



## CITY OF GREENWOOD

### Regular Council Meeting

Council Chambers – Greenwood City Hall – 202 S. Government Ave.

**Monday, April 8, 2024**

7:00 pm

*We acknowledge that our gathering takes place on the unceded and traditional territory of the indigenous peoples of that region as well as the Metis people whose footprints have marked these lands.*

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### AGENDA

#### 1. Call to Order

#### 2. Land Acknowledgement

#### 3. Adoption of Agenda: April 8, 2024 Regular Council Meeting Agenda

RECOMMENDATION:

*THAT the Regular Council Meeting agenda be adopted.*

#### 4. Adoption of the Minutes

- a. March 25, 2024 Regular Meeting Minutes Page 4-15

RECOMMENDATION:

*THAT the Regular Council Meeting Minutes of March 25, 2024 be adopted.*

#### 5. Correspondence for Information

- a. Stoned Arch Culvert Repair – Boundary Creek, Greenwood BC Page 16-87  
(Copy will be available for viewing during meeting)
- b. Memo to Council – Update of OCP and Zoning Bylaw Page 88-152
- c. Boundary Water Suppliers: Groundwater Levels Page 153-158

RECOMMENDATION:

*THAT Council accept items a through c. as correspondence for information.*

#### 6. Correspondence for Action

- a. Support for Resolution – Town of Osoyoos Page 159-161

RECOMMENDATION:

*THAT Council direct administration to write a letter of support for the Osoyoos Town Council for their proposed resolution on legislative changes regarding personal and defamatory attacks on municipal leaders.*

## 7. Councillor's Reports

1. Councillor McLean's Report Page 162

## 8. Mayor's Report

9. Administrator's Report None.

10. Accounts Payable Report Process being revised.

## 11. New and Unfinished Business

- a. Memo to Council – Workload – Temporary Reduction of Open Hours for Public Page 163-164

*RECOMMENDATION:*

*THAT Council keep the City of Greenwood City Hall hours as they currently are at this time.*

- b. Memo to Council - Campground Policy # 2024-07 Page 165-171

*RECOMMENDATION:*

*THAT Council approve the City of Greenwood Campground Policy 2024-07.*

- c. Memo to Council – City Owned Historical Assets Policy 2024-08 Page 172-178

*RECOMMENDATION:*

*THAT Council review the City of Greenwood's – City Owned Historical Assets Policy 2024-08 for information purposes, to be added to a future agenda for ratification.*

- d. Highway 3 Mayors & Chairs Coalition Page 179-182

*RECOMMENDATION:*

*THAT Council review for information.*

- e. Signing Authority – Acting CO, Brooke McCourt

*RECOMMENDATION:*

*THAT Council give signing authority to Acting CO, Brooke McCourt for the City of Greenwood.*

## 12. Bylaws

- a. City of Greenwood – 5 Year Financial Plan Bylaw No. 1014, 2024 Page 183-186

*RECOMMENDATION:*

*THAT Council give First to Third reading of the City of Greenwood 5 Year Financial Plan Bylaw No. 1014, 2024.*

## 13. Notice of Motions

#### **14. Question Period**

##### **Excerpt from Council Procedures Bylaw 674 Section 14**

- 1. Immediately prior to the adjournment of every regular meeting of Council, questions, but not statements, relating to matters dealt with at that meeting may be directed to Council by members of the public then present. All such questions shall be directed to the Mayor, and will where possible and appropriate be answered by the Mayor or a member designated by the Mayor.**
- 2. A maximum period of 15 minutes shall be provided for considering questions from members of the public; however that maximum may be extended to 30 minutes with the unanimous**
- 3. consent of all Council members present.**

#### **15. Adjournment**



**PRESENT**

Mayor J. Bolt  
Councillors: C. Huisman, CJ Rhodes, G. Shaw, J. McLean,  
Chief Administrative Officer: Dean Trumbley  
Acting Corporate Officer: Brooke McCourt

**CALL TO ORDER**

Mayor Bolt called the meeting to order at 7:00 pm.

Acknowledgment that our gathering Takes place on the unceded and traditional territory of the indigenous peoples of that region as well as the Metis people whose footprints have marked these lands.

**ADOPTION OF AGENDA**

(71-24)

**Motion: J. McLean/ C. Rhodes**  
THAT the March 25, 2024 regular council agenda be adopted.  
**Carried**

**ADOPTION OF MINUTES**

(72-24)

**Motion: C. Rhodes/ C. Huisman**  
THAT the minutes of March 11, 2024 Regular Council Meeting be adopted.  
**Carried**

**DELEGATION**

**Brenda Jackson – Supply Chain/ Presentation.**  
**\*Did not attend, presentation not presented. \***

**Len Lobsinger – Mobile Vendors, the spotted Dog Emporium Business Update.**

Mr. Lobsinger introduced himself as a resident of Greenwood with residential property within the City and Commercial property in development at 497 Dundee Ave. Mr. Lobsinger spoke about his development journey of the parcel at 497 Dundee and wanted to share his hope that the City honors his Development Permit that was issued in 2019 that states to permit mobile vendors on his property once built.

Council thanked Len Lobsinger for his delegation regarding Mobile Food Vendors within the City and his update on his development on 497 Dundee.

**CORRESPONDENCE FOR INFORMATION**

(73-24)

**Motion: C. Huisman/ C. Rhodes**  
THAT Council accept correspondence a. through c. as information.  
**Carried**

**CORRESPONDENCE  
FOR ACTION**

**Emergency & Disaster Management  
Act Implementation Agreement.**

**(74-24)**

**Motion: G. Shaw/ C. Rhodes**

THAT Council sign the Emergency and Disaster Management Act Implementation – Indigenous Engagement Contribution Agreement.

**Carried**

**(75-24)**

**Motion: G. Shaw/ C. Huisman**

THAT Council support the regional pooling approach proposed by RDKB for implementation of the Emergency and Disaster Management Act Implementation – Indigenous Engagement Contribution Agreement.

**Carried**

**RCMP Concern –  
Public Record.**

**(76-24)**

**Motion: C. Rhodes/ C. Huisman**

THAT Council direct administration to forward letter to the RCMP detachment in Midway, BC.

**Carried**

**Memo to Council –  
CAO Attendance at LGMA.**

**Memo to Council – CAO & CO  
Attendance at Rocky Mountain/  
West Kootenay Boundary Joint  
LGMA Chapter Conference.**

**(77-24)**

**Deferred until more information is obtained to do with Budget costs. Deadline to apply is June 2024.**

**Motion: G. Shaw/ J. McLean**

THAT Council approves the CAO, Dean Trumbley and Acting CO, Brooke McCourt to attend the Rocky Mountain/ West Kootenay Boundary Joint LGMA Chapter Conference April 24-26 in Nelson, BC.

**Opposed: C. Rhodes**

**Carried**

**Memo to Council – Board of  
Trade Building Restoration  
Project 2024.**

**(78-24)**

**Motion: C. Rhodes/ G. Shaw**

THAT Council approve the Board of Trade Building Restoration Project 2024 for the restore and repurpose of 2 City owned buildings in Lions Park and for the Board of Trade to utilize them as storage going forward.

**Carried**

**COUNCILLOR’S REPORTS**

Clint Huisman: Verbal report presented – On File

CJ Rhodes: No report.

Jessica McLean: Verbal report presented – On File

Gerry Shaw: Verbal report presented – On File

**MAYOR’S REPORT:** Verbal report presented

**ADMINISTRATION REPORT:** None.

**Motion: C. Rhodes/ C. Huisman**  
THAT Council receives the reports as information.

**(79-24)** **Carried**

**ACCOUNTS PAYABLE  
REPORTS**

**None.**

**NEW AND UNFINISHED  
BUSINESS**

a. Memo to Council –  
Board of Trade Review.

**Motion: C. Rhodes/ G. Shaw**  
THAT Council provide permission for CO McCourt and CAO Trumbley to have a meeting with the Greenwood Board of Trade to discuss the two options available to continue working relationship between the City of Greenwood and the Greenwood Board of Trade.

a. CAO Trumbley and CO McCourt report back to the Mayor and Council on direction requested by the Greenwood Board of Trade for the Councils consideration.

**(80-24)** **Carried**

b. One Employee Policy  
(2024-06).

**Motion: C. Huisman/ C. Rhodes**  
THAT Council accept the City of Greenwood CAO – One Employee of Council Policy (2024-06).

**(81-24)** **Carried**

c. Grant in Aid Request –  
Village of Midway Fire  
Department.

**Motion: G. Shaw/ C. Rhodes**  
THAT Council grant the Village of Midway Fire & Rescue Services a Grant in Aid for a total of \$4000.00 which is \$2000.00 for this year and \$2000.00 for last year as the Grant in Aid request was missed last year.

**(82-24)** **Carried**

d. Monthly Council  
Meeting Trial.

**Deferred until further notice.**

**BYLAWS**

None.

**NOTICE OF MOTIONS**

None.

**QUESTION PERIOD**

**Resident Dennis Radford, owner of Yellow Door Boutique.**

Gave history of his Mobile Vendor business (Yellow Door Bus) and how the City of Greenwood worked with him to get a business licence established and the History of how vague Mobile Vending was within the City.

**IN-CAMERA**

**Motion: J. McLean/ C. Rhodes**

THAT Council move into In-Camera at 8:15 p.m. Under section 90(1)(c) – labour relations or other employee relations.

(83-24)

**Carried**

**Motion: J. McLean/ G. Shaw**

THAT Council adjourn the In-Camera meeting at 9:31 p.m. and move back into Regular Council Meeting.

(84-24)

**Carried**

**ADJOURNMENT**

**Motion: C. Huisman**

THAT Council adjourn the Regular Council Meeting at 9:31 p.m.

(85-24)

**Carried**

  
\_\_\_\_\_  
Mayor

Certified Correct

  
\_\_\_\_\_  
Chief Administrative Officer

**From:** John Bolt <john.bolt@greenwoodcity.ca>  
**Sent:** March 26, 2024 3:52 PM  
**To:** oc.greenwoodcity@shaw.ca  
**Cc:** Gerry Shaw; Jessica McLean; Clint Huisman; CJ Rhodes; CAO  
**Subject:** Re: Electronic Council Resolution

I vote yes to remove the probation  
Mayor John Bolt  
City of Greenwood  
250-449-8595  
john.bolt@greenwoodcity.ca

Warning: this email is intended only for the use of the individual or organization, to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or email the sender immediately and delete this message.

On Mar 26, 2024, at 2:30 PM, oc.greenwoodcity@shaw.ca wrote:

Good afternoon,

*Motion: THAT Council remove the 6 month probational period in the City of Greenwood's CAO, Dean Trumbley's Employment Agreement Contract.*

If I can please have all Mayor and Council email back a vote on this resolution, I will track all votes and the Resolution if passed will be in the next regular Council meeting minutes section for review and approval.

Thank you,

Sincerely,

**Brooke McCourt**

Acting Corporate Officer  
The City of Greenwood  
202 S Government Ave.  
PO Box 129  
Greenwood, BC V0H 1J0

<image003.png>



**oc.greenwoodcity@shaw.ca**

---

**From:** Jessica McLean <jessica.mclean@greenwoodcity.ca>  
**Sent:** March 26, 2024 3:56 PM  
**To:** John Bolt; oc.greenwoodcity@shaw.ca  
**Cc:** Gerry Shaw; Clint Huisman; CJ Rhodes; CAO  
**Subject:** Re: Electronic Council Resolution

I vote yes  
Thank you

Jessica McLean  
City Councillor  
Greenwood B.C. V0H 1J0  
Jessica.mclean@greenwoodcity.ca  
250-300-8931



---

**From:** John Bolt <john.bolt@greenwoodcity.ca>  
**Sent:** Tuesday, March 26, 2024 3:51:50 PM  
**To:** oc.greenwoodcity@shaw.ca <oc.greenwoodcity@shaw.ca>  
**Cc:** Gerry Shaw <gerry.shaw@greenwoodcity.ca>; Jessica McLean <jessica.mclean@greenwoodcity.ca>; Clint Huisman <clint.huisman@greenwoodcity.ca>; CJ Rhodes <cj.rhodes@greenwoodcity.ca>; CAO <cao@greenwoodcity.ca>  
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PO Box 129  
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<image003.png>

**oc.greenwoodcity@shaw.ca**

---

**From:** Gerry Shaw <gerry.shaw@greenwoodcity.ca>  
**Sent:** March 26, 2024 3:57 PM  
**To:** John Bolt; oc.greenwoodcity@shaw.ca  
**Cc:** Jessica McLean; Clint Huisman; CJ Rhodes; CAO  
**Subject:** Re: Electronic Council Resolution

I approve

Gerry Shaw  
City Councillor  
Greenwood B.C. V0H1J0  
Gerry.shaw@greenwoodcity.ca  
250-605-9150



---

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**Subject:** Re: Electronic Council Resolution

I vote yes

Clinton Huisman  
Greenwood City Councillor  
604.417.7150



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**Subject:** Re: Electronic Council Resolution

In favor.

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Sincerely,

**Brooke McCourt**  
Acting Corporate Officer  
The City of Greenwood  
202 S Government Ave.  
PO Box 129  
Greenwood, BC V0H 1J0





# KETTLE VALLEY RAIL TRAIL (CW-064)

## FINAL – Phase 2 Design Summary Report

March 19, 2024

Prepared For:



Ministry of  
Environment and  
Climate Change Strategy

Prepared By:



Document Code: 23-190B  
Revision: R0

2218-B Airport Drive  
Campbell River, BC  
(778) 346-1818  
stonecroftengineering.ca



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# 1 INTRODUCTION

On August 30, 2023, Brian Peeters, P.Eng and Anthony Boyd, EIT of StoneCroft Engineering Ltd. (StoneCroft) completed a topographic survey and visual inspection of the CW-064 Kettle Valley Rail Trail arch. The structure is located on Boundary Creek.

The project was split into two phases. Phase one included a site investigation of the current structure including a site survey and hydrotechnical investigation for the design replacement or repair of the structure. Three options for repair and two for replacement were identified and considerations for each of these options were explored through construction implications, environmental considerations, maintenance, and class four construction cost estimates. StoneCroft provided a recommendation based off the structures current condition, current hydraulic capacity, and cost for construction. Refer to StoneCroft's "Kettle Valley Railway CW-064 Assessment Report-Final\_23129" for the phase one report. Phase two was the advancement of one of the options chosen by the Ministry of Environment and Climate Change (MOECC) for a detailed general arrangement design.

## 2 DESIGN

The chosen design for phase two was repair option 3, which is the rehabilitation of the existing arch by casting a reinforcement concrete overlay within the arch floor and addressing the downstream scour hole with a riprap spillway and armoured banks. The current arch was built in 1913 and has historical significance within Greenwood. The arch is constructed with carved stone and replacing the structure would remove the esthetics of the site.

The existing stone block return walls were left in place in as many areas as possible. Some locations will require demolition of strategic blocks, which are mainly on the outlet left bank to maintain safe working conditions.

The anticipated design life of the repairs is up to 45 years. The final service life of the repairs will be dependent on the quality of construction and maintenance. The intent of the design is to provide a cost effective, robust solution that will minimize capital expenditures over the design life.

### 2.1 Hydrology & Climate Change Analysis

StoneCroft carried out a hydrologic analysis in phase one which reviewed three reference hydrometric stations of similar watershed areas and characteristics. A regional method analysis was completed on Boundary Creek to determine the peak flow and the area ratio method was used between the ungauged watershed such as Boundary Creek and the chosen Kettle River Near Ferry hydrometric station. The results comparing the Q2 annual high flows to the surveyed cross sections highwater indicators were consistent away from the confluence of the inlet and outlet of the structure.

A detailed climate change analysis was completed for the crossing site for phase two. The climate change analysis method used was the Pacific Climate Impacts Consortium (PCIC)

Climate Explorer. Due to the unknown remaining design life of the arch structure a long-term averaging period (2070-2099) was used. The PCIC12 climate module under an RCP 8.5 emissions scenario with RXi1p1 time series was used. This predicted a Q100 scale factor of 1.32 to be applied to the Q100 peak flow. This value was used in phase two design, which differs from phase one assumed by a EGBC document assumed 1.20 scale factor.

The values used for the Mannings roughness coefficient, bottom width and channel slope remained the same as phase one for the design. For phase two a sophisticated flood frequency analysis was undertaken by Applied Ecohydraulics for the Q100 peak flow, this is summarized in Appendix A. The Q100 flow rate for the design was increased from 96 m<sup>3</sup>/s from phase one to 102.8 m<sup>3</sup>/s, this can be accounted for by the increase in the climate change multiplier and the more sophisticated flood frequency analysis.

## 2.2 Construction Low Flow

During critical instream works such as casting concrete within the existing arch floor, or placing riprap at the outlet low flows will be required. A low flow frequency analysis has been completed for the Q2 and Q10 rainfall events from August to October, which are the anticipated construction period, refer to Appendix A.

## 2.3 Hydraulic Modeling & Riprap Design

Using the peak flow from the phase two 100-year return period, water levels were estimated using HY-8 version 7.80, a one-dimensional hydraulic analysis model developed by the US Federal Highway Administration. A custom arch cross section was developed through HY-8 to account for the raised portion of the arch and the stone walls. Based on site observations, a Manning's coefficient of 0.038 was selected and reviewed by Applied Ecohydraulics for the channel which represents a relatively straight channel with smaller (less than 250mm diameter) smooth cobble and gravel, and 0.012 for the concrete floor and sides of the arch as per the 2019 BC Ministry of Transportation and Infrastructure (MOTI) supplement to TAC. At the arch site the inlet design 100-year flow water level elevation was estimated to be 752.21m which exceeds the inlet top of culvert elevation of 750.9m. This results in a water level 1.31m above the ceiling of the arch, but below the height of the stone headwall which has an elevation of 752.90m.

Riprap slopes were predominantly designed to a 2.0H : 1.0V slope, which is typical for permanent installations. At the outlet on the left bank a small portion of riprap was designed steeper due to the scoured return wall which collapsed into the creek. Fill in this region is already over steepened compared to the rest of the embankment and the riprap was designed to prevent narrowing of the current unsanctioned road. Riprap was sized based on the BC MOTI supplement to Tac section 1030, figure 1030.A "Riprap Design Chart" and the design channel flow velocities from HY-8 at the outlet and tailwater of the current arch culvert. Flows are generally parallel to the banks within the structure and outlet so a multiplier of (2/3) according to the MOTI supplement to Tac figure 1030A, this was applied to the mean stream velocities. During the field review bedrock was noticed 35m downstream of the outlet along the right bank, no existing scour locations were noted within the field review which included traversing the creek 300m upstream and downstream, other than the outlet of the culvert. The depth of riprap at the scour location was based on  $(2 * d_{50})$  for the 1000kg class rock, this was

based on the HY-8 version 7.80 energy dissipation design guidelines for streambed level riprap basin and apron structures. Channel riprap design must be practical for construction constraints, but robust to prevent undermining the remaining right bank return wall and undermining the outlet of the culvert. Riprap pool length for energy dissipation of a streambed level riprap basin was based on HY-8 version 7.80 energy dissipation utilizing d50 and max riprap dimensions for channel riprap and consistently matched the surveyed scour pool for the 111-year-old structure, which has likely been scoured for a significant portion of its current life. A streambed level riprap outlet was selected to prevent blocking fish access during low flows. The riprap at the outlet was also optimized to prevent encroachment of neighboring private properties. The flow regime at the outlet will be different than existing conditions, but the tailwater velocities at the end of the riprap spillway are designed to match the existing channel, which would allow minimal changes to the channel and provide low risk to downstream users. The outlet riprap will be installed at the same elevation as the top of the new concrete overlay and tapering to the existing channel. A total of 386m of channel bottom was surveyed, this was used to determine an appropriate location and elevation of the riprap intersection with the existing channel as the current culvert outlet invert is approximately 1.5m higher than the channel bottom at the outlet. Design channel bottom and side slopes have been reviewed by Applied Ecohydraulics.

At the inlet it was noted during the site investigation / survey that water routinely pools behind what is remaining of the right bank return wall. We found evidence that water is starting to undermine the backside (away from the creek) of the return wall. We have included a riprap spur that projects from the end of the current end wall to the right bank at an angle to help deflect flow within the arch.

We have shown all riprap underlain with heavy duty non-woven geotextile filter fabric. Care will need to be taken when placing in case water levels are not as low as anticipated.

## 2.4 Concrete Overlay

A nominal concrete overlay was selected for the base of the currently eroding concrete floor of the arch. The floor of the arch appears to not be structural, and the proposed concrete overlay will prevent further erosion of the base which could cause undermining of the arch foundation walls.

Depending on the means and methods of the contractor, the concrete overlay can be completed in either one continuous pour or split to complete pouring one half of the floor at the time. Rebar has been shown to prevent serviceability cracking such as shrinkage, creep, and thermal loading. Due to the age of the existing structure, black (plain) rebar was chosen for the design, more expensive stainless, MFMX, galvanized, or epoxy coatings were not chosen due to exponential cost increases and availability. A nominal 50 mm cover was chosen to help extend the life of the black bar, if this cover is maintained through construction the overlay slab will have a suitable life expectancy. A concrete strength of 35MPa was selected as is typical for a reinforced concrete slab subjected to freeze thaw.

Concrete at the inlet will taper at a 2:0 H : 1.0 V slope to the inlet apron, and the outlet will be cast perpendicular.

Additional non-structural concrete will be poured under the outlets right bank return wall, it was identified that there are minor locations of scour during the survey. The final location of concrete will be determined during construction while the site is dewatered.

## 2.5 Construction Considerations

Conveyance of water through the site will be required as per the environmental management plan, but a Q2 design flow rate during rainfall events from low flow periods of August – October (anticipated construction season) as discussed will be required by the contractor to maintain during specific work. During casting of the concrete overlay, water cannot enter the form work as this will cause too high of a water to cement ratio and lead to poor quality concrete that can have excessive cracking, poor strength and deleterious substances entering the creek. The concrete will need to be sufficiently cured prior to allowing water to transport over the newly cast concrete, refer to the design drawing for details regarding time frames and strengths required. In the case of the overlay, no heavy loads (such as skid steers or mini excavators) are anticipated within the arch during construction.

Low flow water levels can be deflected from side to side of the arch for the overlay, this will allow the contract to design and construct a temporary coffer dam out of timber, poly, steel sections etc the contractor is to specify their means and methods to the engineer and the owner. If flows are present over the rebar cage prior to pouring, cleaning of the rebar of organics and loose cobble will be required.

Conveyance of water for the riprap installation will be determined by the Contractor within their means and methods, but it was discussed with the MOECC that between a combination of pumping at the inlet and stacking bulk bags at the outlet within the creek to support smooth wall HDPE, could be acceptable to transfer water from the outlet of the structure past the work site. Its anticipated that a coffer dam will be used for flows through the culvert, but at the outlet a diversion gravity fed pipe system will be used, supplementary pumping may be required.

The riprap outlet will require removal of stone wall pieces and placement of riprap / filter fabric, and a nominal concrete pour under the right bank outlet return wall. During the site investigation it was difficult to determine the extent of scour, but it appears that only the end of the wall had signs of scour. During dewatering of the outlet, the on site engineer will be able to make a better determination of the extent of scour and where to cast new concrete under the wall. The environmental management plan will outline the requirements for construction within this region, but it's intended that the riprap within the channel be placed during periods of low flows. Riprap that is above the current water line is anticipated to be placed during events of higher flows.

There is reasonable access to either bank of the outlet along crown land for outlet work and access within the arch. Access at these banks also allows for sufficient lay down area for equipment, tools, and materials.

### 3 SUMMARY

StoneCroft has identified this structure as moderate risk due to marginally inadequate hydraulic clearance. Failure or washout of the structure would lead to impacts to road users, community members, private properties, environmental and high replacement / mitigation costs. Riprap armouring is intended to be a robust repair solution to the current scour developing at the site, the installed riprap does not mitigate the sites high risk classification. The proposed repairs with the large 1000kg class riprap will improve the stability of the structure, and reduce capital expenditures in maintenance, but this repair however will not improve the conveyance through the crossing and backwater is anticipated during the Q100 event when considering climate change. If climate change is not considered the arch has adequate capacity for the Q100 event, with this in mind the minimal increase in backwatering affect due to climate change can be considered acceptable for the repair option.

Timing for the instream works will be critical, but the determined low flow period Q2 diversion / pumping requirements should be easily managed in a arch with a 6.1m wide bottom width for both gravity fed culverts, or diversion barriers within the arch.

We trust that the phase two design rational and detailed general arrangements meet the required intend. We look forward to assisting with the concrete overlay and riprap spillway repair option 3.

Best Regard,

StoneCroft Engineering Ltd.



Brian Peeters, P.Eng  
Senior Bridge Engineer

StoneCroft EGBC Permit to Practice No. 1001856

# APPENDIX A: LOW FLOW HYDRAULICS

---

Applied Ecohydraulics  
210 - 347 Leon Ave  
Kelowna, BC V1Y 8C7  
Phone: (587) 581-0944  
Email: greg.courtice@gmail.com



**Applied  
Ecohydraulics**

To: Brian Peeters, P.Eng., Stonecroft Engineering Ltd.

From: Greg Courtice, PhD, P.Eng.

Date: March 18, 2024

Subject: Hydrotechnical assessment to support engineering designs for watercourse crossings KV-014, KV-054, and CW-063 along the Kettle Valley Rail Trail

Dear Mr. Peeters,

This memo summarizes the review undertaken to assess three proposed watercourse crossing upgrades on the Kettle Valley Rail Trail. Specifically, a flood frequency was undertaken for the 1:100 year return period (Q100), monthly 1:2 and 1:10 year return periods (Q2 and Q10) for anticipated construction months of August, September, and October, and a cursory review of general hydrotechnical considerations such as riprap sizing and thickness to identify design complexities and considerations that may not be identified under generally accepted practices for the design of watercourse crossings. This additional assessment was identified due to the challenges associated with culvert crossings that have exceeded their design life and the corresponding degraded conditions that create complex site characteristics.

There were three sites of interest for this assessment, including CW-064 near Greenwood, KV-014 near Beaverdell, and KV-054 near Princeton. This memo provides technical support for engineering design and regulatory permitting applications undertaken by Stonecroft Engineering Ltd. for proposed upgrades to the watercourse crossings at these three sites. This memo is organized first by the hydrology analysis methods and results, followed by a discussion on the cursory hydrotechnical review.

### **Methods**

Data from nearby Water Survey of Canada (WSC) hydrometric stations were analysed to undertake a regional flood frequency analysis. No data were available within the direct catchments of interest therefore a regional analysis was used to share information across representative WSC stations. The station data and relevant project sites are provided in **Table 1**.



**Table 1:** Water Survey of Canada (WSC) hydrometric stations used to estimate discharges at project sites.

WSC Hydrometric Station	Catchment Area (km <sup>2</sup> )	Relevance to Project Sites
08NL038	5569	
08NL007	1813	
08NL024	1777	
08NL036	185	KV-054
08LG016	85	
08LG049	1414	
08NN013	5674	KV-014
08NN022	1186	CW-064
08NN019	148	

The inverse distance weighting (IDW) method was applied to estimate site discharges by calculating a weighting factor for both the distance between the site of interest and the catchment size. The equation for calculating weights for the IDW method is shown below:

$$w = \frac{1}{d^n}$$

where,

$w$  is the weighting factor given to a WSC station's discharge value for weighting by distance or catchment size,

$d$  is the distance or catchment size of the WSC station,

$n$  is the value given to the exponent, where 1 represents equal weighting to all distances or catchment sizes while a larger exponent will weigh closer distances or catchment sizes larger than those stations further away or of a less similar catchment size.

The estimated discharge at the site of interest is calculated as:

$$Q_{site} = \frac{\sum w_{dist} * w_{CA} * Q_{station}}{\sum w_{dist} * w_{CA}}$$

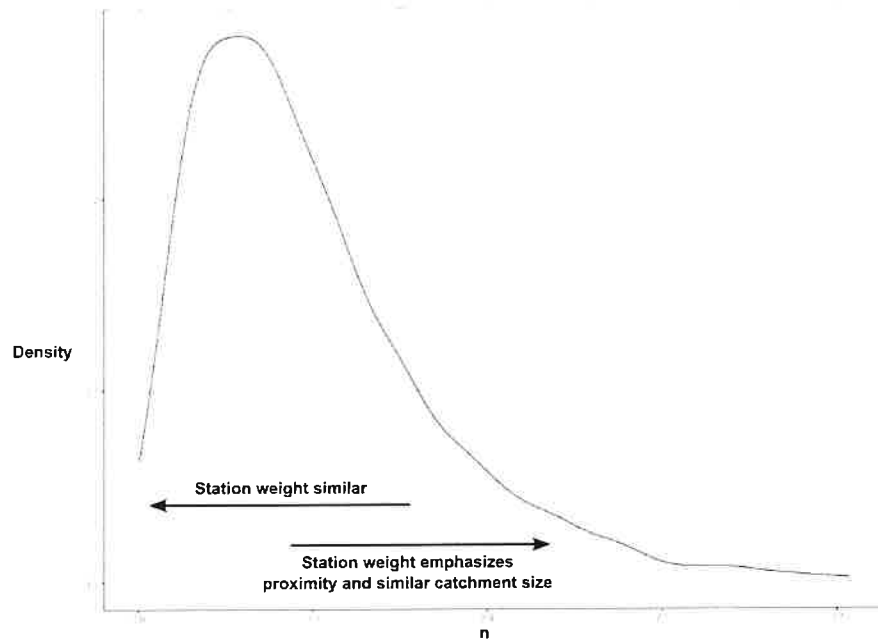
where,

$w_{dist}$  is the weighting factor for the WSC station distance from the site,

$w_{CA}$  is the weighting factor for the difference in catchment area between the WSC station and the site,

$Q_{station}$  is the discharge value at the WSC station.

A monte carlo simulation was used to consider the value of the weighting exponent,  $n$ , more explicitly. This helped to determine the uncertainty in discharge estimates at the site based on reasonably anticipated weighting factors. **Figure 1** presents the distribution assumed for  $n$ .



**Figure 1:** Probability density function for simulated values ( $n=1000$ ) of the inverse distance weighting (IDW) exponent,  $n$ . This distribution was used to run a monte carlo simulation on discharge estimates for the watercourse crossing sites to understand the influence of an important assumption used in the regional flood frequency analysis. The probability density function is derived from a gamma distribution that represents a higher likelihood of the exponent falling between 1-2, with possible but unlikely values between 2-3.

The Q100 discharge estimate was obtained by identifying the maximum daily discharge across all years of record, while the Q2 and Q10 monthly discharge estimates were obtained by identifying the maximum daily discharge for each respective month across all years of record. No consideration was given to climate change predictions in this analysis however these projections should be considered within the detailed engineering design analysis.

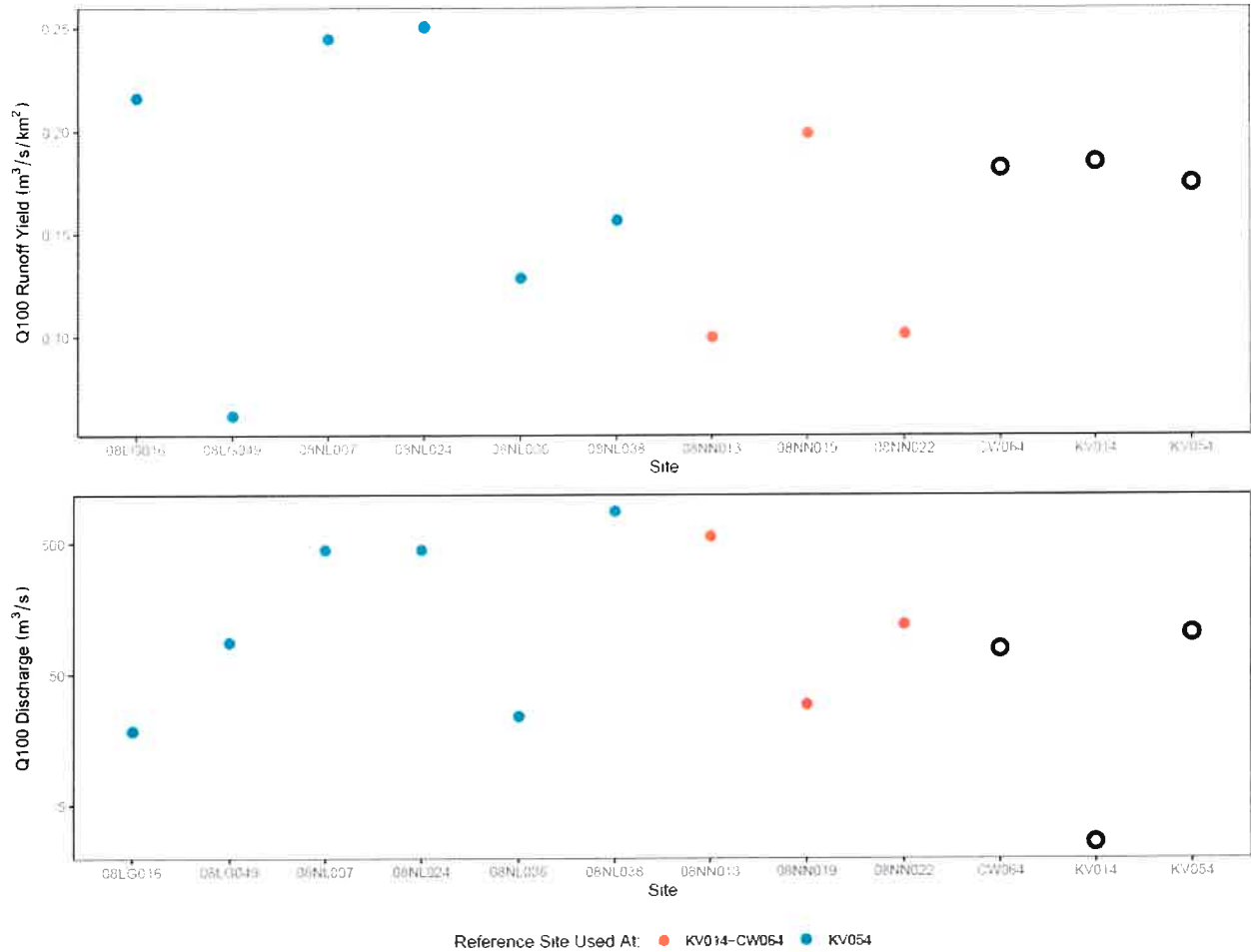
The discharge uncertainty quantified in the monte carlo simulation was used to select discharge values corresponding to a 99% chance (i.e., 99% credible interval) that the corresponding return period is at or below the value selected, given the probability density function of the IDW exponent,  $n$ . This value was used as the final estimated discharges for each return period of interest. The reasonableness of these discharge estimates was assessed by comparing the runoff yield values (discharge divided by catchment area) across all WSC stations.

## Results

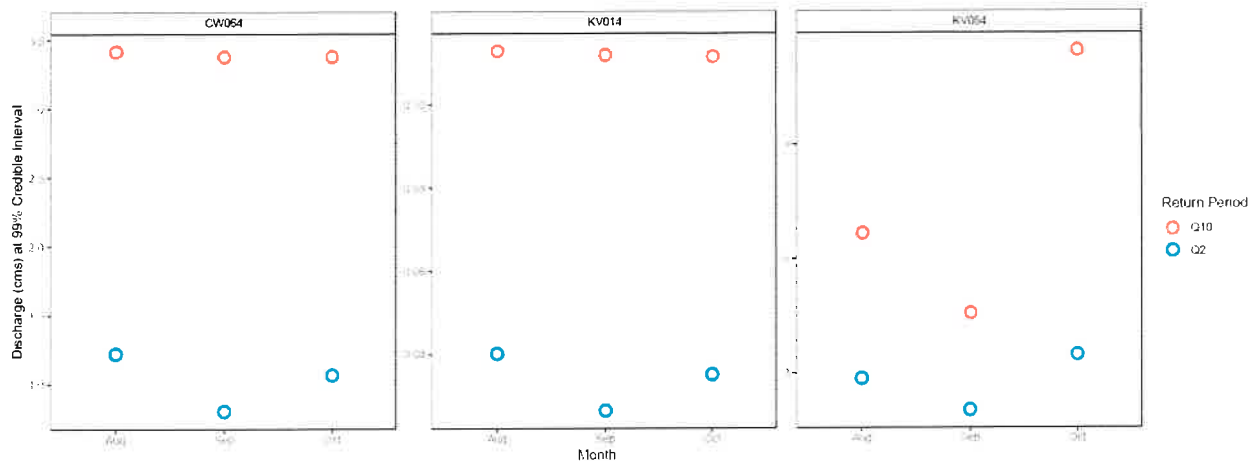
Table 2 and Figures 2 and 3 present discharge estimates at the project sites for annual Q100 and monthly Q10 and Q2 for anticipated construction months. These monthly return period estimates may be useful for preparing water management measures for construction based on reasonably foreseeable site conditions. Figure 4 presents the probability density and cumulative probability of the monthly flood frequency estimates to illustrate the uncertainty in discharge estimates. All values have a very narrow range of probable values, suggesting that the IDW weighting exponent does not substantially influence the inferences made by this regional analysis.

**Table 2:** Return period discharge (m<sup>3</sup>/s) estimates for each project site. Catchment area (km<sup>2</sup>) is also presented. The Q100 estimate is for annual maximum daily discharge estimates, while the Q10 and Q2 values are for monthly maximum daily discharge estimates.

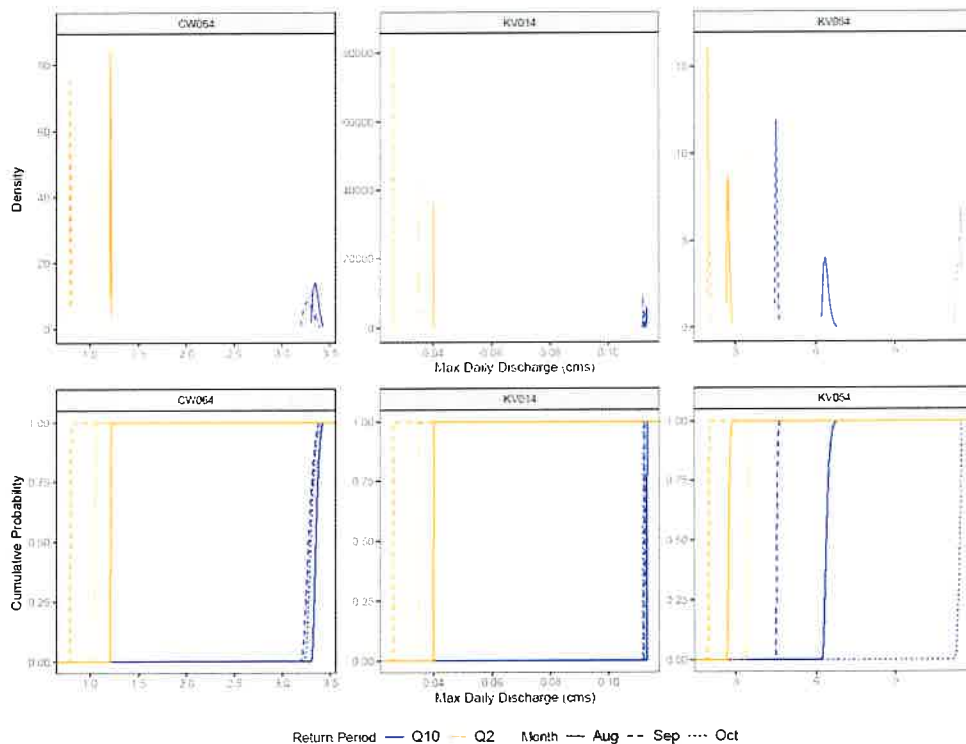
Site	Area	Q100	Q10	Q2	Month
CW-064	427	77.47	3.41	1.22	Aug
			3.38	0.80	Sep
			3.38	1.06	Oct
KV-014	14	2.58	0.11	0.04	Aug
			0.11	0.03	Sep
			0.11	0.04	Oct
KV-054	587	102.13	6.69	2.86	Aug
			4.60	2.05	Sep
			11.50	3.48	Oct



**Figure 2:** Runoff yield (top; discharge divided by catchment area) and discharge estimates (bottom) were plotted for the 1:100 return period (Q100) annual maximum daily discharge for the project sites (black open circles; CW-064, KV-014, KV-054) and all reference Water Survey of Canada (WSC) hydrometric stations (coloured filled circles). The colour for the reference stations corresponds to the project site that considered its historical data (as described in the bottom legend). The runoff yield plot demonstrate that the discharge estimates are within the range of reference station values, while the discharge plot demonstrates the magnitude of expected discharge at each site for a Q100 event.



