can't un-disturb, disturbed land or foreshore, we do our best to move to improve.

As you are aware I am a huge advocate and have been for 12 years on council of the protection of our waters from Quagga and Zebra Mussels. I feel we need to move some of our provincial and federal focus on prevention and putting money towards protecting our water from QZM. We won't need to worry about the fish if we have none. If infested the cost to the business owners will be outrageous as the province will choose to download this expense to them, when they could have prevented it.

Sicamous is a community that's industry is tourism, our water is key to our success. We have done a lot of research regarding the headwater lease and the amount of administration it takes. We are up for the work, and want to take that load off the province and create a working solution for our community. I have included staff in this email to connect with Christa.

Again, I feel like, with our health centre, we can be the pilot project working closely with the province to create a great working relationship on a headwater lease.

Thank you for taking the time to receive and review my emails. I Hope to hear some positive news from our foreshore lease holders so they can continue to grow.

Best Regards,

Mayor Colleen Anderson

## MALAKWA/SICAMOUS INTERAGENCY COMMITTEE

Minutes of Meeting held June 16,2026 @ 11am-12 pm In Person  
and via ZOOM Technology.

### PRESENT

|                           |   |
|---------------------------|---|
| Amy Nuttal                | FASD key Worker SCA                         |
| Potoula Papadimitropoulos | FASD Key Worker SCA                         |
| Heather O'Brien           | EVCSS director of Seniors supports          |
| Donna Helgeson            | Interior Health-PHN program                 |
| Jamie Sherlock            | Recreation Planner for DOS                  |
| Mary Walters              | Seniors center                              |
| Phaedra Idzan             | Shuswap Cardiac Society                     |
| Gudrun Malmqvist          | Family Center: Salmon Arm                   |
| Angie Vandenberg          | Sicamous Library                            |
| Deb Heap                  | Farmers Market/communities in bloom         |
| Karen Eastland            | Sek'emaws(Sicamous) Community Health Center |
| Siobhan O'Connor          | Ministry of Social Dev & Poverty Reduction  |
| Taunia-Lynn Oddy          | Family Navigator EVCSS                      |

### REGRETS:

|                         |   |
|-------------------------|---|
| Amal Galbraith          | Community Connector Sicamous/SA                       |
| Elizabeth Shaw McKellar | Eagle Valley Community Support Society/<br>United way |
| Erin MacLachlan         | Child Protection Worker MCFD Revelstoke Office        |
| Mary Hofstede           | Connecting point counselling                          |
| Gwyneth Gau             | Malakwa preschool                                     |
| Julia Thompson          | community member                                      |

|                   |  |
|-------------------|--|
| Krystal Allen     | Kids Kingdom Child Care                    |
| Ed Rifo           | ED: EVSCHS                                 |
| Linda Martens     | BCCRN                                      |
| Melissa Adrian    | CCRR                                       |
| Dawn Rinsma       | CCRR                                       |
| Melissa Plowman   | EVSCHS                                     |
| Mandie Belle      | Okanagan College                           |
| Leanda Gooding    | Shuswap Better At Home                     |
| Judy Moore        | Board chair of EVSCHS                      |
| Jennifer Dunn     | Work BC- Sicamous                          |
| Jennifer Beckett  | Work BC                                    |
| Colleen Bunbury   | SFC/POP/Halo consulting                    |
| Tracy wood        | POP  |
| Tabitha Gray      | Service Canada                             |
| Bob Evans         | DOS/Sicamous Community Church              |
| Pam Beech         | DOS/EVCSS past president                   |
| Kim Hodgson       | MOE Metis Association                      |
| Leigh Schaffer    | United Way                                 |
| Mary Preston      | SRC  |
| Heather Davis     | Ministry of Social Dev & Poverty Reduction |
| Garnette Davidson | Ministry of Social Dev& Poverty Reduction  |
| Suzie Sayers      | SCA: Infant development program            |
| Emily Wonford     | CCRR                                       |
| Jennifer Ribi     | Eagle Valley Community Support Society     |
| Juliet Moyer      | Work BC- Sicamous                          |
| Janna bara        | SD#8 Wellness centers/Healthy schools      |
| Pam Beech         | DOS/EVCSS past president                   |
| Kim Hodgson       | MOE Metis Association                      |
| Nikki Pochailo    | Primary Care Network                       |

|                   |                                       |
|-------------------|---------------------------------------|
| Richard Anderson  | EVCSS Board Member                    |
| Ashley Scalet     | Work BC -Salmon Arm                   |
| Julia Thompson    | Community Member                      |
| Colleen Bunbury   | SFC/POP/Halo consulting               |
| Christina Harder  | Aspiral Youth Partners                |
| Sarah Zuidof      | Shuswap Youth Services Collaborative  |
| Allison De Boer   | SD #83 Early learning and child care  |
| Tanya Timoffee    | CCRR                                  |
| Kaitlin Nesbitt   | Primary Care Network                  |
| Jessica Gutiw     | IH: Speech and Language               |
| Paige Hilland     | SAFE Society                          |
| Lindsey Walker    | Min of Social Dev & Poverty Reduction |
| Colleen Making    | SAFE: PEACE/Outreach program          |
| Cori-Lynn Rutter  | SAFE Society                          |
| Jolene Abbott     | SCA;Pathway to Hope: IDP worker       |
| Dean Stachan      | CAO for the District of Sicamous      |
| Thomas Briginshaw | LASS                                  |
| Pavlina Connon    | Malakwa Parents and tots              |
| Megan Sapinski    | Functional Physio                     |
| Greg Nichol       | PHSA- MRT program                     |
| Abby Heiser       | CMHA                                  |
| Tim Gibson        | Shuswap children's association        |
| Shirley Deglan    | RCMP Victims Services                 |
| Demitia Kontas    | SCA: Pathway to Hope:Family support   |

\*\*\*\*\* Acknowledgement of First Nation Traditional Territory\*\*\*

## 1.0 Welcome to New Members/Guests/Announcements/

Welcome to new members:

Siobhan Rich : New Executive Director of Eagle Valley Community

## Support Society

Gwyneth Gau has retired from the Family Navigator position  
Taunia-Lynn Oddy is the new Family Navigator

### 2.0 Celebration of Special Dates

June: [National Indigenous History Month](#)

June 1-7: [Safe Kids Week](#)

June 1-Sept. 30: [Pride Season](#)

June 2: [What Matters To You Day](#)

June 21 National Indigenous day

### 3.0 Guest Speaker/Program Updates/Special Discussions:

Shuswap Children Association PPT attached to minutes

Amy Nuttal FASD Key Worker

Potoula Papadimitropoulos FASD Key Worker

#### PROGRAM UPDATES

\*\*\* Thankyou to agencies that provided written program updates:

Much appreciated\*\*\*\*

#### 4.1 Eagle Valley Community Support Society

##### 4.1.1 EVCSS

##### 4.1.1.

##### 4.2.1 Early learning( ECD calendar sent out with agenda)

##### 4.2.1.Social thinking Group

Wednesdays @ EVCSS weeks 10:00am-12:00pm Eagle Valley Community  
Resource Centre Jessica,Suzie and Trish co facilitating

#### 4.2 District of Sicamous

##### 4.2.2 The Sek'emaws(Sicamous) Health Center

### 4.2.3 Recreation/Events

#### 4.2.3.1 Link to the Rec Guide. chrome-

extension://efaidnbmnnnibpcajpcglclefindmkaj/https://sicamous.civicweb.net/document/128331

- \* Mondays in July Jr golf lessons; need more to sign up
- \* Canada Day - stuff going on all day. 4:00 beach party starts.

Food trucks, bands, Beverage garden. Foam pit and bouncy castle.

- \* Music in the Park starts on Monday July 6.

- \* swim lessons start June 29

\*summer kids club in old preschool room at rec centre, starts beginning of July 08:45-3:00

- \* July 11 dance hosted by Sicamous Eagles.

### 4.3 School District #83 Kwsaltknews ne Secwepemcul'ecw

#### 4.3.1 EARLY LEARNING

### 4.4 Okanagan Regional Library

#### 4.4.1 \* Summer Reading Club Registration Starts June 15

- \* July 08 2 2pm "The fossil Guy" under the Sea

- \* July 18 @ 1pm Evan the juggler

- \* July 22@1pm Maker Tour: Under The Sea

Variety of activities all summer long DROP IN ANYTIME!!!!