**Figure 3:** Discharge estimates for monthly 1:10 year (Q10) and 1:2 year (Q2) return periods for the anticipated construction months. Site KV-054 appears to have susceptibility to a notably higher discharge for lower probability events (i.e., Q10) during the month of October compared to the other sites that have relatively consistent return period magnitudes across all months. Sites CW-064 and KV-014 appear to have similar variability across months with different magnitudes. This similar variability is due to consistent reference station data used across both site analyses.



**Figure 4:** Probability density (top) and cumulative probability (bottom) for monthly 1:10 year (Q10) and 1:2 year (Q2) discharge estimates. The probability density graphs suggest a very narrow range of values where the discharge estimates may be found, based on uncertainty in the inverse distance weighting (IDW) exponent. The steep cumulative probability plots at all sites and return periods also support that the estimated discharges are unlikely to exceed the selected values, given the considered uncertainty.



## Hydrotechnical Assessment of Watercourse Crossing Designs

A cursory hydrotechnical evaluation of watercourse crossing designs was undertaken to identify possible design considerations and constraints that may be further refined to meet project objectives more effectively. Primarily, a review of channel stability was undertaken using Manning's equation with consideration for possible constructability considerations and hydraulic uncertainties. This will help to ensure that the as-constructed crossing design will be representative of theoretical design objectives and corresponding solutions, in light of construction logistics and uncertainties.

Generally accepted best practices have not been assessed, such as methods for quantifying crossing discharge capacity. As such, this assessment only serves to support typical hydrotechnical analyses required for crossing designs and does not manage risk or liability associated with conveying water through a watercourse crossing. It is assumed that the crossing designs developed by Stonecroft Engineering Ltd. were completed using generally accepted engineering practices and provide design solutions that appropriately manage risks associated with the project objectives and comply with regulatory requirements.

### CW-064

The existing culvert structure was constructed in 1913 and consists of an unreinforced rectangular cut stone block thrust arch with grouted joints. This structure is beyond its service life and upgrades are necessary to ensure the crossing remains stable. A repair is proposed to upgrade the inlet and outlet, where notable damage in the structure is apparent.

The Q100 design discharge is unable to flow unimpeded through the culvert, and therefore the channel is likely to experience pressurized flow within the range of design discharges. The current condition of the inlet and outlet is likely to be further damaged through a pressurized flow event due to high turbulence and large shear forces. The proposed repairs, with 1000 kg riprap, are likely to improve the stability of the structure. This repair, however, is unlikely to improve conveyance through the crossing and therefore backwater effects can be anticipated in a Q100 event. The effects of this backwater should be confirmed to not impact nearby critical infrastructure, otherwise it is recommended that a crossing replacement be considered to mitigate this risk.

### KV-014

The existing culvert structure was constructed in 1927 and consists of one cast in place concrete box culvert that was constructed to match the creek grade at the time of construction. This structure is in poor condition that is representative of a structure that has remained in place beyond its design life. A bridge is proposed to replace the culvert and will provide considerable freeboard above the Q100 discharge.

The design channel is approximately 130 m long, with the crossing located within the upstream 40 m and has a slope of approximately 5.5%. Downstream of the crossing, there is a 60 m reach with a very steep slope of nearly 10% grade. Channels with slopes this steep often will exhibit super critical flow with high turbulence in flood events. These flow characteristics can affect the channel roughness, channel capacity, and scour potential.

This channel specifies 4 m width with 1:1.5 sloped banks. Based on the proposed construction materials, the roughness value will be between 0.025 and 0.05. It is anticipated that the shear



stress in a Q100 event will destabilize rock of up to approximately 0.3m, or 50 kg. Based on the uncertainty of flow characteristics in a steep channel, it is recommended to install riprap across at least 50% of the channel bed that is 75-100kg in size. Smaller rock may be suitable to fill in voids and enhance compaction to facilitate improved channel armouring and resistance to shear forces. It is also recommended that consideration be made for transitioning riprap to native soil and vegetative treatments above the Q100 water level where potential instabilities above the water level are not anticipated.

#### KV-054

The existing culvert structure was constructed in 1942 and consists of one cast in place concrete culvert. The structure is in fair condition, though the outlet appears to have considerable scour and related damage. The structure has remained in place beyond its design life. The proposed repair consists of a cast in place concrete overlay and riprap armouring at the inlet and outlet.

The Q100 design discharge is unable to flow unimpeded through the existing culvert, and therefore the channel is likely to experience pressurized flow within the range of design discharges. The current condition of the outlet is likely to be further damaged through a pressurized flow event due to high turbulence and large shear forces. The proposed repairs, with 1000 kg riprap, are likely to improve the stability of the structure. This repair, however, is unlikely to improve conveyance through the crossing and therefore backwater effects can be anticipated in a Q100 event. The effects of this backwater should be assessed to ensure no critical infrastructure will be impacted in the future.

#### **Closure**

This memo was prepared for the exclusive use of Stonecroft Engineering Ltd. and were based on generally accepted engineering practices and is limited by the circumstances present and data available during the time of the assessment. No other warranty, express or implied, is given.

Yours Truly,



March 19, 2024

Greg Courtice, PhD, P.Eng.  
Water Resources Engineer  
c: 587-581-0944  
e: [greg.courtice@gmail.com](mailto:greg.courtice@gmail.com)

EGBC Permit to Practice No. 1003711



**INDENTURE OF LEASE**

**Lease No. BC5164 (formerly L1843)**

BETWEEN

**CITY OF GREENWOOD**

PO Box 129  
Greenwood, British Columbia V0H 1J0

OF THE FIRST PART  
(Landlord)

AND



**BRITISH COLUMBIA EMERGENCY HEALTH SERVICES**

#200, 1333 West Broadway  
Vancouver, British Columbia V6H 1G9

OF THE SECOND PART  
(Tenant)



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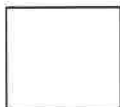
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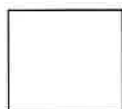
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**LEASE**

**THIS LEASE** dated for reference, the 1<sup>st</sup> day of April, 2024

BETWEEN

**CITY OF GREENWOOD**

PO Box 129  
Greenwood, British Columbia V0H 1J0

(the "Landlord")

OF THE FIRST PART

AND

**BRITISH COLUMBIA EMERGENCY HEALTH SERVICES**

#200, 1333 West Broadway  
Vancouver, British Columbia V6H 1G9

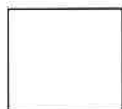
(the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord is the registered owner of the Land (as defined in Schedule B) upon which the Building (as defined in Schedule B) is or will be situated.
- B. The Landlord has agreed to lease a portion of the Building upon the terms and conditions hereinafter set forth.

Therefore, in consideration of the rents, covenants, agreements and conditions contained herein, the parties agree as follows:



**ARTICLE 1  
BASIC TERMS, SCHEDULES AND DEFINITIONS**

**1.1 BASIC TERMS**

- (a) Landlord: The City of Greenwood
- Address of Landlord: PO Box 129  
Greenwood, B.C. V0H 1J0
- Address for Service (if different than that set out immediately above): as above
- (b) Tenant: British Columbia Emergency Health Services
- Address of Tenant: c/o Provincial Health Services Authority  
#200 – 1333 West Broadway  
Vancouver, B.C. V6H 1G9
- (c) Land: 012-873-608
- Lot 12 of the West ½ of Block,  
3 District Lot 711, Similkameen Division,  
Yale District, Plan 34
- Municipal Address: **198 Government Avenue, Greenwood**
- Total Rentable Area: Approximately 836 square feet
- (d) Premises: That portion of the Building, shown outlined in red or in heavy black on Schedule A and located on the main floor(s) of the Building
- (e) Rentable Area of Premises: Approximately 836 square feet, of which 836 square feet of ambulance station space is located on the Main floor of the Building.
- (f) Term: Five (5) years



(g) Commencement Date: The 1<sup>st</sup> day of April, 2024;

(h) Annual Base Rent:

Type of Space	Term In Years	\$ per square foot of Rentable Area per annum	Annual Payment	Monthly Payment
Station	1 through 5	\$5.88	\$4,915.20	\$409.60

(i) Rent Commencement Date: April 1, 2024

(j) Base Year (Taxes): DELETED

(k) Base Year (Operating Costs): DELETED

(l) Tenant's Share of Operating Costs for first Term Year: DELETED

(m) Renewal Term(s): One (1) Renewal Term of sixty (60) months

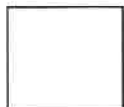
(n) Parking: DELETED

(o) Landlord's Designated Payee: The City of Greenwood

Address of Payee: PO Box 129  
Greenwood, British Columbia V0H 1J0

(p) Landlord's Property Management Representative: Dean Trumbley

Telephone No.: 250-445-6644



Tenant's Property  
Management  
Representative:

Provincial Health Services Authority  
Attention: Property Manager, Facilities Management

Telephone No.: (604) 675-7400

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms will be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

## 1.2 SCHEDULES

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

<b>SCHEDULE</b>	<b>CLAUSE</b>
Schedule A Floor Plans of the Premises	1.1(d)
Schedule B Definitions	1.3
Schedule C Landlord & Tenant Services Responsibility	4.2 and 5.13
Schedule D Base Building Shell	Schedule B (Definition of "Base Building Shell")
Schedule E Certificate	10.3
Schedule F Option to Renew	13.1
Schedule G Tenant Improvements	Schedule B (Definition of "Tenant Improvements")
Schedule H Additional Provisions	13.9
Schedule I Environmental Disclosure	13.5
Schedule J Janitorial Service	Schedule B (Definition of "Janitorial Services")
Schedule K Landlord's Services	5.2 and 5.13



**1.3**    **DEFINITIONS**

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

**ARTICLE 2**  
**PREMISES**

**2.1**    **PREMISES**

The Landlord hereby demises and leases to the Tenant, and the Tenant hereby leases from the Landlord, the Premises.

**2.2**    **ACCEPTANCE OF PREMISES - DELETED**

**ARTICLE 3**  
**TERM**

**3.1**    **TERM**

The Term of this Lease will be for the period set out in subclause 1.1(f), beginning on the Commencement Date, and any renewals thereof in accordance with clause 13.1 and Schedule F.

**ARTICLE 4**  
**RENT**

**4.1**    **RENT**

The Tenant will yield and pay for the Premises to the Landlord, at the office of the Landlord's Designated Payee set out in subclause 1.1(o), or to such other person and at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada, on the days and at the times hereinafter specified, Rent which will include the aggregate of the sums specified in subclauses (a) and (b) below:

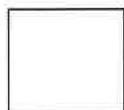
(a)    **Annual Base Rent**

Annual Base Rent in the amount per annum set out in subclause 1.1(h) for each respective Term Year, subject to the adjustment provisions of subclause 4.2(e); and

(b)    **Additional Rent**

The aggregate of the following:

- (i)    its share of Taxes payable pursuant to subclause 4.2(b) (if any);
- (ii)   its share of Operating Costs payable pursuant to subclause 4.2(c) (if any); and





- (iii) such other amounts, charges, costs and expenses as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Annual Base Rent.

#### 4.2 PAYMENT OF RENT

The Rent provided for in this Article 4 will be paid by the Tenant as follows:

(a) Annual Base Rent

The Annual Base Rent will be paid in equal consecutive monthly instalments in advance on the first day of each and every month during the Term, commencing on the Rent Commencement Date, as set out in subclause 1.1(h). Notwithstanding the prior sentence, where the Rent Commencement Date is not the first day of a calendar month, the Annual Base Rent for the period from the Rent Commencement Date to the first day of the next ensuing calendar month will be pro-rated on a per diem basis and paid on the Rent Commencement Date and the first regular instalment of the Annual Base Rent will be paid on the first day of the first full calendar month of the Term.

(b) Taxes – SEE SCHEDULE H

*Proportionate Share of Taxes*

In accordance with Column (C) of Schedule C, within **NINETY (90)** days next following the due date for the payment of Taxes for a tax year, the Landlord will forward to the Tenant a copy of the receipted tax bills for such tax year, along with a calculation of the Tenant's Proportionate Share (Taxes) thereof. Within **THIRTY (30)** days of such receipt, the Tenant will pay to the Landlord the Tenant's Proportionate Share (Taxes) of the Taxes. If only a part of a tax year is included in the Term, then there will be a pro-rata apportionment so that the Tenant's responsibility to contribute to any Taxes for that tax year is limited to the portion of the tax year during which the Premises are leased to the Tenant.

(c) Operating Costs

*Operating Costs included in Annual Base Rent*

In accordance with Column (B) of Schedule C, the Annual Base Rent throughout the Term is totally inclusive of all Operating Costs and the Tenant will bear no liability for Operating Costs or any escalation thereof during the Term.

(d) Operating Costs Reconciliation – DELETED



(e) Basis of Determining Rent

The Tenant acknowledges that the Annual Base Rent is calculated on the basis of the Rentable Area of the Premises being as set out in subclause 1.1(e) and at the rate set out in subclause 1.1(h) for each square foot of Rentable Area of the Premises. The Tenant and the Landlord agree that the Annual Base Rent and the Additional Rent will be adjusted in the event that the Rentable Area of the Premises is found to be different from the Rentable Area of the Premises stated above. The Rentable Area of the Premises and the Total Rentable Area will be determined by the Landlord's architect or surveyor. At the request of the Tenant, the Landlord will cause such a determination to be made.

Notwithstanding the above,

- (i) in no event will the Tenant be responsible for Annual Base Rent determined on the basis of the Rentable Area of the Premises being greater than that shown in subclause 1.1(e) unless the Landlord has delivered to the Tenant, on or before the end of the first Term Year, satisfactory proof that the Rentable Area of the Premises is greater than shown in subclause 1.1(e) and
- (ii) if the actual Rentable Area of the Premises is more than 105% of the estimated Rentable Area of the Premises shown in subclause 1.1(e), then for the purposes of calculating the Annual Base Rent, the Rentable Area of the Premises will be deemed to be 105% of the estimated Rentable Area of the Premises shown in subclause 1.1(e).

(f) Proportionate Share

The Landlord will make the initial determination of the Proportionate Share (Operating Costs) and Proportionate Share (Taxes) and any subsequent determinations which may be required as a result of change of circumstances. The Landlord will, at the Tenant's request, provide the Tenant with all working papers and information relating to such determination. In the event the Tenant disagrees with such determination by the Landlord, the Tenant may at its option have the disputed proportionate share determined by Arbitration. The determination of the Arbitration will apply and be effective from the Commencement Date or any later relevant date. The cost of Arbitration will be borne by the party deemed to have lost the Arbitration as determined by the arbitrator.

Notwithstanding the above, if the actual Rentable Area of the Premises is more than 105% of the estimated Rentable Area of the Premises shown in subclause 1.1(e) or if the actual Total Rentable Area is less than 95% of the estimated Total Rentable Area shown in subclause 1.1(c), then for the purposes of calculating the share of Taxes or Operating Costs payable by the Tenant under this Lease (if any), the Rentable Area of the Premises



will be deemed to be the lesser of the actual Rentable Area of the Premises or 105% of the estimated Rentable Area of the Premises shown in subclause 1.1(e) and the Total Rentable Area will be deemed to be the greater of the actual Total Rentable Area or 95% of the estimated Total Rentable Area shown in subclause 1.1(c).

**4.3 RENT FOR IRREGULAR PERIODS**

All Rent reserved herein will be deemed to accrue from day to day, and if for any reason it will become necessary to calculate Rent for irregular periods of less than one year or one month an appropriate pro-rata adjustment will be made on a daily basis in order to compute Rent for such irregular period.

**4.4 SET-OFF**

Without restricting any right of set-off given or implied by law, the Tenant may set-off against the Rent or against any other sums payable hereunder to the Landlord, any amount payable by the Landlord to the Tenant hereunder, and, without restricting the generality of the foregoing, the Tenant may, when making payment of Rent or of any other sum, withhold an amount which is equal to any amount which is then payable to the Tenant by the Landlord under this Lease or which, by virtue of the right of set-off, may be retained by the Tenant.

**4.5 RECORDS**

During the Term of this Lease, and for a period of not less than **TWENTY-FOUR (24)** months after the expiration or sooner determination of the said Term:

- (a) the Landlord will maintain full and detailed records of expenses and costs incurred for the Building and the Land together with proper records of all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto; and
- (b) at all reasonable times and from time to time the Landlord will make all such records available to the Tenant, or to persons acting on its behalf, for inspection and for the purpose of making copies thereof (at the Landlord's cost) and taking extracts therefrom and will furnish to such persons any and all information which they may require from time to time in connection therewith.

The Tenant will have the right, at its cost, to require, on reasonable notice to the Landlord, the Landlord's books and records of Operating Costs and Taxes during the period referred to above to be audited and, in connection with any such audit, the Tenant will pay for the reasonable cost of making any necessary copies of the Landlord's books and records. In the event that any such audit discloses that the Landlord has overstated the amount payable by the Tenant on account of Taxes and/or Operating Costs for the period in question, then the Landlord will forthwith after notice from the Tenant reimburse the Tenant for any overpayment which has been made by the Tenant and, if any such audit discloses that the Landlord has overstated by five percent (5%) or more the amount payable by the Tenant on account of Taxes and/or Operating Costs for



the period in question, the Landlord will also forthwith after notice from the Tenant pay the cost of the audit (or reimburse the Tenant for such cost).

This right will survive the expiry of the Term or sooner termination of this Lease.

**4.6 ESTOPPEL**

If, within **TWELVE (12)** calendar months of conclusion of each yearly period commencing on an anniversary of the Base Year or of each Term Year, as applicable, the Landlord has not delivered to the Tenant a Certified Statement with respect to any additional Operating Costs payable by the Tenant in respect of such yearly period or Term Year or delivered to the Tenant such information as is required under subclause 4.2(b) in respect to any amount payable by the Tenant on account of Taxes, then the Landlord will be estopped from demanding reimbursement for or payment therefore, as applicable, and, in connection therewith, the Landlord waives recourse to any remedies otherwise available to it for the recovery of said amounts.

**4.7 APPEAL OF PAYMENT OF TAXES**

The Landlord may appeal any assessment of the Taxes payable by it to the extent permitted by law and may make any related payment under protest and may, if permitted by law, post security acceptable to the applicable governmental authorities in lieu of all or any part of such payment. In addition, the Tenant will have the right to require the Landlord to appeal any assessment of the Taxes payable by the Landlord or may carry out any such appeal itself (either in its own name or on behalf of and in the name of the Landlord). The costs of appeal (whether incurred by the Landlord or the Tenant) will be included in Operating Costs if the appeal is for the benefit of the Building as a whole and, if not, the costs of appeal will be apportioned equitably between the rentable premises in the Building benefiting from the reduction, if any, provided such reduction is equal to or greater than the costs of appeal. If the costs of appeal are greater than the reduction the excess will be borne by the party who requested the appeal.

**ARTICLE 5  
LANDLORD'S GENERAL COVENANTS**

The Landlord covenants with the Tenant as follows:

**5.1 QUIET ENJOYMENT**

The Tenant will and may peaceably possess and enjoy the Premises for the Term hereby granted, without any interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully claiming by, from, through or under the Landlord.



**5.2 INTERIOR CLIMATE CONTROL**

The Landlord will provide to the Premises during Normal Business Hours, by means of a system for heating, cooling, filtering and circulating air and processed air in accordance with clause 2 of Schedule K (HVAC and Lighting Systems), so as to ensure that the Premises are maintained in conditions of reasonable temperature and comfort in accordance with good standards of interior climate control.

**5.3 ELEVATORS - DELETED**

**5.4 ENTRANCES, LOBBIES AND OTHER COMMON AREAS**

The Landlord will permit the Tenant and its subtenants and licensees and its and their respective employees to have the use, seven days of each and every week and twenty-four hours of each day, in common with others entitled thereto of the common entrances, lobbies, stairways and corridors of the Building giving access to the Premises and to all parking facilities in the Building. Outside of Normal Business Hours, any visitors to the Tenant or its subtenants and licensees must be accompanied at all times by an employee of the Tenant, a subtenant or a licensee, as appropriate.

**5.5 WASHROOMS**

The Landlord will permit the Tenant and its subtenants and licensees and its and their respective employees, customers, agents and invitees in common with others entitled thereto to use the washrooms in the Building on the floors on which the Premises are situate and to use such other washrooms in the Building as have been designated for use by the Tenant and its subtenants and licensees or as have been designated for the common use of all tenants of the Building.

**5.6 JANITORIAL SERVICE FOR PREMISES**

Unless otherwise provided in Schedule C to this Lease, the Landlord will cause when reasonably necessary from time to time the floors of the Premises to be swept and cleaned, the windows on the exterior of the Premises to be cleaned, the desks, tables and other furniture of the Tenant in the Premises to be dusted, and such other janitorial services to be provided as are contemplated in the definition of Janitorial Services in Schedule B.

**5.7 MAINTENANCE OF COMMON AREAS**

The Landlord will cause the elevators, common entrances, lobbies, stairways, corridors, washrooms, parking facilities and other parts of the Building from time to time provided for common use and enjoyment to be swept, cleaned or otherwise properly maintained in a reasonable manner as they would be in any good quality Class B office building as contemplated in the definition of Janitorial Services in Schedule B.



**5.8 BUILDING DIRECTORY**

The Landlord will maintain a directory in the main entrance lobby of the Building and will list thereon the name of the Tenant, the name(s) of the user(s) of the Premises and the suite number(s) of the Premises.

**5.9 COMPLY WITH LAWS**

- (a) The Landlord will comply at all times during the Term hereof with all laws, statutes, bylaws, ordinances, regulations or other lawful requirements of any governmental authority having jurisdiction which are in respect of the Land and the Building, and the Landlord warrants and covenants that the Premises comply as of the date of this Lease and will comply at all times during the Term with all such laws, statutes, bylaws, ordinances, regulations and other lawful requirements.
- (b) The Tenant will comply at all times during the Term hereof with all laws, statutes, bylaws, ordinances, regulation or other lawful requirements of any governmental authority having jurisdiction which are in respect to the use of the Premises.

**5.10 USE AND STATE OF PREMISES**

The Tenant may use the Premises for its own purposes or to provide accommodation for agencies of the Provincial Government, Provincial Crown Corporations, ministries or agencies of the Federal Government, municipalities, regional districts and other similarly publicly funded bodies and their agents or agencies, corporate or otherwise, and subject to the prior written consent of the Landlord (not to be unreasonably withheld), for private sector tenants, and the Landlord warrants and covenants that the Premises are zoned for such purposes, and will be free from any offensive or objectionable odours, vermin or noise.

**5.11 ACCESS**

The Tenant and its subtenants and licensees and its and their respective employees, customers, agents and invitees will have the right in common with other occupants of the Building to pass, repass and utilize all Common Areas and the Tenant's Designated Parking Areas for purposes of ingress, egress and full enjoyment of the Premises, Parking Areas and other facilities in use by the Tenant. The Premises and Common Areas are to be accessible to the Tenant and its subtenants and licensees **SEVEN (7)** days of each and every week during Normal Business Hours and, at all other hours, through the Landlord's security system via keys or electronic access control cards throughout the Term, twenty-four (24) hours per day.

**5.12 TAXES**

The Landlord will promptly pay all Taxes (and, in any event, on or before the date when due) levied against the Land and the Building, together with all fuel, utility and other charges of any nature whatsoever for which the Landlord is responsible.



**5.13 LANDLORD'S SERVICES**

The Landlord will maintain the Building at those standards specified in the current Workers' Compensation Board Occupational Health and Safety Regulations and all amendments thereto and all subsequent successor regulations and will provide for those Landlord's services set out in Schedule C to this Lease in accordance with the terms thereof and will provide and pay (except to the extent otherwise provided in Schedule C) for the Landlord's services set out in Schedule K to this Lease.

**5.14 ADDITIONAL SERVICES / CHANGE IN PROVISION OF SERVICES**

If the Tenant requires any janitorial or cleaning services to the Premises additional to those required to be provided by the Landlord under the provisions of this Lease, wishes to move furniture or equipment or make repairs or alterations within the Premises or requires other services in the Premises, then the Tenant may, at its option, request the Landlord, by way of Additional Services, to provide or have its designated agents or contractors provide such services. The Cost of Additional Services provided will be paid to the Landlord by the Tenant from time to time within **THIRTY (30)** days of receipt of invoices therefore from the Landlord. The Cost of Additional Services charged directly to the Tenant and other tenants will be credited in computing Operating Cost to the extent that it would otherwise have been included.

The parties also agree that:

- (a) if the Landlord is obligated to supply any services to the Tenant under this Lease at the Tenant's cost, the Tenant will be entitled, on **SIXTY (60)** days' prior written notice to the Landlord, to retain any third party to provide such services to the Tenant, at the Tenant's expense (in which event, the obligation of the Landlord to supply such services will be suspended until such time, if any, as the Tenant gives the Landlord **SIXTY (60)** days' prior written notice that the Landlord will again be responsible for the provision of such services); and
- (b) if any third party supplies any services to the Tenant in respect of the operation of the Premises, the Tenant will be entitled, on **SIXTY (60)** days' prior written notice to the Landlord, to require the Landlord to supply such services to the Tenant, at the Tenant's expense.

**5.15 ADDITIONAL UTILITIES**

Upon request by the Tenant, and with adequate notice, the Landlord will supply additional heating, ventilating, and air-conditioning, electricity or other utility services to the Premises above those which the Landlord is required to supply to the Tenant under the provisions of this Lease or outside Normal Business Hours. The Tenant will pay to the Landlord in the manner in which Operating Cost is paid any additional costs of the Landlord which may arise in respect of additional heating, ventilating, and air-conditioning, electricity and other utility services which



are arranged to be provided to the Tenant over and above those which the Landlord is required to supply to the Tenant under the provisions of this Lease or outside of Normal Business Hours.

**5.16 PARKING**

The Landlord agrees to make available to the Tenant, for use by it and its subtenants and licensees and its and their respective employees, customers, agents and invitees, the number of random parking stalls and the number of secured parking stalls indicated in subclause 1.1(n), at the applicable monthly rate set out in subclause 1.1(n). Such parking stalls must be accessible and available for use **SEVEN (7)** days of each and every week and **TWENTY-FOUR (24)** hours per day.

**5.17 COPIES OF DRAWINGS - DELETED**

**ARTICLE 6  
REPAIR, DAMAGE AND DESTRUCTION**

**6.1 LANDLORD'S REPAIRS**

The Landlord covenants with the Tenant that:

- (a) subject to clause 6.4, it will keep in a good and reasonable state of repair, and consistent with the general standards of office buildings of similar age and character in the area where the Building is located:
  - (i) the Land and all landscaping thereon;
  - (ii) the Building and its HVAC, including the foundation, roof, exterior walls including glass portions thereof, all mechanical, electrical, (including fluorescent lamp fixture ballasts,) plumbing and utilities systems and all other systems provided for bringing utilities to the Premises (including all systems for bringing data, telephone and other communication services to the Premises), the elevators, entrances, stairways, corridors, lobbies, washrooms, sprinkler and parking facilities from time to time provided for use in common by the Tenant and other tenants of the Building (subject to Schedule C);
  - (iii) the Tenant Improvements (subject to Schedule C); and
  - (iv) the structural members or elements of the Premises; and
- (b) it will repair defects in construction performed or installations made by the Landlord in the Premises and Insured Damage.

In the event any maintenance or repair to the Building requires access to the Premises or will negatively impact the operation of the user in the Premises, the Landlord will give advance





notice, except in case of emergency, to the Tenant and the Tenant will coordinate the work between the Landlord and the user of the Premises.

Upon receipt of written notice from the Tenant, the Landlord will promptly remedy any defects in the Building and its systems.

The Landlord also covenants with the Tenant that, at the Tenant's request, the Landlord will undertake repairs to the Tenant Improvements at a price reasonable and consistent with the market and the Tenant will pay for requested repairs within **THIRTY (30)** days of full completion of the requested repair and receipt of the agreed upon Landlord's invoice for the requested repairs. It is understood and agreed between the Landlord and the Tenant that any and all repairs undertaken under this paragraph must be specifically ordered by the Tenant's Property Management Representative (as indicated in subclause 1.1(p)) and all invoices for said work are to be sent to the address indicated by the Tenant's Property Management Representative.

**6.2 TENANT'S REPAIRS**

The Tenant covenants with the Landlord that:

- (a) it will not overload any floors; and
- (b) on reasonable advance notice to the Tenant, the Landlord may enter the Premises at any reasonable time for the purposes of inspecting the Premises and making necessary repairs.

The Tenant will not be responsible for the cost of repairs to or replacement of Tenant Improvements or the Building where said repairs or replacement are caused by the negligence or wilful misconduct of the Landlord, its employees, invitees, contractors or those for whom in law the Landlord is responsible or for original or latent defects in the design, construction or equipment in the Tenant Improvements for which the Landlord was responsible for the construction and/or installation.

Notwithstanding the foregoing provisions of this clause 6.2, subject to Schedule C, the task of repairing, maintaining and operating the HVAC systems and other Building standard equipment, mechanical, plumbing, electrical and/or utility systems within or serving the Premises will be the responsibility and cost of the Landlord (except the Tenant will pay Operating Costs for those costs defined as Operating Costs herein); and the Tenant will not be liable for costs incurred as a result of inherent defects in the design, construction or equipment of Tenant Improvements constructed by the Landlord or for those whom in law the Landlord is responsible.

**6.3 NOTIFICATION OF DEFECTS**

The Tenant will promptly give the Landlord notice of any accident, defect or damage within the Building, Premises, systems or services for which the Landlord has an obligation under this Lease and which have come to the Tenant's attention.



**6.4 REPAIR IN THE EVENT OF DAMAGE**

If the Building is damaged by fire or any other hazard such that the Premises are rendered untenable or such that access to the Premises is prevented or materially interfered with (either access by elevators or by stairways or corridors), then if such damage is capable of repair within **NINETY (90)** days of the happening of the occurrence, the Landlord will, within **THIRTY (30)** days of the occurrence of the damage, initiate all necessary repairs and forthwith allow an abatement of the Rent and other payments required by this Lease which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt and the Tenant is able to occupy and use the Premises in accordance with all applicable laws and until convenient access to the Premises is restored. If the Landlord does not initiate the restoration of the Premises or access within the said **THIRTY (30)** days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may at any time give the Landlord **FOURTEEN (14)** days prior written notice of the termination of this Lease. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant or to prevent or materially interfere with access to the Premises for a period in excess of **NINETY (90)** days, either party may, within **THIRTY (30)** days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease and the Tenant will surrender the Premises to the Landlord as soon as reasonably practical. In the event of any termination under this clause, the Tenant will surrender the Premises in their then current condition and will be under no obligation to comply with clause 11.4. In the event of any dispute with respect to any matter related to the foregoing provision (including the extent of any abatement of Rent), such matter will be determined by a professional architect agreed upon by the Tenant and the Landlord or, if the Tenant and the Landlord are not able to agree on such an architect within **THIRTY (30)** days of the occurrence of the damage, then either the Tenant or the Landlord will be entitled to request the President of the Architectural Institute of British Columbia to select a professional architect to arbitrate the dispute, and the determination of any such architect (whether appointed by the Tenant and the Landlord or by the President of the Architectural Institute of British Columbia) will be final and binding on the Tenant and the Landlord.

**6.5 TENANT NOTIFICATION**

The Landlord acknowledges that the Tenant, or the Tenant's property management representative (identified in sub clause 1.1(p)), may contact the Landlord from time to time to advise the Landlord as to the need for it to take action pursuant to its repair, maintenance or service obligations hereunder. In any such case, the Landlord agrees that upon completion of the obligation in question, it will provide confirmation of same to the Tenant's property management representative, such confirmation to be given either in writing pursuant to clause 12.1 or by telephone, facsimile or email to the Tenant's representative referred to in sub clause 1.1(p), that the Landlord has completed such work.



**ARTICLE 7  
LICENSES, ASSIGNMENTS AND SUBLETTINGS**

**7.1 LICENSES, FRANCHISES AND CONCESSIONS**

The Tenant will not suffer or permit any part of the Premises to be used or occupied by any persons other than the Tenant and any subtenants and licensees permitted under clause 7.2, and the employees of the Tenant and of any such permitted subtenants and licensees, or suffer or permit any part of the Premises to be used or occupied by any franchisee or concessionaire, or suffer or permit any persons to be upon the Premises other than the Tenant, such permitted subtenants and licensees and its and their respective employees, customers and others having lawful business with them.

**7.2 ASSIGNMENT AND SUBLETTING**

The Tenant will not assign this Lease (either in whole or in part) without the prior written consent of the Landlord, which consent the Landlord agrees that it will not unreasonably or arbitrarily withhold or delay or grant subject to conditions. If the Landlord has not responded to any request from the Tenant for such consent within **THIRTY (30)** days of receipt of such request, the Landlord will be deemed to have consented to the request.

The Landlord covenants and agrees that the Tenant may sublet or licence the Premises, either in whole or in part, without the consent of the Landlord, to agencies of the Provincial Government, Provincial Crown Corporations, ministries or agencies of the Federal Government, municipalities, regional districts and other similar publicly funded bodies and their agents or agencies and subject to the prior written consent of the Landlord (not to be unreasonably withheld), to private sector tenants for the purposes contemplated in clause 5.10. The Tenant may not otherwise sublet or licence the Premises without the prior written consent of the Landlord. Notwithstanding any such sublease or licence being effected, the Tenant will remain bound to the Landlord for the fulfilment of all the terms, covenants, conditions and agreements herein contained.

**ARTICLE 8  
FIXTURES AND IMPROVEMENTS**

**8.1 INSTALLATION OF FIXTURES AND IMPROVEMENTS**

Subject to the prior written consent of the Landlord (not to be unreasonably withheld), the Tenant will be entitled, at its expense, to make or permit any subtenant or licensee to make such alterations, additions, replacements and improvements to the Premises (including the Tenant Improvements in the Premises) as will better adapt the Premises for the purposes for which the Premises are permitted to be used under this Lease. Throughout the Term, subject to the prior written consent of the Landlord (not to be unreasonably withheld), the Tenant and its subtenants and licensees will be entitled to remove and dispose of any Tenant Improvements located in the Premises. In carrying out any work under this clause 8.1, the Tenant will carry out



or cause to be carried out such work in a good and workmanlike manner and in accordance with all applicable laws. The Tenant's request for any approval of the Landlord hereunder will be in writing and accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications thereof. The Landlord agrees to promptly review any such material prepared by or on behalf of the Tenant. If the Landlord has not responded to any such request from the Tenant within **TEN (10)** days of receipt of such request, the Landlord will be deemed to have consented to the request. The Tenant shall provide the Landlord with copies of any building permits required in connection with any work under this clause 8.1.

**8.2 TENANT IMPROVEMENTS**

All Tenant Improvements in or upon the Premises will be the Landlord's responsibility for repair under clause 6.1. At the option of the Tenant, the Tenant may remove, or may permit the removal of, any or all of the Tenant Improvements from the Premises at the expiration or sooner termination of the Term or may leave and surrender any or all of the Tenant Improvements with the Premises at the expiration or sooner termination of this Lease. For greater certainty, all tenant or trade fixtures and all furniture, equipment and other personal property of the Tenant and its subtenants and licensees will remain at all times the property of the Tenant and its subtenants and licensees and may be removed from time to time during the Term of this Lease regardless of who has paid for such tenant or trade fixtures, furniture, equipment and other personal property.

**ARTICLE 9  
INSURANCE AND LIABILITY**

**9.1 LANDLORD'S INSURANCE**

The Landlord will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Tenant:

- (a) "all risks" property insurance, including earthquake coverage if such coverage is available at a cost that a prudent owner would pay therefore, and coverage for sprinkler leakage and other water damage, on the Building (including the Tenant Improvements) in an amount that is not less than the full replacement cost of the Building, together with boiler and machinery insurance (which will include loss of use and loss or damage caused by rupture of steam pipes) in respect of all boilers and other pressure vessels within or forming part of the Building, in such amounts and with such deductibles as are normally effected by reasonably prudent owners of properties similar to the Building (for the purposes of this paragraph, replacement cost will be determined by the Landlord acting reasonably at the time the insurance is initially obtained and will thereafter be determined by the Landlord at least once every 12 months, and the Landlord will promptly notify the Tenant in writing of each such determination, it being



the intention of the parties that in the event of any damage or destruction to the Building, sufficient insurance funds will be available to repair or rebuild the Building, including increased costs due to the then applicable Building Codes and authorities having jurisdiction. Each and every policy of property insurance maintained by the Landlord will provide for a waiver of the insurer's right of subrogation against the Tenant and its subtenants and licensees and those for whom each of the Tenant and its subtenants and licensees is or are responsible in law; and

- (b) Commercial General Liability in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under contract. The Tenant is to be an additional insured under this insurance and this insurance will be endorsed to provide the Tenant with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability and severability of interest clauses.

All the foregoing insurance will be primary and not require the sharing of any loss by any insurer of the Tenant. The Landlord will provide the Tenant with evidence of all required insurance prior to the commencement of the services, and from time to time as requested by the Tenant, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Tenant, the Landlord will provide certified copies of required insurance policies.

**9.2 LIMITATION OF TENANT'S LIABILITY**

The Landlord releases and discharges the Tenant from any and all actions, causes of action, claims, damages, demands, expenses and liabilities in respect of any damage that is Insured Damage.

**9.3 MUTUAL INDEMNITY**

Except as otherwise provided in this Lease, the Landlord and Tenant will indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance or remedying of any default by any party hereto of its covenants and obligations under this Lease.

**9.4 TENANT NOT TO AFFECT INSURANCE**

The Tenant will not do or permit anything to be done which causes the Landlord's cost of insuring the Building to increase. Any increase in insurance costs to the Landlord resulting from a breach of this covenant will be borne by the Tenant.



**9.5 LANDLORD TO ENSURE OTHER TENANTS WILL NOT AFFECT INSURANCE**

The Landlord will ensure that any and all tenants in the Building during the Term hereof will be bound by a covenant identical in its effect to that contained in clause 9.4. In the absence of such covenant, the Landlord will indemnify the Tenant from any increase in the cost of insuring the Building.

**ARTICLE 10  
SUBORDINATION, ATTORNMENT AND REGISTRATION**

**10.1 SALE OR FINANCING OF BUILDING**

The rights of the Landlord under this Lease may be mortgaged, charged, transferred or assigned to a purchaser or purchasers, or to a mortgagee or trustee for bond holders, and in the event of a sale or of default by the Landlord under any mortgage, trust deed or trust indenture and the purchaser, mortgagee or trustee, as the case may be, duly entering into possession of the Building or the Premises, the Tenant agrees to attorn to and become the tenant of such purchaser or purchasers, mortgagee or trustee under the terms of this Lease so long as any such purchaser executes and delivers to the Tenant an agreement whereunder such purchaser agrees to be bound by all of the obligations of the "Landlord" under this Lease. Prior to the Landlord mortgaging or otherwise charging the Land and the Building or its interest in this Lease to any mortgagee or trustee, the Landlord will cause any such mortgagee or trustee to execute and deliver to the Tenant a non-disturbance agreement in a form acceptable to the Tenant, acting reasonably, pursuant to which such mortgagee or trustee will agree that the Tenant's occupation and possession of the Premises and its use of the Land and the Building as permitted under this Lease will not be disturbed.

**10.2 SUBORDINATION AND ATTORNMENT**

If required by any mortgagee or the holder of any trust deed or trust indenture, this Lease and all rights of the Tenant hereunder will be subject and subordinate to all mortgages, trust deeds or trust indentures now or hereafter existing which may now or hereafter affect the Land and the Building and to all renewals, modifications, consolidations, replacements and extensions thereof. The Tenant agrees to execute and deliver promptly whenever requested by the Landlord or by such mortgagee an instrument of subordination or attornment, as the case may be, as may be required of it, so long as any mortgagee or trustee executes and delivers to the Tenant a non-disturbance agreement in the form contemplated in clause 10.1.

**10.3 ESTOPPEL CERTIFICATE**

Whenever requested by the Landlord or any purchaser or mortgagee of the Land and the Building, the Tenant will within ten (10) days of the request execute and deliver an estoppel certificate substantially in the form attached hereto as Schedule E, completed to reflect the status of the Lease.



**ARTICLE 11**  
**TENANT'S DEFAULT, REMEDIES OF LANDLORD AND SURRENDER**

**11.1 RIGHT OF RE-ENTRY ON DEFAULT**

Provided and it is expressly agreed that if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant will have failed to pay such Rent or other moneys within **FIFTEEN (15)** days after the Landlord has given to the Tenant written notice requiring such payment; or if the Tenant will materially breach or fail to observe and perform in a material way any of the covenants, agreements, provisos, conditions, rules, or regulations and other obligations on the part of the Tenant to be kept, observed or performed hereunder and such breach or failure continues for **THIRTY (30)** days after the Landlord has given the Tenant written notice thereof (or, if any such breach or failure reasonably requires a longer period of time to remedy, if such breach or failure has not been remedied within such longer period); then and in every such case it will be lawful for the Landlord thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding.

**11.2 REMEDIES CUMULATIVE**

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant under any provision of this Lease, all of which rights and remedies are intended to be cumulative and not alternative.

**11.3 WAIVER OF DISTRESS**

The Landlord waives its right of distress to any property of the Tenant or its permitted subtenants.

**11.4 SURRENDER ON TERMINATION**

The Tenant will surrender the Premises at the expiration or sooner termination of the Term in good repair (together with such Tenant Improvements and chattels as the Tenant may elect to leave) to the Landlord, reasonable wear and tear, damage from fire, storm, tempest and other casualty, removal of Tenant Improvements and chattels only excepted, and the Tenant will not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises except for any damages caused by the removal of Tenant Improvements.

**11.5 SAVING**

Notwithstanding anything contained in this Lease to the contrary, the Landlord will not be entitled to and will not exercise any of its rights or remedies against the Tenant by reason of any default or breach of any covenant or agreement of this Lease unless and until the Landlord will



first have given to the Tenant written notice of such default, stating the nature thereof, and giving the Tenant reasonable time as agreed to between the Landlord and the Tenant within which to cure the default or breach. In no event will the Landlord be entitled to exercise any such rights and remedies except those specifically set out in this Lease.

**ARTICLE 12  
MISCELLANEOUS**

**12.1 NOTICES**

Any notices required or permitted to be given pursuant to the terms of this Lease will be in writing and must be delivered personally or by courier or sent by facsimile. If delivered personally or by courier or sent by facsimile, the notice will be deemed to be given on the date of delivery or the date of the facsimile, provided such notice has been delivered to or sent by facsimile to the respective address or facsimile number in subclause 1.1(a) or 1.1(b), as the case may be. Either party may change the details outlined in subclause 1.1(a) or 1.1(b), as the case may be, by serving notice on the other party outlining the amendments required in subclause 1.1(a) or 1.1(b), as the case may be.

**12.2 OVERHOLDING**

If the Tenant will continue to occupy the Premises after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant will be a monthly tenant at a monthly base rent equal to the monthly instalment of Annual Base Rent payable by the Tenant during the last month of the Term and (except as to length of tenancy) on and subject to the provisions and conditions herein set out. Any such monthly tenancy may be terminated by either party on the last day of any calendar month by delivery of not less than one full month's prior written notice of termination to the other party.

**12.3 FORCE MAJEURE**

Notwithstanding anything to the contrary contained in this Lease, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required to be done hereunder, nor due to that party's failure or inability to make payment, then performance of such term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this clause will operate to excuse the Tenant during any one of the incidents contemplated herein from the payment of Rent, or any other payments required by this Lease, to the extent that the Premises remain unusable for the permitted use during the period of Force Majeure. The foregoing Force Majeure will not restrict the Tenant





from exercising its rights under clause 6.4, in those instances where the Tenant is able, with its own forces or contractors, to remedy a situation which would otherwise constitute a default so as to mitigate loss.

**12.4 EXTRANEOUS AGREEMENTS**

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease or in any offer to lease or other agreement executed by the parties in connection with the Premises. In the event of any conflict or contradiction between the terms of any such offer to lease or other agreement and the terms of this Lease, the terms of this Lease will govern and prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant.

**12.5 TIME OF ESSENCE**

Time will be of the essence of this Lease.

**12.6 SUCCESSORS AND ASSIGNS**

This Lease and everything herein contained will enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors and administrators and the successors and permitted assigns of the Tenant. If the Landlord is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements and covenants of the Landlord herein and any notice given or deemed to have been given at any time to any such person or entity will be deemed to have been given at the same time to each other such person and entity.

**12.7 WAIVER**

No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso or condition herein contained will operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, no acceptance of rent by the Landlord subsequent to a default by the Tenant will operate as a waiver by the Landlord, and no waiver will be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

**12.8 GOVERNING LAW AND SEVERABILITY**

This Lease will be governed by and construed in accordance with the laws in force in the Province of British Columbia. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such



covenants and agreements were used in each separate section hereof. If any provision or provisions of this Lease are illegal or not enforceable, it or they will be considered separate and severable from this Lease and its remaining provisions will remain in force and be binding upon the parties as though the said provision or provisions had never been included.

**12.9 CAPTIONS**

The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provision thereof.

**12.10 EXPROPRIATION**

If during the Term the Premises or the Land, or any part thereof, is acquired or condemned by expropriation for any public or quasi-public use, then the Landlord and the Tenant may separately claim, receive and retain awards of compensation for the loss of their respective interests, but neither the Landlord nor the Tenant will have any claim against the other in respect of such loss or the unexpired Term.

**12.11 ARBITRATION**

If any dispute arises between the parties hereto other than with respect of those matters referred to in clause 6.4 or with respect to the payment of Annual Base Rent during any Renewal Term, then the matter will be determined by binding Arbitration.

**ARTICLE 13  
SPECIAL PROVISIONS**

**13.1 OPTION(S) TO RENEW**

The Landlord grants to the Tenant the option(s) to renew as outlined in Schedule F.

**13.2 REDUCTION IN SPACE - DELETED**

**13.3 GOODS AND SERVICES TAX CERTIFICATION CLAUSE - DELETED**

**13.4 ENTRY BY LANDLORD**

The Landlord acknowledges and agrees that certain of the operations of the Tenant and its subtenants are sensitive in nature and, accordingly, that the Tenant will be entitled to secure access to certain portions of the Premises, as designated from time to time by the Tenant. The Landlord agrees that, notwithstanding any other provision of this Lease, neither the Landlord nor any person acting on its behalf will be entitled to enter any such portions of the Premises except on 48 hours' prior written notice and in the company of an authorized representative of the Tenant and of any affected subtenant or appropriate security personnel or except in cases of



bona fide emergencies which require that the Landlord have access to such portions of the Premises.

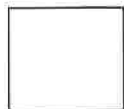
**13.5 ENVIRONMENTAL SAFETY AND FUNGAL GROWTH**

Except as disclosed in the Schedule I – Environmental Disclosure attached to this Lease, the Landlord, to the best of its knowledge, represents and warrants to the Tenant that the Building is in material compliance with all Environmental Laws, and the Landlord will endeavour to maintain the Building's compliance with Environmental Laws. The Landlord further represents and warrants that the Building is free of any mould or fungal growth and of any conditions which might reasonably be expected to give rise to such mould or fungal growth, and the Landlord covenants that it will ensure that the Premises are kept free of any such mould or fungal growth and of such conditions. The Tenant will notify the Landlord in writing within **THIRTY (30)** days after discovery of any inaccuracy in the foregoing representations and warranties.

The Tenant and the Landlord will each comply with all Environmental Laws, including with respect to Hazardous Substances, on, in, or under the Building or the Land, and the Tenant and the Landlord will each be responsible for their failure to do so. The Landlord and the Tenant will each give notice to the other of any discovery of failure by the other party to comply with this obligation, and each has the right, but not the obligation and without incurring any liability, to remedy such default by the other party if the defaulting party has not done so within a reasonable period of time. Tenant's costs of remedying Default will be deducted from Rent, and Landlord's costs of remedying Default will be added to Rent.

In the event that the parties acting reasonably determine that it is necessary to vacate all or a portion of the Premises during any remediation work being carried out by the Landlord or the Tenant, the Rent and all other amounts payable by the Tenant under this Lease will abate during such period in that proportion that the area of the portion of the Premises which has been vacated bears to the total area of the Premises except of such work is required due to contamination caused by the Tenant.

The parties acknowledge and agree that it is difficult to determine with any objective certainty whether any mould or fungal growth may exist which may affect the health of any person using the Premises or whether any conditions may exist which may give rise to such mould or fungal growth. Accordingly, the parties agree that the Tenant's decisions with respect to such matters will be confirmed by an environmental consultant that is listed on the Roster of Approved Professionals maintained by the British Columbia Ministry of Environment pursuant to section 42 of the *Environmental Management Act* (British Columbia) and will be binding on the Landlord unless the Landlord can demonstrate that the Tenant's decisions are arbitrary or have been made without any reasonable basis.



### 13.6 TERMINATION

In the event that an environmental consultant that is listed on the Roster of Approved Professionals maintained by the British Columbia Ministry of Environment pursuant to section 42 of the *Environmental Management Act (British Columbia)* advises the Tenant to terminate this Lease because of any adverse environmental issues of the type referred to in clause 13.5, the Tenant will be entitled to terminate this Lease on **SIXTY (60)** days' prior written notice to the Landlord, whereupon the Tenant will be under no obligation to comply with clause 11.4 and the Landlord will reimburse the Tenant for a portion of all costs incurred by the Tenant in fixturing the Premises equal to the product of

- (a) all costs incurred by the Tenant in fixturing the Premises and
- (b) a fraction having as its numerator the number of days from the date of the termination of this Lease to the day which would have been the last day of the initial Term of this Lease if the Tenant had not terminated this Lease and as its denominator the number of days in the initial Term of this Lease (calculated as though the Tenant had not terminated this Lease). The Landlord will pay such amount to the Tenant within **THIRTY (30)** days of the termination of this Lease. For greater certainty, this clause will survive the termination of this Lease.

### 13.7 TENANT'S RIGHT TO PERFORM

If the Tenant delivers to the Landlord written notice of default in any of the services to be carried out by the Landlord pursuant to clause 5.13 or in any work carried out or to be carried out by the Landlord hereunder or under any offer to lease or other agreement executed by the parties in connection with the Premises in order to prepare the Premises for use by the Tenant and the Landlord fails to remedy such default:

- (a) within **SEVENTY-TWO (72)** hours from and after delivery of such written notice; or
- (b) within such period less than **SEVENTY-TWO (72)** hours from and after delivery of such written notice as will ensure that the Tenant suffers no loss or damage if, by reason of the nature of such default, the Tenant may reasonably be expected to suffer loss or damage if such default is not remedied within a period less than **SEVENTY-TWO (72)** hours,

then and in any and every such event, the Tenant may without further notice to the Landlord take such steps as may, in the sole judgement of the Tenant, be necessary to remedy such default, and without limiting any of the Tenant's remedies at law or in equity, all costs incurred by the Tenant in remedying any such default of the Landlord, plus an administrative fee equal to 15% of such costs, will be charged to and paid by the Landlord and, if the Landlord fails to pay such costs and such administrative fee on demand, the Tenant will be entitled either to deduct the same from the Rent or any other amounts payable hereunder by the Tenant to the Landlord, or to withhold the payment of Rent or any other amounts payable to the Landlord until such

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time as the default will have been cured or the Tenant will have recovered all its costs in remedying the default, plus the administrative fee.

So long as the default of the Landlord is not a default in respect of which the Tenant might reasonably be expected to suffer loss or damage if such default is not remedied in a period less than **SEVENTY-TWO (72)** hours, then if the default is of such a nature that despite exercising all reasonable efforts the Landlord cannot cure such default within **SEVENTY-TWO (72)** hours, such time period will be extended by agreement between the parties for a further reasonable period of time, provided that the Landlord's right to such an extension will be conditional upon the Landlord making continuous, diligent and reasonable efforts to cure such default as soon as possible.

**13.8 DIRECTION AS TO EMERGENCY**

In case of emergency, each of the Landlord and the Tenant designate the respective person, as indicated in subclause 1.1(p), as its representative.

**13.9 SCHEDULES AND ADDITIONAL PROVISIONS**

All Schedules to this Lease (including those provisions (if any) which are set out in Schedule H hereto) form part of this Lease and constitute agreements between the Landlord and the Tenant with the same effect as if they had been included in the main body of this Lease.



IN WITNESS WHEREOF the duly authorized signatories of the Tenant and the Landlord have executed this Lease as of the date set out above.

**LANDLORD:**

**City of Greenwood:**

By: \_\_\_\_\_

Sign, Print Name and Title  
I have the authority to bind the Landlord

By: \_\_\_\_\_

Sign, Print Name and Title  
I have the authority to bind the Landlord

**TENANT:**

**British Columbia Emergency Health Services:**

\_\_\_\_\_  
Authorized Signatory/Representative



**SCHEDULE A**

**FLOOR PLANS OF THE PREMISES**

Not available



**SCHEDULE B**

**DEFINITIONS**

In this Lease the following expressions will have the following meanings:

**“Additional Rent”** means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent;

**“Additional Services”** means the services and supervision supplied by the Landlord and referred to in clause 5.14 or in any other provision hereof as Additional Services; any other services which from time to time the Landlord supplies to the Tenant and which are additional to other services that the Landlord has agreed to supply under this Lease and to like provisions of other leases of the Building; the provision of labour and supervision in connection with the moving of any furniture or equipment of the Tenant; the making of any repairs or alterations for the Tenant; and the provision to the Tenant or the Premises of maintenance or other services not normally furnished to tenants or other leasable premises generally; and **“Additional Service”** means any such service;

**“Arbitration”** means arbitration by a single arbitrator if the Landlord and the Tenant can agree on one and otherwise by three arbitrators, one arbitrator to be appointed by the Landlord, one arbitrator to be appointed by the Tenant, and the third arbitrator (who will be the Chairman) to be appointed by the two arbitrators so appointed by the Landlord and the Tenant, and in the case of three arbitrators, the matter to be determined will be determined by the majority of the three arbitrators, and such arbitration will otherwise be subject to the provisions of the *Arbitration Act*, SBC 2020, c. 2 (or its successor legislation);

**“Annual Base Rent”** means the annual rent set out in subclause 1.1(h) and payable by the Tenant as set forth in subclause 4.1(a), subject to subclause 4.2(e);

**“Base Building Shell”** will have the meaning ascribed thereto in Schedule D to this Lease;

**“Base Year”** means, for the purpose of determining Base Year (Operating Costs) or for any other purposes related to the payment by the Tenant of a share of Operating Costs, the period of **TWELVE (12)** months commencing on the later of the Commencement Date or the date that the Building has achieved an occupancy rate of at least **EIGHTY FIVE (85%)** percent of the Total Rentable Area and means, for the purpose of determining Base Year (Taxes) or for any other purposes related to the payment by the Tenant of a share of Taxes, the later of the Commencement Date or the date in the taxation year following the Commencement Date on which the Taxes levied and assessed against the Land and the Building are so levied and assessed on the basis that the Building is fully completed for the whole of such year, without any rebate or concession.

**“Base Year (Operating Costs)”** means the Operating Costs, as hereinafter defined, incurred or that would have been incurred had the Landlord maintained the Land and the Building to the same standard as a prudent Landlord in the market of the Building for the same class of building in the market, during the Base Year.





Furthermore, where any one service included in Operating Costs is performed in the Base Year under any form of warranty at no charge to the Landlord, the usual cost paid by a prudent Landlord in the market of the Building for the same class of building in the market for such service will be ascertained and included in the Base Year (Operating Costs).

Notwithstanding the preceding definition, the parties agree that the Base Year for the purposes of this definition will be the period shown in subclause 1.1(k), if any, and that the Base Year (Operating Costs) will be the amount determined pursuant to subclause 1.1(k), if such subclause has been completed;

**“Base Year (Taxes)”** means the Taxes assessed against the Land and the Building during the Base Year. Notwithstanding the preceding definition, the parties agree that the Base Year for the purposes of this definition will be the period shown in subclause 1.1(j), if any, and that the Base Year (Taxes) will be the amount determined pursuant to subclause 1.1(j), if such subclause has been completed;

**“Basic Terms”** means those terms set out in clause 1.1, some of which are more particularly defined in this Schedule B;

**“Building”** means the building and other improvements located on the Land on the Commencement Date and having the municipal address referred to in subclause 1.1(c), and any addition, restoration or replacement thereof, of which the Premises forms a part;

**“Building Code”** means the BC Building Code, as amended from time to time, and the rules and regulations of all other regulatory bodies having jurisdiction;

**“Certified Statement”** means a statement, certified to be correct by a financial officer of the Landlord or by an accredited accountant, substantiating the Operating Costs for a Term Year or any other relevant fiscal period and the portion thereof which is payable by or refundable to the Tenant in accordance with the terms of this Lease and stating that all costs included within the Operating Costs referred to in such statement are “Operating Costs” as defined in this Lease and fairly represent all Operating Costs incurred by the Landlord for such Term Year or other relevant fiscal period and (if applicable) that the portion shown payable by the Tenant is properly chargeable to the Tenant under the terms of this Lease;

**“Commencement Date”** means the date the Term commences as set forth in subclause 1.1(g);

**“Common Areas”** means those areas, facilities, improvements, installations and equipment in or around the Land and the Building that are provided for the benefit or use of more than one tenant or component of the Building including but not limited to, entrances, lobbies, elevators, stairways, access and service corridors, malls, courts and walkways (both open and enclosed), public areas and facilities, public sidewalks (to the extent maintained for the benefit of the Building), public washrooms, indoor and outdoor landscaped areas, mailrooms, electrical, telephone, communication rooms on which the Landlord is not earning income, meter, valve, mechanical, storage room, delivery facilities, package or passenger pick-up areas, waste disposal or recycling facilities, and driveways, laneways and ramps, all as may be altered, expanded, reduced, reconstructed or relocated from time to time subject to the



Tenant's consent (such consent not to be unreasonably withheld, delayed or conditioned) and excluding the Parking Areas;

**"Cost of Additional Services"** will mean in the case of Additional Services provided by the Landlord the Landlord's total direct costs of providing such Additional Services, which will not exceed the cost of obtaining such services from independent contractors: and in the case of Additional Services provided by independent contractors the Landlord's total direct costs of providing Additional Services to the Tenant including the cost of all labour (including salaries, wages, and fringe benefits) and materials and other direct expenses incurred;

**"Environmental Laws"** means all existing and future federal, provincial, and municipal legislation (and regulations passed pursuant thereto), all existing and future bylaws, notices, orders, rules, protocols, policies, directions, and guidelines of all governmental authorities and all present and future principles of common law and equity relating to environment, health, safety matters or conditions, Hazardous Substances, pollution, or protection of the environment;

**"Hazardous Substances"** means, without limitation, any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter which is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant, or a source of pollution under any Environmental Laws (including, without limitation, asbestos and any material containing asbestos);

**"HVAC"** means all interior climate control (including heating, ventilating and air conditioning) systems, installations, equipment and facilities in or servicing the Building;

**"Insured Damage"** means that part of any damage occurring to any portion of the Building (including the Premises) by any peril against which the Landlord is responsible for insuring under this Lease;

**"Janitorial Services"** means those janitorial services to be supplied by the Landlord as set out in Schedule J hereto;

**"Land"** means that land described in subclause 1.1(c);

**"Landlord"** means the person executing this Lease and includes its successors and assigns;

**"Minor Elevator Maintenance"** means routine periodic inspections and minor service carried out by qualified elevator service technicians (all other replacement, maintenance and/or repair of elevator components in the Building will be the responsibility of the Landlord and are defined as **"Major Elevator Maintenance"**);

**"Minor HVAC Maintenance"** means:

- air filter replacement
- belt replacement



- coupling replacement and repair
- linkage repair
- lubrication of fans, pumps and linkages
- routine periodic inspections carried out by qualified HVAC service technicians

(all other replacement, maintenance and/or repair of HVAC components in the Building will be the responsibility of the Landlord and are defined as “**Major HVAC Maintenance**”);

“**Normal Business Hours**” means the hours from 7:00 a.m. to 6:00 p.m. Monday to Friday, inclusive, of each week, statutory holidays excepted;

“**Operating Costs**” means the direct, substantiated cost to the Landlord of ordinary non-capital expenditures incurred in connection with the operation and maintenance of the Land and the Building as itemized in column (B) of Schedule C and the cost of services provided by the Landlord but paid for by the Tenant as itemized in column (C) of Schedule C. Operating Costs may include, without duplication and only if applicable and appropriate, the following:

- (a) the amount paid (including wages and statutory fringe benefits) to the employees and/or contractors directly employed in the operation, maintenance and repair of the Land and the Building (excluding officers, clerical, secretarial, and accounting staff of the Landlord) which may be reasonably allocated to permitted Operating Costs;
- (b) Minor HVAC Maintenance and Minor Elevator Maintenance costs;
- (c) water and sewer charges (if not included in Taxes);
- (d) electric power charges not otherwise chargeable to tenants, save and except for power factor surcharges;
- (e) fuel for heating, cooling and hot water;
- (f) snow and garbage removal;
- (g) maintenance of the Common Areas;
- (h) sweeping, cleaning and washing of the Parking Area and line painting of the Parking Area, not to include any surface or structural repair;
- (i) cleaning and janitorial expenses including window cleaning, washroom cleaning and cleaning supplies;



- (j) costs incurred by the Landlord for supplies and materials used by its employees and/or contractors in connection with the maintenance of the interior of the Building and the Common Area;
- (k) light fixture maintenance (including ballast), fluorescent tube and light bulb replacement;
- (l) insurance required by clause 9.1 of this Lease to be placed, maintained and paid for by the Landlord;
- (m) the amortized cost of any improvements, equipment, fixtures or otherwise which will reduce or limit increases in Operating Costs provided that the Tenant has first approved in writing the expenditure and agreed with the amortization period and rate, such approval not to be unreasonably withheld, delayed or conditioned; and
- (n) the amortized cost of the redecoration and refurbishment of the Common Areas provided that the Tenant has first approved in writing the expenditure and agreed with the amortization period and rate, such approval not to be unreasonably withheld, delayed or conditioned;

and will exclude costs for:

- (i) upgrading any item of the Building both exterior and interior (other than that approved in (m) and (n) above);
- (ii) items which are for the sole benefit of one particular rentable area or group of occupants, other than the Tenant;
- (iii) repairs, alterations or improvements made to the Premises or the Tenant Improvements or to any other tenant areas or tenant improvements on the Land;
- (iv) Parking Area maintenance, surface or structural repair other than that permitted in (h) above;
- (v) structural and roof maintenance and repairs of the Building including plate glass replacement;
- (vi) Major HVAC Maintenance, Major Elevator Maintenance and other major maintenance projects including replacements of major components;
- (vii) correcting any defects in or any inadequacies of the initial design of the Building or of the construction of the Building or for repairs covered by warranty;
- (viii) penalties and interest assessed on late or deficient payments by the Landlord;



- (ix) repair or replacement of any item or any other costs incurred as a result of vandalism or of the negligence of the Landlord or its employees, customers, agents or invitees;
- (x) the ownership, management or operation of a garage or Parking Area which does not supply free parking to the Tenant and its invitees;
- (xi) capital items (which will be deemed to be any item having an expected useful life in excess of three years). If a capital item is leased by the Landlord, rather than purchased, the decision by the Landlord to lease the item in question will not serve to increase the Tenant's share of operating costs beyond that which would have applied had the item in question been purchased. Capital expenditures and costs associated with base building upgrades and major maintenance and replacement of essential building systems and/or components without which the Tenant cannot operate reasonably in the Premises, will be borne by the Landlord and will not be passed on to the Tenant in the form of operating costs;
- (xii) any sales tax, goods and services tax, value added tax or any similar tax ("Sales Tax") paid or payable by the Landlord on the purchase of goods and services included in operating costs which may be available to and claimed by the Landlord as a credit in determining the Landlord's net tax liability or refund on account of Sales Tax but only to the extent the Sales Tax is included in the operating costs;
- (xiii) any management fees;
- (xiv) any cost or expense which the Landlord is reimbursed by any person (other than tenants of the Building paying their respective shares of Operating Costs) including (1) the cost of work or services performed for any tenant (including the Tenant) at such tenant's cost; (2) any cost which the Landlord is entitled to be reimbursed by insurance; (3) any cost which the Landlord is entitled to be reimbursed by a warranty or guarantee from any supplier, manufacturer or other person; (4) increased insurance costs attributable to or Taxes levied specifically against any rentable premises in the Building; (5) the cost to repair damage caused by or to rectify a default of any other tenant of the Building;
- (xv) the cost of work or services performed for any tenant of the Building to a materially greater extent or in a materially more favourable manner than furnished to the Tenant under this Lease;
- (xvi) any fee, cost or commission incurred to procure or attempting to procure other tenants including brokerage commissions, space planners' fees, finders' fees, lawyers' fees, lease take-over costs, advertising, marketing and promotion costs, entertainment costs and travel expenses, and the cost of tenant improvements or renovation work for tenants or removing tenant improvements;
- (xvii) the wages of any employees of the Landlord (except any who devote substantially all of their time to the operation of the Building), the Landlord's general overhead



attributable to the activities of the Landlord's officers and executives, including their remuneration, and all of the Landlord's costs which are not specifically costs of operating the Building (including, without limitation, accounting and legal matters, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating the Land and the Building and costs of any disputes between the Landlord and its employees or between the Landlord and any managers of the Building);

(xviii) lawyers' fees, accounting fees and expenditures incurred in connection with negotiations, disputes and claims of other tenants or occupants of the Land or with other third parties; and

(xix) any cost of acquiring sculptures, paintings and other objects of art.

Amounts normally charged to depreciation, payment of rent by the Landlord under a ground lease or any other underlying lease, interest on debt or capital retirement of debt (whether pursuant to a mortgage of the Land and the Building or otherwise), taxes levied or assessed against the Landlord personally or on account of its interest in the Land and the Building or any part thereof, or on account of its ownership of capital employed in the Land and the Building, as the case may be (including, without limitation, income taxes, wealth taxes, large corporation taxes and capital taxes), bad debts (including unpaid rent) or reserves for bad debts or unpaid rents and all Landlord oriented costs, such as management, advertising, legal, accounting, leasing costs including rental agent fees, tenant allowances, improvements or inducements will not be included in calculating Operating Costs.

In no event will "Operating Costs" include any increases thereto resulting from or related to additions or improvements made to the Land by persons other than the Tenant unless such additions or improvements were requested and approved by the Tenant.

For greater certainty, the Tenant will not be responsible for any operating costs which are not specifically contemplated in the above definition;

**"Parking Area" or "Parking Areas"** means all parking facilities located within the Building or below grade levels of the Building or otherwise on the Land for the purpose of parking, and which may be, subject to the Tenant's consent (such consent not to be unreasonably withheld, delayed or conditioned), altered, reduced or extended from time to time, including, without limitation, all entrances and exits, access ramps and any delivery passages located therein;

**"Premises"** means that portion of the Building located on those floor(s) set out in subclause 1.1(d), containing the approximate aggregate number of square feet of Rentable Area which is set out in subclause 1.1(e) and having the location and configuration shown outlined in **red** or in **heavy black** on the plans attached as or referred to in Schedule A, as such Premises may be reduced in size from time to time pursuant to clause 13.2;

**"Proportionate Share (Operating Costs)"** means a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Total Rentable Area.



However, in the event that the Building is subject to multiple-purpose tenancies (for example, both retail and office tenancies) or contains underground parking, due weight and consideration will be given to the use being made and benefits derived or being derived by the Tenant in relation to other users of the utilities and services (including the Landlord and other tenants and occupants) in determining the Proportionate Share (Operating Costs) to be used for the purposes of this Lease.

In the case of separately metered utilities which are for the sole use of a particular tenant, such tenant (including the Tenant) will pay 100% of the costs recorded by such meter and such costs will not be included in Operating Costs;

**“Proportionate Share (Taxes)”** means a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Total Rentable Area. In the event that the Building contains both office and retail premises, the Proportionate Share (Taxes) will be determined on the basis of the Rentable Area of the Premises and the Rentable Area of all rentable premises located in the office component of the Building (instead of the Total Rentable Area) and on the basis of the Taxes allocated to the office component of the Building or, if Taxes are not separately allocated between the office and the retail components, then on the basis of the share of the Taxes which should properly be allocated to the office component based on the assessment provided by the British Columbia Assessment Authority or its successor in legislation, of the office and the retail components);

**“Rent”** means and includes the Annual Base Rent and the Additional Rent;

**“Rent Commencement Date”** means the date on which the Tenant’s obligation to pay Annual Base Rent pursuant to subclause 4.2(a) commences, as set forth in subclause 1.1(i);

**“Rentable Area”**, whether in the case of a whole building, whole floor of the Building or in the case of premises comprising part of a floor of the Building, will be determined by the Landlord’s architect or land surveyor on a multiple tenancy basis according to the American National Standard Method for Measuring Floor Areas in Office Buildings ANSI/BOMA Z65.1-1980 (Reaffirmed 1989), as published by the Building Owners and Managers Association International and in effect as at the Commencement Date; however, notwithstanding the foregoing, the Premises and the Building will not be measured utilizing “Gross Building Area”, nor will balconies or enclosed courtyards be included in the Rentable Area;

**“Taxes”** means all taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed or assessed against or in respect of the Building and the Land (excluding the Parking Areas), or which are from time to time levied, imposed or assessed in the future in addition or in lieu thereof, including those levied, imposed or assessed for education, schools and local improvements, but excludes taxes and license fees in respect of any business carried on by tenants and occupants of the Building, taxes upon the income of the Landlord and any capital or corporation capital taxes levied against the Landlord. In no event will “Taxes” include any increases thereto resulting from or related to additions or improvements made to the Land or the Building by persons other than the Tenant unless such additions or improvements were requested and approved by the Tenant;



**“Tenant Improvements”** means all improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Premises, in addition to or beyond the Base Building Shell, including all partitions however affixed, millwork, internal stairways, doors, hardware, light fixtures, carpeting and other applied floor finishes and HVAC and other building services not forming part of the Base Building Shell to be done by and at the cost of either of the parties hereto and as may be more clearly set out in Schedule G, but not including tenant trade fixtures or any furniture, equipment or other personal property of the Tenant or its subtenants or licensees;

**“Term”** means the initial term of this Lease set forth in subclause 1.1(f) and any renewal or extension thereof and any period of permitted overholding;

**“Term Year”** means, in the case of the first Term Year, the period beginning on the Commencement Date and terminating **TWELVE (12)** months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Term Year will terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Term Year, means each 12-month period after the first Term Year; and

**“Total Rentable Area”** means the total Rentable Area of all areas in the Building which are rented or available for rent, determined in accordance with the definition of “Rentable Area”. The calculation of the Total Rentable Area will be adjusted from time to time to give effect to any structural change in the Building (subject, however, to subclause 4.2(f)).





**SCHEDULE C**

**LANDLORD & TENANT SERVICES RESPONSIBILITY**

(A) ITEM	(B) To Be Provided by Landlord, Cost Included in Annual Base Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
<b><u>CLEANING – Common Area</u></b>				
Janitorial Service and Supplies				X
Window Cleaning Interior				X
Window Cleaning Exterior				X
<b><u>CLEANING – Premises</u></b>				
Janitorial Service and Supplies				X
Window Cleaning Interior				X
Window Cleaning Exterior				X
<b><u>COMMON AREA MAINTENANCE</u></b>				
Maintenance of Common Area				X
Ambulance Bay Drain Cleaning & Clearing			X	
Snow Removal	X			
Redecoration and Refurbishment of Common Area				X
Landscaping	X			
<b><u>HVAC</u></b>				
Minor HVAC Repairs	X			
<b><u>ELEVATOR</u></b>				
Minor Elevator Repairs				X
<b><u>ELECTRICAL</u></b>				
Lamp and Tube Replacement-Premises	X			
Lamp and Tube Replacement-Common Areas				X
<b><u>NON-ENERGY UTILITIES</u></b>				
Garbage Removal	X			
Water and Sewage	X			
Recycling Program				X



<b><u>FUELS</u></b>				
Heating and Cooling – Premises	X			
Heating and Cooling – Common Areas				X
<b><u>ELECTRICITY</u></b>				
Electricity- Premises	X			
Electricity – Common Area				X
<b><u>INSURANCE</u></b>				
Fire and Extended Coverage Perils P.L. and P.D.	X			
Tenant Improvements	X			
<b><u>MANAGEMENT AND ADMIN</u></b>				
Management and Admin				X
<b><u>SECURITY SYSTEMS</u></b>				
Building Systems – Equipment and Monitoring	X			
Premises – Equipment and Monitoring	X			
<b><u>FIRE AND SAFETY</u></b>				
Building	X			
Premises			X	
<b><u>TENANT IMPROVEMENTS</u></b>				
Tenant Improvements (Schedule D)				X
Premises Maintenance	X			
<b><u>TAXES</u></b>				
Taxes				X
<b><u>PARKING</u></b>				
Parking Rent	X			
<b><u>OTHER</u></b>				
Overhead Door Maintenance			X	
Overhead Door Repair			X	



**SCHEDULE D**

**BASE BUILDING SHELL**

“Base Building Shell” means the components included in the Building, all of which must be designed and erected to the Building Code in effect at the time of construction, which are as follows:

1. Foundation and structure reflecting standard specified loads for an office (open plan) occupancy.
2. Exterior walls including the insulation, air barrier and cladding system and the roof finishing.
3. Interior structural walls, party walls, demising walls and partitions around service rooms outside the Premises and other tenant areas (including but not limited to electrical, telecommunications, janitor, mechanical rooms and public washrooms). All such walls are to be constructed from floor to underside of floor or roof structure above, and will be drywall on metal or wood stud with insulation installed between the studs in accordance with the Building Code in effect at the time of construction. Drywall is to be taped, filled and sanded ready for paint.
4. Vertical circulation, including stairs, emergency exits, escalators and elevators.
5. Finishes to the walls of entry and elevator lobbies, stairwells, party walls, demising walls, columns, and service room outside the Premises or other tenant areas (including but not limited to electrical, telecommunications, janitor, mechanical rooms and public washrooms). This excludes paint finish to drywall and similar surfaces of exposed Base Building Shell walls within the Premises.
6. Floors in the Premises to be smooth troweled concrete floor slab prepared to receive finished floor coverings. Floor coverings provided in Common Areas including but not limited to washrooms, hallways and entrance lobbies.
7. Standard lighting, ceilings and ceiling tiles in lobbies and other designated non-rentable areas and in the Premises.
8. Fixtures, fittings and equipment for Common Area washrooms, main Building directory, and Common Area and Parking Area signage.
9. HVAC services and control systems appropriate for climate of the location of the Building, with sufficient capacity to meet the operational and performance standards specified in this Lease. HVAC diffusers to be standard commercial grade adapted to accommodate the Tenant’s initial layout and installed in T Bar grid complete with necessary ducting and the capability to adapt to the Tenant’s requirements. Direct Digital Controls to provide a minimum of one zone per 2,000 square feet in those cases where the Premises are greater than 5,000 square feet.



10. Electrical service including an electrical panel(s) on each floor capable of providing 50 watts/m<sup>2</sup>, plus 120V electrical duplex outlets installed in the perimeter walls of the Premises at a minimum spacing of one (1) outlet every ten (10) lineal feet.
11. Telephone services provided to designated service room on each floor. Three (3) 4" access ducts to be provided between the telephone service room and each floor for telephone lines and/or data cable access to the office areas of each floor.
12. Fire protection system(s), except portable fire extinguishers, as required by the applicable codes, by-laws and regulations for open plan office occupancy.
13. Plumbing and sanitary facilities as required by the Building Code and other applicable regulations as well as services for the efficient and effective operation and maintenance of the Building.
14. Lighting provided to entrance and elevator lobbies, stairwells, and service rooms, including janitor, electrical, mechanical and telecommunications rooms and washrooms.
15. Emergency lighting systems and emergency exit signs for "open plan" office occupancy.
16. Building exterior keyed locking system at main entry points.
17. Building access and compliance with all other relevant code, by-laws and regulation provisions to accommodate persons with disabilities.
18. Site development, landscaping and parking complete with lighting.
19. Receptacles in Parking Areas for plug-in block heaters in severe climates.

In those cases where the above performance definitions conflict with performance definitions outlined in a Request for Proposal under which the Premises are being constructed, the Request for Proposal will govern.



SCHEDULE E

CERTIFICATE

**TO:** \_\_\_\_\_  
(the "Purchaser")

**FROM:** British Columbia Emergency Health Services  
(the "Tenant")

**REGARDING:** \_\_\_\_\_  
(the "Premises")

1. The Tenant leased the Premises from the Landlord under a lease dated:  
\_\_\_\_\_ (the "Lease").
2. The term of the Lease is \_\_\_\_\_ (the "Term").
3. The rent payable over the Term is \$ \_\_\_\_\_, made by way of:  
\_\_\_\_\_ monthly payments of \$ \_\_\_\_\_.
4. The Lease has been validly authorized, executed and delivered by the Tenant.
5. To the knowledge of the Tenant, no litigation or governmental or municipal proceeding has been commenced against the Tenant with respect to the Premises.

Dated at Victoria, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By British Columbia Emergency Health Services' authorized representative:



**SCHEDULE F**

**OPTION TO RENEW**

1. Commencing on the expiration of the initial Term hereof as referred to in subclause 1.1(f), the Tenant may renew this Lease for an additional term of **sixty (60)** months (hereinafter called the "First Renewal Term") at an Annual Base Rent to be negotiated at the time of renewal and before the expiration of the initial Term as referred to in subclause 1.1(f) and otherwise upon the same terms and conditions as contained herein, save that of this right of renewal. If the parties hereto cannot agree upon the Annual Base Rent for the First Renewal Term before the expiration of the initial Term as referred to in subclause 1.1(f), the parties agree to resort to binding Arbitration and the Annual Base Rent will be predicated upon the current market value rentals for comparable space including Tenant Improvements substantially similar to any then forming part of the Premises and paid for by the Landlord (but not including any Tenant Improvements paid for by the Tenant, either directly or by way of reimbursement paid to the Landlord (whether as a lump sum or over a period of time) or any property of the Tenant).
  
2. The Tenant may exercise its option to renew only by delivering to the Landlord written notice of its intention to exercise such option not later than **three (3)** months immediately preceding the last day of the initial Term as referred to in subclause 1.1(f). The current market value rental referred to in paragraph 1 ,above will be determined as of that day which is **three (3)** months immediately preceding the last day of the initial Term as referred to in subclause 1.1(f) of this Lease.
  
3. The monthly Annual Base Rent payable during each Renewal Term until the Annual Base Rent for that Renewal Term is determined will be the same monthly Annual Base Rent as was payable in the last month of the immediately preceding term. Upon the determination of the Annual Base Rent payable in any Renewal Term, the new Annual Base Rent will be applied retroactively to the commencement of that Renewal Term and any amount owing by either party to the other by virtue of this retroactive application will be paid within **thirty (30)** days of the determination of the Annual Base Rent for that Renewal Term.



**SCHEDULE G**

**TENANT IMPROVEMENTS**



**SCHEDULE H**

**ADDITIONAL PROVISIONS**

**TAXES**

The Landlord and the Tenant agree that the Landlord is not currently obligated to pay Taxes (and accordingly, the Tenant is not currently obligated to pay any share of Taxes under this Lease). If the Landlord becomes obligated to pay Taxes at any time during the Term, Article 4.2(b) Taxes – Proportionate Share of Taxes will be applicable, and the Lease will be amended to reflect the Tenant’s obligation to pay its proportionate share.

**TERMINATION**

Notwithstanding any other provision of this Lease, the Tenant shall have the right, on not less than **six (6)** months prior written notice to the Landlord, to terminate this Lease, provided however that the effective date of such early termination shall not be earlier than March 31, 2026. For greater certainty, if the Tenant exercises this right to terminate, the Tenant shall have no obligation to pay Rent after the early termination date any amounts which have been paid by the Tenant to the Landlord on account of Rent will be adjusted between the parties as soon as possible after the early termination date.





**SCHEDULE I**

**ENVIRONMENTAL DISCLOSURE - DELETED**

See clause 13.5 - Environmental Safety.



## SCHEDULE J

### JANITORIAL SERVICE

#### 1. DAILY CLEANING

##### (a) OFFICES:

- (i) empty and damp wipe all waste baskets, replace liners as required;
- (ii) empty and damp wipe all ashtrays/urns;
- (iii) dust/damp wipe all furniture, fixtures, inclusive of desk lamps and all client accessories other than specific items designated by the client as their responsibility; clean phones using a germicidal detergent;
- (iv) dust/damp wipe all window sills, partition ledges and other horizontal surfaces below 6'0" at least weekly;
- (v) dust mop all tile floors using a water base dust treatment, spot/wet mop as required;
- (vi) vacuum and spot clean all carpets, mats and rugs;
- (vii) remove finger marks and smudges from all walls, doors, glass partitions and other surfaces.