### 4.5 Sicamous Seniors Centre

4.5.1 Canada day Pancake Breakfast 8-12 Need volunteers if anyone is able to help

4.5.2 the Meals to Wheels program is operating out of the Seniors center now Monday and Thursday

#### 4.6 Shuswap children's Association

##### 4.6.1 CCRR

4.6.1.1 List of workshops being offered in Events section of agenda and posters attached to minutes

4.6.1.2 Shuswap Children's Association invites you to attend our Annual General Meeting:

**Wednesday, June 17, 2026 5:30 p.m.**

**Shuswap Children's Association, 551 Trans Canada Hwy NE(In person only - not via Zoom)**

**Please RSVP your attendance by June 10, 2026, to [mevans@shuswapchildrens.ca](mailto:mevans@shuswapchildrens.ca)**

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#### 4.7 FARMER'S MARKET

\* 53 vendors 6 Farmers 4-7 Fridays. Daytime market starts June 19

\* Nutrition coupon starting this Friday. Discounted baked goods at end of day will be distributed at reduced cost. Markets run to Sept 18

4.8 Sicamous Safety fair June 13, 2026 10-2 pm at the rec center parking lot

Please contact Tom Hansne CSRD emergency Program Coordinator [t.hansen@csrd.bc.ca](mailto:t.hansen@csrd.bc.ca) or 250-833-5910

Lots of First responders donna, Angie, Gwyneth and Joan Chafe hosted bike Helmet safety with Help from the Legion and Sportchek 38 children participated we gave away helmets to those children in need and we had lots of prizes

4.9 Family Law Advocate based out the Family Center in Salmon Arm

Here is the contact for Glory Igwe, our new Family Law Advocate:

[Glory\\_igwe@familyresource.bc.ca](mailto:Glory_igwe@familyresource.bc.ca)

250 832 2170 ext 104

People can contact her directly and we are hoping that she will be able to do some drop-in hours in Sicamous in the future.

## 5.0 EVENTS/WORKSHOPS

### 5.1 Eagle Valley Arts Council And Metis Medicine

National Indigenous Day celebration

Blanket Ceremony

Grass Dance Performance performed by local Dancer Tristan Funk

June 21 12-2:30 @ the Red Barn

### 5.2 CCRR

#### 5.2.1 STORYTELLING WORKSHOP with

RISE UP INDIGENOUS WELLNESS

DATE: June 25,2026

TIME: 5:30-7:30 pm

PLACE: SCA 551 Trans-can hwy NE

COST \$ 5.00

#### 5.2.2 Wiggles and Giggles Infant Massage

Monday June 15,22,29 and July 6

birth to 6 months with a caregiver

@ Shuswap Childrens Association Bldg

#### 5.2.3 Summer fly day camps July and aug

Poster attached

### 5.3 Shuswap Cardiac Society hosting "Walk the Beat" June 27

### 5.4 Fungi Fest Sept 18-20,2026

### 5.3 SD #83 Professional Learning Session

We're hosting a shared professional learning session in Salmon Arm on the February Pro-D day. Open invitation, resources, and lunch provided.  
Environments for Well-being & learning (for people working with children 0-8)  
Friday Oct 24,2026 08:30-3:30  
Salmon arm(location tba)

## 6.0 NEXT MEETING

DATE: Sept 15, 2026

GUEST/Topic Justin Englott  
CRSD Arena Manager

TIME: 11 am - 12 noon

PLACE: VIA ZOOM Technology or in person at district of Sicamous Council Chambers

2026 Meeting Dates: Oct 20/ Nov 17/Dec 15

Oct 20,2026 Phaedra Shuswap Cardiac Society

Nov 17,2026 Sicamous Fire Chief (TBC)

Dec 15,2026

2027 Meeting Dates: Jan 19 /Feb 16 /March 16 /April 20 /May18 /  
June 15 /July 20 /Aug17 /Sept 21 /Oct19 /Nov16 /Dec 21

**Council Meeting**  
**June 10<sup>th</sup> 2026 • 10:00 AM – 12:00 PM**  
**Salmon Arm City Hall, Room 100**  
**Salmon Arm, BC**

Draft Record of Decisions and Action Items as at June 10<sup>th</sup>, 2026  
This record is subject to change at the next Council meeting.

**Present**

Rhona Martin, Chair – Community representative  
David Lepsoe, Vice Chair – Thompson-Nicola Regional District, Village of Chase  
Stephen Karpuk – Thompson-Nicola Regional District, City of Kamloops  
Robyn Laubman – Słatsin te Secwepemc (online)  
Edyta Marcisz – Adams Lake Indian Band (alternate, online)  
Erik Kok – Community representative  
Kimm Magill-Hofmann – Community representative  
Phil Owen – Agriculture representative (online)  
Adrianna Johnson – BC Ministry of Environment & Parks  
Jeff Nitychoruk – BC Ministry of Water, Land & Resource Stewardship (online)

Erin Vieira and Alex de Chantal – Fraser Basin Council

**Observers**

Ian Rogalski

**Regrets**

Cliff Arnouse  
Pam Beech  
Brian Schreiner  
Emma Holmes  
Megan Ludwig  
Dan Selbie  
Jim Johnson

**Introduction** Chair Rhona Martin called the meeting to order at 10:05 am and welcomed everyone to the meeting.

**Adoption of meeting agenda** **Moved/seconded** by Director Karpuk/Erik Kok that:  
 The June 10<sup>th</sup> 2026 Shuswap Watershed Council agenda be adopted.

**CARRIED**

**Adoption of meeting summary** **Moved/seconded** by Kimm Magill-Hofmann/Adrianna Johnson that:  
 The draft summary of the March 11<sup>th</sup> 2026 Shuswap Watershed Council meeting be approved.

**CARRIED**

**Correspondence** **Moved/seconded** by Robyn Laubman/Phil Owen that:  
 The correspondence be received for information.

**CARRIED**

**Old business** **Moved/seconded** by Vice Chair Lepsoe/Erik Kok that:  
 The draft summary of the March 26<sup>th</sup> 2026 SWC Water Monitoring Group meeting be received for information.

**CARRIED**

**Report from Chair** No report.

**Report from Program Managers** Program Manager Alex de Chantal provided a year-end financial report for April 1<sup>st</sup> 2025 – March 31<sup>st</sup> 2026.

Revenue

| Source  | Amount (\$)    |
|---|----------------|
| 2025-26 operational surplus (from March 31 <sup>st</sup> , 2026)  | 21,886         |
| 2025-26 funds carried forward to 2026-27 projects (grant program) | 4,113          |
| <i>Contribution Agreement partners</i>                            |                |
| Thompson-Nicola Regional District                                 | 53,600         |
| Adams Lake Indian Band  | 1300           |
| <i>Grant funding</i>  |                |
| CSRD grant-in-aid   | 15,000         |
| <b>Total Revenue</b>  | <b>153,958</b> |

## Expenses

| Program                                     | Annual budget (\$) |                  |                   | End of Q4 actual expenses (\$) |                 |                    |
|---|--------------------|------------------|-------------------|--------------------------------|-----------------|--------------------|
|   | Program mgmt.      | Expenses         | Sub-total         | Program mgmt.                  | Expenses        | Year-End Sub-total |
| Monitoring & Report                         |                    |                  |                   |                                |                 |                    |
| Shuswap Water Monitoring Group              | 6300.00            | 0                | 6300.00           | 3670.00                        | 0               | 6190.00            |
| Water monitoring expenses                   | 0                  | 0                | 0                 | 0                              | 0               | 0                  |
| Annual Water Quality Report                 | 0                  | 0                | 0                 | 0                              | 0               | 0                  |
| Protection & Improvement                    |                    |                  |                   |                                |                 |                    |
| Water Protection Advisory Committee         | 4850.00            | 400.00           | 5250.00           | 2650.00                        | 0               | 4850.00            |
| Water Quality Grant Program                 | 8700               | 50,146.00        | 58,846.00         | 3411.67                        | 2062.50         | 42,869.38          |
| Wetland Strategy                            | 0                  | 0                | 0                 | 0                              | 0               | 0                  |
| Aquatic Invasive Species Prevention         |                    |                  |                   |                                |                 |                    |
| Education and outreach campaigns            | 6750.00            | 3735.00          | 10,485            | 990.00                         | 0               | 10,074.13          |
| Safe Recreation                             |                    |                  |                   |                                |                 |                    |
| Safety campaigns                            | 2025.00            | 1500.00          | 3525.00           | 90.00                          | 0               | 2752.36            |
| Communications & Advocacy                   |                    |                  |                   |                                |                 |                    |
| Communications collateral                   | 4150.00            | 2100.00          | 6250.00           | 0                              | 0               | 5565.84            |
| Public engagement and media                 | 11,262.50          | 2500.00          | 13,762.50         | 908.33                         | 81.43           | 12,237.15          |
| Advocacy                                    | 2700.00            | 0                | 2700.00           | 540.00                         | 0               | 3285.00            |
| Administration                              |                    |                  |                   |                                |                 |                    |
| Council meetings                            | 13,825.00          | 2350.00          | 16,175.00         | 3780.00                        | 1383.90         | 15,518.89          |
| Administration & governance                 | 4925.00            | 0                | 4925.00           | 900.00                         |                 | 8,735.03           |
| Financial administration & fund development | 17,800             | 0                | 17,800            | 2330.00                        | 0               | 15,881.67          |
| Sub-total expenses                          | <b>83,287.50</b>   | <b>62,731.00</b> | <b>146,018.50</b> | <b>19,270</b>                  | <b>3,527.83</b> | <b>127,959.44</b>  |
| Surplus                                     |                    |                  | 7939.50           |                                |                 | 25,999             |
| <b>Total budget for 2025-26</b>             |                    |                  | <b>153,958.00</b> |                                |                 |                    |

Alex de Chantal and Erin Vieira provided the Program Managers' operations update:

#### Fund development, governance and membership

- Staff received notification from the Canada Water Agency that funding has been allocated in the amount of \$140,000, the contribution agreement still needs to be signed.
- Staff received notification that the District of Sicamous will not provide any funding for the SWC in 2026; instead, the District will lead their own Aquatic Invasive Species promotional campaign
- Staff filed a final report for the \$15,000 grant-in-aid to the Columbia Shuswap Regional District late March, well in advance of the deadline
- Staff applied for \$25,000 grant-in-aid from the Columbia Shuswap Regional District in April; in May, received notice of a \$17,000 grant-in-aid (Areas E, F and G contributing)
- Staff received notification from Transport Canada that the Boating Safety Contribution Program is open for applications for 2027 (see item 5.iii).