##### (b) WASHROOMS:

- (i) clean with germicidal detergent all basins, showers, counters, splashbacks and fixtures, including exposed plumbing;
- (ii) clean with germicidal detergent entire toilets and urinals;
- (iii) empty and damp wipe all waste receptacles, replacing liners;
- (iv) restock paper towel, soap, cone cup, toilet tissue and sanitary napkin supply dispensers;
- (v) spot clean all toilet partitions, walls, doors, etc. Wash every second month;
- (vi) wet mop floors with a germicidal detergent solution and maintain floor drains;
- (vii) clean mirrors, powder shelves, brightwork, etc. No parazene urinal blocks to be used.



**(c) COMMON AREAS:**

- (i) dust mop, spot/wet mop as required all non-carpeted floors;
- (ii) spot clean removing finger marks, etc., from all glass and other surfaces;
- (iii) clean water fountains with germicidal detergent;
- (iv) vacuum and spot clean all carpets, mats and rugs;
- (v) dust/damp wipe all furniture and fixtures. Clean phones using a germicidal detergent;
- (vi) dust all window sills and other horizontal surfaces below 6'-0";
- (vii) clean interior and exterior of elevator surfaces including tracks of doors, floors, walls, etc.;
- (viii) dust mop, spot/wet mop or vacuum if carpeted all elevator floors;
- (ix) sweep, or vacuum if carpeted, all stairs.

**(d) COFFEE ROOMS & LOUNGES:**

- (i) empty and damp wipe all waste baskets, replace soiled liners;
- (ii) empty and damp wipe all ashtrays;
- (iii) dust/damp wipe all furniture and fixtures. Clean phones using a germicidal detergent;
- (iv) dust/damp wipe all window sills, partition ledges and other horizontal surfaces below 6'-0";
- (v) dust mop all tile floors using a water base dust treatment, spot/wet mop as required;
- (vi) vacuum and spot clean all carpets and rugs;
- (vii) remove finger marks and smudges from all walls, door glass, partitions and other surfaces;
- (viii) clean all basins, counters and fixtures including exposed plumbing, with germicidal detergent;
- (ix) damp wipe and re-stock dispensers (i.e. towels, soap, cone cup, etc.)



**2. PERIODIC CLEANING**

**(a) STAIRWAYS:**

- (i) damp wipe all hand railings and remove finger marks, stains and smudges from vertical surfaces at least weekly.

**(b) FLOOR SURFACE OTHER THAN CARPET:**

- (i) dust mop using a water base dust treatment, wet mop or vacuum as required;
- (ii) buff all floor surfaces at least weekly;
- (iii) machine scrub all floor surfaces at least every four months, increase frequency in heavy traffic areas;
- (iv) machine scrub and apply finish or strip, seal and finish as needed to maintain an overall clean and attractive protectant to the floor surface;

**(c) INTERIOR WALLS & CEILINGS:**

- (i) dust/wash clean as often as necessary to maintain an overall clean and attractive surface.

**(d) CARPETS:**

- (i) remove spots daily and clean traffic lanes as often as necessary to maintain an overall clean and attractive surface with no visible stains or traffic lanes or soil buildup;
- (ii) thoroughly deep clean a minimum of once per year.

**(e) DRAPES:**

- (i) dry vacuum every six months and damp wipe rod holders, pulls, etc;
- (ii) wash/dry clean as often as necessary to maintain an overall clean and attractive appearance.

**(f) VENETIAN BLINDS & VERTICAL LOUVERS:**

- (i) dust weekly;
- (ii) clean thoroughly at least once every year.



- (g) VERTICAL SURFACES, FURNITURE AND MOVEABLE PARTITIONS:**
  - (i) dust weekly furniture, frames and remove spots as required;
  - (ii) vacuum, and clean all cleanable surfaces as often as necessary to maintain an overall clean and attractive appearance whether by a deep scrub hand method or machinery designed for the specific purpose.
  
- (h) PICTURE FRAMES, CHARTS, EXPOSED PIPES, CLOCKS, WALL LOUVERS, DOOR FRAMES, ETC.:**
  - (i) dust and remove all finger marks, smudges, etc., at least weekly;
  - (ii) clean thoroughly at least once every year.
  
- (i) WINDOWS/INTERIOR GLASS AND GLASS PARTITIONS, BOTH SIDES INCLUDING FRAMES, SASHES AND SILLS:**
  - (i) clean interior and exterior as often as necessary to maintain an overall clean and attractive appearance.
  
- (j) LIGHT FIXTURES, AIR AND WALL VENTS AND MECHANICAL DIFFUSERS:**
  - (i) maintain free of dust, debris, flies, etc.;
  - (ii) wash clean entire fixtures at least once every year.
  
- (k) WASTE:**
  - (i) wherever wet or staining waste exists, plastic liners must be utilized and replaced as stained, worn, etc.
  
- (l) BUILDING EXTERIOR AND UNDERGROUND PARKING:**
  - (i) maintain free of litter and debris. Clean/pressure wash at a frequency which ensures a clean and attractive appearance.
  
- (m) VERTICAL AND HORIZONTAL SURFACES OVER 6'- 0":**
  - (i) dust and remove all finger marks, smudges, etc., at least weekly. Wash clean as often as necessary to maintain an overall clean and attractive appearance.

**NOTE:** Cleaning may be performed on either a Monday to Friday or Sunday to Thursday schedule. The overall level of cleanliness must meet the Tenant's cleaning standards, a copy of which is available upon request. The standard of cleanliness is monitored on



behalf of the occupant by the Tenant's Cleaning Management through regular formal site inspections.



**SCHEDULE K**

**LANDLORD'S SERVICES**

The Landlord covenants to supply the following specified services:

1. Utilities and Washrooms

The provisions of all utilities and separate male and female washrooms appropriate to the Premises and its use.

2. HVAC and Lighting Systems

The provision and maintenance of indoor environmental and lighting conditions in accordance with the current Workers Compensation Board Occupational Health and Safety Regulation and with the following minimum indoor environmental conditions for occupied office areas:

- (a) Space temperatures 21 degrees Celsius when heating and 26 degrees Celsius when cooling, at relative humidities between 20% and 60%.
- (b) Air velocities will not exceed 0.15 metres per second (30ft per minute) when heating and 0.25 metres per second (50ft per minute) when cooling.

The provision of cleaning and maintenance of all lighting fixtures and installation of such new tubes, ballasts and bulbs as may be required.

3. Hot & Cold Water

The provision of an adequate hot and cold water supply to the Building and the floor of the Premises and an adequate hot water supply to washrooms in the Common Areas.

4. Redecoration & Refurbishment

The maintenance of a regular program of redecoration and refurbishment of the Common Areas to a standard consistent with the age and class of the Building in the market.

5. Refuse Disposal

The proper sanitary storage and weekly/daily disposal of all refuse and recyclables.

6. Elevator

If there are any elevators in the Building, the provision and maintenance of a continuous passenger elevator service with appropriate freight and stretcher facilities, at a maximum wait interval of 20 seconds.



7. Emergency Facilities

The regular and proper maintenance and testing of all emergency installations on the Land and the Building, including the maintenance of fire extinguishers, excluding the Tenant's fire extinguishers, clear exit corridors and stairs, closure of fire doors and the institution of regular emergency drills.

8. Security

The provision and maintenance of suitable security for the Building, including, where warranted, a manned service.

9. Maintain Grounds, Compounds and Parking Areas

The regular and proper maintenance of landscaping, outside furniture and paved surfaces of the Land including the removal of snow from walks, driveways, and Parking Areas, and the effective control of the use of designated Parking Areas. Where parking is provided, the Landlord will ensure adequate lighting is provided for the safety and security of all users.





## MEMORANDUM TO COUNCIL – STAFF REPORT



**REPORT TO:** Mayor and Council **DATE PRESENTED:** April 8, 2024  
**REPORT FROM:** CO, Brooke McCourt **MEETING TYPE:** Regular  
**SUBJECT:** City of Greenwood – Update on OCP & Zoning Bylaw

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### **Recommendation:**

For information purposes only.

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#### **1. Rationale:**

To give the City of Greenwood Mayor and Council an update on where the City's *Official Community Plan* and *Zoning Bylaw* are and plans for progressing in the future with this project.

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#### **2. Acronyms:**

CoG	City of Greenwood
BC	Province of British Columbia
RDKB	Regional District Kootenay Boundary

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#### **3. Background:**

The City of Greenwood back in 2023 went through the first stages of updating and developing a new Official Community Plan and Zoning Bylaw. The process was put on hold while the City went through staffing changes until administration had adequate staffing and time.

Courtney Laurence from ISL Engineering was able to provide the following information to bring everyone up to speed on where the project is. Please see attachments for more information.

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#### **4. Implications:**

**a. Budget:**

None

**b. Organizational Impact:**

Staff time getting updates and feedback for new development of OCP and Zoning Bylaw.

**c. Policy:**

None.

d. **Bylaws:**

City of Greenwood – Zoning Bylaw 683, 1997

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5. **Alternatives:**

None.

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6. **Communication Strategy:**

The City of Greenwood's Mayor and Council are committed to keeping the Community up to date with all policies, Bylaws, and government legislation and are doing their part in getting the Official Community Plan updated and adopted in the near future.

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7. **Staff Review:**

**Prepared By:**

CO, Brooke McCourt

**Reviewed By:**

CAO, Dean Trumbley

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**List of Attachments:**

1. OCP Zoning Bylaw Updated Workplan
2. OCP Zoning Bylaw Review Round 1
3. OCP Zoning Bylaw Background Report



## City of Greenwood Official Community Plan and Zoning Bylaw Update

### Work Plan – March 19, 2024

#### Phase One – Project Initiation (Complete)

##### Task 1 – Start-Up Meeting (August 14, 2023)

We will meet with the City's Project Team virtually to confirm lines of communication, refine the work plan and project schedule, and identify project stakeholders.

##### Task 2 – Community Consultation Plan (August 2023)

We will prepare a Community Consultation Plan, based on IAP2 core values and the City's engagement best practices. The Plan will identify ways in which to build awareness for the project, share information, and gather feedback from residents and key stakeholders. The Plan will include:

- An outline of engagement and communications objectives,
- A preliminary list of key stakeholders,
- Project risks and mitigation strategies,
- A detailed engagement approach, and
- Communications strategy.

We propose to use a range of communication tools to convey consistent project messages and branding, so residents have a clear understanding of project objectives, the process and their role in it, and timelines. The following communication tools could be part of the engagement process:

- Fact sheets and infographics,
- Media releases, web updates and social media content,
- Newspaper advertisements, and
- Postcards and posters.

##### Task 3 – Best Practices Review (fall 2023)

We will conduct a best practices review of up to four (4) municipalities' OCPs and Zoning Bylaws in order to better understand current best practices, identify opportunities for the new OCP and Zoning Bylaw, and potential content to emulate.

##### Task 4 – Background Review + Projections (fall 2023)

A targeted review of relevant plans such as the 1996 OCP and 1997 Zoning Bylaw and supporting documents prepared by the City and Regional District, adjacent jurisdictions or other organizations will be undertaken. Through this review process, we will identify existing and future land use patterns, land use implications and constraints, and concerns with existing policies and regulations. We will also prepare new population projections for the City using 2021 census data.

##### Task 5 – OAC Orientation/Visioning + City Visit (September 2023)

We will meet in-person with the OCP Advisory Committee (OAC) to discuss their goals for the creation of a new OCP and Zoning Bylaw and develop an understanding of local perspectives, key issues, and any objectives of committee members. The intent of the workshop is a frank and open discussion with the Advisory Committee on Greenwood's current and anticipated strengths, weaknesses, opportunities, and threats (SWOT) along social, economic and environmental lines.



We will also review and discuss the engagement approach with the Committee to ensure the tools and tactics identified are best suited to have the most comprehensive outreach.

#### Task 6 – Technical Brief (Draft Submitted March 19, 2024)

We will document the results of the above tasks in a technical brief, which will include a summary of the feedback received, best practices, local policy gaps and targeted areas that will be the focus of the OCP and Zoning Bylaw update.

Upon confirmation of the Technical Brief content by the City we will create up to four (4) one-page fact sheets on key topics and identified issues that arise in Phase One that includes information on what we have learned from the technical review, how the topics are currently addressed in the OCP and Zoning Bylaw, and potential OCP and Zoning Bylaw considerations.

### Phase Two – Community Visioning

#### Task 1 – Project Launch (September 2023)

We will work with the City to develop a marketing campaign and project launch that will build excitement for the project. We understand that the City has a large senior population and that both the City’s webpage and Facebook page are underutilized and we will discuss alternative ways to get the message out to residents to raise and maintain awareness of the project initiatives and encourage participation in the engagement process. By using various communication channels, we aim to reach a broader audience to raise awareness of the project initiatives and encourage participation in the engagement process.

#### Task 2 – Engagement Round #1 (September/October 2023)

The first round of engagement will be focused on building awareness, excitement, and engagement in the creation of the new OCP, as well as sharing what we have learned to date. We will use a mix of tools to seek local knowledge, ideas, and perspectives that will inform the development of the OCP’s vision, guiding principles, goals, key objectives, and begin to identify future land uses and potential opportunities and constraints. The following activities are proposed:

- **Youth Photo Contest** – to excite and involve youth in the process to share what they love about the City. Submitted photos can be used within the updated document itself.
- **Online & Mail Out Survey** – we will prepare a survey that can be posted on the City’s website and dropped into the local post office mail slots.

#### Task 3 – Engagement Summary (November 2023)

Following the completion of the first round of engagement, we will prepare an engagement summary that describes key themes that emerged from the feedback shared. The engagement summary will play an integral role in framing the conversation in the visioning workshop and creating a vision and policy framework within the new OCP and topics to consider as part of the Zoning Bylaw update.

### Phase Three – Confirming the Vision and Drafting the OCP/Zoning Bylaw (We Are Here)

#### Task 1 – Initial OCP Vision and Framework

We will use the information gathered to develop the draft OCP framework including the vision, guiding principles, goals, and objectives. This draft framework will be provided back to the OCP Advisory Committee and for their review and comment.



### Task 2 – Initial Zoning Bylaw Update Recommendations

Using technical information and community input gathered in Phase One, we will prepare recommendations on how the Zoning Bylaw regulations could be updated. This will include considering current legislation, responding to identified opportunities and challenges, and modernizing the document, including the addition of graphics to support interpretation.

### Task 3 – Initial Mapping

Using technical information and community input gathered in Phase One, we will prepare new OCP and Zoning Bylaw maps, to be used for the purposes of collecting further community feedback.

### Task 4 – OAC Workshop #2

We will meet virtually with the Advisory Committee to review the initial frameworks and policy directions for both the OCP and ZB.

### Task 5 – Engagement Round #2

The purpose of this second round of engagement is to share and collect feedback on the draft vision, guiding principles, goals, and objectives, and seek input on options for growth management in the community, including recommendations for updates to the Zoning Bylaw. Updated maps will be used to collect specific location-based feedback to inform the next steps of reviewing and revising land use designations. The following activities are proposed:

- **Community Pop-Up Event** – we will attend one (1) existing community event or popular community gathering space to gather feedback.
- **Community Drop-In Session** – we will plan and facilitate a community drop-in session during the same visit as the pop-up event to share the draft vision and framework. This format allows us to have facilitated, robust conversations while providing flexibility for residents to drop by at a time most convenient to them.
- **Online & Mail Out Survey** – we will prepare a survey that can be posted on the City's website and dropped into the local post office mail slots.

### Task 6 – Engagement Summary

Similar to Phase Two, we will prepare an engagement summary upon completion of the engagement activities. This engagement summary will play an integral role in developing the first draft of the OCP and Zoning Bylaw.

### Task 7 – Draft OCP + Map Updates

Building upon the work completed, we will refine the OCP vision and framework including the vision, guiding principles, goals, and objectives and we will prepare draft policies, strategies, and actions, as well as monitoring indicators.

We will review land use designations, Development Permit Areas, environmental and land constraints, propose revisions, and update maps based on those proposed revisions for discussion and confirmation with City staff and the OCP Advisory Committee.

### Task 8 – Draft Zoning Bylaw (Section by Section Preparation) + Map Updates

We will conduct a systematic section-by-section review of the Zoning Bylaw Content where updated sections will be submitted to the City for review as they are drafted. This process has been designed to



compartmentalize the different sections of the Zoning Bylaw to avoid the need to constantly cross-reference the bylaw document as a whole. Feedback will be required in some instances to properly prepare the next section. For example, in updating the Zoning Bylaw definitions, we are effectively updating the permitted uses in the Bylaw and need feedback on these definitions to prepare new and revised regulation and district content.

A comprehensive revised draft will be prepared once the section-by-section updates have been completed. In preparing this version, attention will be paid to ensure that terms are consistently applied throughout the document and that any edits in one part are carried through to the others. Maps will be updated to reflect any proposed amendments to the land use districts.

### Task 9 – OAC Policy Workshop

We will meet virtually with the Advisory Committee to review the Draft OCP and Zoning Bylaw content and integrate their feedback into the draft documents.

## Phase Four – Refining and Finalizing the OCP/Zoning Bylaw

### Task 1 – Engagement Round #3

This final round of engagement will involve sharing the draft documents including the refined vision, guiding principles, goals, and objectives, and confirm the proposed land use designations, Development Permit Areas, growth management strategies, regulations, and maps with residents. The following activities are proposed:

- **Kitchen Table Conversations** – we will prepare community workbooks for residents and stakeholders to review and provide feedback on the draft documents through self-facilitated conversations.
- **In-Person or Virtual Open House** – we can either host an in-person or virtual open house that uses ISL’s virtual open house tool to program to share draft documents with residents. Feedback will be collected through the use of the City’s website.

### Task 2 – Engagement Summary

To wrap-up the final round of community and stakeholder engagement, we will prepare a final engagement summary. A high-level overview of the entire engagement process will also be developed for inclusion within the OCP and Zoning Bylaw.

### Task 3 – Refine Draft OCP and Zoning Bylaw

Based on feedback received during the last round of engagement, we will revise the draft OCP and Zoning Bylaw, where appropriate to address outstanding comments, concerns, and gaps.

### Task 4 – Circulation

Formal circulation will be the responsibility of the City and we will assist in preparing any responses to circulation queries as required.

### Task 5 – Adoption

We will prepare the final draft OCP and Zoning Bylaw and related maps and present virtually to Council as part of the City’s bylaw adoption process.



## Schedule

Tasks	Month	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
1.1 Start-Up Meeting		Red																	
1.2 Community Consultation Plan		Green																	
1.3 Best Practices Review		Green	Green																
1.4 Background Review + Projections		Green	Green																
1.5 OAC Orientation + City Visit			Orange																
1.6 Technical Brief			Green	Green	Green														
2.1 Project Launch			Green																
2.2 Engagement Round #1			Red	Red															
2.3 Engagement Summary				Green	Green														
3.1 Initial OCP Vision and Framework								Green	Green										
3.2 Zoning Bylaw Recommendations								Green	Green										
3.3 Initial Mapping								Green	Green										
3.4 OAC Workshop #2										Green									
3.5 Engagement Round #2											Orange	Orange							
3.6 Engagement Summary												Green							
3.7 Draft OCP + Map Updates													Green	Green	Green				
3.8 Draft Zoning Bylaw + Map Updates														Green	Green	Green			
3.9 OAC Policy/Regulations Workshop																Red			
4.1 Engagement Round #3																Orange	Orange		
4.2 Engagement Summary																	Green		
4.3 Refining the Draft OCP + Zoning Bylaw																		Green	
4.4 Circulation																			Green
4.5 Adoption																			Red

Task Window	Green
In-Person Meeting/Engagement Window	Orange
Virtual Meeting/Engagement Window	Red



OFFICIAL COMMUNITY PLAN AND ZONING BYLAW  
REVIEW AND REWRITE

*Imagining our city's future*

# WHAT WE HEARD REPORT

*Fall 2023*





# Executive Summary

The purpose of this report is to share what we heard during in-person and online community feedback opportunities as part of the first round of engagement from the Official Community Plan (OCP) and Zoning Bylaw (ZB) Review and Re-write project. Community feedback from this round of engagement will inform the updates to the OCP and ZB. This section is a high-level summary of the project, what we did, who we heard from, and what we heard.

## Project Overview

The City of Greenwood is updating its OCP and ZB, which are key documents that shape the city's growth and development. The current versions are over 20 years old, and they need to be reviewed to ensure they reflect Greenwood's aspirations for the future, consider emerging trends, and are in alignment with provincial and federal legislation. The review and re-write process will include background review, best practices research, and engagement with the community.

## Engagement Overview

Both online and in-person engagement opportunities were provided during the first round of engagement, including engagement targeted specifically towards Greenwood youth. We heard from 70 participants (including Advisory Committee members) through the engagement opportunities from September 25 through October 22, 2023.

In addition to community engagement opportunities, the City has formed an advisory committee that includes representatives from Council and members of our community to provide direction and advice on key milestones throughout the project. Community representatives were selected for their active participation in local affairs: They encompassed a diverse array of groups and sectors. This included members from the Council, various local businesses and industries, the tourism sector, emergency services, educational institutions, numerous community organizations, groups dedicated to heritage and historical preservation, as well as various service providers.

The following engagement opportunities were available to the community to learn about the project and provide their feedback:

- 1 online community survey (hard copies were available at City Hall and upon request) from September 25 through to October 22, 2023
- Advisory Committee Meeting on September 27, 2023 (before open house event)
- 1 open house event on September 27, 2023
- 1 youth photo and art contest from September 25 through October 22, 2023

## Communications

As part of the communications, several tools were used to promote the project and engagement opportunities:

- Project website (945 total views to date)

- Facebook posts (6)
- Posters around the community
- Postcard maildrop into residents' mailboxes
- Youth photo and art contest at the elementary school
- Direct email invites for Advisory Committee members

## Snapshot of What We Heard

**Community Values** – The top community values identified were economic resiliency, health and well-being, and tied for third place were good governance, affordability/housing choices, and historical preservation.

**Community Strengths** – Many participants mentioned Greenwood's natural beauty, quaint attractions, ease of getting around, sense of community, and affordable and quiet living.

**What's Missing** – Many participants said that Greenwood either lacks or could improve upon recreation facilities, the trail system, better municipal communications and stability at City Hall, economic and local business development (e.g., local tourism and employment), heritage and history promotion, cultural activities, community vision, bylaw enforcement, preservation and restoration of buildings, access to diverse services, and an array of housing options.

**Opportunities and Future Aspirations** – Many participants shared that they see opportunities to improve community well-being, communication and engagement, recreation, and social services (e.g., mental health services, tourism, and economic development, reconciliation work with First Nations, attracting new residents, providing new housing options, and enhancing the overall sustainability of future growth and development.

**City Challenges** – Two main challenges were identified which included risk from impacts from climate change and extreme weather events (e.g., wildfires and flooding) and economic viability due to population and economic decline.

## Next Steps

Thank you to everyone who participated in engagement activities and shared their feedback! Feedback shared will be used to help inform the development of a draft OCP and ZB which will be shared with the community during the next round of engagement.

# Introduction

The City of Greenwood is reviewing and rewriting our community’s Official Community Plan (OCP) and Zoning Bylaw (ZB). This report shares what we heard during the first round of community engagement.

## Project Overview

The community’s Official Community Plan and Zoning Bylaw are two of our most important documents that guide how we should grow and develop, and they are over 20 years old. The City needs to review and revise both documents to ensure they reflect Greenwood’s connections to the past and aspirations for the future.

The City has engaged a consultant, ISL, to support the Official Community Plan and Zoning Bylaw review and rewrite. This process includes:

- completing best practices research,
- reviewing technical information,
- reviewing existing Greenwood policies and strategies, and
- gathering information and feedback from community members.

For more information about the project, go to [www.greenwoodcityocpzb.ca/](http://www.greenwoodcityocpzb.ca/).

## Engagement Summary

In Round 1 of engagement, residents were invited to share ideas to guide the future of the city. We asked participants to provide feedback on:

- Three favourite places
- What’s loved most about the city
- What’s missing
- Current and future challenges
- “Big Things” to do to make Greenwood a great place to live
- Future dreams
- Top three community values

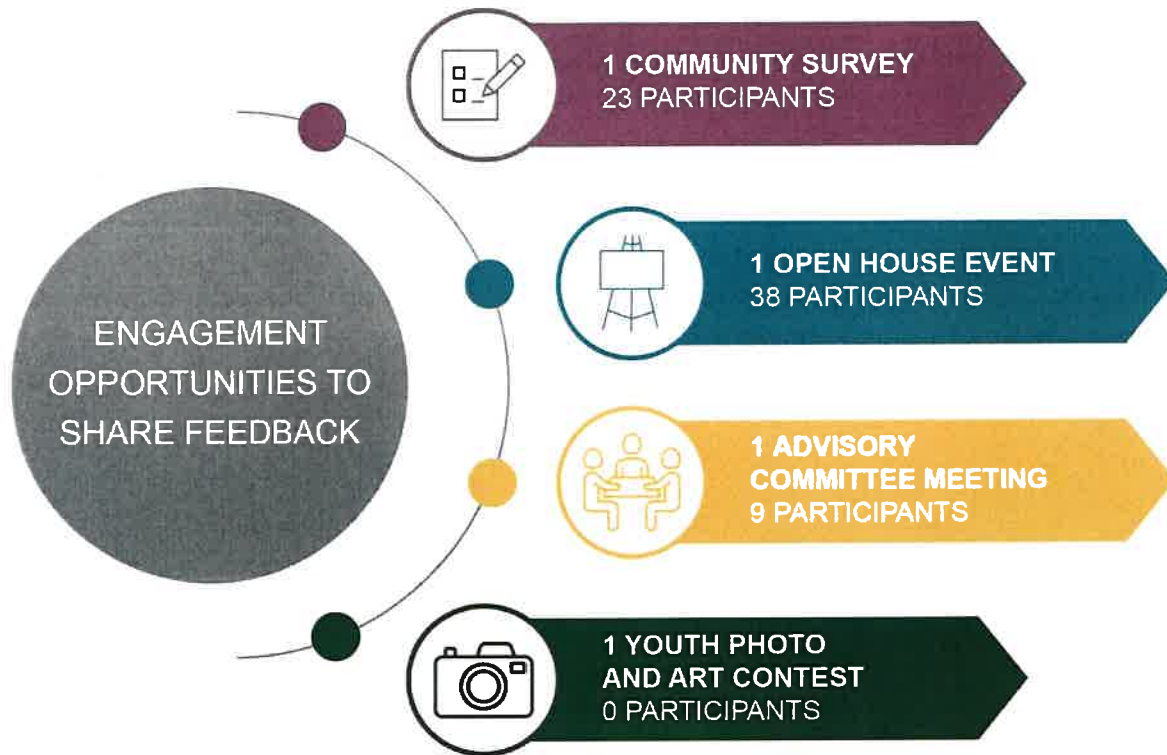
Engagement focused on building awareness of the project and gathering input from the community on what their vision for Greenwood is for the future.

### ENGAGEMENT OPPORTUNITIES

Community input is at the heart of this project, and in Round 1, there were several opportunities for residents to share their perspectives and ideas to help shape the two documents. A community survey and a youth photo and art content were available from September 25 through October 22, 2023. We also hosted a drop-in open house on September 27, 2023, from 4:00 to 6:30 PM at McArthur Community Hall.

In addition to these public engagement opportunities, we hosted the first OCP/ZB Advisory Committee Meeting on September 27, 2023, prior to the community open house. Community leaders were selected

based on their involvement in the community and represented a wide range of organizations and sectors such as City of Greenwood Council, local business/industry, tourism, emergency services, educational services, community organizations, heritage and historical associations, and service providers.



### WHO WE HEARD FROM

We heard from a total of 70 participants through this round of engagement. From the 22 residents that provided a response through the online survey, participants represented a range of ages and backgrounds, all of which were at least 18 years old. Many participants said that they owned a property and live in Greenwood. Some identified that they are a person living with a disability and several participants shared that they were Indigenous or identified as from a racialized group.

### HOW WE COMMUNICATED

We promoted the project and feedback opportunities through various channels including the project website, Facebook posts, poster at City Hall and other community locations, postcards for residents, and a contest for youth in the community.

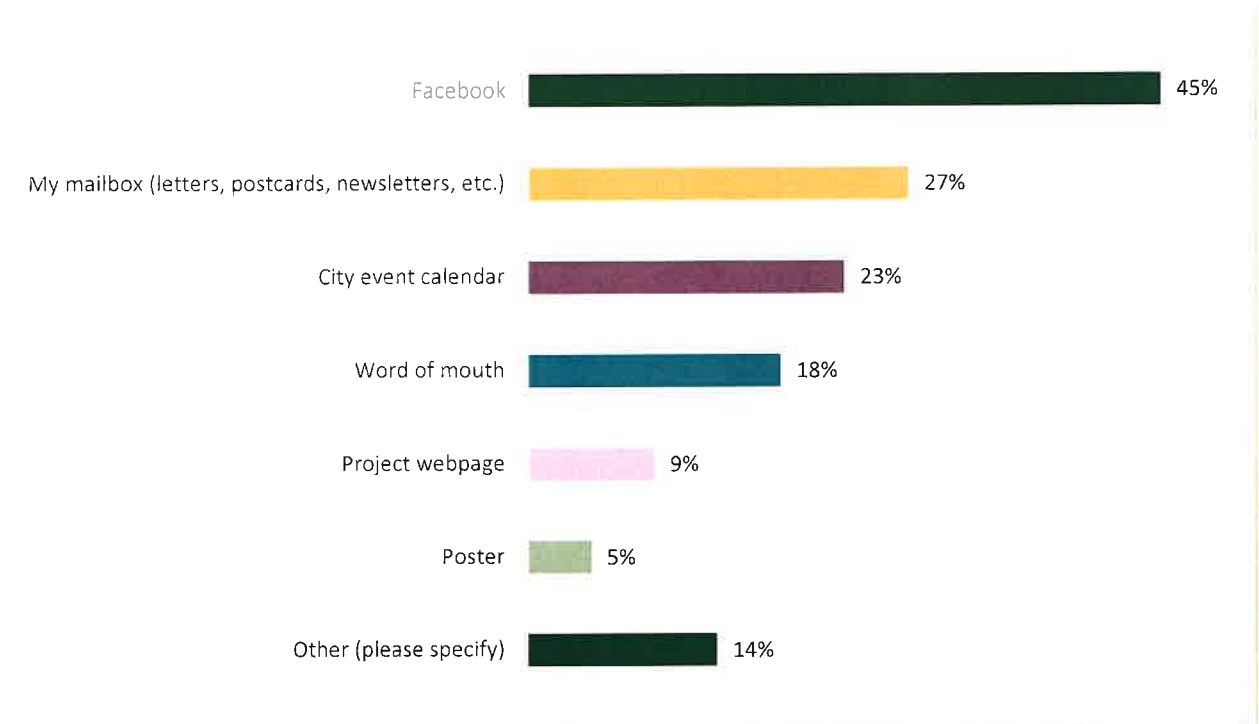


**945** TOTAL VIEWS TO DATE ON THE PROJECT WEBSITE



**12** SHARES/LIKES ON THE CITY OF GREENWOOD FACEBOOK

We asked people how they heard about the survey. Over half of participants heard about the survey through Facebook and mail.



**22 participants**

**Other:**

- Some participants heard about the survey through the open house event and email.

## Summary of What We Heard

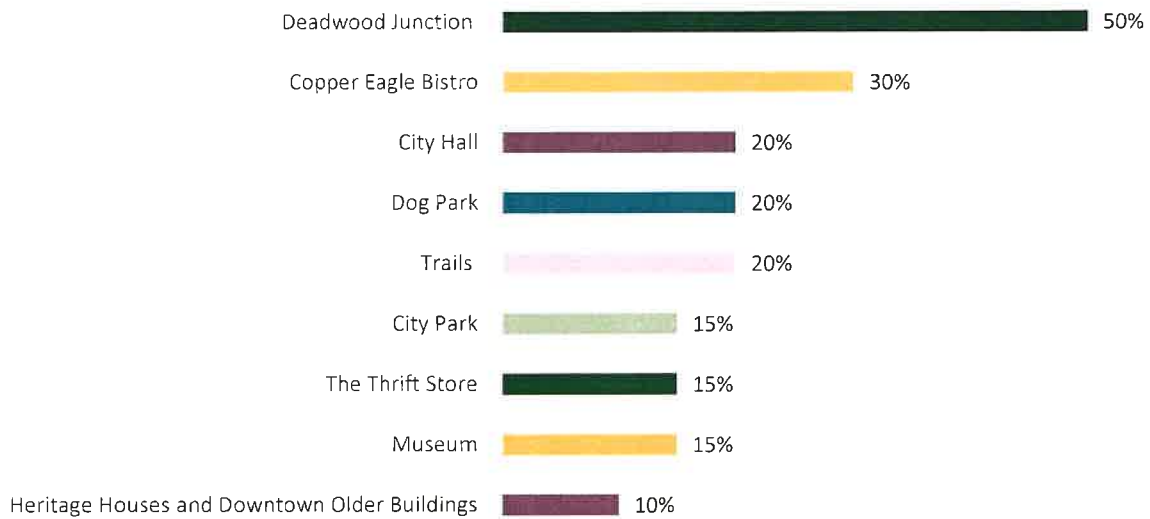
This section provides a detailed summary of what we heard from responses shared in the community survey, the open house event, and Advisory Committee. The feedback we receive from the community in this round of engagement will inform the revisions to the OCP and ZB.

### Community Survey

The community survey results highlight the breadth of feedback received.

#### THREE FAVOURITE PLACES

We asked people to identify their three favourite places in Greenwood. We wanted to know where people go to eat, where they like to hang out, and where they take visitors to understand the places that make Greenwood great. The top three favourite places that participants shared with us were the Deadwood Junction, the Copper Eagle Bistro, and all tied at third place were City Hall, the Dog Park, and local trails.



**20 participants**

Participants also mentioned many other locations as follows:

- Greenwood Public Library
- Narae (closed) Post Office
- Greenwood Museum & Visitor Centre
- Route 2 Shoppe
- Main Street
- Downtown
- Forested Crown Lands
- Greenwood Buck & Up
- Slag Mountain
- McArthur
- Greenwood Road Tunnel
- Kettle River Art Club
- Restaurants
- Tricycle Shop (closed)
- Court House
- Baseball Park
- Smelter
- Phoenix Graveyard
- The Canco Gas Station
- My home
- Yellow Door Boutique

## WHAT'S LOVED MOST ABOUT THE CITY

We asked people what they love most about their city and what makes it unique for them, their friends and family, and the community. 20 participants shared the following:

- **Greenwood's natural beauty** – Greenwood is loved for its natural environment. For outdoor enthusiasts, there are countless trails to explore and wildlife sightings. The surrounding forests and forest roads offer a unique surrounding wildlife and natural environment without being too far from the city.
- **Quaint attractions** – Due to the city's heritage and natural beauty, Greenwood is a central hub for various attractions for visitors and residents within an hour's drive. People love the quaintness and the beauty of the area.
- **City character from heritage and history** – People take pride in its heritage and history, with stunning heritage buildings that tell the stories of why people came and stayed here.
- **Easy to get around** – One of the city's charms is its smallness, making it safe and easy to get around by active modes of transportation, such as walking.
- **Sense of community** – Greenwood is a tight-knit community with strong social ties and a friendly environment that fosters strong community connections and care. The caring nature of people also shows up in their desire to make improvements to the city. Participants mentioned that active non-profits assist with children's well-being and provide various programs and services.
- **Affordable and quiet living** – The small, cozy environment of Greenwood makes for a quiet living environment. One participant mentioned that the city has affordable living options, such as for retired people.

## WHAT'S MISSING

We asked what is missing in Greenwood and what people wish Greenwood had. 21 participants shared the following:

- **Recreation facilities** – Improve recreational facilities for all ages such as a community beach by the creek in the city park, a small disc golf course, an ice rink, a recreation centre, a gym, pickleball courts, and more defined hiking trails.
- **Trail system development** – Organize community members to help enhance the trail system (e.g., near Highway 3) to attract new residents, outdoor enthusiasts, and visitors.
- **Stability at City Hall** – Advocate for improved stability in municipal matters.
- **Local retail and entertainment** – Encourage local entrepreneurs to consider longer open hours for the grocery store, restaurants, and bars. Promote the idea of an evening entertainment venue, such as a pub and fine dining, to foster a vibrant nightlife. In addition, consider reaching out to fast-food chains to explore the possibility of opening a branch in the area to attract travellers and boost the local economy.
- **Cultural opportunities** - Support cultural initiatives in the community, such as art exhibitions, concerts, and cultural festivals.
- **Community cohesion and sustainable vision** - Advocate for the development of a comprehensive and inclusive vision for Greenwood's vibrant future. Emphasize the importance of preserving and integrating the area's historical heritage.
- **Economic development** – Support initiatives that promote economic development, such as providing storefronts for artisans and creating job opportunities.
- **Fire Smart community** - Advocate for fire mitigation and prevention strategies to make Greenwood a community that is more resilient to wildfires.
- **Bylaw enforcement** - Strengthen bylaws and enforcement in the community.
- **Available buildings for services** - Promote the availability of buildings for lease or building purchase to provide various community services like daycares and youth centers.
- **Affordable housing** - Advocate for affordable housing options to address housing affordability issues in the community.



## CURRENT AND FUTURE CHALLENGES

We asked what, challenges, if any, is Greenwood currently facing or will face in the next 20-30 years. 21 participants shared the following:

- **Climate change, wildfires, and flooding** - Given the concerns about climate change, wildfires, and flooding (e.g., flooding in City Park), it's crucial to incorporate resilient and adaptive strategies in future planning.
- **City sustainability** - Ensuring the long-term sustainability of the city is essential. This includes addressing aging infrastructure, preserving heritage buildings, public safety, and developing a sustainable plan.
- **Collaboration and community** - Building community cohesion and collaboration to overcome personal differences is a challenge but important for the city's progress. Needing to focus on community improvements and not solely focus on what brings about economic growth.
- **Employment opportunities** - Creating job opportunities and business development that attract newcomers (e.g., young families) can contribute to population growth. Additionally, a participant mentioned a need for a focus on what is best for the city rather than just maximizing tax revenue.
- **Infrastructure improvements** - Addressing aging infrastructure such as heritage buildings, underground sewer system, and road upgrades is vital.
- **Healthcare and accessibility** - Improving access to healthcare, especially for an aging population, and ensuring accessibility to grocery stores are essential services.
- **Population growth** - Exploring ways to market the city as an attractive, recreation friendly and affordable place to live for remote workers and professionals can help counter population decline. Shifting the city's focus to become a retirement community could be a unique strategy for growth.
- **Affordable and adequate housing** - Addressing the lack of affordable housing is critical for attracting and retaining residents and working with landlords to renovate older and deteriorated buildings.

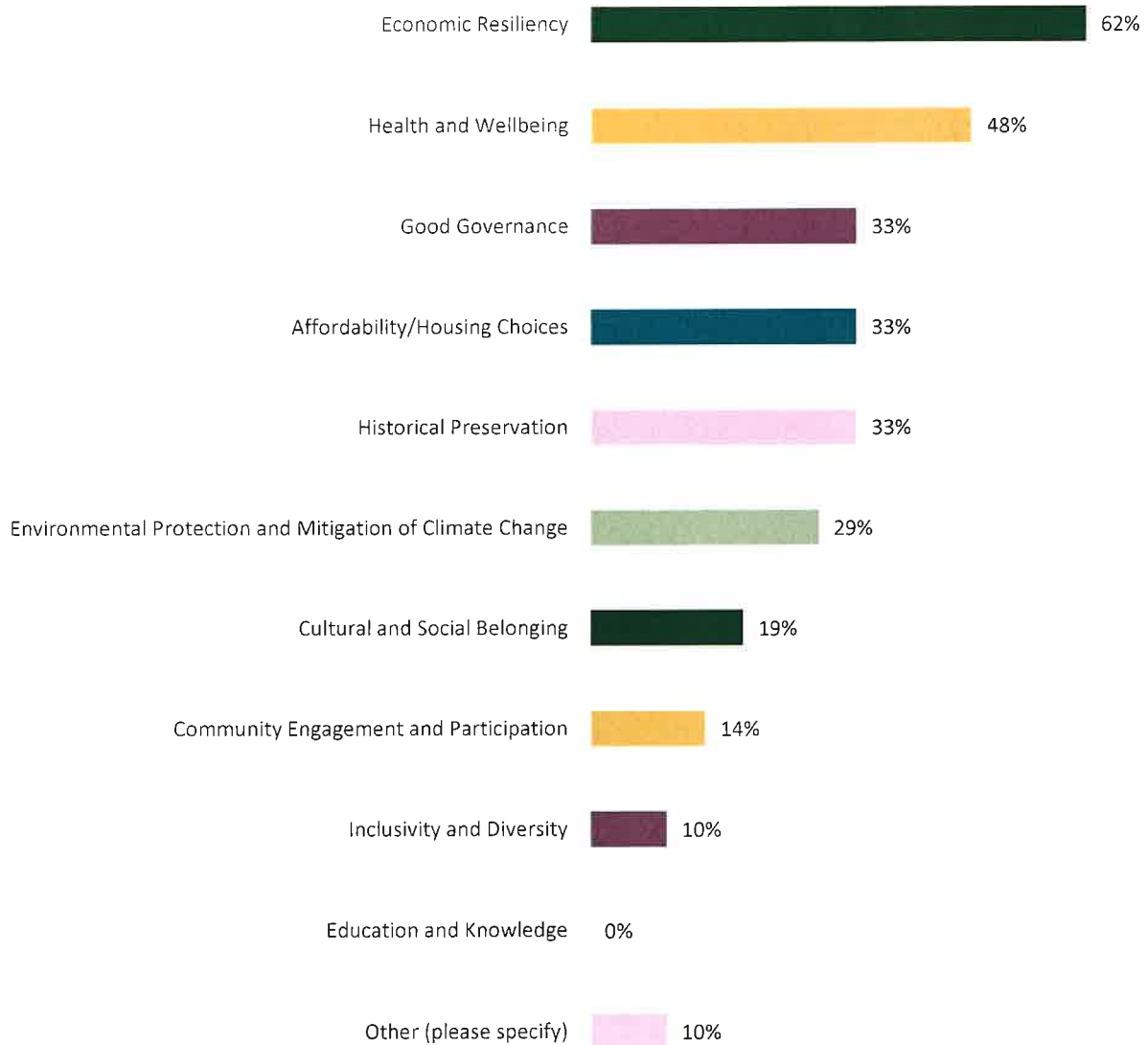
## “BIG THINGS” TO DO TO MAKE GREENWOOD A GREAT PLACE TO LIVE

We asked if people could wave a magic wand, what, if any, are the “Big Things” they would do to make Greenwood continue to be a great place to live. 19 participants shared the following:

- **Community vision** – Creating a vision to improve Greenwood by the following the principles of respect, kindness, and cooperation is needed. Participants suggest creating a distinctive theme for the city to attract visitors.
- **Business development** - Diversify the local economy with new and different businesses (e.g., grocery store). Also, ensuring that there are employment opportunities for youth and other demographic groups. Creating a vibrant business district and address absentee business owners was mentioned.
- **Infrastructure improvement** - Improving general infrastructure, such as heritage buildings, the new fire hall, recreation center, sewer, and water system, is crucial for the city’s development and safety. A key theme of preserving and restoring heritage buildings also emerged through feedback shared.
- **Recreation amenities and trails** – Offering recreational amenities such as the improved development of the City Park, playground, walking paths, public washrooms, and recreation centre, including a youth centre. Developing a trail system can attract visitors and stimulate economic growth.
- **Diversity of housing options** - Providing diverse and affordable housing options (e.g., for seniors and neighbourhoods) is important.
- **Community safety** - Ensuring public safety is essential. For example, the City could consider hiring a bylaw officer.
- **Support for growing families and seniors** - Providing financial assistance and childcare services for families during the early stages of parenthood is a thoughtful way to support population growth and family well-being. Supports and activities to meet the seniors’ needs in the community are required.
- **Fire Smart community** - Enhancing fire safety measures is vital, given the potential risks associated with wildfires. For example, creating a firebreak line near hiking trails and recreational activities and upgrading volunteer fire department facilities and equipment were improvement suggestions.
- **Cultural and community activities** - Diversifying events and activities (e.g., festival, music, tours etc.,) to cater to diverse group could improve the city vitality.
- **Community health - Improving** healthcare services, such as a having resident doctor or nurse, would attract new residents and support existing ones.

## TOP THREE COMMUNITY VALUES

We asked what are people's top three community values that are important for us to consider when thinking about the future of Greenwood. The top three community values selected were economic resiliency, health, and wellbeing, and tied for third place was good governance, affordability/housing choices, and historical preservation.



**21 participants**

### **Other:**

One participant mentioned that they value the trail system and recreation for outdoor enthusiasts, including motorists and bikers.

## FUTURE DREAMS

We asked if there was anything else that participants wanted to share with us about their future dreams for Greenwood. 16 participants shared the following:

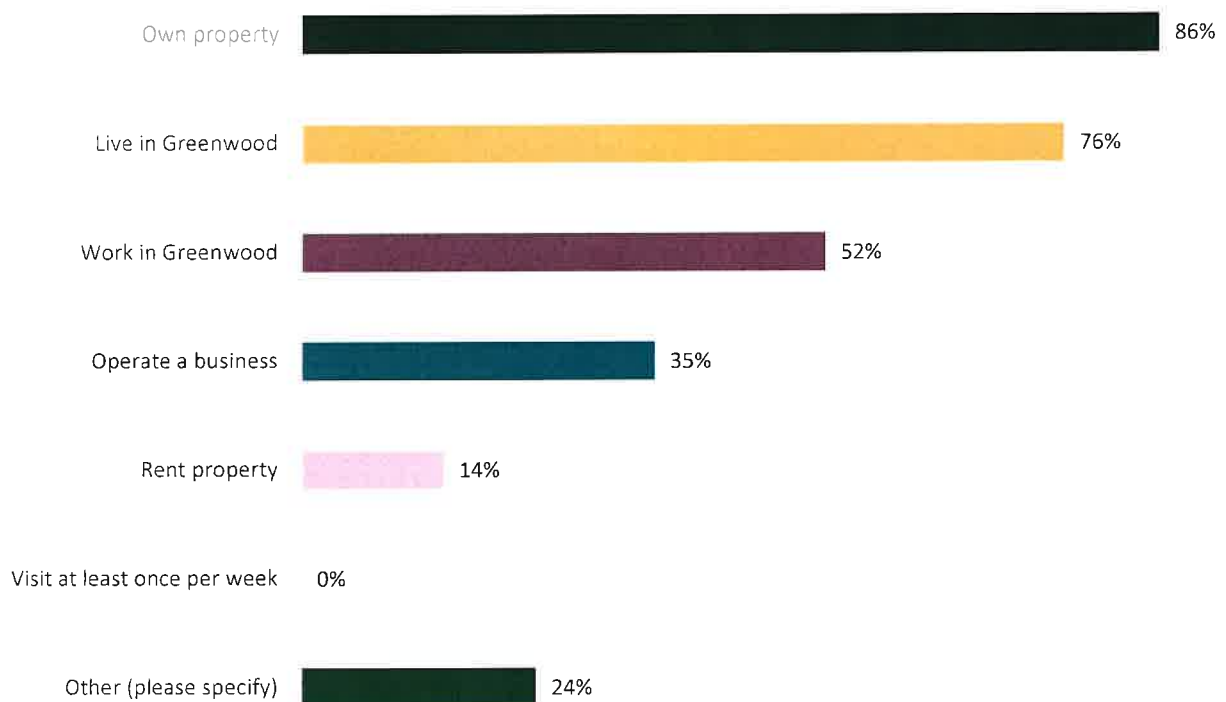
- **Community wellbeing:** Achieving future dreams requires dedication, hard work, and a genuine interest in the community's well-being.
- **Communication and engagement:** Effective communication and knowledge of procedures like Roberts Rules can lead to more respectful and productive meetings.
- **Recreation and mental health:** Investing in recreation centers, youth programs, and mental health services can significantly improve the quality of life.
- **Acknowledgment of First Nations:** Recognizing the history of the land and the needs of the Indigenous community is a crucial step in promoting reconciliation.
- **Attracting remote workers:** Attracting remote workers and promoting the city's natural attractions can help boost the local economy and make it a desirable place to live and visit.
- **Transition from mobile homes:** Transitioning from mobile homes to small houses could be included in the long-term planning and development goals of the city.
- **Transparency and community input:** Transparency and involving community members in planning activities are key to building trust and ensuring that the community's needs are met.

## WHO WE HEARD FROM

We wanted to ensure that we heard from a range of community voices. The following describes more about who we heard in the survey.

### Community groups we heard from

We asked participants to identify if they were part of any of the following community groups. Most people said that they own a property and live in Greenwood.



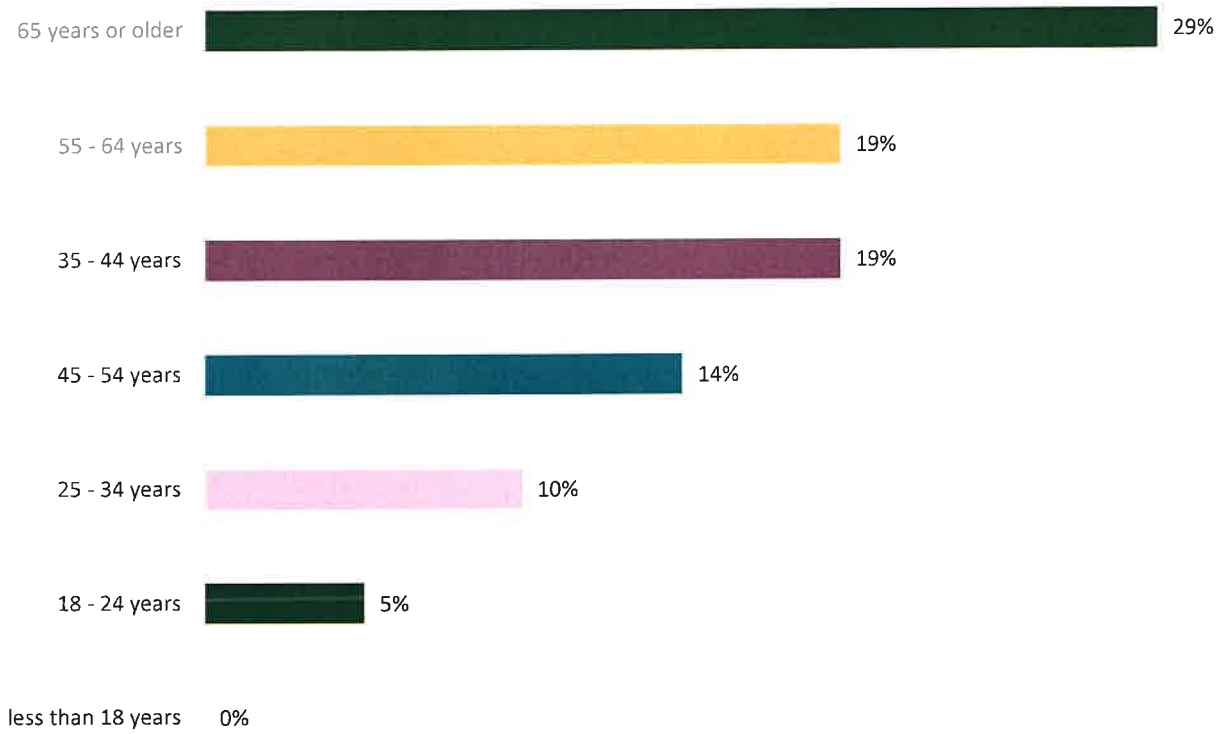
**21 participants**

### Other:

- Some participants mentioned that they would like to operate a business, have worked in Greenwood in the past, and currently work as an elected official.

## Age

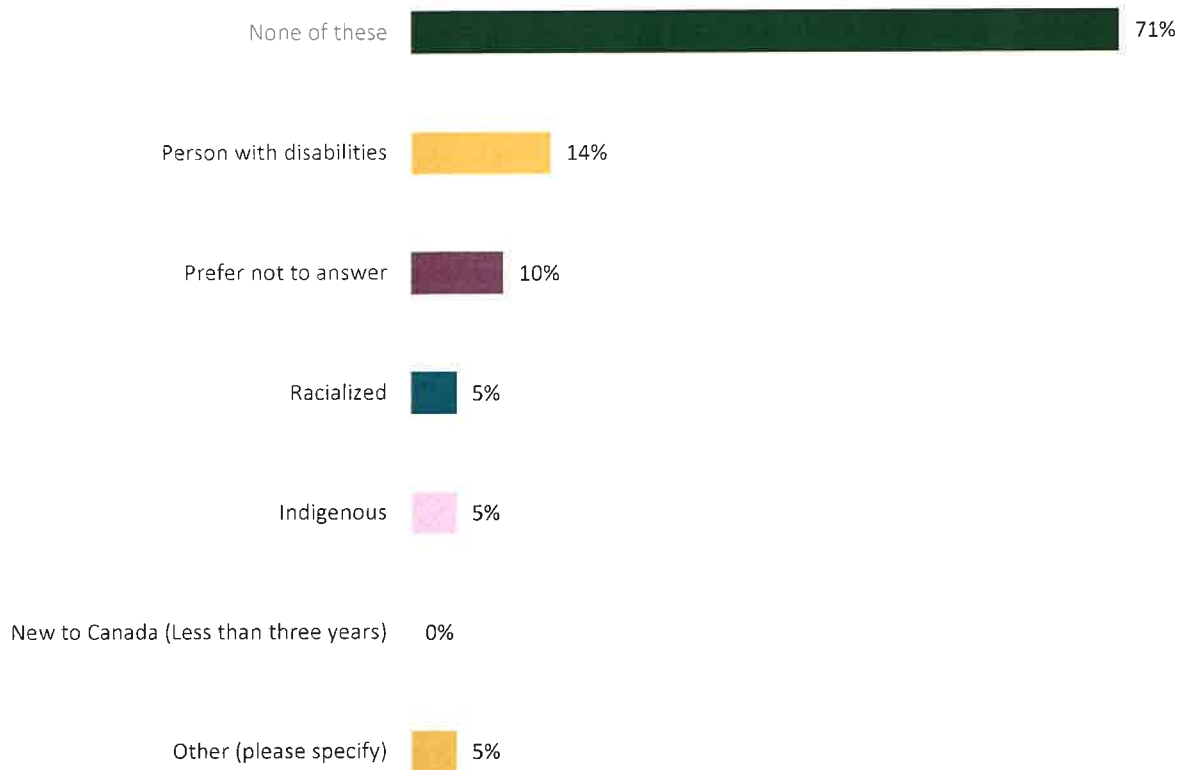
We heard from a range of ages, all of which were at least 18 years old.



**21 participants**

## Appendix

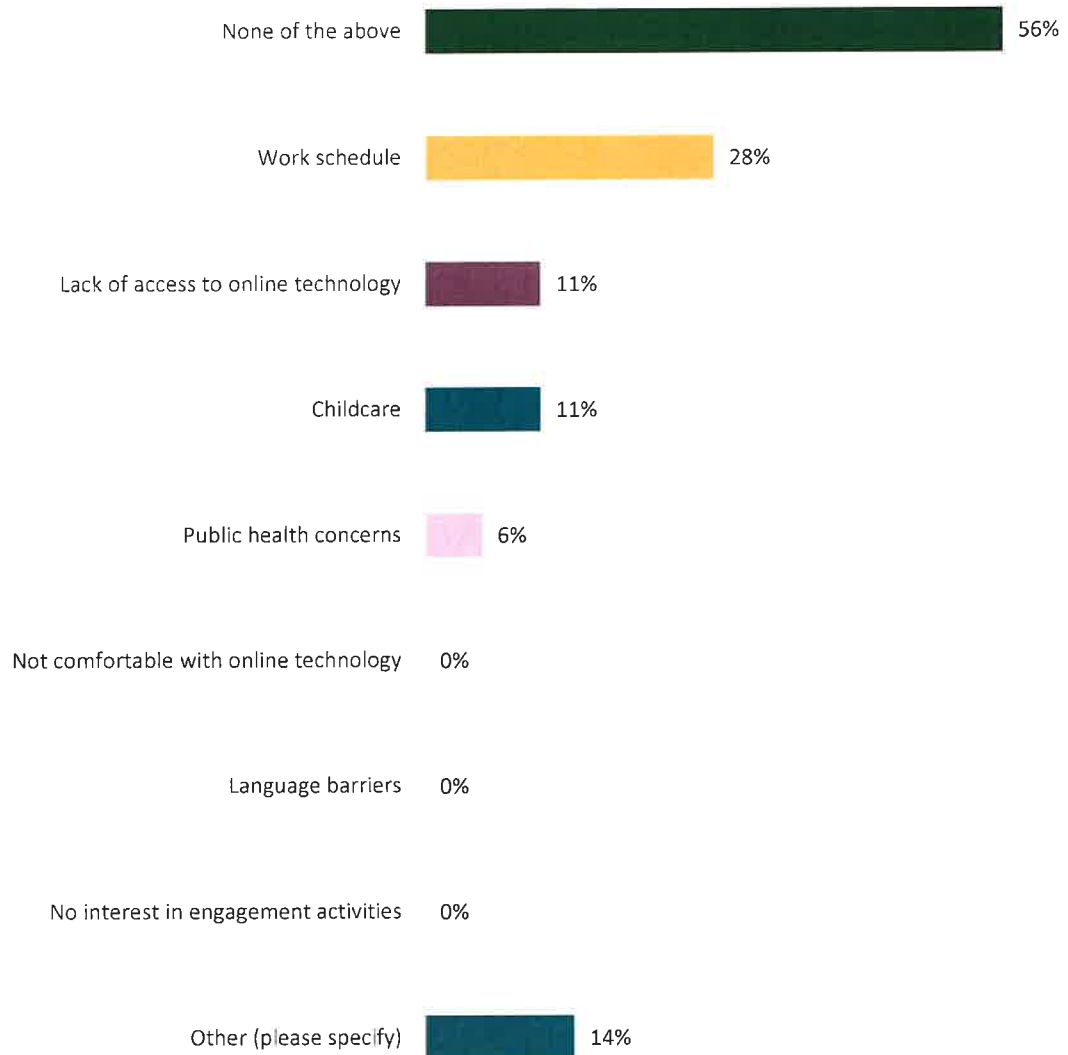
Some survey participants shared that they identified as a person with disabilities, Indigenous, or as a racialized person.



**21 participants**

## Barriers to participation

Work schedule was identified as the top barrier to participating in engagement opportunities.



**21 participants**

Other:

- One participant mentioned the need for leadership and management of meetings.



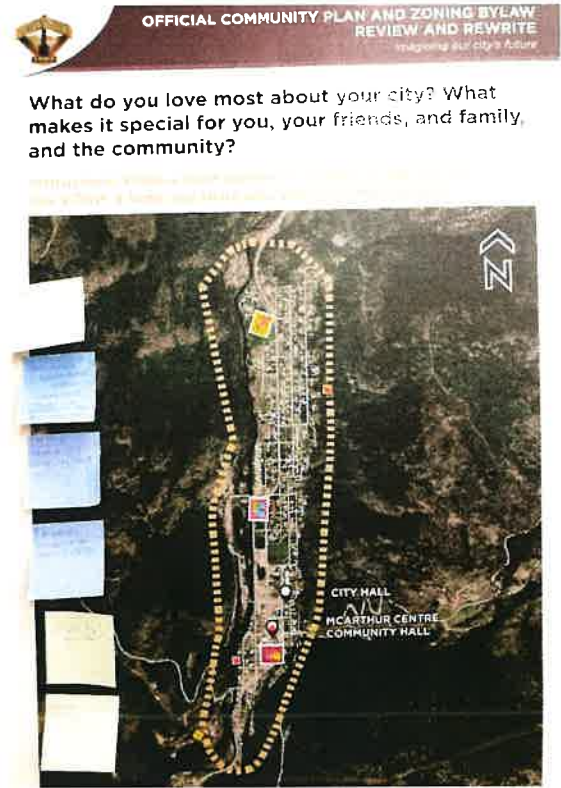
## Open House

This section provides a summary of what we heard from the 38 participants at the open house.

### WHAT'S LOVED MOST ABOUT THE CITY

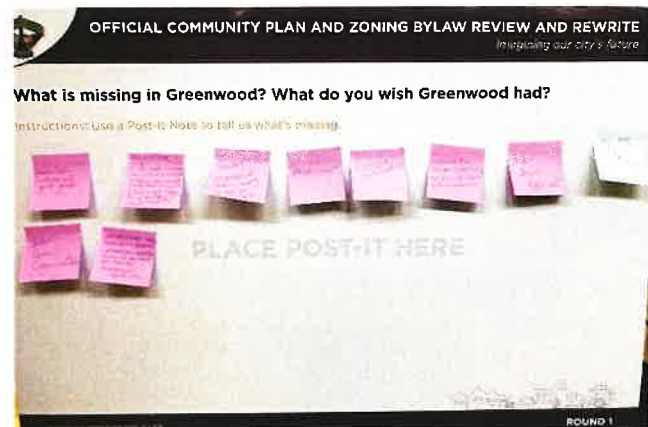
We asked open house participants what they love most about their city and what makes it special for them, their friends, family, and the community.

They said that that the small-town environment, historical identity, Greenwood Public Library, Elementary School, City Park, the creek, and the friendly, welcoming, and caring community are what they love most.



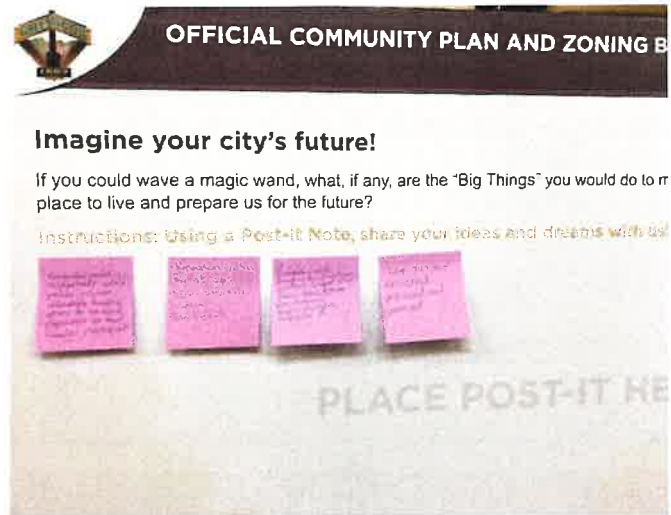
### WHAT'S MISSING

We asked participants what is missing in Greenwood and what they wish Greenwood had. Participants shared that they wish issues were addressed, such as availability of affordable housing options, the ability to use existing buildings to serve community needs, improved bylaw enforcement, bolstering local employment opportunities (e.g., for younger demographic groups) and local economic growth (e.g., tourism and a large grocery store and pharmacy), development of more recreation amenities and activities for youth. Participants saw the need to focus on preventing city decline. Also, participants shared that stability in city government is missing and a there is a need for improved City communications.



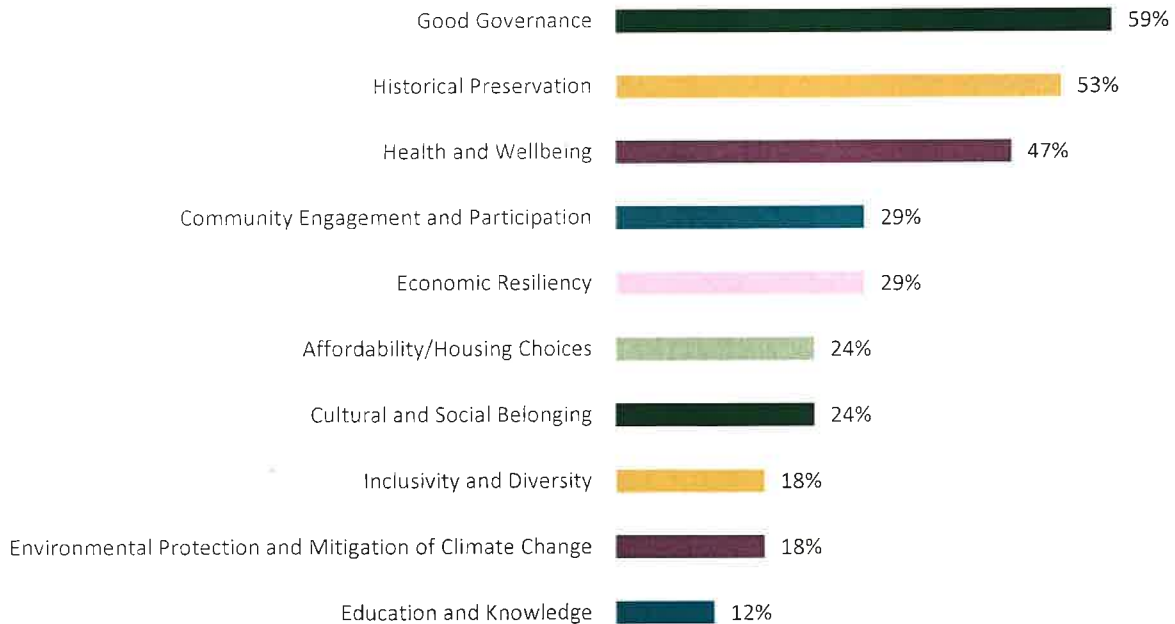
## “BIG THINGS” TO DO TO MAKE GREENWOOD A GREAT PLACE TO LIVE

We asked participants if they could wave a magic wand, what, if any are the “big things” they would do to make Greenwood a great place to live and prepare for the future. Participants said that creating neighbourhoods with diverse and affordable housing options for both an aging population and young families. There's a need for enhancing tourism (e.g., a ski hill) and recreation facilities for people of all ages. Participants shared that they would like to see “big things” such as a new fire hall, artisan hub, and renovations to existing buildings. There was an emphasis on generating employment opportunities to attract families, expanding the tax base, and fund improvements to infrastructure.



## TOP THREE COMMUNITY VALUES

We asked participants what their top three community values are when thinking about the future of Greenwood. The top three community values identified were good governance, historical preservation, and health and wellbeing.



53 participants

## Advisory Committee

Prior to the community open house, the first meeting of the OCP ZB Advisory Committee was held. Committee members participated in a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the community. The following is a high-level summary of key themes from what we heard in this session.

### STRENGTHS

- **Community and diversity** - Greenwood residents have a strong sense of community and value diversity. Events for seniors, local talent, cultural groups, and respect for all races are a key community strength. Also, the school district supports education about Indigenous history and culture.
- **History and heritage** - The role of the heritage society, the museum, and historical events (e.g., Japanese historical events) showcase Greenwood's history. Also, Greenwood has a rich and interesting downtown history and heritage that people are proud of and want to share with others.
- **Tourism and economy** - Tourism is an important part of the economy. Also, downtown buildings and local businesses bring people into the city.
- **Nature and environment** - Access to water, land, and the outdoors are community assets. The beautiful and diverse natural environment surrounding the city is valued.
- **Health Services** – Greenwood has good medical services and a local ambulance.
- **Community safety** - The low crime rate and sense of safety is a community strong point.
- **Housing** – Housing is relatively affordable compared to other cities in B.C.

### WEAKNESSES

#### *Social:*

- **Youth engagement** - The community lacks youth activities and awareness of what works for youth. The community needs more advertising and promotion of activities, such as soccer, dance, ski hills etc. activities, which would attract diverse groups (e.g., youth and younger families).
- **Communication** - The community faces challenges in communicating effectively with its residents and visitors. Exploring various options for improving communication, such as electronic boards, kiosks, social media, post office message board and radio, is needed.

- **Governance** – There is a lot of turnover in local government.
- **Pool utilization** - Greenwood has a pool which is underused and requires more resources for staffing.

*Economic:*

- **Economic development** – The city needs a major, year-round economic driver to sustain local businesses and create more opportunities for small businesses.
- **Empty buildings** - Greenwood faces a big issue of empty buildings which discourages people from residing in the city or visiting. There is an issue of absentee landlords and high commercial rents.
- **Retail space** – There is concern about the use of valuable spaces for businesses along the downtown corridor that is becoming more residential and less retail.
- **Downtown activity** – The city lacks enough activity in the downtown area. There needs to be more communication about community events and activities.
- **Lack of services** – There is no pharmacy, no large grocery store, and the nearest hospital is in Grand Forks. Lack of services is an issue.
- **Housing** – The city lacks a mix of housing such as tiny homes and adequate flexibility for the development of different types of housing, such as providing enough housing for families. Also, there is a need for bylaw enforcement of zoning.

*Environmental:*

- **Environmental management** – Issues of flooding and wildfires need to be addressed (e.g., flooding and forest management). Participants connected these issues to others, such as economic and tourist decline.
- **Trails and tourism** – The city has trails that attract tourists, especially from Europe, but has lost some of its economic drive due to fires. The community also faces issues with noise and management of e-bikes on the trails. There are declining funds for tourism.

*Cultural:*

- **Streetscape and heritage** – The community wants to keep its streetscape modern looking, but also respects the heritage of its buildings.
- **Heritage advisory committee** – Lack of authority to regulate the preservation of Greenwood’s heritage.

## OPPORTUNITIES

- **Community involvement and transparency** – The City needs community participation and to be transparent about decision-making.
- **Economic development and growth** – There is a need to stimulate economic growth through sustainable tourism, a mix of housing, business development downtown, local employment opportunities, and grant funding for community services.
- **Connectivity and vibrancy** – Need for increased opportunities for the community to come together, connect, and build a vibrant city. Enhancing events and local festivals was identified as an important cultural opportunity.
- **Small town feel and historical identity** – Greenwood is a unique city and residents like the small town feel and heritage. This is seen as an opportunity to leverage this identity.
- **Affordable housing** – Look at opportunities for a mix of housing such as tiny homes and housing for diverse needs (e.g., Senior’s housing and young families).
- **Local owners and artisans** – The potential for local owners and artisans to get set up in Greenwood is a consideration.
- **Regional collaboration and resilience** – Partnerships with other communities to foster regional collaboration and resilience in the face of wildfires and other challenges in the area is an important regional opportunity.

## THREATS

- **Wildfires and flooding** – Flooding and wildfires are an environmental threat.
- **Population decline** – The shrinking population is seen as a key threat.

## Appendices – Verbatim Feedback

The following sections share the verbatim feedback from participants. Comments have been minimally edited for spelling and grammatical purposes and any personal identifying information has been removed.

### Appendix A: Survey Feedback

Where are your three favourite places in Greenwood (think about where you go to eat, where you like to hang out, where you take visitors)?

Responses	1	2	3
City Park	3	0	0
Deadwood Junction	4	4	2
Post Office	1	0	0
Greenwood Museum & Visitor Centre	1	0	0
Route 2 Shoppe	1	0	0
Main Street	1	0	0
Trails	2	1	1
Dog Park	1	3	0
Downtown	1	0	0
Forested Crown Lands	1	0	0
City Hall	0	1	3
Copper Eagle Bistro	0	4	2
Greenwood Buck & Up	0	1	0
Slag Mountain	0	1	0
McArthur	0	1	0
Greenwood Public Library	0	1	0
Museum	0	2	1
Narae (closed)	0	1	0
Greenwood Road Tunnel	0	0	1
Kettle River Art Club	0	0	1
Restaurants	0	0	1
Tricycle Shop (closed)	0	0	1
Court House	0	0	1
Baseball Park	0	0	1
Smelter	0	0	1
Phoenix Graveyard	0	0	1
Heritage Houses and Downtown Older Buildings	1	0	1
The Canco Gas Station	0	1	0
The Thrift Store	0	1	2
My home	1	0	0

What do you love most about your city? What makes it special for you, your friends and family, and the community?

- The beauty of the natural surroundings.
- Friendly people, walkable, feeling of community
- Greenwood's Heritage and History. The heritage buildings are the greatest attraction and the history of the people, how they came here, why they came here and why they stayed.
- Trails, thousands.
- The history is fascinating, both in the town, and the surrounding areas. This history is maintained and celebrated through the heritage buildings that are still in use
- The kind people in the community, and the non-profit organizations that help the children stay physically active.
- The historical buildings, the smallness of the city, the tightknit community and the forest and rocky surroundings.
- The heritage character of the city and the wonderful friends I've made here.
- Small city where it is safe (aside from the bears and cougars) to walk alone
- How it is small but a centre point to so many things within an hour.
- I love the quaintness, the people and downtown is so pretty- need more restaurants and businesses
- Quiet living environments. Easy accessibility to programs/services provided in the area. "Affordable" living
- The surrounding forests and forest roads. Greenwood provides a unique escape into wilderness terrain without ever being far from civilization. Feeling like you're the only person for 100s of Kilometers, but never too far from a good muffin.
- Great low-cost retirement destination.
- There are many interesting and caring people in Greenwood who want to make our city a better place.
- Greenwood is beautiful. Most of the people I meet are friendly, helpful, and caring. I love the diversity of experience, opinions, and ideas that I encounter in the community. The history that Has been lived and preserved makes our city unique and opens vast opportunities for economic growth and development
- The big sky, the valley, and the back trail
- Small town living country lifestyle with close proximity to many major cities (5 cities within 2-hour drive) fewer bylaws regulations access to clear water/air, friendly atmosphere where everyone knows each other. Heritage.
- People. They are friendly and caring.
- Small town feel
- I can walk and bicycle without using a vehicle to get into the region around town. I moved here for the Phoenix Mountain Ski Area and proximity to Mt Baldy is a bonus. The Trans Canada Trail runs through the region on the Kettle Valley Rail Trail.

- I am a member of the Greenwood Volunteer Fire Department, the Greenwood Improvement Society, the Greenwood Heritage Society. There is good volunteerism opportunities.
- Small town feel in a natural setting with culture and history. The downtown core is an attraction for both visitors and residents. It's between the West Boundary and Grand Forks
- Residents who live here are friendly and most work towards being good neighbours to one another. There is a "live and let live" attitude here and a lot of creative people who are willing to share their talents.

#### What is missing in Greenwood? What do you wish Greenwood had?

- I think the city park should have a community beach put in for playing in the creek. It would be nice to have more defined hiking trails, and maybe a small disc golf course.
- Stability at City Hall
- Pickleball courts
- A restaurant or restaurants (one with fine dining that was once here) that stay open 7 days a week and are open later into the evening. Evening entertainment in a local bar or the Legion.
- High culture
- community cohesion, we currently lack a strong, inclusive sustainable vision of what this place could be in the future. We also need to figure out how to incorporate the past history into this vision of a vibrant future
- Recreation centre
- I wish Greenwood was a fire smart community.
- Lack of will for economic development. Storefront for artisans to display their wares.
- Pub with food. Place for young adults to hang around. More job opportunities
- Stronger bylaws that are enforceable. Ice rink, even if it's outdoors.
- A full grocer and some shops open late at night
- Grocery store. Available buildings for services to rent/lease/buy - daycare, gym, youth centres etc. Emergency services building. Recreation activities for adults.
- Greenwood is missing an organized community of recreationally minded people to build and promote a system of trails that would attract active people to live in this amazing place. A great trail system with easy access to and from hwy 3 would cause more travelers to stop for longer and spend more money in more places. (Midway attempted this, but their system is not "great" by British Columbia standards and is not promoted effectively) Look to the Comox Valley, Pemberton, Rossland etc. for proper examples of towns that experienced huge increases in population directly related to recreational opportunities.
- A mini fast-food restaurant (e.g., McDonalds). The major aim would be to stop thru-traffic at a familiar eatery, while the city enjoys an expanded tax base.
- Missing more places for vegetarians/vegans to eat (Naere was a perfect place). More affordable housing. A true grocery store.
- Water park and better playground. Recreation centre. Food hub/security (Food Co-op), processing for meat cutting (preserve canning, baking, public area)
- Income more people out of debt, addiction and building a future, really more dreaming and growing



- Greenwood needs affordable housing. Year-round employment/business, engaging opportunities for youth/teens
- Business creating employment. Attracting new residents.
- Restaurants
- The average traffic flow along highway 3 is averaged between 3-4,000 vehicles/day. The highway bisects the neighbourhood and is dangerous to people and wildlife. People drive their trucks and vehicles over the speed limit through the community. No recognition that this land was home to Silyx and Sinxt people prior to white settlement. Decisions are not made via a “climate or environmental lens” – there is continued methane gas hookups, and the City Council should be adopting the Zero-Carbon step code standard early instead of waiting until 2030 implementation. We have an aging population and affordable housing for people is required. Investment in the area is required in order to build infrastructure to serve public needs. We have a very small range of housing options for people to allow for the service industry or younger people to start sustainable business propositions. Fibre optic internet for people and business recruitment working online. People live in park model dwellings which are unsafe and crowded for emergency services. Also there need to be no more development of land on the Boundary Creek floodplain due to the warming climate. Zoning should not allow for floodplain development, and it sure ensure that all housing and buildings in the future are built to fire safe/fire smart standards. A decent tax base to pay for the necessary services for emergency services, water and sewage and provide opportunity to hire talented staff at City Hall.

What, challenges, if any, is Greenwood currently facing or will face in the next 20-30 years?

- I believe greatest challenges will be resilience and adaptation through climate change and weathering any socioeconomic instability that may be on horizon. Wildfires should be of great concern for this city. I believe that as a small city, we have an advantage in being more flexible with creative solutions to modern problems.
- Keeping alive as a City
- Leadership
- Employment opportunities that will attract young families. Aging infrastructure. Attracting the right people to run for city council. Councillors that put Greenwood first before personal agendas. Preserving our heritage buildings.
- Financial, social, criminal, substance abuse, infrastructural
- For the past decade we totally suck at leaving personal differences aside for the betterment of the community. WE NEED HELP
- Sewer problems, we aren't using our sewer fully and have no back up if it fails. We also have old pipes under ground that need to be updated.
- unknown other than climate change and fire risk.
- Cleaning up buildings owned by absentee landlords. A sustainable economic development plan.
- Lack of jobs Failing historical buildings
- Aging population having to travel long distances for things like cancer treatment, probably wildfire threat at some point, flooding. Access to food.
- Population growth, and need more business in town

- Future need for additional electric vehicle charging stations. Aging/unkempt buildings. Accessibility to grocery stores. Street repair - repaving. Flood mitigation for City Park.
- Population decline seems inevitable unless Greenwood can be marketed as a desirable place for people to live. With the rise of remote working opportunities, many young professionals are able to live wherever they want. Greenwood is well positioned to market to these people and offer a unique combination of affordable living, a quiet place to live, and easy access to amazing recreation opportunities. (If you build it, the mountain bikers and dirt bikers will come!)
- "Growth" is often seen as the benchmark of progress; but it isn't. Rather, our city should make & market itself as a retirement community magnet.
- Lack of jobs in the area. Lack of affordable housing. Currently, a City Council that doesn't seem to do much. Need to focus on what is best for Greenwood not what will bring in the most tax money.
- A ghost town as a dwindling population
- Funding issues. Not a strong enough tax base. Repair on old city buildings. Replacement of fire safety equipment. Concerns over fire safety, implementation of fire smart program. Food Security. Water/draught concerns.
- Water. Flood mitigation.
- No employment for new residents
- The biggest challenge is affordable housing. Our population is aging and there is no affordable "downsizing" option for our seniors. The lack of affordable housing to rent or purchase also discourages young families from moving here and followed closely by lack of work.

If you could wave a magic wand, what, if any, are the "Big Things" you would do to make Greenwood continue to be a great place to live and prepare us for the future?

- I would cut a Firebreak line in the forest around the city, and keep it maintained every year. I would also use the firebreak line in other ways, like having hiking trails through it, and maybe setup a disc golf course or other shared use. I would have a fee for vacant business units (commercially zoned units) that have been left empty, and without renovations, for a period of 6 months. After 6 months of remaining idle, the owner must pay a monthly tax (some small percentage of the assessed value). This will help fill up all the vacant business spaces around town, and possibly reduce rents for business owners. I would establish a fund to offset the travel and lodging costs associated with having a baby, to help growing families who live in town. They do a simple application to the city, and can submit receipts totalling up to \$2,000, for food, gas, and lodging expenses incurred up to two weeks prior and two weeks after the child's birth. I would do a thorough review of the soil quality in the city, and make remediation plans as needed. This is historically a smelter and mining town and the contaminants from that are likely still in the ground and pose threats to health. If remediation is needed, then hire a remediation liaison to handle the process with the BC Environmental protection and sustainability department. I believe the costs of remediation are covered by them. I would find a way to get a child daycare in town. Families in cities with access to affordable, subsidised childcare have an advantage in the workplace over the families living here.
- My magic wand would find the money to improve our infrastructure, preserve our heritage buildings and attract a variety of businesses that would employ young people.