### Fund Development – 2026-27

| Source / Funder                                    | Amount (\$)                                 | Status  |
|--|---|---|
| Canada Water Agency                                | 140,000                                     | Approved in principle, contribution agreement to be signed shortly. |
| Watershed Security Fund                            | 200,000 for 2026-27 and 200,000 for 2027-28 | Declined  |
| Thompson-Nicola Regional District                  | 53,600                                      | Signed  |
| Columbia Shuswap Regional District – Grants in Aid | 17,000                                      | Successful  |
| City of Salmon Arm                                 | 20,000                                      | Turned down in December 2025  |
| District of Sicamous                               | 5000  | Declined  |
| Adams Lake Indian Band                             | 1300  | New contribution agreement for 2026 currently being renewed         |
| Regional District of North Okanagan                | TBD   | General request was submitted November 2025                         |

#### Committees

- Staff facilitated a meeting of the Water Monitoring Group Committee on March 26<sup>th</sup>, 2026.

#### Communications, advocacy, education and outreach

- Staff received a response letter from Minister Randene Neill, BC Ministry of Water, Land, Resource Stewardship, regarding the Invasive Mussel Defense Program (IMDP), on March 25<sup>th</sup> 2026
- Staff issued a media release about the 2026 Water Quality Grant recipient on May 7<sup>th</sup> 2026
- Staff are preparing the 2025-26 Annual Highlights Report, aiming for mid-June publication.

#### Water Quality Grant Program

- Staff visited Water Quality Grant applicant Lovage Lane Farm for a site visit. Staff answered questions regarding the program and shared information about the contribution agreement, timelines, and reporting expectations. A contribution agreement has been signed, and work is underway on Lovage Lane Farm by the proponent.

#### Strategic Planning

- Strategic planning workshop was held on December 1st with 10 SWC members in attendance, as well as Councillor Tim Lavery from the City of Salmon Arm
- Staff completed a draft strategic plan for 2026 – 2031 with the input received at the December 1st workshop
- The first draft was shared with workshop attendees for further review and input

- Draft was updated and shared with the entire SWC membership with further feedback received.
- Final draft has been provided in today's Agenda Package for adoption.

#### Aquatic Invasive Species (AIS) Prevention

- Staff commenced AIS campaigns in April. A campaign blitz took place throughout May, which is designated as Invasive Species Action Month in Canada; this included sending out a media release and ad campaigns in local newspapers, social media campaigns, and an interview with CBC Radio Salmon Arm.
- Long-standing relationship with the Columbia Shuswap Invasive Species Society (CSISS) continues; providing a \$5,000 contribution to CSISS for in-person AIS education in the Shuswap
- Staff met with District of Sicamous staff to share knowledge, and discuss AIS campaign messaging to ensure alignment across organizations
- Staff are working to re-establish a billboard re: watercraft inspection for Shuswap-bound traffic on Highway #1.

#### Water Safety

- Staff delivered no-cost social media campaign for National Safe Boating Awareness Week, May 16<sup>th</sup> – 22<sup>nd</sup>.

#### **New business: Workplan and budget for 2026-27**

Alex de Chantal presented the 2026-27 draft workplan and budget. Key deliverables include:

- A new freshwater science research project by a post-doctoral researcher; this is a partnership project between the SWC, the Department of Fisheries and Oceans, the Province of BC, and the Canada Water Agency (the funder) to complete an expert synthesis of long-term limnological, watershed and environmental data sets.
- Develop a new ad hoc Freshwater Science Advisory Committee
- Administer the 2026 Water Quality Grant Program
- Launch the 2027 Water Quality Grant Program with a grant budget of \$35,000
- Continue developing a Wetland Strategy for the Shuswap watershed
- Deliver educational campaigns about Aquatic Invasive Species (AIS) prevention
- Communications and engagement with the public and with the media (media releases, newsletters, website, social media)
- Publish the 2026-31 Shuswap Watershed Council Strategic Plan
- Hold four Council meetings per year
- Financial administration
- Fund development including grant and foundation applications

## SURPLUS 2025/26

### SUMMARY OF REVENUE - SURPLUS

(\$)

 April 1<sup>st</sup>, 2025 – March 31<sup>st</sup>, 2026

#### 2025-26

|   |               |
|---|---------------|
| Operational surplus                                 | 21,886        |
| Water Quality Grant funds allocated to 2026 program | 4,113         |
| <b>Total surplus</b>                                | <b>25,999</b> |

## BUDGET 2026/27

### SUMMARY OF REVENUE – GOVERNMENT FUNDS

(\$)

 April 1<sup>st</sup> 2026 – March 31<sup>st</sup> 2027

#### Per Funder:

|   |                |
|---|----------------|
| CSRD Grants in Aid                                    | 17,000         |
| FBC Discretionary Funds                               | 22,000         |
| TNRD Contribution Agreement                           | 53,600         |
| City of Salmon Arm                                    | 0              |
| Regional District North Okanagan                      | 0              |
| District of Sicamous                                  | 0              |
| Adams Lake Indian Band (not confirmed yet)            | 1,300          |
| Department of Fisheries and Oceans (In-kind \$56,250) | 40,000         |
| Province of BC (In-kind \$21,850)                     | 0              |
| Canada Water Agency                                   | 140,000        |
| <b>Total Government Funds</b>                         | <b>273,900</b> |

## BUDGET 2026/27

### SUMMARY OF TOTAL REVENUE

 April 1<sup>st</sup> 2026 – March 31<sup>st</sup> 2027

2025-26 Surplus

Government Funds

**TOTAL 2026/2027 REVENUE**

# BUDGET 2026/27

| <b>SUMMARY OF EXPENSES</b><br>April 1 <sup>st</sup> , 2026 – March 31 <sup>st</sup> , 2027 | <b>Program MGMT (\$)</b> | <b>Disbursements (\$)</b> | <b>Sub-total (\$)</b> |
|--|--------------------------|---------------------------|-----------------------|
| Water Quality Monitoring Program   | 16,650                   | 6,500                     | 23,150                |
| Post-Doc Research  | 20,000                   | 90,000                    | 110,000               |
| Water Quality Protection Program   | 25,937                   | 39,113                    | 65,050                |
| ZQM Prevention Program   | 8,100                    | 13,000                    | 21,100                |
| Safe Recreation Program  | 675                      | 0                         | 675                   |
| Communications & Advocacy  | 18,913                   | 6,300                     | 25,213                |
| Council meetings & Administration  | 42,263                   | 5,500                     | 47,763                |
| <b>Sub-total work plan expenses</b>  | <b>132,538</b>           | <b>160,413</b>            | <b>292,951</b>        |
| <b>Projected 2026-2027 Surplus</b>   |                          |                           | <b>6,948</b>          |
| <b>TOTAL WORK PLAN EXPENSES</b>  |                          |                           | <b>299,899</b>        |

Discussion:

- There were comments about new fund development opportunities for the SWC, including accepting donations from residents and tourists
- Comment about the low projected 2026-27 surplus (approx. \$7,000).
- Suggestion to hold two in-person and two virtual Council meetings to save a bit of money this year.

**Moved/seconded** by Director Karpuk/Erik Kok that:

Staff be directed to investigate potential new funding for the SWC via tourism fees.

**CARRIED**

Action items:

- Staff will investigate potential new tourism fees as a method of revenue for the Shuswap Watershed Council
- Staff will explore creating a new donation option for the SWC.

**Moved/seconded** by Director Karpuk/Kimm Magill-Hofmann that:

The 2026-27 workplan and budget be approved.

**CARRIED**

**New business:  
Strategic Plan**

Program Manager Alex de Chantal briefly reviewed the steps-to-date to develop the 2026-2031 SWC Strategic Plan.

Discussion:

- There was a brief discussion about how to implement the new water quantity emphasis in the strategic plan, and a suggestion to approach this cautiously acknowledging that funding is needed to support new work in this area.

**Moved/seconded** by Director Karpuk/Kimm Magill-Hofmann that:

The final draft of the SWC Strategic Plan for 2026-31 be approved.