- Total loving kindness
- SOMEHOW develop a cohesive community, with members that: listen respectfully, quit undermining and backstabbing and are willing to work hard to attain a sustainable future for all
- New fire hall, recreation centre, a back up sewer, and new water pipes.
- First and foremost, I wish Greenwood was a fire smart community. Second, I wish that Greenwood's had a Statutory Building Scheme for properties fronting the highway to maintain the historical look of Greenwood.
- Restore heritage buildings and create a true 1897 atmosphere. Year-round festivals like Christmas festival, festival of lights, Octoberfest, and music.
- Community center not focused on drinking or seniors. Restaurants who care about cross contamination for people with food allergies
- Flourishing businesses on Main St, as opposed to random down and out squatters in commercial buildings. Absentee owners and landlords addressed.
- Ability to have a tiny home on owned land as a primary dwelling (anything under 645sqft) - abolish the minimum mandatory build sizes for primary residence. An in-town doctor or nurse practitioner.
- Increase buildings available for rental options. Available recreation programs. Addition of a grocery store. Development of city park - finish play structures, walking paths, washrooms, add spray park. Youth centre/ rec centre
- A well designed, well promoted trail system would attract prospective residents and give travelers another reason to stop here. Greenwood has an older population, and many homes could be end up empty if there is no specific draw to bring new energy to the city. Mountain Bikers and Dirt Bikers dream about having an affordable place to live with the sort of terrain that surrounds Greenwood. Build them trails and they will come here! Trails systems bring innumerable economic benefits including the jobs they directly create as well as jobs for the business that could grow peripherally. Mountain bikers love spending money on Food and Beverages, and some will need a place to stay for the night.
- As "the" place to retire (weather, skiing, low-costs, small homes...) it will need, due to lack of any police presence, a full-time Bylaw officer. Retirees, with choices and money, move to orderly communities.
- Choose a "theme" for Greenwood. Leavenworth, WA is committed to a Bavarian theme and people are always going there. Motels are solidly booked almost year-round. Greenwood should perhaps focus on a mining/late 1800's theme and have the downtown really embrace the idea.
- Seniors housing
- Do restoration on all city heritage buildings. Preserve all heritage sites. Create sustainable long term competitive wages, business/jobs. Create a trail/tour system to see communities. Mining/ruin sites.
- I would like to create jobs, maintain cleanliness, organization, and productivity.
- 1. Affordable housing - residential pocket neighbourhoods 2. Youth/teen drop-in centre or rec centre 3. I would look into available grants to. A upgrade our volunteer fire department building and equipment b. restoration and upkeep of our historical treasures (buildings, landmarks)
- Employment or business opportunities to vitalize community. A whisky or beverage factory.

- Walk and bicycle friendly with the ability to have multi-modal transit connecting it to other population centres. We need more public places where the public and visitors can interact other than the busy highway 3 corridor. Traffic calming needs to happen on North Kimberley We have in-migration to the region largely due to it's relative affordability, however housing is a huge issue for people who grew up here because they cannot afford property any longer. Housing should be built denser so that people don't feel like they should need a vehicle to get around. Solar panels should be widely used for electricity production. There will be more willingness for people helping other people since we can't rely on other people doing things for us as the community ages. It would be great to see multi-family residential development that could accommodate affordable and supportive housing. All land use and development planning should be done to minimize risks of climate change disasters – flood and fire in particular. Air quality needs to be improved with wood-stove replacements, alternatives to burning slash piles and backyard burning and increase awareness of idling of trucks and automobiles. We need to work towards growing tree cover- canopies to respond to the warming climate and reduce the amount of asphalt in our city. Water supply will be a problem with increasing drought years and there will need to be cooperation to conserve. Rainwater harvesting should be a consideration. The relationship of the West Boundary Community Forest to the City of Greenwood is suspect. Cumulative loss of forest cover in the region is a problem and a lot of the local recreation trails and area have been logged, leading to higher heat indices and are the areas actually going to grow back in our changing climate. The city depends too much on this income and it is unclear that the Council is able to manage it.

Is there anything else you want to share with us about your future dreams for Greenwood?

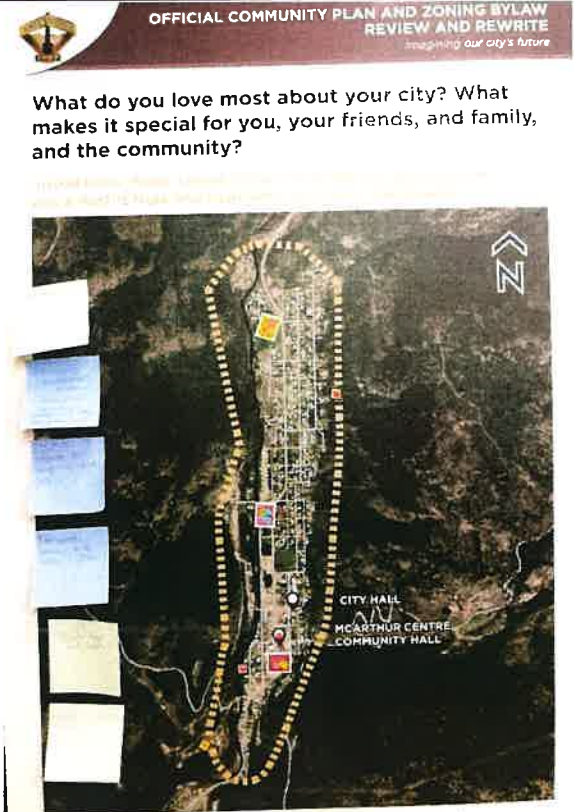
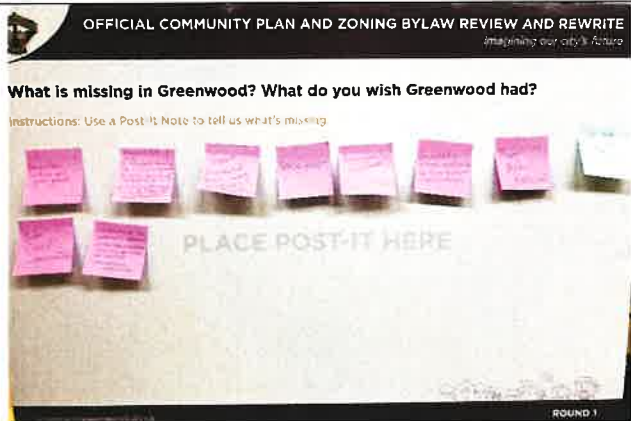
- Future dreams are only attainable through a desire to make these dreams become a reality. Hard work, an actual interest in the City, professional development, cooperation, and sincere good will.
- Pave the C&W and prohibit motor vehicles on it.
- That we all get counselling in effective communication and learn Roberts Rules so that we can actually have a respectful productive meeting and get on with growing this community.
- Recreation Centre, youth programs, mental health/ safe spaces.
- no.
- Explore why we keep losing CAO people.
- Would like to see the community come together as a whole and not have 'sides' on council. To have an effective communication to the residents
- Acknowledgement of First Nations and Colonialism. Founders Day, while being a wonderful celebration, can be very insulting to our indigenous community. Speaking with the Métis representative at Founders Day when I asked her how she felt about this celebration she said that reconciliation goes both ways, but the land had already been founded. Something to think about when focusing on updating Greenwoods image.
- Can't wait to make Greenwood my home
- Maintain our current drinking water system. No chlorination.
- I see Greenwood going in a sad direction if the population declines. It's so hard to find a job here and the business owners need more people to serve. Remote work changes the game for people looking for an affordable way to live a good life in Canada. If Greenwood can attract remote workers and promote the surrounding wilderness and recreational opportunities, the city could become a very desirable place to live and visit. Many towns in BC have shown that catering to mountain bikers (and the whole spectrum of outdoor enthusiasts) can create a boom. We're lucky to be located between two heavily visited areas and the target market is driving through here constantly. We just need to encourage more of them to stop more often, and for longer.
- Slowly, but surely, see any/all mobile homes replaced by small houses. Allow no mobile homes in the future.
- There needs to be transparency in all planning activities and respect for the input of citizens.
- I know we have a dwindling population so youth is a vital part of our future so... clean, organize and maintain the land if not we will suffer
- The Biggest thing is will there be a place for everyone in the future of Green or just some....
- It annoys me no end that people who obviously hate Greenwood (and life in general) live here and feel it is okay to run down our City, our community, our government. Focus on developing/maintaining the history and the claim of our city.
- I know that this is not what people are ready for but we need to be thinking about being climate resilient and climate ready for the future of Greenwood. I'm not interested in continuing to live in a community that is going to ignore this.

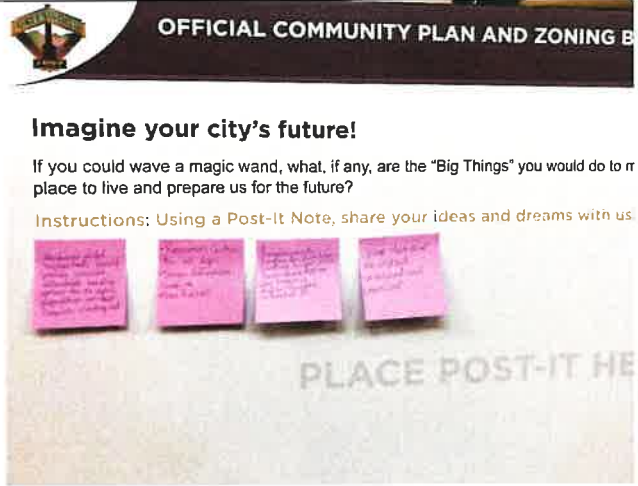
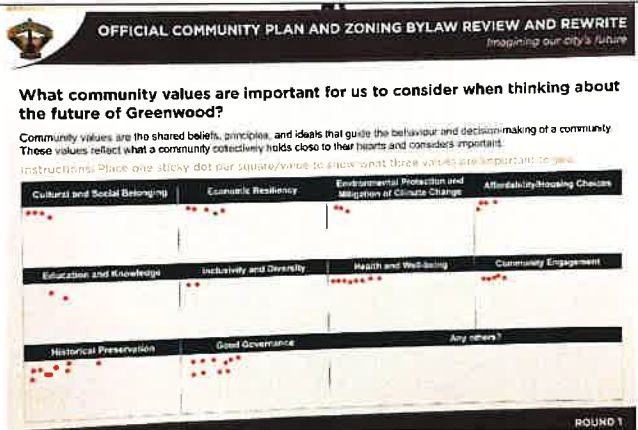
Do you have any questions for us about this project and process?

- Thank you for this online survey. I won't attend public discussions because of my disability.

- The project should always be a work in progress and changes will occur over time. The process of encouraging participation of the citizens is most important.
- What is your experience? Do you have examples of your work in developing these OCP's and how successful was that work?
- How frequently will there be opportunities for community discussion? Will there be working groups formed to help fulfill desired outcomes - i.e. neighbourhood associations?
- Will a collated summary of this project be available for public viewing?
- No
- No
- No
- No not at this point
- What provision are being put in place to preserve historical buildings/culture. Are we putting long term building requirements as a heritage theme? Are we choosing any housing rules to allow for infill suites, basement rentals?

## Appendix B: Open House Feedback

Verbatim Feedback	Image of Feedback activity
<ul style="list-style-type: none"> <li>• Greenwood Public Library               <ul style="list-style-type: none"> <li>- Youth Programs</li> <li>- Free Services</li> <li>- Continued Learning Opportunities</li> </ul> </li> <li>• Greenwood Elementary School               <ul style="list-style-type: none"> <li>- Strong Start</li> <li>- Socializing opportunity for young families</li> </ul> </li> <li>• City Park because it brings my child joy</li> <li>• The creek because of nature and wildlife</li> <li>• People help each other Friendly, welcoming, care about the community</li> </ul>	 <p><b>OFFICIAL COMMUNITY PLAN AND ZONING BYLAW REVIEW AND REWRITE</b> <i>imagining our city's future</i></p> <p><b>What do you love most about your city? What makes it special for you, your friends, and family, and the community?</b></p> <p><small>11/16/2016 10:00 AM - 11/16/2016 11:00 AM www.greenwoodcity.ca/2016/11/16/10:00am-11:00am</small></p> <p>CITY HALL MCARTHUR CENTRE COMMUNITY HALL</p>
<ul style="list-style-type: none"> <li>• Recreation centres and youth groups</li> <li>• Greenwood lacks three things: Affordable housing for rent or purchase; steady year-round work/business/jobs; Significant things for youth/teens to occupy themselves</li> <li>• Prevent Greenwood from becoming a ghost town</li> <li>• Employment</li> <li>• Business causing employment</li> <li>• Employment or business opportunities esp. for young people to serve communities</li> </ul>	 <p><b>OFFICIAL COMMUNITY PLAN AND ZONING BYLAW REVIEW AND REWRITE</b> <i>imagining our city's future</i></p> <p><b>What is missing in Greenwood? What do you wish Greenwood had?</b></p> <p><small>Instructions: Use a Post-It Note to tell us what's missing</small></p> <p>PLACE POST-IT HERE</p> <p><small>ROUND 1</small></p>

Verbatim Feedback	Image of Feedback activity
<ul style="list-style-type: none"> <li>• Proper bylaw enforcement</li> <li>• Use plain language in the zoning bylaw</li> <li>• Better council communication</li> <li>• Opportunities for community growth</li> <li>• Affordable housing</li> <li>• Available buildings for services</li> <li>• Recreational opportunities</li> </ul>	
<ul style="list-style-type: none"> <li>• Residential pocket neighbourhoods would provide inclusive, affordable housing for an aging population or new families starting out</li> <li>• Recreation centres for all ages</li> <li>• Senior/affordable housing</li> <li>• New firehall</li> <li>• Employment bringing in families creating a larger tax base more monies for bettering infrastructure, recreation etc.</li> </ul>	
<ul style="list-style-type: none"> <li>• Cultural and Social Belonging (4 responses)</li> <li>• Economic Resiliency (5 responses)</li> <li>• Environmental Protection and Mitigation of Climate Change (3 responses)</li> <li>• Affordability/Housing Choices (4 responses)</li> <li>• Education and Knowledge (2 responses)</li> <li>• Inclusivity and Diversity (3 responses)</li> <li>• Health and Wellbeing (8 responses)</li> <li>• Community Engagement and Participation</li> </ul>	



Verbatim Feedback	Image of Feedback activity
<p>(5 responses)</p> <ul style="list-style-type: none"><li>• Historical Preservation (9 responses)</li><li>• Good Governance (10 responses)</li></ul>	



Background Report  
City of Greenwood OCP and ZB Update

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## Background Report City of Greenwood OCP and ZB Update

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## 1.0 INTRODUCTION

### 1.1 Project Overview

The City of Greenwood is undertaking a comprehensive review and re-write of its Official Community Plan (OCP) and Zoning Bylaw (ZB). They are two of the most important planning documents in a municipality. The current OCP and ZB were adopted in 1996 and 1997, respectively, with multiple amendments over the years. It is best practice to review these documents every 5-10 years to ensure they remain current. A lot has changed over the past 20+ years, including emerging trends, changes to provincial legislation, and potential changes to community values. This review and re-write is intended to create a fresh OCP and ZB that reflect the needs of the community and provides a framework to guide future land use planning decisions.

### 1.2 Legislative Requirements

Council may by bylaw develop an OCP which sets the long-term vision for the community. It is not required, but where an OCP is in place all bylaws enacted and related work must be consistent with the OCP. The *Local Government Act (LGA)* defines mandatory items that must be included in an OCP. There are also opportunities to include optional policy statements such as those related to social development. Development permit areas can also be designated in an OCP. A development permit area defines locations that may require special treatment or consideration and would require a development permit for future development. They are often used for environmental protection, or setting objectives for built form and character, or revitalization of specific commercial areas.

The ZB is used to implement the land use vision for the community. It regulates the use of land, buildings, and structures on parcels. The *LGA* also defines what a Zoning Bylaw may regulate and can include the use and density of land, the siting and size of uses, location of uses on land, parcel sizes, and make provisions for different uses within zones.

The following table provides a high-level summary of what the OCP and ZB should contain. The more detailed requirements can be viewed in the *LGA*.

Table 1.1: LGA Requirements

An OCP must address:	A ZB may:
<ul style="list-style-type: none"> <li>Residential development required to meet anticipated housing needs over a period of at least five years</li> <li>Present and proposed commercial, industrial, institutional, agricultural, recreational, and public utility land uses</li> <li>Present and proposed public facilities, including schools, parks and waste treatment and disposal sites</li> <li>Sand and gravel deposits that are suitable for future sand and gravel extraction</li> <li>Phasing of any major road, sewer, and water systems</li> </ul>	<ul style="list-style-type: none"> <li>Regulate the following within a zone               <ul style="list-style-type: none"> <li>the use of land, buildings and other structures</li> <li>the density of the use of land, buildings and other structures</li> <li>the siting, size and dimensions and uses that are permitted</li> <li>the location of uses on the land and within buildings</li> </ul> </li> <li>Regulate the shape, dimensions, and area, including the establishment of minimum and maximum sizes, of all parcels of land that may be created by subdivision</li> </ul>



## Background Report City of Greenwood OCP and ZB Update

### An OCP must address:

- Restrictions on the use of land that is subject to hazardous conditions or that is environmentally sensitive to development
- Housing policies for affordable housing, rental housing, and special needs housing
- Targets for the reduction of greenhouse gas emissions and policies to achieve these targets

### A ZB may:

- Make different provisions for one or more of the following
  - different zones; different uses within a zone; different locations within a zone, different standards of works and services provided, different siting circumstances, different protected heritage properties

## 2023 Legislative Changes

In the fall of 2023, the BC government made several legislative changes to facilitate the development of new housing across the province. A few of the key changes are noted below

- **Bill 35 (Short-Term Rental Accommodations Act)** provides new rules that strengthens a municipality's ability to enforce regulations, restricts short-term rentals to principal residents and either a secondary suite or accessory dwelling unit (ADU), and establishes a new role in regulation for the province
  - Bill 35 would not apply to Greenwood as the municipality is under a population of 10,000 residents and is not located within 15 km of a larger municipality
- **Bill 44 (Housing Statutes (Residential Development) Amendment Act)** provides new requirements for local governments to revise their zoning bylaws to allow either a minimum of one secondary suite (or detached accessory dwelling unit), a minimum of three to four dwelling units, or a minimum of six dwelling units in locations that have access to frequent transit service. Additional site standards have also been developed to help builders move forward with new housing projects
  - Because of Greenwood's population and location, a minimum of one secondary suite and/or one detached accessory dwelling unit must be permitted in zones that are currently designed for single detached or duplex housing only (where provincial water and sewer servicing requirements are met). Additionally, amendments have been made to a local government's public hearing process. Public Hearings cannot be held by a local government if the proposed zoning amendment is consistent with the OCP, this means that community engagement and involvement in the OCP and ZB process is especially important
- **Bill 47 (Housing Statutes (Transit-Oriented) Amendment Act)** provides requirements for some neighbourhoods to be developed at a higher density due to being located in a transit-oriented development (TOD) area
  - This does not apply to Greenwood as no city neighbourhoods are in a TOD area



## Background Report City of Greenwood OCP and ZB Update

### 1.3 Report Purpose

The purpose of this report is to understand current strengths, gaps, and future opportunities to support the review and re-write of the City's OCP and ZB. This report provides a summary of an overview of the community profile of Greenwood, a preliminary analysis of the current OCP and ZB, a best and promising practices review of trends and considerations other municipalities are implementing through their OCPs and ZBs, and high-level themes that emerged from the first round of engagement.

This report will provide context and direction for the next steps of the process, which include setting a vision and establishing the framework for the updates to the two documents. The report is organized by the following sections:

- Section 2 – Community Profile**
- Section 3 – Existing OCP and ZB Review**
- Section 4 – Best and Promising Practices Review**
- Section 5 – Advisory Committee Themes**
- Section 6 – Community Engagement Themes**
- Section 7 – Next Steps**



## 2.0 COMMUNITY PROFILE<sup>1</sup>



### HISTORIC POPULATION GROWTH

Over the last 20 years (between 2001-2021), Greenwood's population has not seen a significant amount of growth, only increasing by 5% or an average annual growth rate of 0.2%. Since 2001, Greenwood's population has increased overall, but the population has fluctuated over the years with slight declines in population size in 2006 and 2016. In 2021, the population was 702 residents which was an increase of 37 residents from 2016.

Figure 2.1: Historic Population Growth, City of Greenwood, 2001-2021



Source: Statistics Canada, Census, 2001-2021



### ANTICIPATED POPULATION GROWTH

Understanding how Greenwood is anticipated to grow over the next 20 years is important to help shape the vision and policies of the OCP and ZB. BC Stats creates population projections for municipalities across the province. A Component/Cohort-Survival method is used to project the anticipated population which means the population "grows" from the latest base year estimate by forecasting births, deaths, and migration by age. The anticipated population growth forecasts are based on past trends modified to account for possible future changes.<sup>2</sup>

**Commented [CL1]:** The HNA shows a decline. Need confirmation from Council and Admin they're comfortable using the BC stats projections that show an increase

**Commented [CL2R1]:** The HNA will need to be updated (as per provincial legislative changes); will use that updated report to inform anticipated population growth and housing needs

Based on population forecasts created by BC Stats, the City of Greenwood is estimated to grow to approximately 886 residents by 2045, a growth rate of 26.2% or average annual growth rate of 1.1% (from 2021) which is an anticipated increase of an additional 184 residents. The population projections prepared as part of the Regional District of Kootenay Boundary (RDKB) Housing Needs Report (2020) were also reviewed. The RDKB anticipated a population decline of approximately 112 residents by 2031. These estimates were prepared in the early stages of the COVID-19 pandemic when pandemic impacts were not well known.

<sup>1</sup> Unless otherwise noted, data referenced in this section is sourced from the 2021 Statistics Canada Census.

<sup>2</sup> Population projections are only an estimate of anticipated growth based on numerous assumptions and historical trends. These can vary based on assumptions used to estimate and change over the years due to municipal decisions on future land use, market demand, economic trends and viability, as well as other external factors.





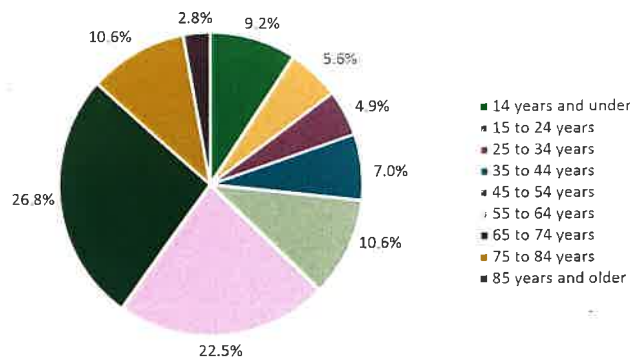
## Background Report City of Greenwood OCP and ZB Update



### AGE

In 2021, the median age of Greenwood's population was 61.6 with just over 40% of the population aged 65 years or older and 23% of the population aged 55-64 years old. This indicates an aging population.

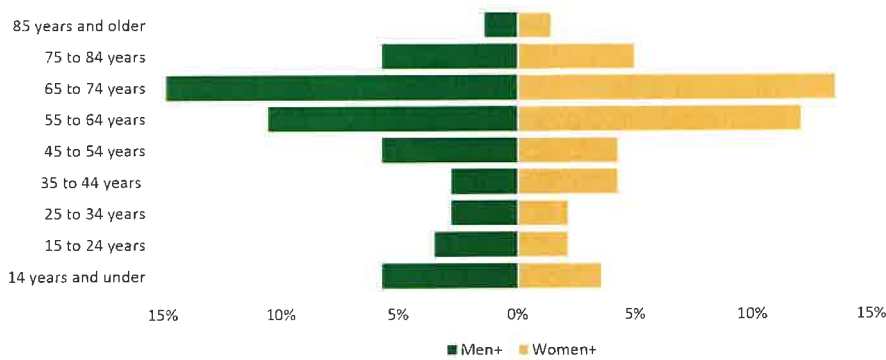
Figure 2.2 Age Group Distribution, City of Greenwood, 2021



Source: Statistics Canada, Census, 2021

In 2021, there were slightly more residents identifying as men (53.2%) than women (46.1%). Additionally, it is important to note that because the non-binary population is small, the data has been aggregated into a two-category gender variable to protect the confidentiality of responses provided. Those who identified as non-binary are distributed into the two categories and are denoted by the "+" symbol.

Figure 2.3 Age Cohort by Gender, City of Greenwood, 2021



Source: Statistics Canada, Census, 2021



## Background Report City of Greenwood OCP and ZB Update



### HOUSEHOLD INCOME<sup>3</sup>

The median household income in 2021 in Greenwood was \$47,600 before tax



### HOUSEHOLDS

In 2021, the average household size in Greenwood was 1.9, and households are primarily 1- and 2- person households (84% or 375 households)

In 2021, 88% (330) of households were owner households, while 12% (45) were renter households



### CORE HOUSING NEED

In 2021, close to a quarter of households were living in unacceptable housing. 12% of households spent 30% or more of their income on shelter costs, 9.3% of homes were in need of major repairs, and overall, 21% of households were in core housing need.



### HOUSING FORM

In 2021, single-detached (73%) was the most common form of housing, followed by movable dwellings (19%). In 2021, 68% of homes in Greenwood had 2- or 3-bedrooms and most (80%) of homes were built in 1990 or earlier.



### HOUSING NEED

Findings from the 2020 Housing Needs Report indicate that older adults, youth and young adults, residents experiencing homelessness, and residents with mental health issues and substance use issues have the greatest challenge in finding and affording housing. Engagement conducted as part of that study indicates a desire for more housing options, including affordable and accessible seniors-oriented housing and rental housing for singles and couples.

<sup>3</sup> Statistics Canada defines a household as a person or group of persons who occupy the same dwelling and do not have a usual place of residence elsewhere in Canada or abroad. The dwelling may be either a collective dwelling or a private dwelling. The household may consist of a family group such as a census family, of two or more families sharing a dwelling, of a group of unrelated persons or of a person living alone.



## EXISTING OCP AND ZB REVIEW

The following section describes the core areas that will be the focus of the review and re-write based on a preliminary review of the OCP and ZB. Additional areas may be reviewed as they emerge through conversations with Council, Administration, and the community.

### 3.1 Official Community Plan Preliminary Analysis

In the preliminary review of the current OCP, several areas were identified for additional consideration through this review and re-write:

- 1. Reformat Document.** OCPs are intended to be visionary documents that describe the future aspirations of a community. Through this process there is opportunity to increase the visual appeal of the OCP and re-format the structure so that it is more engaging and user-friendly.
- 2. Alignment with Current Policy Direction and Legislation.** Part of the review and update of the OCP will include confirming current policy direction is still accurate and reflects existing City policy direction and bylaws. In the current OCP, several policies, bylaws, and programs are noted and need to be reviewed to confirm they are still accurate, are in progress, or no longer exist. There is also different provincial legislation in place that differs from what was in place at the time the current OCP was adopted, including recently released changes. Those changes need to be reflected in the OCP as well. For example, provincial legislation requires OCPs to include targets for the reduction of greenhouse gas emissions and reflect the findings from the Housing Needs Assessment, including anticipated housing density.
- 3. Re-define the OCP Framework.** Many of the current policies in the City's OCP are structured around identification of issues with corresponding policies to address, some of which are very specific and may not necessarily be most appropriate to address in the OCP, but rather through a separate bylaw or policy (e.g., vacant serviced lots and property maintenance). There is also no unifying vision under which the OCP goals can be set. As part of re-defining the framework of the OCP, we can explore how best to structure the OCP content through a vision, guiding principles, and goals, that are then achieved through implementation of the policies.
- 4. Land Use Best Practices.** The land use designations and associated policies will be reviewed in detail to confirm they reflect planning best practices and meet the needs and aspirations of the community. For example, a residential housing objective in the current OCP is to maintain the dominance of single detached dwellings in Greenwood; however, the findings of the City's Housing Needs Assessment need to be reflected in the OCP to ensure housing options that meet the current and future needs of residents are available.
- 5. Downtown Development Permit Area.** Given the importance of the identity, heritage character, and economic value the downtown provides to Greenwood, a Development Permit Area is currently in effect for the downtown area to support investment and improvements to buildings, facades, and streetscapes. The Downtown DPA will likely continue with updated policy direction based on input from Council, Administration, and the community on what has been working and where improvements could be made.
- 6. Servicing Expectations.** At the time the current OCP was adopted the servicing standards and expectations likely different from the current realities of what servicing is in place today. We will work with Council and Administration to confirm those expectations and desired standards for new development and redevelopment opportunities.



## 3.2 Zoning Bylaw Preliminary Analysis

### 3.2.1 General Formatting/Document Improvements

To increase accessibility and clarity of the document, the following general improvements could be made to the ZB

1. **Consolidate and Reformat Document.** With the Bylaw is currently only at ~40 pages in length (excluding maps), ZB content could be consolidated, reformatted, and visuals added to improve readability, interpretation, and user-friendliness
2. **Hyperlink and adding the Table of Contents.** There is currently no TOC in the ZB. Adding a TOC and hyperlinks to the TOC, and within the document itself, will improve functionality and accessibility of the document.
3. **Policy Alignment.** As the ZB is the primary tool to implement the City's statutory plans and other Bylaws, effort will be made to align new content with existing policy direction, as appropriate. Particular attention will be paid to ensure the ZB aligns with the OCP directions and the LGA.
4. **Modernize Language.** The current ZB uses some language that could be updated and modernized to reflect current best practices. For example, removing unnecessary gendered language, opting for the term single-detached housing over single-family housing, and clarifying the terms mobile home and manufactured home.
5. **Mapping Updates.** Ensure there is an up-to-date map that includes the current zoning designations for all parcels in Greenwood.

### 3.2.2 Administrative Provisions

The administrative provisions of the ZB relate to all matters associated with administering the Bylaw itself (jurisdiction, authorities (agencies), bylaw enforcement & bylaw amendment content). We will complete a holistic review of "Part Two Administration" to ensure the process and regulations related to administering the Bylaw are clear and that there are no gaps that leave decisions open to interpretation.

### 3.2.3 Regulations/Standards

In a ZB there are regulations/standards content that is applicable to development in all zones, usually defined as General Regulations, and specific uses and activities that can be found in different zones that are usually grouped under Specific Use Regulations. The current ZB has all regulations grouped under "Part Three General Provisions". Through this review and re-write, there is an opportunity to organize the regulations in a more logical manner. The following core areas have been initially identified for review:

1. **Group General Regulation Content Thematically.** To increase readability, general regulations can be reorganized thematically as shown below:
  - Buildings & Structures
  - Parcels & Setbacks
  - Landscaping & Grading
  - Parking & Loading
  - Signage
2. **Reorganize Specific Use Regulation Content.** Specific use regulations where applicable are currently included under the General Provisions and/or included in each specific zone. To increase



## Background Report City of Greenwood OCP and ZB Update

readability specific use regulations for all zones can be combined into one section and reorganized by use/activity

3. **Reformat Signage Content.** Currently, there are only regulations related to Freestanding Signs in the ZB. Signage will be reviewed to determine whether updates are needed and/or the City prefers to remove signage from the ZB and use a separate bylaw to regulate.
4. **Parking and Loading Content.** Parking and loading requirements will be reviewed to ensure they align with current industry best practices.

### 3.2.4 Zones

The division of land into zones is at the core of the intent behind preparing a ZB. A review of zones is significant as it ensures that they are properly structured and the standards within the zones are reflective of municipal policy and sound development practices, are logically constructed, and do not duplicate each other.

1. **Review Current Zones for Consolidation Opportunities.** There are currently 5 Residential, 4 Commercial, 2 Industrial, 1 Public/Institutional, 1 Parks and Recreational, and 1 Rural zone in the ZB. There are likely opportunities for consolidation of some Residential and Commercial zones to improve clarity and usability of the ZB. We will discuss this further with Administration to understand the any specific challenges/opportunities with the current zones, and in particular, zones identified with "A".
2. **Review the List of Permitted Uses in All Zones.** We will complete a review of uses in all zones to ensure that uses that make sense and are compatible are permitted in the zone. We will also explore whether breaking uses into principal and accessory uses might be needed.
3. **Reformat Zone Content.** The current zones range from 1-3 pages in length and there are opportunities to format how the content is presented by removing any redundant information, condensing content, and presenting it in a clear tabular format to improve readability.
4. **Siting/Density Requirements.** Trends in housing desires, market demand, and development approaches have changed over the years and the siting and density requirements in the current zones may no longer be desired or are creating unnecessary barriers to develop certain types of uses. These will all be reviewed to ensure they are consistent with current industry best practices and market demand.

### 3.2.5 Definitions

Definitions are the backbone of the bylaw. They provide context for frequently used words and terms and importantly frame the uses which may be permitted (principal or accessory) uses in each zone.

1. **Revisit Definitions.** A lot has changed in the 20 years since the current ZB was comprehensively updated. We will review the current definitions further and remove or update any that are not relevant today and add any emerging uses that may be needed in the future. Additionally, we will add/update definitions to reflect the intent of OCP policies, such as clearly defining affordable housing so that there is consistency between the two documents.
2. **Group Like Uses into One Defined Use.** Uses that are similar in nature can be grouped together to reduce the overall number of uses within the ZB. We will review the ZB to identify opportunities for potential consolidation.



## 4.0 BEST AND PROMISING PRACTICES REVIEW

Best practices research included a review of OCPs and ZBs from other municipalities primarily in British Columbia. This review will provide context and guidance in the development of Greenwood's new OCP and Zoning Bylaw. General themes and topic areas were identified based on initial understanding of local concerns and opportunities. As new themes emerge through the engagement process, additional research will be completed, if and as required, to provide a better understanding of how the various topics are addressed in other communities.

### 4.1 Municipal Plans Reviewed

Municipalities who had recently completed updates to their OCPs and ZBs were purposely selected so that key findings from this review were most reflective of emerging trends.

#### 4.1.1 Official Community Plans

- [City of Courtenay Official Community Plan \(2022\)](#)
- [City of Grand Forks Official Community Plan \(2022\)](#)
- [Village of Keremeos Official Community Plan \(2021\)](#)
- [Village of Nakusp Official Community Plan \(2021\)](#)
- [City of Rossland Official Community Plan \(2022\)](#)

#### 4.1.2 Zoning Bylaws

- [City of Grand Forks Zoning Bylaw \(2018\)](#)
- [Village of Carmacks \(2022\)](#)
- [Village of Keremeos Zoning Bylaw \(2021\)](#)
- [Village of Nakusp Zoning Bylaw \(2023\) \(Draft\)](#)

### 4.2 Best Practices Review Findings

#### 4.2.1 Official Community Plan Best Practices Review

The summary of key considerations from the review of OCP best practices is organized by key themes.

##### FORMAT OF OCP DOCUMENTS

The majority of OCPs reviewed were organized in a similar manner, beginning with an outline of how to navigate the OCP document, the vision and goals for the OCP, and a community profile or demographics of the municipality. In all OCPs reviewed, policies are organized into themes or topic areas. Common topic areas include transportation, parks and recreation, environment, housing, economy, arts and culture, and infrastructure.

The Village of Nakusp's OCP is organized in a clear manner, formatted with the following sections:

- Welcome to Nakusp
- Growth Strategy
- Land Use Policies



## Background Report City of Greenwood OCP and ZB Update

- Development Permit Areas
- Energy and Greenhouse Gas Emissions
- Implementation Plan
- OCP Maps

The City of Rossland's OCP is also formatted in a clear manner, but its policies are organized based on the OCP goals. The document is organized with the following sections:

- Plan Overview
- OCP Process and Engagement
- Context
- Land Use and Development
- Goals and Policies
- Development Permit Areas
- Implementation and Monitoring
- Glossary


Organizing OCP policy sections by the goals of the OCP is useful for readers, as it grounds each section and its policies with a purpose.

### DESIGN OF OCP DOCUMENTS

It is important to balance creating a well-designed OCP with a graphic theme throughout the document with ensuring that the document is clear, concise, and simple. The City of Rossland's OCP has a good balance of design elements, images, and clear policy.

GOAL: AGE FRIENDLY AND ACCESSIBLE

## GOAL



In all aspects of community life, the inclusive participation of all citizens, with diverse means, needs, ages, and abilities are supported.

POLICIES

- 11.1.1 Encourage a rich and diverse mix of options in development to (re)invigorate vibrant neighborhoods.
- 11.1.2 Allow flexible, adaptable uses, on-street parking, maintenance and other support services to allow services to stay in the neighborhood.
- 11.1.3 Design and maintain facilities (public spaces, signage, streetscape, infrastructure program) and services that are usable, available and inclusive of all ages, incomes and abilities, including but not limited to services people with diverse abilities (e.g. OVI), including on, beside and through use of local services and corporate facilities.
- 11.1.4 Encourage strategies to retain and attract healthcare providers and facilities in Rossland.
- 11.1.5 Establish strategies and work with partners to provide convenient transportation across the city population.
- 11.1.6 Work with private, non-profit and public organizations to create, maintain and improve of services.
- 11.1.7 Collaborate with neighboring jurisdictions and existing seniors organizations to develop and implement and activate for a local and seniors services network, replicating the Youth Action Network model.

DID YOU KNOW?

An age-friendly community is one where older adults can "age actively" – that is, to live in security, enjoy good health, and continue to participate fully in society. Rossland's Age-Friendly Plan (2018) provides an overview of Rossland's age-friendliness and maps out an action plan for improving the City's age-friendliness into the future.

Figure 4.1: Example of the City of Rossland OCP's Design Elements



## Background Report City of Greenwood OCP and ZB Update

### HOUSING

The City of Rossland has a number of strategies in their OCP to increase the provision of housing. Compact development, affordability, and diversity of housing are prioritized within the OCP housing goals. Specific policies of note include:

- 7.3.2 *Support the housing needs of the aging population and those with disabilities through universal design principles and standards for accessible units and establishing a minimum proportion of accessible units in multifamily projects in the Zoning Bylaw.*
- 7.4.3 *Amend the Zoning Bylaw to allow small-lot single-family, secondary suites and detached carriage homes and duplexes anywhere in Rossland.*
- 7.4.4 *Continue to support the conversion of existing larger single-family homes into multiple unit buildings.*

The City of Grand Forks' OCP has identified the following targets related to affordable housing:

- Achieve a rental vacancy rate of 1.5% or greater;
- Add a minimum of 10 new rental units per year to the inventory in the City, and
- Achieve 50% of new housing starts as attached housing types.

Policies created to help meet these targets include support for the creation of an Affordable Housing Strategy, identification of City-owned land to make available for affordable housing developments, and tax exemptions or waiving of development fees for affordable housing projects.

### ENVIRONMENTAL PROTECTION/PRESERVATION

All OCPs reviewed had references to environmental protection in some way and had Development Permit Areas specifically created to support environmental preservation.

Natural Environment is one of the four Guiding Principles in the City of Rossland's OCP. Environmental policies are grouped into five sub-categories of Environment and Resilience to Natural Hazards: Natural Hazards and Constraints, Protect and Enhance Environmental Assets, Wildlife Habitat and Managing Wildlife, Water Resource Management and Resource Management. Policies of note include:

- 5.2.3 *Encourage cluster development to allow the protection of natural features on the site, to minimize the on-site footprint of the development and to minimize road lengths.*
- 5.2.6 *Identify environmentally sensitive areas and riparian areas and protect them through application of the Environmental and Riparian Development Permit Guidelines.*
- 5.2.22 *Consult and work in collaboration with Sinixt Peoples and incorporate Sinixt traditional ecological knowledge into decision making.*





## Background Report City of Greenwood OCP and ZB Update

### CLIMATE CHANGE

The City of Courtenay has a strong theme of sustainability throughout their OCP, with Climate Action being one of the four Cardinal Directions which guide the OCP. The City has committed to a 45% reduction in community-wide GHG emissions (from 2016 level) by 2030 and net-zero emissions by 2050. The City's approach to reducing carbon footprint includes the following steps:

1. Avoid or reduce energy consumption,
2. Retrofit, and
3. Generate renewable energy

The order of the above approach is important, because by taking the first step of avoiding or reducing energy consumption, the City will reduce the demand for steps two (retrofit) and three (generate renewable energy).