**CARRIED**

Action items:

- Staff to move to graphic design and publication of Strategic Plan.
- Adrianna to connect with Ministry colleagues about hydrometric monitoring and possibly arrange an educational presentation for the SWC.

**New  
business:  
Transport  
Canada  
funding  
opportunity**

Program Manager Erin Vieira introduced a renewed funding opportunity from Transport Canada for water safety. She explained that the SWC received funding from this program in years past for its water safety campaigns. Many of the parameters for the funding program are the same as previously, including that the program provides up to 75% funding with the remaining 25% needing to be contributed by the proponent. Funding applications are due in September.

Discussion:

- There was a brief discussion about the extreme importance of ongoing education for water safety, including target audiences
- Reminder that the new Strategic Plan has a 'vision zero' for drownings.

**Moved/seconded** by Director Karpuk/Kimm Magill-Hofmann that:

Staff be directed to apply to Transport Canada for the 2027 SWC Safe Recreation Program.

**CARRIED**

**New  
business: BC  
industrial  
water rates**

Alex de Chantal provided a brief overview of BC industrial water rates, and that the BC Ministry of Water, Land, Resource Stewardship is currently reviewing the rates and considering a rate increase. A rate increase could generate more revenue for watershed projects and water infrastructure across the province.

Discussion:

- There was a comment confirming that a potential increase in industrial water rates would not impact agriculture in BC
- There was a comment about government administration of funding/revenue generated through water rates and that ideally the funds would go into a watershed fund
- There was a comment that this is a good advocacy opportunity for the SWC.

**Moved/seconded** by Erik Kok/Phil Owen that:

Staff be directed to write a letter in support of a Provincially led review of industrial water rates in BC, with the provision that a potential increase in revenue generated from new rates be allocated to a watershed fund and not to general government revenue.

Action item:

- Staff to send a letter as described above.

**CARRIED**

**New  
business:  
Provincial  
budget  
consultation**

Erin Vieira reported that the BC Select Standing Committee on Finance and Government Service is now accepting written submissions as part of the BC Budget 2027 consultation. SWC has made submissions in the past re: aquatic invasive species prevention, calling specifically for better resourcing of the Provincial Invasive Mussel Defence Program.

**Moved/seconded** by Director Karpuk/Erik Kok that:

Staff be directed to make a submission to the BC Budget 2027 In support of more Provincial resources for Aquatic Invasive Species prevention.

Action item:

- Staff to make a submission to the BC Budget consultation as described above.

**CARRIED**

**Roundtable  
updates**

SWC members provided updates:

- Robyn reported that Splitsin te Secwepemc has hired new staff to help deliver water initiatives and a water security strategy
- Jeff reported that the BC Ministry of Water, Land & Resource Stewardship is working on foreshore protocol for Shuswap Lake
- Edyta reported that Adams Lake Band is monitoring six creeks
- Adriana reported that the BC Ministry of Environment & Parks is monitoring water quality at a few locations on Shuswap Lake; also working on water quality attainment reporting on Bessette Creek. Encouraged the use of the [Algae Watch website](#) to report blooms
- Vice Chair Lepsoe reported that the Village of Chase hosted an open house re: floodplain mapping on Little Shuswap Lake
- Director Karpuk reported that the TNRD board held a meeting on the road a couple weeks ago through the Shuswap, it included a presentation from SWC staff and great discussion about watershed concerns including wildfire
- Chair Martin reported that the CSRD board also held a meeting on the road in May in the East Shuswap area.

**Adjourn**      **Moved/seconded** by Director Karpuk/Erik Kok that:

The June 10<sup>th</sup> 2026 meeting of the Shuswap Watershed Council be adjourned.

**CARRIED**

Meeting adjourned at 12:13 pm.

# FROM THE BOARD

## Board Meeting Highlights

June 23, 2026



### EMPLOYEE RECOGNITION



Those in attendance were, from left to right: Susan Housden (30 years), Loree Boyd (30 years), Gloria Cox (20 years), Tracey Ward (20 years), Kyla Hadden (20 years), Ava Franklin (20 years), Shannon Seed (30 years), David Hollatz (20 years), Allison Tyssen (20 years), Megan Weir (20 years)

Employees reaching significant career milestones were recognized prior to the Regular Board Meeting on June 23, 2026. Ten of 31 staff members celebrating 20 and 30 years of service attended and were honoured for their dedication and long-standing contributions.

Each honouree received a commemorative glass plaque along with a personalized pen as a token of appreciation for their years of commitment.

Through their dedication, these staff members contribute directly to the District's mission of *empowering students to become confident, curious, and caring individuals who thrive in their learning, relationships, and community.*

**Congratulations to all honourees on their well-deserved recognition!**

### MEETING OPENING

The Board of Education of School District No. 83 (K'w'saltktnéws ne Secwepemcúl'ecw) held its Regular Board Meeting on June 23, 2026, with all five trustees in attendance, confirming quorum. Board Chair Corryn Grayston opened with a welcome and acknowledged that the Board holds its meetings on the traditional and unceded lands of the Secwépemc people.

### DELEGATION

#### Upcoming Japanese Exchange

Eight students from Inashiki, Japan will be in Salmon Arm on an exchange program through the City of Salmon Arm from August 17-24, 2026. While the students are in our area, they will participate in activities such as art, baking, sports, camping, and shared meals.

Members from the Salmon Arm Inashiki Twinning Committee attended the Board meeting to request that the Board consider waiving the rental fees for the activities that are being held at J.L. Jackson Secondary. Trustees will hold a Special Board Meeting to discuss the request.

**Supporting information:** [Inashiki Exchange Student Itinerary](#) (2026 06 23 Agenda - page 17)

## SUPERINTENDENT'S REPORT

Superintendent Donna Kriger provided an update aligned with the [District's Strategic Plan](#), highlighting ongoing work connected to the priority areas set by the Board.

## EFFECTIVE GOVERNANCE & LEADERSHIP

### Strategic Focus Report

Kriger reminded the Board of the Strategic Priorities and that each month, celebrations from across the District are highlighted in the [Strategic Focus Report](#) ([www.sd83.bc.ca](http://www.sd83.bc.ca) > Our District > Strategic Focus Publications).

### Celebrating the Work of Trustees (2022-2026)

Kriger reflected on the work of the current Board of Trustees, recognizing their leadership, courage, and commitment to student success as the District approaches the 2026 election. She noted that trustees "have been thoughtful, brave, and steadfast in their decision making and actions," and expressed pride in serving alongside them.



Kriger highlighted a number of significant accomplishments during the Board's term, including:

- The development of a new Strategic Plan, informed by extensive engagement with students, stakeholders, and Rightsholders, including over 1,100 ThoughtExchange responses, 22,000 idea ratings, and more than 20 community consultations.
- Strengthened accountability reporting aligned with the Strategic Plan, which continues to guide District decision-making and priorities.
- Renewal of Local Education Agreements, reflecting a strong commitment to reconciliation and relationships with Indigenous Rightsholders.
- A coordinated and compassionate response to the 2023 wildfires, with the District's work recognized provincially.

- Receiving the gift of a new name, *K'wáskt'knéws ne Secwepemcúl'ecw*, by Rightsholders, demonstrating commitment to reconciliation.
- Adoption of a new District logo.
- Approval of a K–7 and 8–12 school reconfiguration model in Salmon Arm urban and rural schools, grounded in improving belonging, transitions, and student success.
- Advocacy resulting in new infrastructure in Armstrong, including a gymnasium to support students for years to come.
- Adoption of an Environmental Stewardship Action Plan to promote sustainable practices and leadership.
- A Transportation review and the introduction of improvements to enhance safety, efficiency, and fiscal responsibility.
- District rebranding and website redesign to improve communication, accessibility, and engagement.
- Comprehensive governance policy review, with 22 policies updated in preparation for the 2026 election.
- Approval of annual and amended budgets, demonstrating strong fiscal responsibility while prioritizing supports for students.

Kruger concluded by expressing deep appreciation for the Board’s service, acknowledging their commitment to stewardship, student success, and community voice, noting it has been a privilege to work alongside a Board that consistently prioritizes students and demonstrates transparency, compassion, and responsibility.

Trustees expressed appreciation in response to the acknowledgment, noting that the Board’s accomplishments were made possible through the collective efforts of District staff and leadership.

They highlighted transparency, collaboration, and strong support from the Superintendent and District team, and recognized the contributions of staff, students, families, and Rightsholders.

## INTELLECTUAL DEVELOPMENT

### Graduation 2026



Kruger acknowledged the SD83 graduates and expressed how incredibly proud the District is of their achievements.

She shared, “Whether your path leads to further education, the workforce, travel, service, or opportunities yet to be imagined, carry forward the lessons you have learned here—the importance of hard work, perseverance, empathy, and community. And wherever life takes you, remember this: your school and your community will always be your home. You will always have a place here. Congratulations, Class of 2026. Thank you for the legacy you leave behind. Go out and do great things. The world is waiting for your light, and we cannot wait to see how brightly you shine.”

## Indigenous Graduation 2026

On May 27, 2026, 113 graduates crossed the stage at Splatsin Center during Indigenous Grad.



## SD83 Talks Showcase

SD83 Talks is a version of the District's long-standing public speaking competition, originally introduced in the 1990s. In this program, students in Grades 5–8 deliver speeches to inform or persuade on a topic of their choice, supported by up to five visual slides. Participants begin at the school level, with top speakers advancing to the District Showcase.

The event encourages students to explore personal interests while refining their skills in writing, critical and creative thinking, and public speaking. It also supports the development of core competencies in communications.

Kruger thanked Shelly Cull, Duncan Hazlewood, and Morgen MacDonald for organizing this event.



## CAREER DEVELOPMENT

### Skills Canada



Kruger congratulated Sy Korf, A.L. Fortune student for earning gold in Autobody Collision Repair at Skills Canada, held in Toronto, for the second year in a row.

Thank you to teacher Jason Inkster who has invested many hours into Sy's success.

## HUMAN & SOCIAL DEVELOPMENT

### Elementary Track & Field

On Tuesday, June 2, 2026, hundreds of students participated in the District Track & Field Meet at SASCU Little Mountain Field, where students in Grades 4–7 competed in ball throw, long jump, high jump, sprints, long-distance running, and relays.



Kruger shared that Paul Rosman, Principal of Sorrento Elementary, was the organizer of the event and extended thanks to the many coaches and assistants who helped make the event a success by running stations and ensuring athletes were organized and prepared. Special thanks to the Sorrento Parent Advisory Council for operating the concession.

## Secondary Track & Field



Kruger extended congratulations to the high school athletes in the District who attended the BC Provincial Championships held in Langley from June 4–6, 2026.

Thank you to the coaches who have dedicated their time to supporting the athletes in following their passion.

## Indigenous Peoples Day



June 21<sup>st</sup> is a special day to recognize and celebrate the rich heritage, diverse cultures, and outstanding contributions of First Nations, Inuit, and Métis peoples across Canada. The date coincides with the summer solstice, a time of deep spiritual and cultural significance.



### Celebrating National Indigenous History Month

A number of activities were organized by schools across the District in recognition of Indigenous History Month. These school-based events highlight the strong relationships between schools and Rightsholders and reflect a shared commitment to honouring and valuing Indigenous culture, knowledge, and community.



### Celebrating Equity, Diversity, and Inclusion

Our District is deeply committed to removing barriers and building on diversity, equity and inclusion, in all its forms. Every student should feel fully supported to be whoever they are. Every family should feel equally welcome to walk into our schools. And every staff member should feel that same level of support.

Kruger reminded the Board that the Pride Flag in our District is a symbol of dignity, acceptance, and safety for those who have often been excluded. This is one of the ways that our District affirms that “all” students and their families are welcome in our schools.



### SD83 Retirees

Kruger recognized retiring staff and shared, “Thank you for the countless ways you have enriched the lives of students throughout your careers. Your dedication, compassion, wisdom, and unwavering commitment have helped shape not only learning experiences but also futures. The positive impact you have made will be felt for years to come through the students, families, and colleagues whose lives you have touched. We are deeply grateful for your service and wish you happiness, health, and fulfillment in this exciting new chapter.”

## Honouring a Career Well-Served



Kruger recognized the upcoming retirement of Director of Instruction Reid Findlay, highlighting his significant contributions to career education and the positive impact of his leadership on student success across the District. She noted that his work has “changed many life trajectories for students” and is consistently carried out with “heart, passion, and intentionality to improve life outcomes.” Kruger also acknowledged that Findlay has been honoured provincially, including a Lifetime Honourary Award from the Career Education Society of BC for his contributions to career education.

Kruger further described Findlay as “an excellent teammate,” recognizing his dedication, work ethic, and collaborative approach. She expressed appreciation for his many years of service and extended best wishes as he approaches a well-earned retirement in September.

## COMMUNITY PARTNERSHIP DEVELOPMENT

### Early Learning and Child Care

WE ARE ALL  
CONNECTED



Allison de Boer

SD83  
Kasalkitnois ne Secotepencill'com

Early Learning and Child Care leads from across the province participated in a provincial Early Learning and Child Care gathering in Kelowna on June 5, 2026, focused on the theme *Roots, Ripples, and Renewal*. The session offered a framework for reflection, connection, and shared learning, while highlighting the importance of ongoing growth and system change.

Participants shared innovative practices across areas such as community connections and outreach, high-quality child care, early learning environments, pedagogies of play, and strengthening transitions to kindergarten.

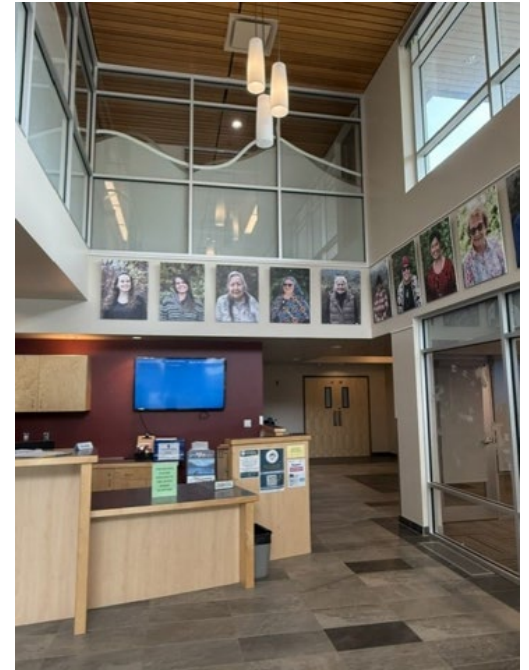
SD83’s journey was highlighted through a story, [We Are All Connected](#), authored and presented by District Vice Principal Allison de Boer. Kruger expressed appreciation to the Early Learning Team, led by Director of Instruction Jennifer Findlay, for their ongoing commitment to supporting young learners.

## Knowledge Keeper Luncheon

On June 9, 2026, a year-end Knowledge Keeper Luncheon was held to recognize and honour the Knowledge Keepers within the District.

The Knowledge Keepers were gifted their original black-and-white photos, previously displayed in the foyer, which have now been replaced with new colour portraits of current Knowledge Keepers. Walking through the foyer of the District office creates a profound impact and highlights the importance of the Rightsholders.

Kruger shared that a highlight of the luncheon was hearing the Knowledge Keepers' stories, which demonstrated confidence and courage.



**Supporting information:** [2026 06 23 Superintendent Report](#) (PowerPoint), [District's Strategic Plan](#) (PDF), [The Meaning Behind Our Name](#) (video), [Pronunciation of K'wtsaltktnéws ne Secwepemcúl'ecw](#) (video) [Indigenous Graduation 2026](#) (webpage news), [SD83 Talks Showcase 2026](#) (webpage news), [District Track & Field Meet 2026 2026](#) (webpage news), [A.L. Fortune Track & Field at BC](#) (webpage news), [National Indigenous History Month Celebration at M.V. Beattie](#) (webpage news), [Early Learning and Child Care Celebration & Gathering](#) (webpage news), [2026 School Trustee Elections](#) (District webpage)

## EDUCATIONAL COMPONENT

### Inclusion Resource Teacher Positions

Assistant Superintendent of Indigenous Education and Student Supports Chelsea Prince presented a proposal for Inclusion Resource Teacher positions to enhance behaviour intervention support in elementary schools. The initiative represents an investment of approximately \$500,000 in the 2026–2027 budget, equating to 4.0 FTE teacher positions, and is intended to provide direct, professional support for students through in-class assistance, small group work, and targeted behaviour interventions.



The program is being considered as a pilot initiative, with a focus on addressing increasing student behavioural complexity through proactive, evidence-based approaches, including functional behaviour assessments and the development of Positive Behaviour Support Plans. Staff in these roles will receive specialized training and ongoing professional development to build capacity across schools.

Positions will be allocated based on identified need, including factors such as student vulnerability, school size, and behavioural data, with additional consideration for rural schools. The District has consulted with NOSTA and school teams in developing the program, including staffing models and implementation planning. A training plan has been developed and will continue throughout the school year, including collaboration with external experts.

The effectiveness of the pilot will be evaluated through data collection and feedback, including referrals for behavioural support and input from school leadership,

with a planned review during the school year to inform future decisions. Trustees emphasized the importance of this evaluation in determining the program's long-term sustainability.

Kruger highlighted that the initiative is not intended as an attendance management strategy, but rather as an investment in staff wellness and support. She emphasized that increasingly complex classroom environments require additional tools and capacity-building, noting that "when staff thrive, students thrive." While the anticipated outcome includes improved staff well-being and a potential reduction in absences through increased support, the primary focus is addressing underlying needs and strengthening classroom practices.

Trustees expressed strong support for the proposal and its direction, while acknowledging the financial commitment and risk to the Board in funding the pilot. They noted that, if successful, the results could support future advocacy for provincial funding and broader implementation.