Policies related to sustainability and reduction of carbon footprint are included throughout most topic areas in the OCP, with a focus on increasing active modes of transportation, reducing car dependency, ensuring development does not impact environmentally sensitive areas, and facilitating the development of green infrastructure. Specific policies of note include:

- ST 16 *Amend off-street parking requirements in the Zoning Bylaw to consider:*
- a) *Vehicle parking maximums that reflect modal split targets;*
  - b) *Reduced vehicle parking space requirements in all land uses, including no parking requirements in some areas;*
  - c) *Vehicular parking spaces be equipped with energized outlets, with a percentage being capable of providing Level 2 charging (208/204V) for all land uses;*
  - d) *Electric bike charging infrastructure for all land uses with consideration provided to enhanced security measures;*
  - e) *Short- and long-term bicycle parking for all land uses with consideration provided to enhanced security measures;*
  - f) *Car share parking;*
  - g) *Community amenities as part of parking variance applications; and*
  - h) *Cash-in-lieu options*
- BL 5 *Require that new buildings subject to or developed as a result of rezoning achieve low-GHG emissions as a condition of rezoning, defined as achieving a greenhouse gas intensity limit of 3kg/m<sup>2</sup>/year for primary heat and hot water.*
- BL 17 *Conduct a portfolio-wide energy audit and develop a retrofitting plan for all municipally owned buildings, in alignment with asset management and strategic financial plans. Review the retrofitting plan every five years to evaluate progress and make necessary adjustments to meet high energy efficiency and net-zero emissions targets.*



## Background Report City of Greenwood OCP and ZB Update

### ECONOMIC DEVELOPMENT

The City of Rosland has several policies in their OCP to support local economic development. Policies related to economic development are split into sections including Community Economic Development, General Commercial Lands, Downtown Core Gateway Commercial, Mixed-Use, Resort Commercial, and Industrial Land. Policies are generally focused on diversifying the local economy, discouraging big-box commercial development, development of commercial and mixed-use nodes, and supporting the tourism industry.

### HERITAGE/CHARACTER

The City of Grand Forks was the only OCP reviewed with a distinct policy section specific to Heritage and Character. The intent of these policies is to preserve the heritage character in designated areas of the City and encourage the maintenance of heritage buildings and structures. The OCP includes a map which shows historically identified heritage properties, each with a heritage score of 0-100. Some of the specific policies include:

- 6.6.1 *Construct and install heritage signage through the Wayfinding Strategy*
- 6.6.3 *Support the update of the historical inventory of heritage properties*
- 6.6.5 *Encourage the adaptive reuse of properties in the defined Heritage Corridor, to include a mixture of uses such as residential, commercial, tourist commercial, and institutional*

The City of Courtenay's OCP has a policy section for Arts, Culture, and Heritage, and has similar objectives to the City of Grand Forks, but additionally outlines the importance of preserving areas of cultural significance for local First Nations groups. Policies of note include:

- ACH 12 *Collaborate with K'ómoks First Nation to conserve, promote, and build appreciation for local archaeological sites, heritage assets, and other cultural interests in coordination with their long-term planning policies such as K'ómoks First Nation's Comprehensive Community Plan policies and the Community Action Plan*
- ACH 13 *Ensure enhanced protection of archaeological sites and places of cultural significance. This includes supporting the K'ómoks First Nation in obtaining information requirements to fulfill their Cultural Heritage Policy and Cultural Heritage Investigation Permits when applicable*

### MOBILITY

The majority of OCPs reviewed had a specific policy section on transportation or mobility. Rosland's OCP section on Local, Regional and Active Transportation supports a safe, accessible, and active transportation system. Many of the policies in this section are focused on reducing the climate impacts of transportation in the City, including policies related to investment in active, transit, electric, and shared transportation options. Additionally, Rosland's OCP has a significant number of policies related to safety for pedestrians, cyclists, and drivers.

The Village of Nakusp's OCP has a focus on supporting active transportation development. Cul-de-sacs are discouraged in new developments to ensure that there are connections between neighbourhoods for active-transportation methods. Complete streets are encouraged for new developments, including sidewalks, on-street parking areas, on- or off- street bike lanes, multi-use pathways, and accessible design elements.



## Background Report City of Greenwood OCP and ZB Update

### 4.2.2 Zoning Bylaw Best Practices Review

#### FORMAT OF ZB DOCUMENTS

Zoning Bylaws reviewed ranged in size from 46 pages in the Village of Midway to 84 pages in the Village of Keremeos

The number of Zones in each Zoning Bylaw reviewed are outlined in the table below

Zones	Grand Forks	Carmacks	Keremeos	Nakusp	Greenwood
Residential	9	2	7	5	5
Commercial	5	2	4	5	4
Industrial	4	2	2	2	2
Other	3	4	3	4	3
<b>Total</b>	<b>21</b>	<b>10</b>	<b>16</b>	<b>16</b>	

#### REVIEW OF SPECIFIC TOPIC AREAS

The following table provides a summary of policy directions across a range of topic areas

Topic Area	Grand Forks	Carmacks	Keremeos	Nakusp
<b>Secondary Suites/Laneway Suites</b>	<ul style="list-style-type: none"> <li>▪ Secondary suites (internal) are permitted on every parcel where a single-family dwelling is permitted</li> <li>▪ No more than one secondary suite (internal) is permitted on one parcel</li> <li>▪ Garden suites (external) are permitted in a small number of Zones</li> </ul>	<ul style="list-style-type: none"> <li>• External Secondary suites are listed as a Secondary Accessory Use in all Residential, Commercial, and Industrial zones</li> <li>• No more than one secondary suite is permitted on one parcel</li> </ul>	<ul style="list-style-type: none"> <li>• Secondary suites must be inside the principal dwelling</li> </ul>	<ul style="list-style-type: none"> <li>• Secondary suites are defined as Accessory Dwelling, Attached, and Accessory Dwelling, Detached</li> <li>• Accessory Dwellings (Attached and Detached) are permitted in most residential and mixed-use zones</li> </ul>



## Background Report City of Greenwood OCP and ZB Update

Topic Area	Grand Forks	Carmacks	Keremeos	Nakusp
<b>Housing Diversity</b>	<ul style="list-style-type: none"> <li>All residential zones only allow one or two types of dwellings together - not a lot of flexibility within each zone for a range of housing options</li> <li>Seniors homes, multi-family dwellings, and manufactured homes have specified zones</li> <li>Three zones allow for multi-family dwellings (above 3 units)</li> </ul>	<ul style="list-style-type: none"> <li>Identifies minimum lot size</li> <li>Identifies maximum lot coverage</li> <li>There are only two residential zones – Urban Residential (UR) and Country Residential (CR)</li> <li>UR permits single family and duplex dwellings</li> <li>CR permits single family, duplex, and multiple-family dwellings</li> <li>Multiple-family dwellings are also permitted in the Commercial and Village Hub Zones</li> </ul>	<ul style="list-style-type: none"> <li>There is a specific district for manufactured homes</li> <li>Identifies minimum lot size</li> <li>Identifies maximum lot coverage</li> <li>Residential Zones are separated into low-density and high-density zones</li> <li>Low-density zones only permit single family and duplex dwellings</li> <li>Dwellings with three or more units are only permitted in the Medium Density Residential Zone</li> </ul>	<ul style="list-style-type: none"> <li>There is a specific district for manufactured homes</li> <li>Identifies minimum lot size</li> <li>Identifies maximum lot coverage</li> <li>Multi-unit dwellings are only permitted in the Multiple Unit Residential Zone, Neighbourhood Mixed-Use Zone, and Lakeshore Development</li> <li>In Zones where multi-unit dwellings are permitted, single-detached dwellings are also permitted</li> </ul>
<b>Highway Commercial Development</b>	<ul style="list-style-type: none"> <li>Includes Highway Commercial and Tourist Commercial Zones</li> <li>Allows for residential in commercial buildings, but no more than 50%</li> </ul>	<ul style="list-style-type: none"> <li>One primary Commercial Zone for a mix of uses including highway commercial and multi-family residential</li> </ul>	<ul style="list-style-type: none"> <li>Highway Commercial and Service Commercial Zones</li> <li>Dwellings are accessory uses</li> <li>Dwellings to be located at rear of ground floor or above first storey</li> </ul>	<ul style="list-style-type: none"> <li>Includes Highway Commercial</li> <li>Dwellings to be above, below or to rear of principal use</li> <li>Max 50% of gross floor area of principal use at ground level</li> </ul>



## Background Report City of Greenwood OCP and ZB Update

Topic Area	Grand Forks	Carmacks	Keremeos	Nakusp
Home Based Businesses	<ul style="list-style-type: none"> <li>Home based businesses are separated into Home Occupations and Home Industries</li> <li>Home Occupations may employ two non-resident employees</li> <li>Home Industries may employ four non-resident employees</li> <li>Home Industries may include outdoor storage, which Home Occupations may not</li> </ul>	<ul style="list-style-type: none"> <li>Home based businesses are separated into Home Occupations and Major Home-Based Businesses</li> <li>Home occupations cannot have non-resident employees</li> <li>Major Home-Based Businesses may employ two non-resident employees</li> <li>No regulations for number of visitors permitted</li> </ul>	<ul style="list-style-type: none"> <li>One category for Home Occupations</li> <li>One non-resident employee permitted</li> <li>No regulations for number of visitors permitted</li> </ul>	<ul style="list-style-type: none"> <li>One category for Home Occupations</li> <li>One non-resident employee permitted</li> <li>No regulations for number of visitors permitted</li> </ul>
Flood	<ul style="list-style-type: none"> <li>Has separate Floodplain Bylaw</li> </ul>	<ul style="list-style-type: none"> <li>Regulations related to development within 1 200 year flood line</li> </ul>	<ul style="list-style-type: none"> <li>Section on floodplain regulations including regulations on construction level, siting buildings and structures, management regulations</li> </ul>	<ul style="list-style-type: none"> <li>Use RDCK Floodplain Management Bylaw regulations</li> </ul>
Enforcement	<ul style="list-style-type: none"> <li>Minimal references to enforcement, references <i>Municipal Ticketing Information Bylaw</i></li> </ul>	<ul style="list-style-type: none"> <li>Standalone section on enforcement and references <i>Municipal Act</i></li> <li>Uses Notices of Violation</li> <li>Fines are specified in the <i>Summary Convictions Act</i></li> </ul>	<ul style="list-style-type: none"> <li>Standalone section on prohibitions and penalties</li> <li>Fines are not specified – fine not exceeding \$10,000 for committing an offence</li> </ul>	<ul style="list-style-type: none"> <li>References a standalone enforcement bylaw</li> </ul>

**Commented [CL3]:** Understand that the City has a draft floodplain bylaw, but didn't pass first reading. Is this something that might emerge again?



## 5.0 ADVISORY COMMITTEE THEMES

As part of round 1 of engagement, we hosted the first OCP/ZB Advisory Committee Meeting on September 27, 2023, prior to the community open house. Community leaders were selected based on their involvement in the community and represented a wide range of organizations and sectors such as City of Greenwood Council, local business/industry, tourism, emergency services, educational services, community organizations, heritage and historical associations, and service providers. Nine (9) committee members attended the first meeting and participated in a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the community. The following is a high-level summary of key themes from what we heard in this session.

### STRENGTHS

- **Community and diversity** – Greenwood residents have a strong sense of community and value diversity. Events for seniors, local talent, cultural groups, and respect for all races are a key community strength. Also, the school district supports education about Indigenous history and culture.
- **History and heritage** – The role of the heritage society, the museum, and historical events (e.g., Japanese historical events) showcase Greenwood's history. Also, Greenwood has a rich and interesting downtown history and heritage that people are proud of and want to share with others.
- **Tourism and economy** – Tourism is an important part of the economy. Also, downtown buildings and local businesses bring people into the city.
- **Nature and environment** – Access to water, land, and the outdoors are community assets. The beautiful and diverse natural environment surrounding the city is valued.
- **Health services** – Greenwood has good medical services and a local ambulance.
- **Community safety** – The low crime rate and sense of safety is a community strong point.
- **Housing** – Housing is relatively affordable compared to other cities in BC.

### WEAKNESSES

#### *Social*

- **Youth engagement** – The community lacks youth activities and awareness of what works for youth. The community needs more advertising and promotion of activities, such as soccer, dance, ski hills, activities, etc., which would attract diverse groups (e.g., youth and younger families).
- **Communication** – The community faces challenges in communicating effectively with its residents and visitors. Exploring various options for improving communication, such as electronic boards, kiosks, social media, post office message board and radio, is needed.
- **Governance** – There is a lot of turnover in local government.
- **Pool utilization** - Greenwood has a pool which is underused and requires more resources for staffing.

#### *Economic*

- **Economic development** – The city needs a major, year-round economic driver to sustain local businesses and create more opportunities for small businesses.
- **Empty buildings** – Greenwood faces a big issue of empty buildings which discourages people from residing in the city or visiting. There is an issue of absentee landlords and high commercial rents.



## Background Report City of Greenwood OCP and ZB Update

- **Retail space** – There is concern about the loss of valuable spaces for businesses along the downtown corridor that is becoming more residential and less retail
- **Downtown activity** – The city lacks enough activity in the downtown area. There needs to be more communication about community events and activities
- **Lack of services** – There is no pharmacy, no large grocery store, and the nearest hospital is in Grand Forks. Lack of services is an issue
- **Housing** – The city lacks a mix of housing such as tiny homes and adequate flexibility for the development of different types of housing such as providing enough housing for families. Also, there is a need for bylaw enforcement of zoning

### *Environmental*

- **Environmental management** – Issues of flooding and wildfires need to be addressed (e.g., flooding and forest management). Participants connected these issues to others, such as economic and tourist decline
- **Trails and tourism** – The city has trails that attract tourists, but has lost some of its economic drive due to fires. The community also faces issues with noise and management of e-bikes on the trails. There are declining funds for tourism

### *Cultural*

- **Streetscape and heritage** – The community wants to keep its streetscape modern looking, but also respects the heritage of its buildings
- **Heritage advisory committee** – Lack of authority to regulate the preservation of Greenwood's heritage

## OPPORTUNITIES

- **Community involvement and transparency** – The City needs more opportunity for community participation and to be transparent about decision-making
- **Economic development and growth** – There is a need to stimulate economic growth through sustainable tourism, a mix of housing, business development downtown, local employment opportunities, and grant funding for community services
- **Connectivity and vibrancy** – Need for increased opportunities for the community to come together, connect, and build a vibrant city. Enhancing events and local festivals was identified as an important cultural opportunity
- **Small town feel and historical identity** – Greenwood is a unique city and residents like the small town feel and heritage. This is seen as an opportunity to leverage this identity
- **Affordable housing** – Look at opportunities for a mix of housing such as tiny homes and housing for diverse needs (e.g., Senior's housing and young families)
- **Local owners and artisans** – The potential for local owners and artisans to get set up in Greenwood is a consideration
- **Regional collaboration and resilience** – Partnerships with other communities to foster regional collaboration and resilience in the face of wildfires and other challenges in the area is an important regional opportunity

## THREATS

- **Wildfires and flooding** – Flooding and wildfires are an environmental threat
- **Population decline** – The shrinking population is seen as a key threat



## 6.0 COMMUNITY ENGAGEMENT THEMES

This section provides a high-level summary of what we heard from responses shared in the community survey and the open house event. A detailed summary of what we heard is available in [Appendix A](#).

Both online and in-person engagement opportunities were provided during the first round of engagement including engagement targeted specifically towards Greenwood youth. We heard from 61 participants through the engagement opportunities from September 25 through October 22, 2023.

### KEY THEMES

- **Community Values** – The top community values identified were economic resiliency, health and well-being, and tied for third place were good governance, affordability/housing choices, and historical preservation.
- **Community Strengths** – Many participants mentioned Greenwood's natural beauty, quaint attractions, ease of getting around, sense of community, and affordable and quiet living.
- **What's Missing** – Many participants said that Greenwood either lacks or could improve upon recreation facilities, the trail system, better municipal communications and stability at City Hall, economic and local business development (e.g., local tourism and employment), heritage and history promotion, cultural activities, community vision, bylaw enforcement, preservation and restoration of buildings, access to diverse services, and an array of housing options.
- **Opportunities and Future Aspirations** – Many participants shared that they see opportunities to improve community well-being, communication and engagement, recreation, and social services (e.g., mental health services, tourism, and economic development, reconciliation work with First Nations, attracting new residents, providing new housing options, and enhancing the overall sustainability of future growth and development).
- **City Challenges** – Two main challenges were identified which included risk from impacts from climate change and extreme weather events (e.g., wildfires and flooding) and economic viability due to population and economic decline.





## NEXT STEPS

The next phase of the OCP and ZB review and re-write process involves creating initial frameworks for both policy documents to be organized around. These initial frameworks will be informed by the best and promising practices review and input received from the Advisory Committee and the broader community as part of the first round of engagement. Once the draft frameworks have been prepared and reviewed by Administration, they will be shared with the Advisory Committee for further review and refinement, prior to sharing them with the Greenwood community through the second round of engagement.

### New Legislative Changes Considerations

To respond to the legislative changes made by the province, there are several items that the new and updated OCP and ZB will need to incorporate, several of which will need to be advanced in the next couple of months to be completed by June 30, 2024.

#### TO BE COMPLETED BY JUNE 30, 2024

- Update the ZB and OCP to reflect the requirement to permit a minimum of one secondary suite and/or one detached accessory dwelling unit (ADU). This will be advanced through the project process but will occur separately. Amendments will then be incorporated into the revised OCP and ZB as part of the broader update process.

#### TO BE COMPLETED AS PART OF THE FULL UPDATE OF THE OCP AND ZB

- Ensure OCP and ZB account for anticipated housing needs for at least the next 20 years, and is informed by an updated Housing Needs Assessment (which needs to be updated by January 1, 2025)
- Ensure OCP includes policies related to affordable housing, rental housing, and special needs housing



# CITY OF GREENWOOD

PO Box 129  
Greenwood, BC V0H 1J0

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Phone:(250) 445-6644 Fax:(250) 445-6441 Email: [frontdesk@greenwoodcity.ca](mailto:frontdesk@greenwoodcity.ca) Website: [www.greenwoodcity.com](http://www.greenwoodcity.com)

**Subject:** Boundary Water Suppliers: Groundwater levels - are they within the normal range for this time of year?

Hello,

I have been looking at soil moisture levels, comparing them to previous years (image attached). It is showing that the Boundary was slightly drier than normal in February 2024 compared to 2021-2023. The assessment for March hasn't been uploaded yet. Looking at the Provincial Groundwater Observation wells (Beaverdell, Midway and Grand Forks) we are currently seeing normal water levels – but lower than normal prior to February. I have however been hearing from a few farmers that their well water levels are currently lower than normal. Are your well water levels normal for this time of year? Did you go into the winter months with the well water levels at normal or lower than normal? The 3-month temperature forecast (attached) continues to show warmer than normal conditions expected from April-June.

Temperature and Precipitation 3-month Forecasts: [https://weather.gc.ca/saisons/prob\\_e.html](https://weather.gc.ca/saisons/prob_e.html)

Agric Canada Drought Comparison: <https://agriculture.canada.ca/en/agricultural-production/weather/canadian-drought-monitor/drought-analysis#mon>

BC Groundwater Well Observation:

<https://governmentofbc.maps.arcgis.com/apps/webappviewer/index.html?id=b53cb0bf3f6848e79d66ffd09b74f00d>

I've been asked about the fire rating and reference sites to use. Let me know if you'd like me to share what we've compiled. The BC Government is showing the Boundary in a Low Fire Rating, with the Canadian Government rating system increasing the fire rating for portions in our region. Reminder about the RDKB FireSmart program – they will be again offering residential FireSmart assessments in 2024. RDKB Emergency Operations (Wildfire):

<https://emergency.rdkb.com/Latest-Updates/Wildfire-Conditions>

Cheers,  
Kristina



**Regional District of  
Kootenay Boundary**

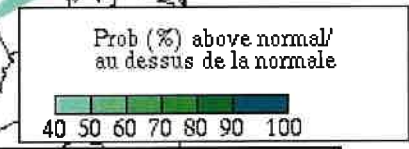
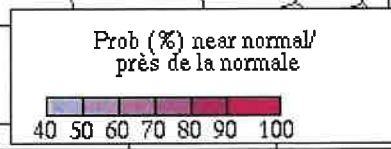
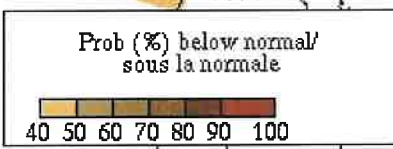
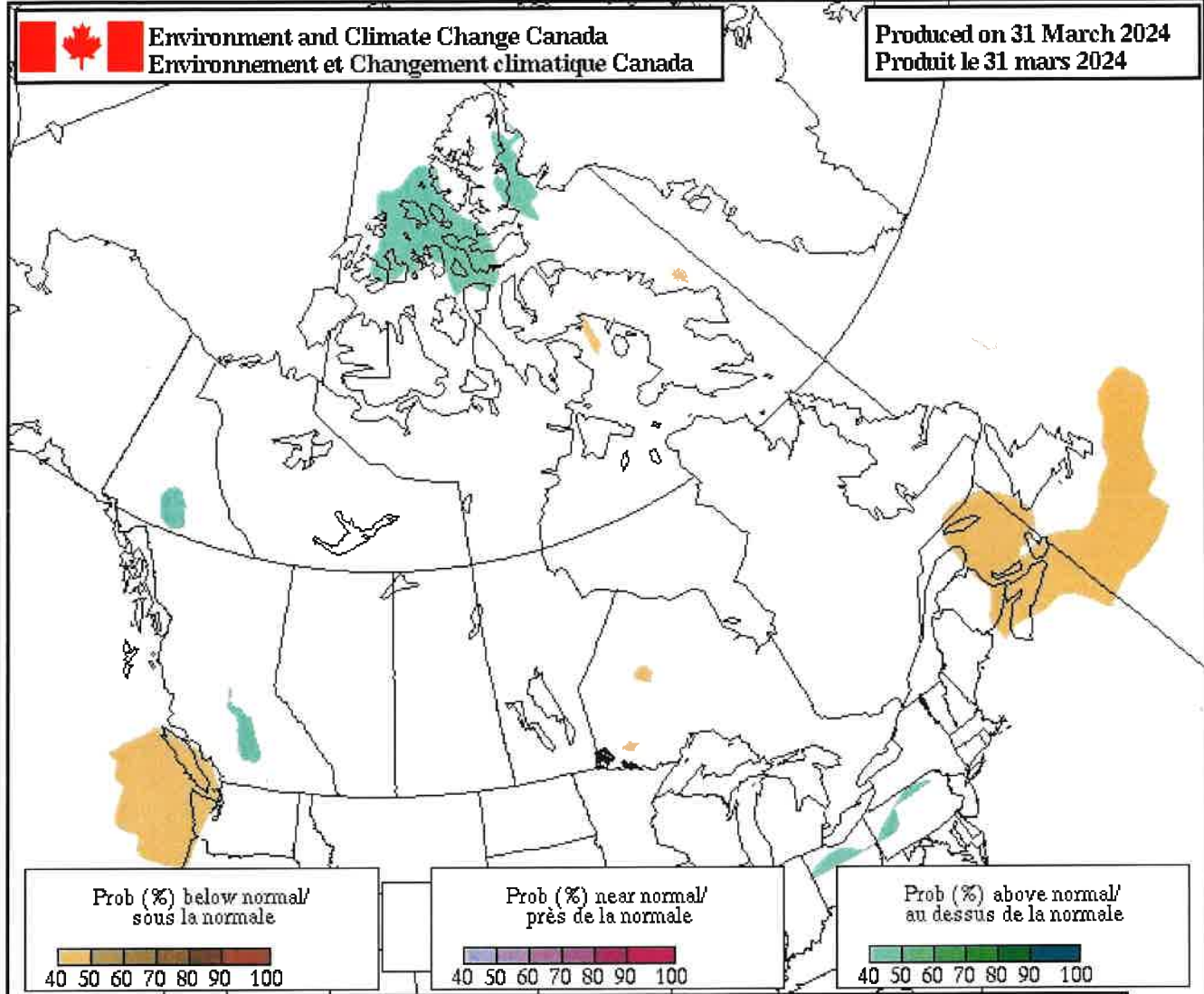
**Kristina Anderson** | Watershed Planner (she/her)  
[watershedplanner@rdkb.com](mailto:watershedplanner@rdkb.com) | T: 250.442.4111

**Regional District of Kootenay Boundary**  
2140 Central Ave., P.O. Box 1965  
Grand Forks, BC, V0H1H0  
Toll-free: 1.800.355.7352 | [rdkb.com](http://rdkb.com)



Environment and Climate Change Canada  
 Environnement et Changement climatique Canada

Produced on 31 March 2024  
 Produit le 31 mars 2024



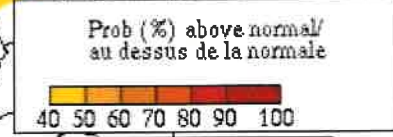
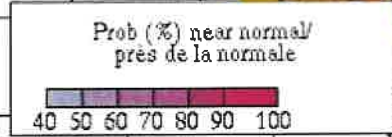
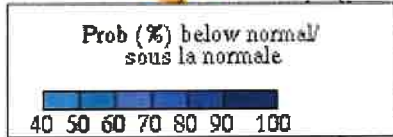
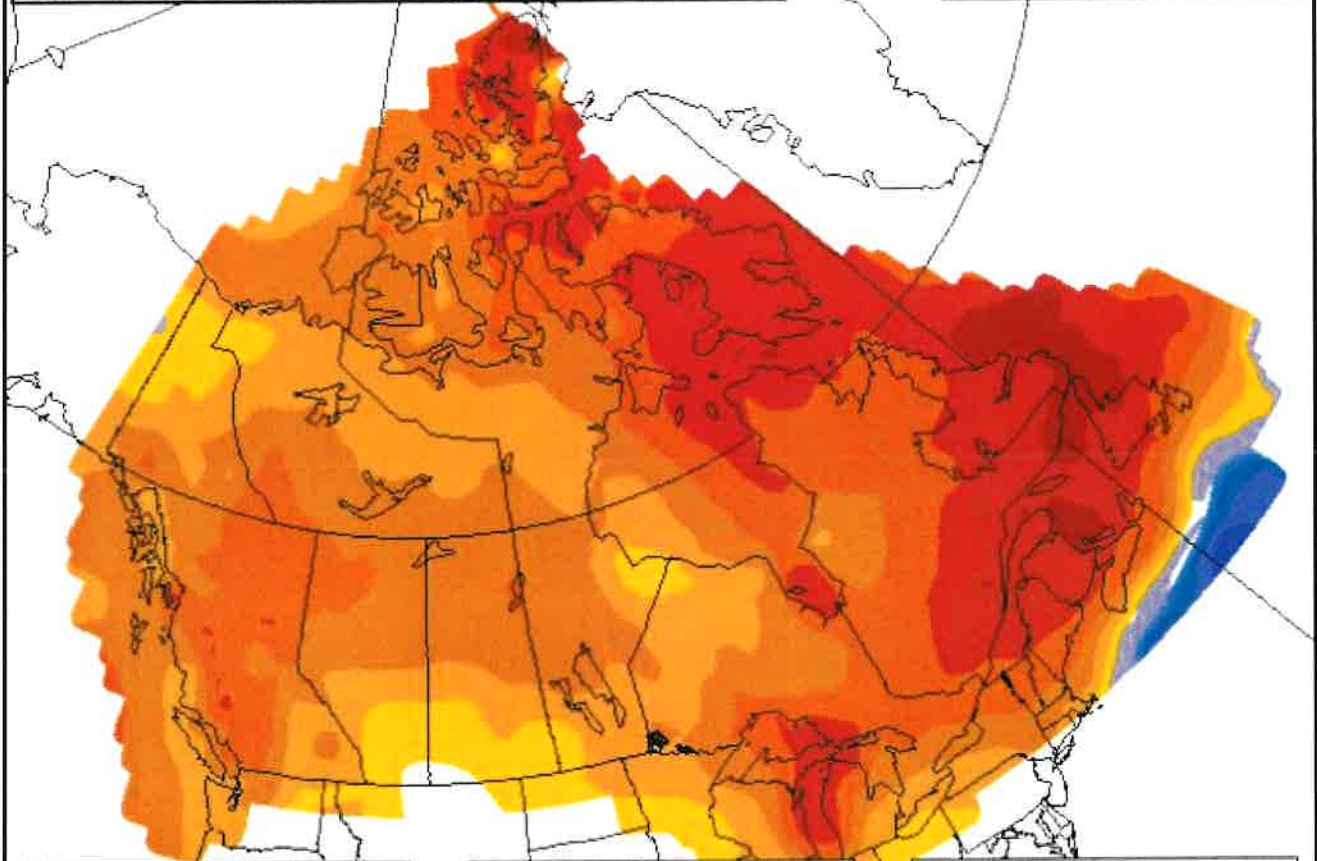
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**Period: April-May-June 2024**  
 Based on 3 equiprobable categories from 1991-2020 climatology

**Probabilités prévues de précipitations au-dessus, sous et près de la normale (calibrées)**  
**Période: avril-mai-juin 2024**  
 Basé sur 3 catégories équiprobables de la climatologie 1991-2020



Environment and Climate Change Canada  
Environnement et Changement climatique Canada

Produced on 31 March 2024  
Produit le 31 mars 2024



**Forecast probability of Temperature  
above, below and near normal (calibrated)**  
**Period: April-May-June 2024**  
**Based on 3 equiprobable categories  
from 1991-2020 climatology**

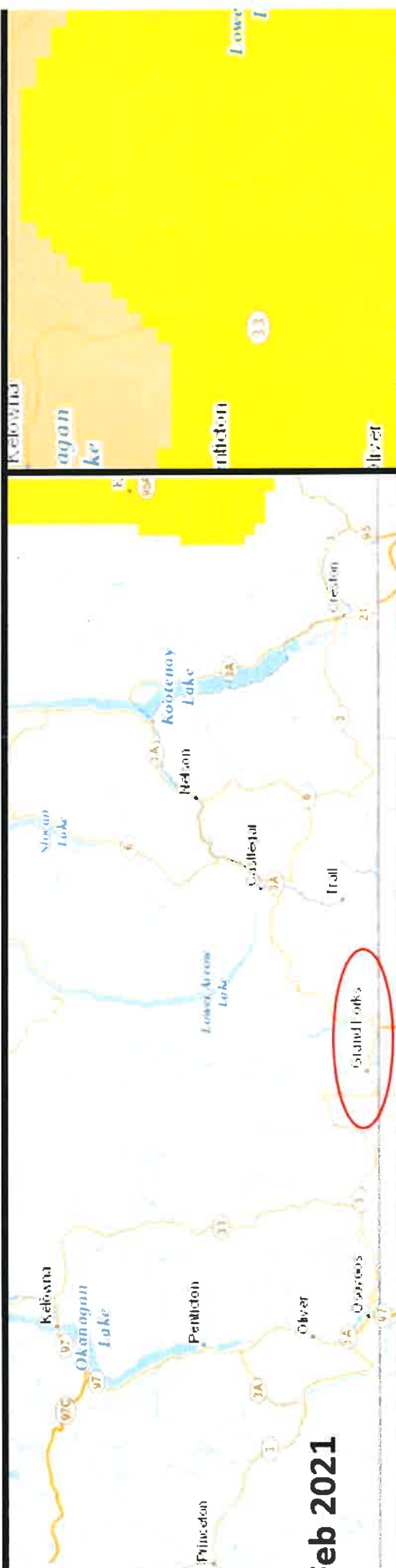
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**Période: avril-mai-juin 2024**  
**Basé sur 3 catégories équiprobables  
de la climatologie 1991-2020**



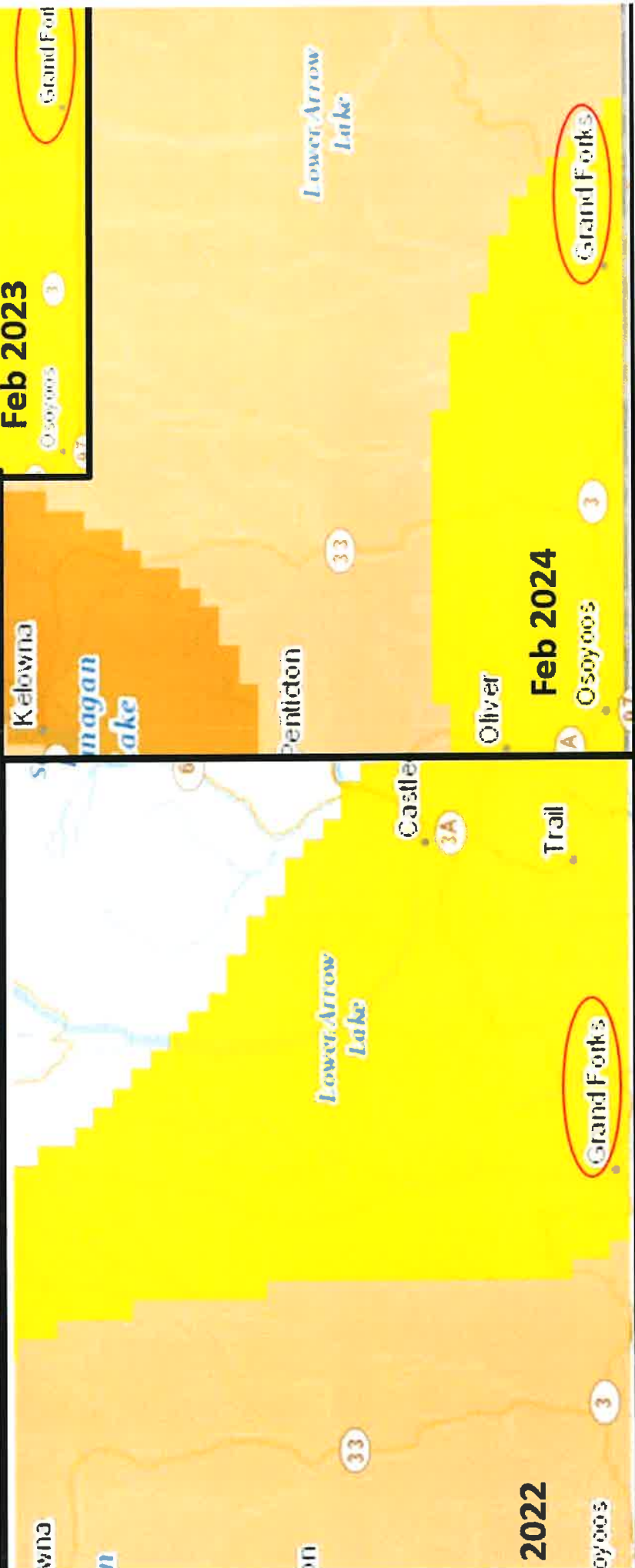
D0 - Abnormally dry  
D1 - Moderate drought

D2 - Severe drought  
D3 - Extreme drought

D4 - Exceptional drought  
Drought Not Analyze



Feb 2021

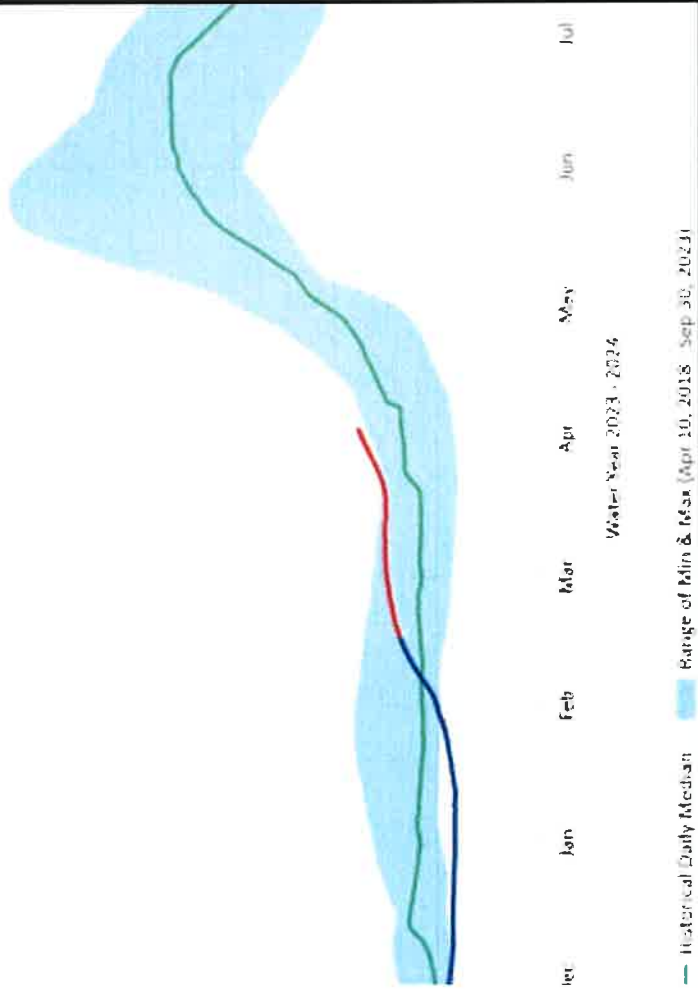
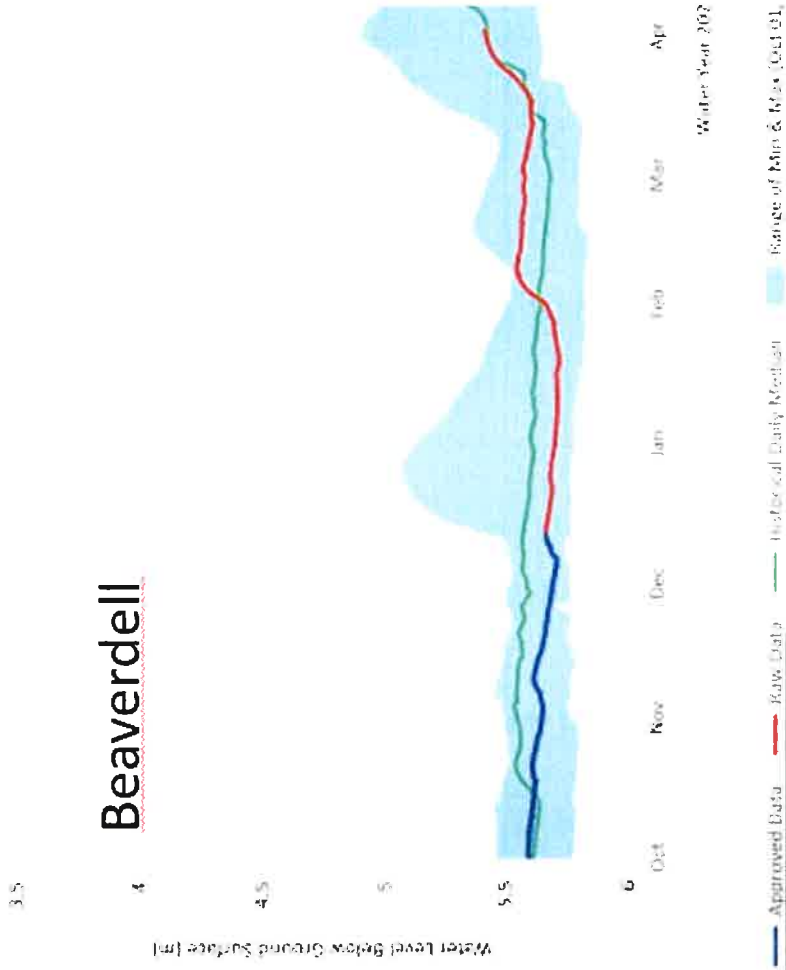


2022

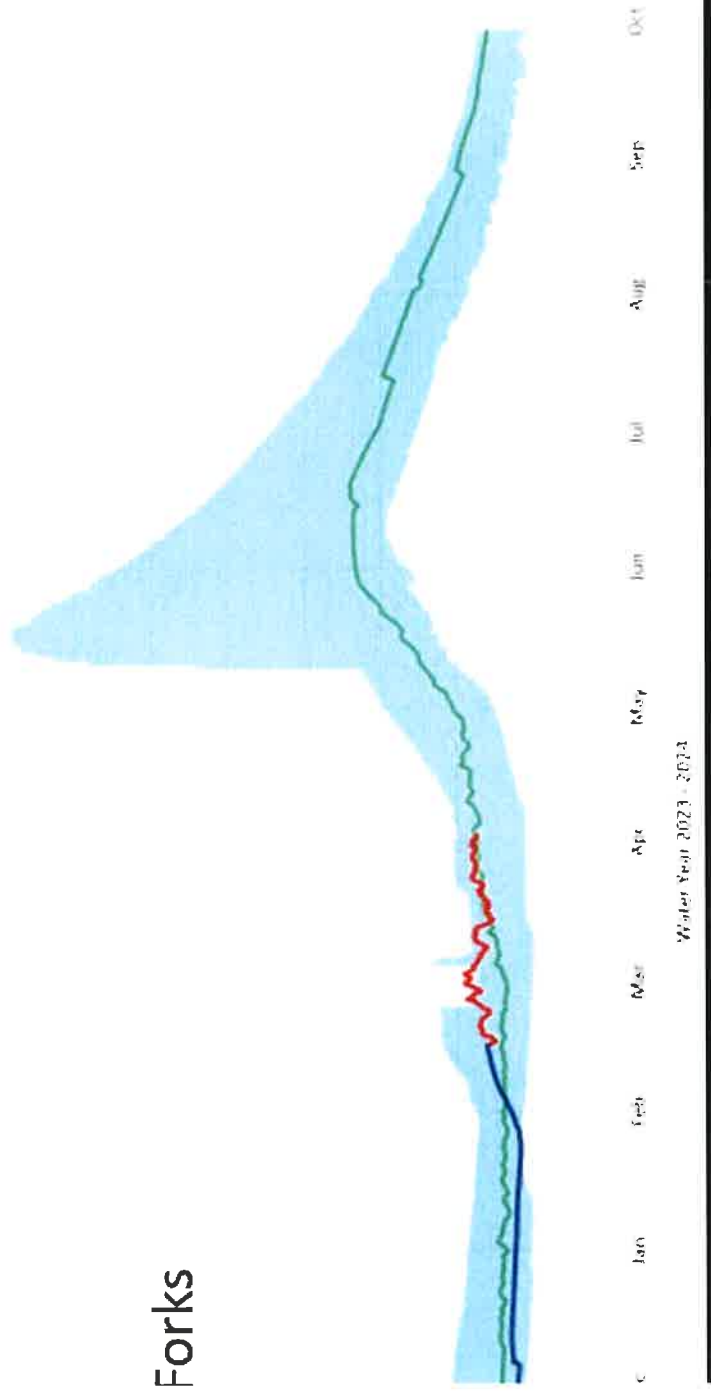
Feb 2023

Feb 2024

# Beaverdell



# Forks



February 29, 2024

*Via Email*

UBCM Member Municipalities

Dear UBCM Members:

**Re: Support for Resolution**

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I am writing to you on behalf of Osoyoos Town Council to request your support for our proposed resolution on legislative changes regarding personal and defamatory attacks on municipal leaders at the upcoming SILGA Convention, in advance of the UBCM Convention this fall.