**Supporting information:** [Inclusion Resource Teacher Positions – Behaviour Intervention Support for Elementary Schools](#) (PowerPoint)

## NEW BUSINESS

### 2026-2027 Board Annual Work Plan

Board Chair Corryn Grayston referenced the Board Annual Workplan included in the agenda, noting there will not be an October Regular Board meeting due to the 2026 General Local Government and School Trustee Election on October 17, 2026.

The Board made a motion to approve the 2026-27 Board Annual Work Plan, as presented.

**Supporting information:** [2026-2027 Board Workplan](#) (document)

## 2026-2027 Trustee Stipends – Proposed Budgetary Adjustments

Board Chair Corryn Grayston presented the briefing note regarding trustee stipends for 2026–2027, outlining current practices and considerations related to compensation across the District. Trustees discussed the implications of operating with a five-member board, including workload and travel demands, and explored potential updates such as shifting from a fuel stipend to a broader vehicle allowance and introducing per diem rates for meetings and travel.

Trustees indicated general agreement on several elements, including maintaining a transportation-related allowance and refining how it is described, while there was less interest in implementing a technology allowance. They also discussed possible per diem structures for meetings and travel to better reflect time commitments.

The Board agreed to refine the proposal based on feedback and defer a formal decision until September, allowing time for further review before implementation.

**Supporting information:** [2026/27 Trustee Stipends–Proposed Budgetary Adjustments](#) (Agenda – pages 27-29)

## 2024-2025 Trustee Attendance Register

Board Chair Corryn Grayston referenced the Trustee Attendance Register included in the Agenda, which provides a record of trustee attendance for the 2024–2025 and 2025–2026 school years to date. The information was presented for transparency and to meet policy requirements for annual public reporting on trustee attendance.

**Supporting information:** [2024-25 Trustee Attendance Register](#) (Agenda – pages 31-32), [2025-26 Trustee Attendance Register](#) (Agenda – pages 33-34)

## 2026-2027 Facility Rental Fees

Acting Secretary-Treasurer Jeremy Hunt presented the 2026-2027 Facility Rental Fees briefing note, highlighting the recent update implemented earlier in 2026 after many years without change.

Trustees discussed elements of the structure, including custodial costs and comparisons with other districts, and noted increased demand for facility use.

The Board approved the facility rental fees for 2026–2027, as presented.

**Supporting information:** [2026/27 Facility Rental Fees](#) (Agenda – pages 35-38), [Facility Rentals](#) (District webpage) [Administrative Procedure 510 Appendix A](#) (Rental Fee Structure effective July 1, 2026)

## COMMITTEE REPORTS

### Education Direction Committee

Trustee Marianne VanBuskirk reported that the final Education Direction Committee meeting was held on May 6, 2026. She extended appreciation to students, staff, and Rightsholders for their ongoing commitment over the years, including their time spent reviewing materials, attending meetings, and contributing through presentations and sharing initiatives.

## Finance & Facilities / Audit Committee

Vice Chair Amanda Krebs reported that the Committee met on June 4, 2026, and discussed items included in the Regular Board Meeting Agenda.

### 2026/27 Annual Budget

Acting Secretary-Treasurer Jeremy Hunt presented the 2026–2027 Annual Budget for final readings, noting that the information reflects the same projections, risks, and priorities previously introduced in May. He reiterated key budget pressures and reviewed operational adjustments and proposed initiatives, including staffing changes, ongoing reconfiguration planning, and the Inclusion Resource Teacher program funded through anticipated substitute cost savings.

New information since the May 19, 2026, Regular Board Meeting included updates confirming staffing allocations; clarification that transportation staffing changes will not reduce bus drivers beyond route realignments; and, confirming Ministry labour settlement funding to offset teacher wage increases, with some details still forthcoming.

Trustees emphasized the importance of continued advocacy for increased provincial funding, noting that current budget pressures are driven by declining enrolment and funding shortfalls rather than discretionary reductions. They highlighted the need to communicate this clearly to the public and to work collaboratively with partner groups to strengthen advocacy efforts on behalf of all SD83 communities.

**Supporting information:** [2026-27 Annual Budget](#) (Agenda - pages 39–43), [Annual Budget 2026-2027](#) (PowerPoint)

### 2027-2028 Five-Year Capital Plan Submission - Major

Acting Secretary-Treasurer Jeremy Hunt presented the 2027–2028 Major Capital Plan submission, noting that the requests remain consistent with the previous year due to a lack of new capital approvals from the Ministry. The submission continues to prioritize the addition at Salmon Arm Secondary and a gymnasium for Len Wood Middle School, which is currently undersized.

Hunt advised that, although there has been ongoing dialogue with the Ministry, no new approvals were received this year, and bringing the projects forward again is an important part of ongoing advocacy. He emphasized the need to keep these priorities visible to support future funding consideration.

With no further questions, the Board approved the 2027–2028 Major Capital Plan submission to the Ministry of Infrastructure.

**Supporting information:** [2027/28 Five-Year Capital Plan Submission - Major](#) (Agenda – pages 75-77)

## Labour Relations

Board Chair Corryn Grayston reported that the Labour Relations Committee met on June 11, 2026, and discussed two items. Assistant Superintendent of Human Resources Michelle Guillou will present the Guarding Minds survey results in the fall.

## Partner Group

Board Chair Corryn Grayston reported that Partner Group Liaison met on May 21, 2026, where they discussed budget, student supports, and continued advocacy.

## Policy Committee

Trustee Brent Gennings reported that the Policy Committee met on June 3, 2026.

### Policy 120

Trustee Brent Gennings reported that the Committee discussed revisions to Policy 120, clarifying that the Code of Conduct applies both on District premises and off-site during District-sponsored activities, and extends beyond the regular school or workday. The revised language also confirms that the Code applies to behaviour in-person and online, including social media, when it impacts the safety, respect, and inclusivity of the learning or working environment.

Superintendent Kriger commented that discussions also highlighted the importance of ensuring the well-being of both students and staff, recognizing that online and social media interactions can impact the overall sense of safety and respect within school communities.

The Board made a motion to accept the first reading of the Policy, as amended. The draft Policy will be posted for [feedback](#) until Friday, July 24, 2026.

**Supporting information:** [Policy 120 District Code of Conduct](#) (Agenda – pages 78-80), [Policy 120 District Code of Conduct \(Draft\)](#) (Board Policy), [Board Policy Feedback](#) (District webpage)

## Committee of the Whole

Board Chair Corryn Grayston reported that the Committee of the Whole met on Tuesday, June 2, 2026, to discuss the 2026-27 Annual Budget.

## BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION (BCSTA)

Board Chair Corryn Grayston reported attending the June 11, 2026, Board Chair Call, highlighting ongoing provincial work related to trustee elections, professional learning, and policy development, including expanded training opportunities and upcoming sector events. She also noted a new potential benefits program for Trustees through Pacific Blue Cross that may be considered by the incoming Board.

## BRITISH COLUMBIA PUBLIC SCHOOLS EMPLOYERS' ASSOCIATION (BCPSEA)

Board Chair Corryn Grayston reported that she participated in the BCPSEA Annual General Meeting on June 15, 2026, which focused on required business and financial matters. She noted that the organization plans to move to two meetings per year moving forward, consisting of an Annual General Meeting and a more in-depth symposium.

## QUELMÚCW EDUCATION COUNCIL

Trustee Tennile Lachmuth reported on the June 10, 2026, Quelmúcw Education Council (QEC) meeting, noting the collaborative nature of the Council, which includes representatives from local First Nations, Métis, and

District staff. She highlighted the Board’s commitment to co-governance and the value of her role in strengthening connections between the Board and the Council.

The meeting included discussion on the upcoming trustee elections and featured year-end presentations, including an overview from Indigenous Helping Teachers, Tina Lepine and Katie Taber, on supporting classroom learning through Indigenous ways of knowing and learning, as well as a report on a successful pilot counselling program for Indigenous students. Trustee Lachmuth noted the positive impact of these initiatives in supporting student learning and well-being.

## **BOARD CORRESPONDENCE**

Board Chair Corryn Grayston referenced the correspondence included in the Agenda:

- [SD83 Board Chair letter to MLA Williams re: April 12, 2026, Facebook Posting](#)
- [Year-end Letter from ECC Minister Beare](#)

## **TRUSTEE REPORTS**

Vice Chair Amanda Krebs suggested that trustees compile a list of advocacy priorities for presentation at the September meeting to inform future communication with the Ministry.

Trustee Marianne VanBuskirk reported that she attended and volunteered at Bastion and Hillcrest Spring carnivals, Capstone Presentations at Salmon Arm Secondary, Indigenous Graduation at Splitsin, the Knowledge Keeper luncheon, and Storefront Graduation, and noted she will attend the Salmon Arm Secondary graduation. She also acknowledged SOGI school leads for supporting staff and providing resources. In addition, she shared that at the J.L. Jackson PAC meeting, Principal Gord Ritchie reported increased student sense of belonging, a positive shift in school culture, and stronger connections between students and staff.

Board Chair Corryn Grayston reported that she participated in the Salmon Arm Secondary Capstone Presentations and attended SD83 Talks. She also acknowledged the success of the Carlin Country Market fundraiser and noted that she will be attending the upcoming CSBA National Gathering in Whistler this summer.

## **UPCOMING DATES / EVENTS**

- Last Day of School (students) – June 25, 2026
- Summer Break – June 20 to September 4, 2026
- Labour Day – September 7, 2026
- Non-Instructional Day – September 8, 2026
- First Day of School (students) – September 9, 2026
- Regular Board Meeting – September 29, 2026 – 6:00 p.m.

The June 23, 2026, Regular Board Meeting agenda and recording is available on the District website: [Board Meetings](#).



## REGULAR BOARD MEETING MINUTES

**Note: The following minutes are subject to correction when endorsed by the Board at the next Regular meeting.**

Date: May 21, 2026  
 Time: 9:30 AM - 3:30 PM  
 Location: Malakwa Community Learning Centre  
 3994 Malakwa Road, Malakwa

### Directors

#### Present

|                      |  |
|----------------------|--|
| K. Cathcart          | Electoral Area A Director              |
| D. Brooks-Hill       | Electoral Area B Director              |
| M. Gibbons           | Electoral Area C Director              |
| D. Trumbley^         | Electoral Area D Director              |
| R. Martin            | Electoral Area E Director              |
| J. Simpson           | Electoral Area F Director              |
| N. Melnychuk (Chair) | Electoral Area G Director              |
| R. Oszust*           | Town of Golden Director                |
| G. Sulz^*            | City of Revelstoke Director            |
| S. Lindgren^*        | City of Salmon Arm, Alternate Director |
| T. Lavery*           | City of Salmon Arm Director 2          |
| C. Anderson*         | District of Sicamous Director          |

### Directors

#### Absent

|                       |                             |
|-----------------------|-----------------------------|
| K. Flynn (Vice Chair) | City of Salmon Arm Director |
|-----------------------|-----------------------------|

### Staff In

#### Attendance

|               |  |
|---------------|--|
| J. MacLean    | Chief Administrative Officer                                     |
| J. Sham       | General Manager, Corporate Services<br>(Corporate Officer)       |
| J. Sundin     | General Manager, Financial Services (Chief<br>Financial Officer) |
| D. Sutherland | General Manager, Community and Protective<br>Services            |

^electronic participation

\*attended a portion of the meeting only.

## 1. Land Acknowledgement

We acknowledge that we are meeting in service to the Columbia Shuswap Regional District which is on the traditional and unceded territories of the

Secwepemc, Sylix Okanagan, Sinixt and Ktunaxa Nation. We are privileged and grateful to be able to live, work and play in this beautiful area.

**Declaration on the Rights of Indigenous Peoples Act**

Article 41: The organs and specialized agencies of the United Nations system and other intergovernmental organizations shall contribute to the full realization of the provisions of this Declaration through the mobilization, inter alia, of financial cooperation and technical assistance. Ways and means of ensuring participation of indigenous peoples on issues affecting them shall be established.

**2. Call to Order**

The Chair called the meeting to order at 9:35 AM.

**3. Adoption of Agenda**

**2026-0501**

**Moved By** Director Gibbons

**Seconded By** Director Cathcart

THAT: the Regular Board meeting agenda be adopted.

**CARRIED**

**4. Meeting Minutes**

**4.1 Adoption of Minutes**

**2026-0502**

**Moved By** Director Oszust

**Seconded By** Director Anderson

THAT: the minutes attached to the Regular Board meeting agenda be adopted.

**CARRIED**

**4.2 Business Arising from the Minutes**

**5. Announcements**

**5.1 2025 Fire Department of the Year**

Nicholson Fire Department

**6. Correspondence**

**6.1 For Information**

**2026-0503**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: the Board receive the correspondence attached to the Regular Board Meeting Agenda.

**CARRIED**

**6.2 Action Requested**

None.

**7. Committee Reports and Updates**

**7.1 For Information**

**2026-0504**

**Moved By** Director Brooks-Hill  
**Seconded By** Director Cathcart

THAT: the Board receive the committee minutes attached to the Regular Board Meeting Agenda.

**CARRIED**

Director Martin announced the passing of Cliff Doherty who was the CSRD Emergency Program Coordinator and expressed gratitude for all his involvement.

**8. Business General**

**8.1 Chief Administrative Officer Report**

Verbal Update given.

**8.2 2025 Statement of Financial Information (SOFI) Report**

Report from Sheena Haines, Manager, Financial Services, dated April 24, 2026.

**2026-0505**

**Moved By** Director Oszust  
**Seconded By** Director Cathcart

THAT: the Board approve the 2025 Statement of Financial Information Report, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**8.3 2026 UBCM Delegate Meeting Request Process**

Report from Jennifer Sham, General Manager, Corporate Services (Corporate Officer) dated May 13, 2026.

**2026-0506**

**Moved By** Director Anderson  
**Seconded By** Director Cathcart

THAT: the Board receive the report for information.

**CARRIED**

Minister topics for consideration included Quagga and Zebra mussel prevention and funding, and Ministry of Transportation and Transit for enhanced funding for weed cutting, potholes, snow maintenance, etc.

## **9. Business By Area**

### **9.1 Electoral Areas A, B, C, E, F, and G: May 2026 Grant-in-Aids**

Report from Jessica Plowman, Grants and Procurement Facilitator, dated May 4, 2026. Funding requests for consideration.

#### **2026-0507**

**Moved By** Director Martin  
**Seconded By** Director Simpson

THAT: the Board approve the following allocations from the 2026 Electoral Area Grant-in-Aids:

#### Area A

\$25,000 – Little Mittens Animal Rescue Association (Critical operating & vet expenses for domestic & wildlife rescues)

\$25,000 – Royal Canadian Legion #122 (Events support)

#### Area B

\$500 – Revelstoke Bear Aware Society (The Gleaning Project support)

#### Area C

\$4,000 – Eagle Bay Fire Department (Annual fire department open house)

\$4,000 – White Lake Firefighters Society (Annual fireworks display)

#### Area E

\$2,000 – District of Sicamous (Offset operating expenses of cemetery)

\$2,500 – Eagle Valley Arts Council (Replace failed heat pump system)

\$500 – Shuswap Immigrant Services Society (Gathering Together Festival)

\$5,000 - Shuswap Watershed Council c/o Fraser Basin Council Society (Water quality & protection program & aquatic invasive species prevention program)

\$5,000 – Swansea Point Community Association (Liability Insurance & operating expenses)

Area F

\$1,900 – Anglemont Firefighters Association (Canada Day celebration)

\$2,000 – Celistra Volunteer Firefighters Association (Rekindle Event)

\$50,000 – North Shuswap Chamber of Commerce (Feasibility study, working group & community improvements)

\$2,000 – North Shuswap Timber Days (North Shuswap Timber Days Event)

\$500 – Shuswap Immigrant Services Society (Gathering Together Festival)

\$5,000 - Shuswap Watershed Council c/o Fraser Basin Council Society (Water quality & protection program & aquatic invasive species prevention program)

Area G

\$500 – Shuswap Immigrant Services Society (Gathering Together Festival)

\$7,000 - Shuswap Watershed Council c/o Fraser Basin Council Society (Water quality & protection program & aquatic invasive species prevention program)

\$10,000 – Sorrento Community Hall (Repairs to roof)

**CARRIED**

**9.2 Electoral Areas C, D, E, F, G, District of Sicamous, and City of Salmon Arm: Rail Trail Trailhead Gateway Kiosks**

Report from Derek Sutherland, General Manager, Community and Protective Services, April 23, 2026. Community Foundation Funding for Rail Trail Kiosks

**2026-0508**

**Moved By** Director Anderson

**Seconded By** Director Martin

THAT: as recommended by the Shuswap North Okanagan Rail Trail Governance Advisory Committee, \$30,000 in donated funds, currently held in trust by the Shuswap Community Foundation, be allocated towards the installation of trailhead interpretive signage and kiosks.

**CARRIED**

**9.3 District of Sicamous: 2026 Evacuation Route Planning**

Report from Sean Coubrough, Manager, Protective Services (Regional Fire Chief), dated April 24, 2026.

**2026-0509**

**Moved By** Director Anderson  
**Seconded By** Director Gibbons

THAT: the Board empower the authorized signatories to submit the District of Sicamous Evacuation Route Planning project application to UBCM through the 2026 Public Notification and Evacuation Route Planning Funding for \$29,916.00 to complete Evacuation Route Planning documents for the District of Sicamous;

AND THAT: the Board support the provision of in-house contributions to support the overall grant and project management.

**CARRIED**

**10. Administration Bylaws**

**10.1 Electoral Areas C & G Bylaw Amendments**

Report from Crystal Robichaud, Deputy Corporate Officer, dated April 29, 2026.

**2026-0510**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Advisory Planning Commission Amendment Bylaw No. 648-4" be given first, second, and third reading, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0511**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Waverly Park Water Upgrade Service Area Amendment Bylaw No. 5949, 2026" be given first, second, and third reading, this 21<sup>st</sup> day of May 2026.

**CARRIED**

**2026-0512**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Waverly Park Water Upgrade Loan Authorization Amendment Bylaw No. 5950, 2026" be given first, second, and third reading, this 21<sup>st</sup> day of May 2026.

**CARRIED**

**2026-0513**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Waverly Park Water Upgrade Service Area Parcel Tax Amendment Bylaw No. 5951, 2026" be given first, second, and third reading, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0514**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Advisory Planning Commission Amendment Bylaw No. 648-4" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0515**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Waverly Park Water Upgrade Service Area Amendment Bylaw No. 5949, 2026" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0516**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Waverly Park Water Upgrade Loan Authorization Amendment Bylaw No. 5950, 2026" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0517**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Waverly Park Water Upgrade Service Area Parcel Tax Amendment Bylaw No. 5951, 2026" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**10.2 Electoral Area C & G: South Shuswap Economic Development Service Amendment Bylaw No. 5935, 2026**

[Board gave first, second, and third reading on February 19, 2026.](#)

Inspector of Municipalities Approval received on April 21, 2026.

**2026-0518**

**Moved By** Director Gibbons

**Seconded By** Director Melnychuk

THAT: "South Shuswap Economic Development Amendment Bylaw No. 5935, 2026" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**10.3 Electoral Area E: Malakwa Learning Centre Financial Contribution Service Establishment Bylaw No. 5952, 2026 and Cambie Hall Financial Contribution Service Establishment Bylaw No. 5953, 2026**

Report from Derek Sutherland, General Manager, Community and Protective Services dated May 13, 2026.

**2026-0519**

**Moved By** Director Martin

**Seconded By** Director Cathcart

THAT: in accordance with the Local Government Act, the Board approve the use of Assent Voting to obtain elector approval for the Malakwa Community Learning Centre Financial Contribution Service Establishment Bylaw No. 5952, 2026;

AND THAT: the Board authorize the expenditure of up to \$20,000 from Feasibility Study Funds for the purpose of conducting assent voting.

**CARRIED**

**2026-0520**

**Moved By** Director Martin

**Seconded By** Director Cathcart

THAT: in accordance with the Local Government Act, the Board approve the use of Assent Voting to obtain elector approval for the Cambie Hall Financial Contribution Service Establishment Bylaw No. 5953, 2026;

AND THAT: the Board authorize the expenditure of up to \$20,000 from Feasibility Study Funds for the purpose of conducting assent voting.

**CARRIED**

**2026-0521**

**Moved By** Director Martin

**Seconded By** Director Cathcart

THAT: "Malakwa Community Learning Centre Financial Contribution Service Establishment Bylaw No. 5952, 2026" be given first, second, and third reading, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0522**

**Moved By** Director Martin

**Seconded By** Director Cathcart

THAT: "Cambie Hall Financial Contribution Service Establishment Bylaw No. 5953, 2026" be given first, second, and third reading, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**10.4 Electoral Area G: MacArthur Reedman Heights Water Loan Authorization Bylaw No. 5934, 2026 AAP Results and Adoption**

The Board gave [first, second, and third readings](#) at the February 19, 2026 Board Meeting and received Inspector approval on March 5, 2026.

[Board report from March 19 Regular Board Meeting](#)

**2026-0523**

**Moved By** Director Martin

**Seconded By** Director Brooks-Hill

THAT: the results of the Alternative Approval Process for the "MacArthur Reedman Heights Waterworks Loan Authorization Bylaw No. 5934, 2026", be received this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0524**

**Moved By** Director Gibbons

**Seconded By** Director Brooks-Hill

THAT: "MacArthur Reedman Heights Loan Authorization Bylaw No. 5934, 2026" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**11. Delegations & Guest Speakers**

None.

**12. Public Question & Answer Period**

Click to view the [Public Question Period Guidelines](#).

**13. CLOSED (In Camera)**

N/A

**14. Development Services Business General**

None.

**15. ALR Applications**

None.

Municipal Directors left the meeting at 10:52 AM.

Meeting recessed until 11:00 AM

**16. Development Services Business by Area**

**16.1 Electoral Area C: Temporary Use Permit No. 725-14**

Report from Michelle Wang, Planner I dated May 1, 2026.  
3065 Birch Heights Drive, Eagle Bay

**2026-0525**

**Moved By** Director Gibbons

**Seconded By** Director Simpson

THAT: in accordance with Section 493 of the Local Government Act, Temporary Use Permit No. 725-14 for Lot 1 Section 33 Township 22 Range 10 West of the 6<sup>th</sup> Meridian Kamloops Division Yale District Plan KAP56370, be authorized for issuance this 21<sup>st</sup> day of May, 2026, for the temporary use of an existing single detached dwelling including the basement as a year-round short-term rental, with issuance subject to the applicant fulfilling the following conditions:

- Submitting proof of adequate short-term rental and liability insurance, with a minimum \$3 million in coverage;
- Registration of a covenant on title for the subject property pursuant to s. 219 of the Land Title Act releasing and indemnifying the CSRD for any damages arising from or relating to issuance of the Temporary Use Permit;
- Issuance of a Lakes 100 m Development Permit; and,

- Completion of the onsite wastewater treatment and disposal system upgrade.

**CARRIED**

## **17. Planning Bylaws**

### **17.1 Electoral Area C: Electoral Area C Official Community Plan Amendment Bylaw No. 725-35**

Report from Laura Gibson, Planner III, dated May 5, 2026.  
3891 Turner Road, Sunnybrae

**2026-0526**

**Moved By** Director Gibbons  
**Seconded By** Director Simpson

THAT: "Electoral Area C Official Community Plan Amendment Bylaw No. 725-35" be denied first reading, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

### **17.2 Electoral Area D: Ranchero/Deep Creek Zoning Amendment Bylaw No. 751-10**

Report from Christine LeFloch, Planner III, dated May 1, 2026.  
2280, Deep Creek Road

**2026-0527**

**Moved By** Director Trumbley  
**Seconded By** Director Simpson

THAT: "Ranchero/Deep Creek Zoning Amendment Bylaw No. 751-10" be read a third time, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

### **17.3 Electoral Area F: Magna Bay Zoning Amendment Bylaw No. 800-39**

Report from Laura Gibson, Planner III, dated April 29, 2026.  
33-6172 Squilax-Anglemont Road, Magna Bay

**2026-0528**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: "Magna Bay Zoning Amendment Bylaw No. 800-39" be read a first time, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0529**

**Moved By** Director Simpson  
**Seconded By** Director Martin

THAT: The Board utilize the simple consultation process for Bylaw No. 800-39, and it be referred to the following agencies and First Nations:

- CSRD Community and Protective Services;
- CSRD Environmental and Utility Services;
- Interior Health Authority;
- Ministry of Transportation and Transit;
- Ministry of Forests: Archaeology Branch; and,
- All applicable First Nations Bands and Councils.

**CARRIED**

**17.4 Electoral Area C: Lakes Zoning Amendment Bylaw No. 900-43C**

Report from Laura Gibson, Planner III, dated April 28, 2026.  
5358 Sunnybrae-Canoe Point Road, Tappen

**2026-0530**

**Moved By** Director Gibbons  
**Seconded By** Director Simpson

THAT: “Lakes Zoning Bylaw No. 900-43C” be read a third time, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0531**

**Moved By** Director Gibbons  
**Seconded By** Director Simpson

THAT: “Lakes Zoning Bylaw No. 900-43C” be adopted this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**17.5 Electoral Area E: Electoral Area E Zoning Amendment Bylaw No. 841-16**

Report from Laura Gibson, Planner III, dated April 30, 2026.  
4092 Community Hall Road, Malakwa

**2026-0532**

**Moved By** Director Martin  
**Seconded By** Director Cathcart

THAT: “Electoral Area E Zoning Amendment Bylaw No. 841-16” be adopted this 21<sup>st</sup> day of May 2026.

**CARRIED**

**17.6 Electoral Area F: Magna Bay Zoning Amendment Bylaw No. 800-38**

Report from Laura Gibson, Planner III, dated April 29, 2026.  
2600 Eckerman Road, Magna Bay

**2026-0533**

**Moved By** Director Simpson  
**Seconded By** Director Gibbons

THAT: "Magna Bay Zoning Amendment Bylaw No. 800-38" be read a third time, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**2026-0534**

**Moved By** Director Simpson  
**Seconded By** Director Gibbons

THAT: "Magna Bay Zoning Amendment Bylaw No. 800-38" be adopted, this 21<sup>st</sup> day of May, 2026.

**CARRIED**

**18. Release of Closed Session Resolutions**

Attached to minutes, if any.

**19. Next Board Meeting**

Thursday, June 18, 2026 at 9:30 AM.  
CSRD Boardroom, 555 Harbourfront Drive NE, Salmon Arm.

**20. Adjournment**

**2026-0535**

**Moved By** Director Cathcart  
**Seconded By** Director Brooks-Hill

THAT: the Regular Board meeting be adjourned.

**CARRIED**

11:06 AM

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CORPORATE OFFICER

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CHAIR