Municipal leaders across the province are facing increasing levels of personal and defamatory attacks, which not only impact our ability to effectively serve our communities but also have a negative impact on the overall functioning of local government. It is imperative that we address this issue and advocate for legislative changes that provide better protection for municipal leaders.

At the February 27, 2024, Regular Open Council Meeting, Town Council passed the following resolution:

Whereas Local Governments recognize the importance of fostering respectful and constructive dialogue within the community; and

Whereas personal and defamatory attacks on local government leaders, including both senior staff and elected officials, undermine the integrity of the democratic process and create a hostile working environment, and

Whereas current legislative and legal frameworks, including those of WorkSafeBC and Workers Compensation Act, do not provide adequate protection against such attacks, thereby hindering the ability of local government leaders to carry out their duties effectively,

Therefore be it resolved that UBCM advocate for legislative changes that address the issue of personal and defamatory attacks on local government leaders; and

Further be it resolved that these changes should aim to strengthen protections for local government leaders against unfounded, defamatory and malicious accusations while also upholding principles of freedom of speech and transparency;

Further be it resolved that UBCM is encouraged to collaborate with other relevant stakeholders, the Ministry of Municipal Affairs, including legal experts and advocacy groups, to develop comprehensive proposals for legislative reform.



Together, we can work towards creating a safer, more respectful environment for all municipal leaders to effectively carry out their duties on behalf of their communities. We look forward to and appreciate your support on this matter.

**Attachments:**

ToO Background Information SILGA Resolution

Yours truly,



Sue McKortoff  
Mayor

c: Town Council  
R. Risling, CAO  
Brianna Hillson, Director of Corporate Services  
Honourable Anne Kang, Minister of Municipal Affairs

## **Legislative Changes - Personal and Defamatory Attacks on Municipal Leaders**

### **Background Information:**

There has been a concerning rise in the frequency and severity of personal and defamatory attacks directed toward municipal leaders (including Council members and staff). These attacks are often through various channels, including social media, and create a hostile working environment and hinder the ability of municipal leaders to carry out their duties effectively. The repercussions of defamatory personal attacks extend beyond the municipal realm and can detrimentally affect Council members who are working professionals by impacting their livelihood. The damaging effects of the personal attacks are not confined to professional settings; they often infiltrate into the personal lives of both staff and municipal council members, including incidents outside of business hours.

# **Councillor McLean Report**

## **April 8<sup>th</sup>, 2024**

### **Greenwood Recreation Association:**

Update on **Soap Box Derby** happening on **May 4<sup>th</sup>, 2024**: Everything has been planned, just working on the finishing touches. We are still looking for racers, ages 6 and up can race. Our **Youth Group** starts on April 11<sup>th</sup> from 6pm-8pm at the McArthur Centre. Our **Adult Drop-In Sports Program** is starting back up on April 11<sup>th</sup>. Residents, please feel free to drop off your children ages 12 and up at our youth group and come enjoy some basketball at the Greenwood School Gym. 6pm-7:30pm.

### **Council:**

On March 26<sup>th</sup> and March 27<sup>th</sup>, 2024, Mayor, Council, and our CAO had Asset Management training by Christine Benty. The training was a great experience, we got to work together as a team, learn about each other's strengths and weaknesses, and learn what we need to start preparing for, so the future generation isn't left with a mess from past Mayors and Councils.

On April 3<sup>rd</sup> and 4<sup>th</sup> 2024, Mayor and Council will be going over our 2024 Budget at a budget workshop with our Finance Officer and CAO.

### **Hospital Board:**

Attended my second meeting as a director on the WKBHRD, the meeting went well. We discussed budgets for 2024.

### **Greenwood Public Library:**

Attended their AGM on April 2, 2024. I am very impressed with the Board of Directors, Library Staff and Volunteers. They all work very hard to keep our library well maintained and running. They all deserve a special THANK YOU for everything they do.

Would also like to shout out Roegan Lloyd for raising \$30,700.00 for the Greenwood Library by doing the bottle drive since 2020. VERY IMPRESSIVE!

**Councillor McLean**



**MEMORANDUM TO COUNCIL – STAFF REPORT**



**REPORT TO:** Mayor and Council                                 **DATE PRESENTED:** April 08, 2024  
**REPORT FROM:** CAO Dean Trumbley                         **MEETING TYPE:** Regular  
**SUBJECT:**                     **Workload - Temporary Reduction of Open Hours for Public – City Hall**

---

**Recommendation:**

That Council does not approve the following resolution:

**THAT** City Hall hours be reduced to allow more uninterrupted time for staff to catch-up on the backlog of work such as policy and Bylaw updates, budgeting, etc.

---

**1. Rationale:**

Councillor Rhodes requested to reduce City Hall open hours to allow more time for the staff to catch-up on back log of work, budgets, reporting, etc.

---

**2. Acronyms:**

CoG        City of Greenwood  
CAO        Chief Administrative Officer  
CO         Corporate Officer  
N/A        Not Applicable

---

**3. Background:**

The original discussion was around the agenda item to reduce the bi-monthly Council meetings to monthly meetings as the preparation of Council agendas (regular and in-camera) was extremely time consuming for staff leaving very little time to address City business. CAO Trumbley had reported on the incredible backlog on such items as outdated or obsolete policies and Bylaws, budgeting, human resource procedures, project tracking, etc. Mayor and Council did not support the recommendation and Councillor Rhodes requested to add this to the next meeting agenda for discussion as an alternative to assist staff.

---

**4. Implications:**

a. **Budget:**

None

b. **Organizational Impact:**

Would decrease the amount of time available to the public to conduct city business (*i.e. fees, taxes, permits, etc.*). CAO Trumbley has noted on busy days, the front desk staff (*CO McCourt and Jocelyn Nega*) roughly serve between 6-10 people with average days being

between 3-5 people. The average time of service varies between 3-5 minutes per person. So, the maximum tie being consumed by public access is 50 minutes per day between two staff members. This is roughly 25 minutes per staff member. Reducing open hours of City Hall would be an inconvenience for the public and free up very little time for staff.

c. **Policy:**

N/A

d. **Bylaws:**

N/A

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5. **Alternatives:**

Revisit the monthly meetings for Mayor and Council as this process consumes roughly 8-16 hours of preparation time, 4-8 hours of meeting follow-through and 2-3 hours meeting time in a two-week period for both the CAO, CO, and a lesser extent for the finance staff.

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6. **Communication Strategy:**

N/A

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7. **Staff Review:**

**Prepared By:**

CAO Dean Trumbley

**Reviewed By:**

CO Brooke McCourt

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**CO Recommendation:**

That the recommendation of the CAO be supported.

*Brooke McCourt, CO*

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**List of Attachments:**

1. N/A

## MEMORANDUM TO COUNCIL – STAFF REPORT



**REPORT TO:** Mayor and Council

**DATE PRESENTED:** April 8, 2024

**REPORT FROM:** CO, Brooke McCourt

**MEETING TYPE:** Regular

**SUBJECT:** Campground Policy 2024-07

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### **Recommendation:**

That Council approve/not approve the following resolution:

**THAT** Council approve the City of Greenwood Campground Policy 2024-07.

---

### **1. Rationale:**

The City of Greenwood's Campground Policy has been updated to add in the new installation of the washrooms and updating information as quiet hours and fees to be in correlation and compliance of all City of Greenwood Bylaws.

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### **2. Acronyms:**

CoG      City of Greenwood  
BC      Province of British Columbia  
RDKB    Regional District Kootenay Boundary

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### **3. Background:**

The CoG's previous Campground Policy 2022-02 laid out the Fees for Camping within the Campground, which is found in the CoG's "Fees and Charges Bylaw No. 993, 2022".

Taking the fees out and referencing the particular Bylaw for the Fees is consistent with good governance as if the fees change over time, Administration has one document to amend and not multiple.

It also gives less of a chance for documents to get missed and have fees that are not applicable found in existing policies going forward.

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**4. Implications:**

**a. Budget:**

None.

**b. Organizational Impact:**

Keeping all policies in compliance with City Bylaws and government legislation.

**c. Policy:**

None.

**d. Bylaws:**

None.

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**5. Alternatives:**

None.

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**6. Communication Strategy:**

None.

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**7. Staff Review:**

**Prepared By:**

CO, Brooke McCourt

**Reviewed By:**

CAO, Dean Trumbley

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**CAO Recommendation:**

That the recommendation of the staff be approved.


*Dean Trumbley, CAO*

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**List of Attachments:**

1. City of Greenwood Campground Policy 2024-07

	<b>POLICY TITLE:</b> City of Greenwood Campground Policy	<b>POLICY NO:</b> 2024-07
	<b>AUTHORITY:</b> Council	<b>CLASSIFICATION:</b> Parks / Recreation
	<b>EFFECTIVE DATE:</b> April 8, 2024	<b>MOTION:</b>
	<b>SUPERSEDES:</b> Municipal Campground Policy 2022-02	

**PURPOSE**

The purpose of this policy is to provide:

- General rules and regulations for visitors using the City of Greenwood Campground; and
- Guidelines to ensure the City operates the City of Greenwood Campground in a fiscally responsible manner while providing safe, clean and centrally located camping for visitors.

**POLICY FRAMEWORK**

This policy provides information and guidelines regarding:

- 1) The campground operating season;
- 2) Reservation requirements;
- 3) Reservation cancellations;
- 4) The maximum length of stay (consecutive days);
- 5) The maximum occupancy per campsite;
- 6) Camping rates
- 7) Services and Amenities;
- 8) Check-in / check-out times;
- 9) Quiet hours;
- 10) Pet regulations; and
- 11) Guidelines for safe and responsible use of the campground.



### **Operating Season:**

The City of Greenwood Campground is open to visitors from May 1<sup>st</sup> to October 1<sup>st</sup>. The duration of the camping season may be impacted by weather (i.e. early frost / freezing or late thaw).

### **Reservations:**

Reservations can be made by:

- **Phone:** to the campground manager (number posted on-site at the campground, or to Greenwood City Hall – 250-445-6644);
- **Email:** campground@greenwoodcity.ca;
- **Online:** <https://www.campspot.com/book/greenwoodcampground>; or
- **In Person:** by speaking with the on-site campground manager.

Payment is required at the time of placing a reservation.

Campers must be at least 19 years of age to make a reservation.

### **Reservation Cancellations:**

Penalties for reservation cancellations may apply, as per the Campspot and City of Greenwood terms of service agreement.

### **Maximum Stay:**

Two weeks. Extended stays may be approved on a day-to-day basis if there are vacant campsites available. Please contact Greenwood City Hall at 250-445-6644 or 202 South Government Avenue to request an extended stay (i.e. more than 14 consecutive days).

### **Maximum Occupancy (per campsite):**

- Six individuals;
- Two vehicles (vehicles must be licenced and insured);
- Two tents.

### **Fees:**

Please reference City of Greenwood Bylaw No. 993, 2022 "Fees and Charges Bylaw" Schedule A.

**Commented [BM1]:** Deleted Fee amounts and put in reference to fees and schedules Bylaw.

Use of the Sani-dump is free for campers staying at the campground. Users who are not staying at the campground must pay \$5.

Additional charges may apply as follows:

- Occupancy of more than 6 individuals per campsite;
- Additional vehicles, RVs, or tents (more than two);
- Late check-out;
- Late cancellation;
- Littering or other property use infractions;
- Damage to services / amenities.

**Services and Amenities:**

All campsites include the following services and amenities:

- Picnic table;
- Fire ring;
- Proximity to washrooms;
- Sani-dump service;
- Bear proof garbage containers;
- WIFI (password provided by the campground manager);
- 45 ft. pull-in sites;
- Pet friendly.

Campsites with full services and amenities also include:

- Water hook-up;
- Sewer hook-up;
- 30-amp power.

**Check-in / Check-out:**

Campers may check-in at 1:00 pm and must check-out by 11:00 am. Campers must check-in with the campground manager. If the manager is unavailable, campers must contact Greenwood City Hall at 250-445-6644 or visit 202 South Government Avenue.

**Quiet Hours:**

Please reference City of Greenwood Bylaw No. 1014, 2023 "Good Neighbour Bylaw" Section 6 "Noise Regulations".

**Commented [BM2]:** Deleted times and put in reference to Good Neighbour Bylaw and referenced the specific Section

**Pet Regulations:**

Pets must be kept on a leash in the campground. Dogs may be off-leash only in the fenced dog park in Lion's Park. Pet owners are responsible for collecting and disposing of pet waste. Disposable bags and dispensers are available in the campground. Pets cannot be left unattended when their owners leave the campground.

**General Regulations:**

1. Campground rules and regulations are posted on-site and made available to all campers upon arrival and check-in.
2. Campers must check-in with the on-site campground manager.
3. Camping is permitted only in designated areas. Overflow campsites / areas, approved by Greenwood City Hall, may be available as needed. Campers must contact the on-site campground manager or Greenwood City Hall to request permission to camp in an overflow area.
4. Vehicles must be parked in campsites. A maximum of two vehicles is permitted per campsite. Parking on roads or unoccupied campsites is prohibited.
5. Campfires are permitted only if a fire ban is not in effect in the City of Greenwood.
6. Campers must use the available garbage bins for all garbage and litter. Garbage and litter must not be left in the open or in the firepits / rings.
7. Food must be kept in a safe place to avoid attracting animals.
8. Alcohol may be consumed at campsites. Alcohol cannot be consumed in adjacent public areas (i.e. Nikkei Legacy Park, Lion's Park Playground, municipal dog park).
9. The City of Greenwood and the on-site campground manager are not responsible for any lost or stolen items. Please ensure your belongings are secure and your vehicles are locked.
10. Dirt bikes and ATV's are prohibited.
11. Fireworks are prohibited.
12. RV generators may only be used between the hours of 8:00 am and 10:00 pm.
13. Campground speed is 10 km/hour.
14. Vehicle or RV washing is not permitted in the campground.
15. Campers and visitors must follow all applicable local, provincial and federal laws, bylaws and regulations during their stay at the City of Greenwood Campground.

#### **CAMPGROUND MANAGER**

The on-site campground manager is available to provide basic campground maintenance and repairs, and address any concerns raised by campers.

In case of an emergency, campers must call 911 or contact the RCMP at 250-449-2244.

**EXCEPTIONS**

The City of Greenwood may provide exceptions to this policy. Please contact Greenwood City Hall at: 250-445-6644, or email [frontdesk@greenwoodcity.ca](mailto:frontdesk@greenwoodcity.ca)

**Commented [BM3]:** New email, fazing out the SHAW emails.

## MEMORANDUM TO COUNCIL – STAFF REPORT



**REPORT TO:** Mayor and Council **DATE PRESENTED:** April 8, 2024  
**REPORT FROM:** CO, Brooke McCourt **MEETING TYPE:** Regular  
**SUBJECT:** City of Greenwood – City Owned Historical Assets Policy 2024-08

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### **Recommendation:**

That Council approve/not approve the following resolution:

***THAT** Council review the City of Greenwood's – City Owned Historical Assets Policy 2024-08 or information and for the policy to be added to a future agenda for ratification.*

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### **1. Rationale:**

It has come to the City of Greenwood's attention that there has been no proper process when it comes to City owned historical assets that are within City owned property and how they get sold, used or discarded.

The City of Greenwood has many goods, furniture pieces and objects that hold historical value and are considered city owned assets. The City administration with help from a wonderful volunteer have gone through and logged every article of historical value, as well as developed a Policy around the process and stipulations when it comes to City owned historical assets being sold or discarded. This process is set up for protection or liquidation of City owned historical assets.

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### **2. Acronyms:**

CoG	City of Greenwood
BC	Province of British Columbia
RDKB	Regional District Kootenay Boundary

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### **3. Background:**

The City was recently informed that one of the original Clerk's Desks from City Hall, was for sale on a local social media selling site. The current City administration has little information on when this desk was sold

off or why and how it left the City Hall building. The City staff administration has looked into proper procedures and processes with selling or discarding City owned historical assets and there has not been approved policies or bylaws surrounding these situations in the past.

---

**4. Implications:**

**a. Budget:**

none

**b. Organizational Impact:**

Logging all historical assets and when potentially sold or discarded, report to Council in correspondence to Policy 2024-08.

**c. Policy:**

City of Greenwood – City Owned Historical Assets Policy 2024-08

**d. Bylaws:**

none

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**5. Alternatives:      None.**

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**6. Communication Strategy:**

The City of Greenwood’s Mayor and Council are committed to do their due diligence to protect community infrastructure and related historical assets.

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**7. Staff Review:**

**Prepared By:**

CO, Brooke McCourt

**Reviewed By:**

CAO, Dean Trumbley

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**CAO Recommendation:**


That the recommendation of the staff be approved.

*Dean Trumbley, CAO*

---

**List of Attachments:**

1. City of Greenwood – City Owned Historical Assets Policy 2024-08.

	POLICY TITLE: City of Greenwood – City Owned Historical Assets Policy	POLICY NO: 2024-08
	AUTHORITY: Council for the Corporation of the City of Greenwood	CLASSIFICATION: City Assets
	EFFECTIVE DATE: April 8, 2024	MOTION:
	SUPERSEDES:	

**1. Purpose**

To establish and provide information for Mayor, Council and Administration when it comes to selling or discarding of City owned historical assets such as furniture, goods, and objects.

**2. Policy Statement**

The City of Greenwood is committed to keeping all of its historical entities within the City of Greenwood’s property and which in the time of keeping, the City of Greenwood is dedicated to preserving all items of historical nature.

**3. Policy**

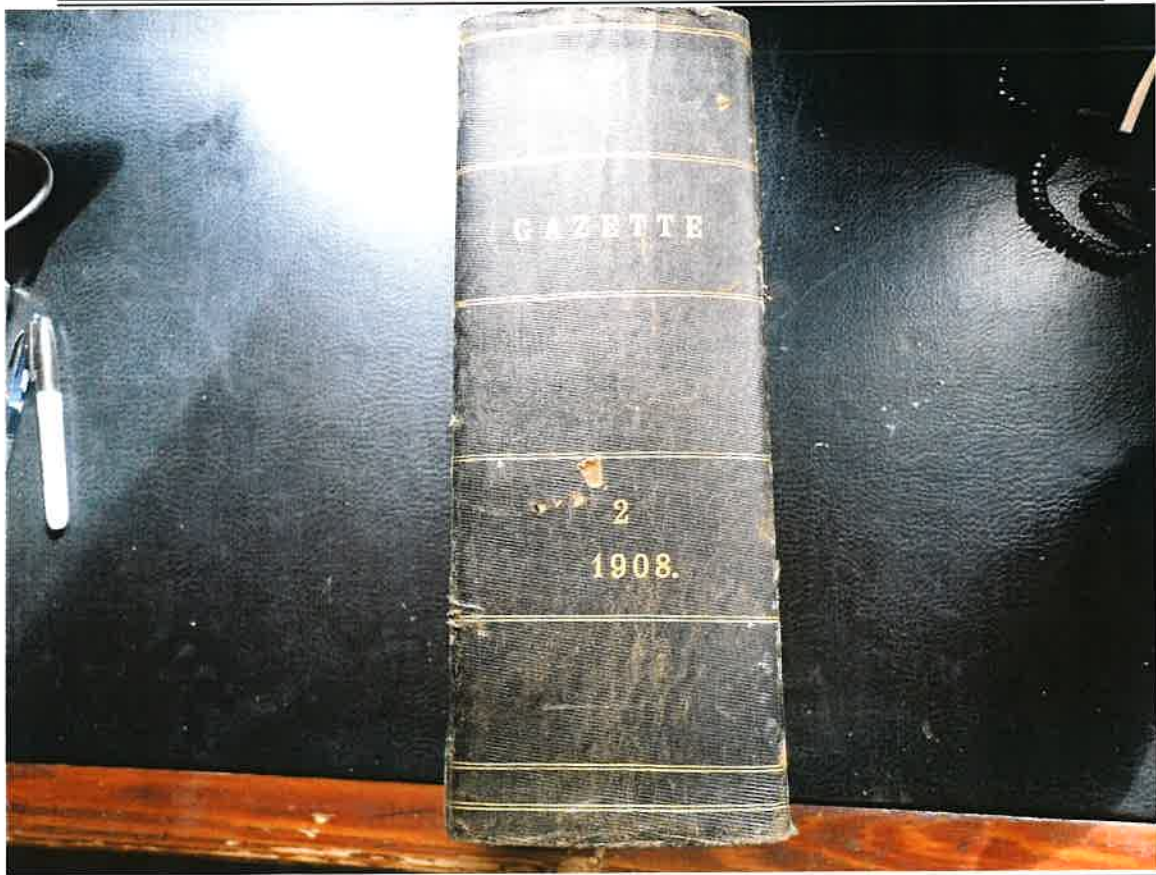
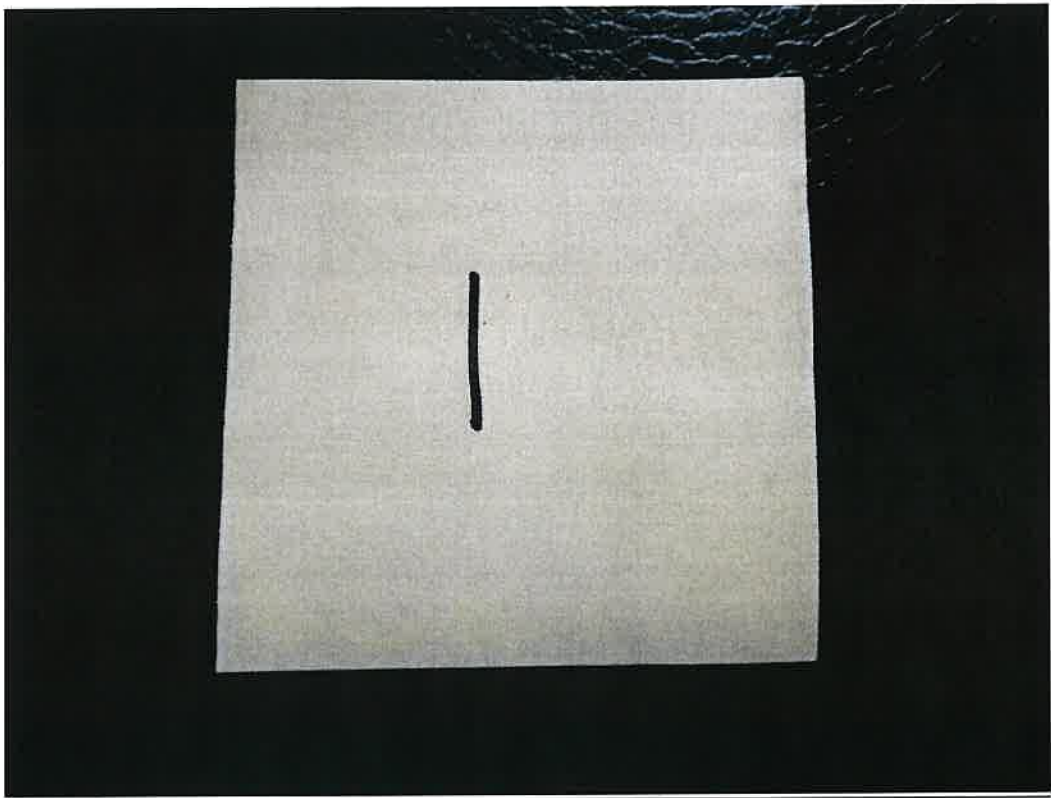
- a) The City of Greenwood’s historically owned assets are to not be sold off or discarded without an approved resolution from the current Mayor and Council at a general meeting of Council, along with a written letter stating the following information:
  - a) Item/s for sale or for discarding.
  - b) Reason for selling off or discarding.
  - c) Estimated cost of original purchase price.
  
- b) All items in “Schedule A” have been found to be of historical value and are within the City Owned historical Assets. All items listed in Scheule B are to not be sold off or discarding without consent of Mayor and Council by resolution.

# Schedule "A"

## City of Greenwood Historical Inventory - 2024

PHOTO FOLDER #	DATE TAKEN (Y/M/D)	DONOR	TITLE/ITEM	LOCATION	PUBLICATION DATE	Info Dates	DESCRIPTION	MEASUREMENTS (Width, inches)	MATERIALS	HISTORY
1	2014-04-03	City of Greenwood	Series #1 1908	Courthouse - July 1908	July 14, 1908	July 14 - Dec 31, 1908	Branch Columbia Gazette Vol. 11, No. 21 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
2	2014-04-03	City of Greenwood	Series #1 1909	Courthouse - July 1908	Jan 3, 1909	Jan 3 - July 15, 1909	Branch Columbia Gazette Vol. 11, No. 1 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
3	2014-04-03	City of Greenwood	Series #1 1909	Courthouse - July 1908	Jan 7, 1909	Jan 7 - June 3, 1909	Branch Columbia Gazette Vol. 11, No. 1 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
4	2014-04-03	City of Greenwood	Series #1 1909	Courthouse - July 1908	April 10, 1909	June 10 - Sept 30, 1909	Branch Columbia Gazette Vol. 11, No. 21 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
5	2014-04-03	City of Greenwood	Series #1 1909	Courthouse - July 1908	Dec 7, 1909	Dec 7 - Dec 30, 1909	Branch Columbia Gazette Vol. 11, No. 40 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
6	2014-04-03	City of Greenwood	Series #1 1910	Courthouse - July 1908	Jan 6, 1910	Jan 6 - Apr 7, 1910	Branch Columbia Gazette Vol. 11, No. 1 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
7	2014-04-03	City of Greenwood	Series #2 1910	Courthouse - July 1908	Apr 14, 1910	Apr 14 - June 2, 1910	Branch Columbia Gazette Vol. 11, No. 15 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
8	2014-04-03	City of Greenwood	Series #3 1910	Courthouse - July 1908	June 8, 1910	June 8 - July 14, 1910	Branch Columbia Gazette Vol. 11, No. 21 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
9	2014-04-03	City of Greenwood	Series #4 1910	Courthouse - July 1908	July 21, 1910	July 21 - Sept 3, 1910	Branch Columbia Gazette Vol. 11, No. 26 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
10	2014-04-03	City of Greenwood	Series #5 1910	Courthouse - July 1908	Sept 8, 1910	Sept 8 - Nov 3, 1910	Branch Columbia Gazette Vol. 11, No. 36 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
11	2014-04-03	City of Greenwood	Series #6 1910	Courthouse - July 1908	Nov 10, 1910	Nov 10 - Dec 20, 1910	Branch Columbia Gazette Vol. 11, No. 45 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	
12	2014-04-03	City of Greenwood	Series #1 1911	Courthouse - July 1908	Jan 9, 1911	Jan 9 - Feb 23, 1911	Branch Columbia Gazette Vol. 12, No. 1 Government Agent Greenwood	5-11.5 x 5	broiler paper 2008, Black backing & photo corners with matboard backing	





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PART VIII

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of land necessary and expedient to pass over to and from their lands, mines, docks and wharves, and other property of the Company whatsoever:

(i.) To acquire by purchase, lease, charter party, contract or otherwise, steam-boats, tug-boats, sailing vessels, or any other kind of boats or vessels whatsoever, and to build and construct any such kind of boats or vessels deemed necessary or expedient for the purposes and objects of the Company, and to use, maintain or operate any or all of such boats and vessels for the conveying away of the coal and other products of the mines and mineral lands of the Company:

(j.) To construct and lay down sewers, drains and water pipes in and upon, and to and from the property and mines and mineral lands of the Company, for the purpose of conveying to and from any such lands for the better maintaining and development of the works and business of the Company:

(k.) To prospect and search for mines and minerals, and particularly for veins and seams of coal, and doing improvement and development work in connection with prospective or investigations of options upon and carrying out investigations of mineral lands, or purchase same, in all respects as fully and effectually as an individual can or may do:

(l.) To acquire by purchase, lease or otherwise, any lands or shore rights for any water-power or other power, and to construct, procure and maintain dams, machinery, buildings, and all appliances whatsoever for the development of such water or application of such water and water-powers to any of the purposes of the Company:

(m.) The use of water or water-power for producing any form of power, or for producing and generating electricity for the purpose of light, heat and power, and for constructing, operating and maintaining electric works, power houses, generating plant and such other appliances and conveniences as are necessary and proper for the generating of electricity or electric power, or any other form of developed power, and for transmitting the same to be used by the Company, or by persons and companies contracting with the Company therefor, as a motive power for the operation of motors, machinery or electric lighting, or other works, or to be supplied by the Company, to consumers for lighting, heating, or as a motive power for propelling tramways, or for driving, hauling, lifting, pumping, lighting, crushing, smelting, drilling and milling, or for any other operations to which it may be adapted, or to be used or supplied for or in connection with any other purposes for which electricity or electric power may be applied or required:

(n.) The use of water for water-power for hydraulic mining purposes, for general irrigation purposes within the Province of British Columbia, and for milling, manufacturing, industrial and mechanical purposes, other than the generation of electricity:

(o.) Placing, sinking, laying, fitting, maintaining and repairing electric lines, accumulators,



# The British Columbia Gazette.

PUBLISHED BY AUTHORITY.

Vol. XLVIII.]

VICTORIA, JULY 16th, 1908.

[No. 29.

## The British Columbia Gazette.

PUBLISHED EVERY THURSDAY.

Subscription Five dollars per annum, payable in advance.  
Single copies 15 cents.

All advertisements intended for publication in the Gazette must reach the King's Printer not later than 10 a.m. on Wednesday.

### SCALE OF CHARGES FOR ADVERTISING:

For 100 words and under	85 00
Over 100 words and under 150 words	6 50
Over 150 words and under 200 words	8 00
Over 200 words and under 250 words	9 00
Over 250 words and under 300 words	10 00
And for every additional 50 words	75

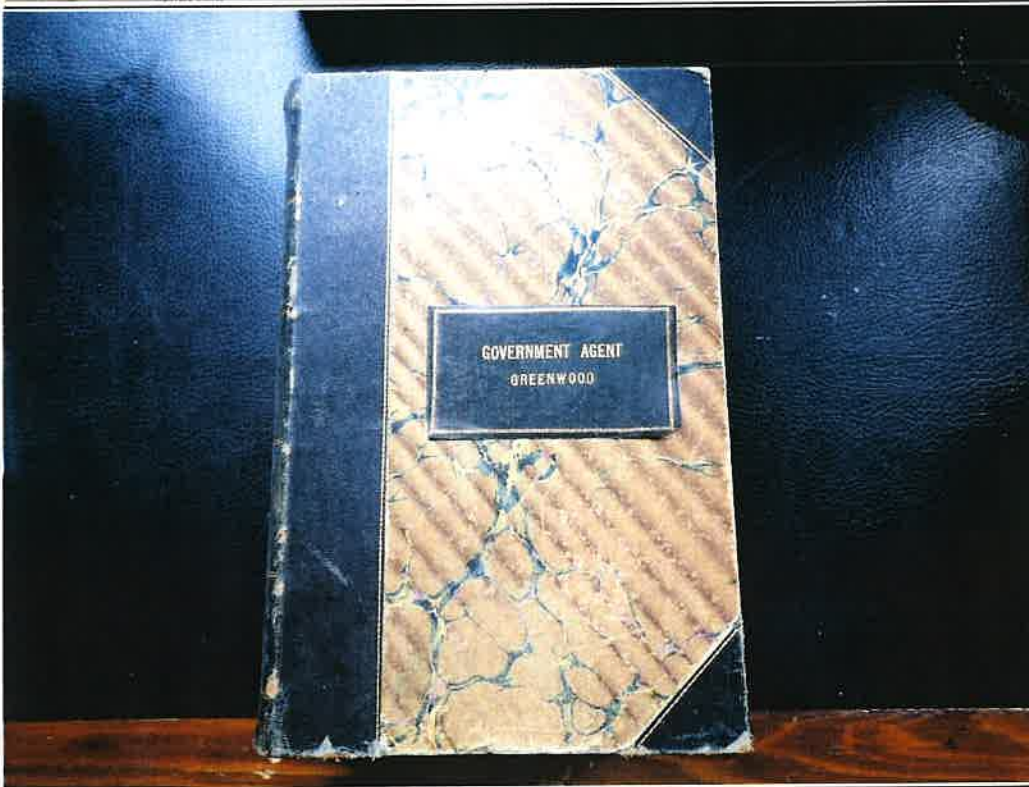
Notwithstanding the above, advertisements to have requiring only one insertion, to be at one-half the above rates.  
Advertisements in tabular form will be charged double the above rates.

The above scale of charges will cover the cost of four insertions.  
Over four insertions, 50 cents extra for each insertion.

If these advertisements contain more than one application for location and application for location will be charged for as a separate advertisement.

### Lands and Works Department.—Continued.

East Kootenay Dis., survey of Lots 2,284, 2,300, 2,306, 2,322, 2,348	1922 2548
East Kootenay District, survey of Lots 2,303, 2,318, 2,333, 2,349, 2,364	1922 2549
East Kootenay District, survey of Lot 2,313	1922 2550
East Kootenay District, survey of Lots 2,319 to 2,321	1922 2551
East Kootenay District, survey of Lots 2,325, 2,328, 2,330, 2,332 to 2,344, 2,360 to 2,362, 2,365 to 2,367	1922 2552
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Lillooet District, survey of Lot 2,078	1922 2563
Lillooet District, survey of Lot 2,079	1922 2564
Mayoek, Sisseton, Sisseton and Similkameen Land Resurvey Division, re-surveying	1922 2565
New Westminster District, survey of Lots 2,261, 2,262, 2,263, 2,264	1922 2566
New Westminster District, survey of Lots 2,265, 2,266, 2,267, 2,268	1922 2567
New Westminster District, survey of Lots 2,269, 2,270, 2,271, 2,272	1922 2568
New Westminster District, survey of Lot 2,273	1922 2569
Osoyoos District, survey of Lot 2,281 and part of Section 11	1922 2570
Osoyoos District, survey of Lot 2,282 and parts of Secs. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Tp. 2, Sec. 7 and 16, Tp. 21, Sec. 23 and 24, Tp. 21, Sec. 25 and 26, Tp. 21, Sec. 27 and 28	1922 2571



**HIGHWAY 3 MAYORS & CHAIRS COALITION**  
**MEETING AGENDA**

for Wednesday, June 12, 2024 at 1:00 PM  
in Castlegar Community Forum, 445 13th Avenue, Castlegar, BC

Page

3 - 4

**(a) CALL TO ORDER**

1. Mayor Wilks to call the meeting to order.

**(b) APPROVAL OF AGENDA AND LATE ITEMS**

1. **Late Item(s) to be added or removed from the agenda.**
2. **Agenda Approval**  
RECOMMENDATION: *that the agenda be approved as presented.*

**(c) ADOPTION OF MINUTES OF PREVIOUS MEETING(S) OF THE COALITION**

1. **Minutes of the Regular Meeting of the Highway 3 Mayors and Chairs Coalition held September 17, 2023 for adoption.**  
RECOMMENDATION: *that the minutes of the Regular Meeting of the Highway 3 Mayors and Chairs Coalition held September 17, 2023 be adopted as presented.*

**(d) PETITIONS, DELEGATIONS AND OTHER PRESENTATIONS**

1. **None.**

**(e) OLD BUSINESS**

1. **Top Priorities**
  1. **Creston Highway 3 alignment**
  2. **Morrissey eastbound passing lane, west of Fernie (Preliminary engineering stage)**
  3. **Northbound passing lane near the Brilliant Dam, Highway 3A between Castlegar and Nelson with shoulder widening when possible added to all projects.**
  4. **Yahk river crossing curves**
  5. **Whipsaw curves at Princeton**
2. **Next Priorities**
  1. **Wildlife Corridors - fit in with all projects**
  2. **"S" curves between Salmo and Ymir**
  3. **Passing lane between Cranbrook and Moyie rock cuts**
  4. **Erie Creek Bridge between Fruitvale and Salmo**
  5. **Mount Fernie Park Road Calming area (traffic circle) - Further consultation between MOTI and City of Fernie**

**(f) NEW BUSINESS**

1. **Updates from MOTI Regional Managers**
2. **UBCM Pre-Meeting: Cost of Space.** Discussion to be led by Mayor Wilks

**(g) REPORTS OF MEMBERS**

1. **None.**

**(h) CORRESPONDENCE**

1. **None.**

**(i) INFORMATION ITEMS**

1. **None.**

**(j) ANNOUNCEMENTS FROM MEMBERS**

1. Mayor Wilks to invite all members to share any announcements they may have.

Next meeting - September 15, 2024 @ 6:00 pm, UBCM, Vancouver

**(k) ADJOURNMENT**

1. Mayor Wilks to adjourn the meeting.

### HIGHWAY 3 MAYORS AND CHAIRS COALITION

Minutes of the Highway 3 Mayors and Chairs Coalition held on Sunday, September 17, 2023 at 6:00 PM in Cheakamus Room, Fairmont Waterfront, Vancouver BC

<b>PRESENT:</b>	David Wilks, District of Sparwood, Chair	<b>ABSENT:</b>	Everett Baker, City of Grand Forks
	Spencer Coyne, Town of Princeton		Arnold DeBoon, Town of Creston
	Stan Doehle, RDEK		Rob Gay, RDEK
	Steve Fairburn, District of Elkford		Colleen Jones, City of Trail
	Diana Lockwood, Village of Salmo		Frank Marino, Village of Warfield
	Maria McFaddin, City of Castlegar		Don McCormick, City of Kimberley
	Sue McKortoff, Town of Osoyoos		Janice Morrison, City of Nelson
	Doug McMynn, Village of Midway		Mark Pendergraft, RDOS
	Nic Milligan, City of Fernie		Ed Smith, City of Greenwood
	Andy Morel, City of Roseland		Kelly Vandenberghe, RDCK
	Steve Morrisette, Village of Fruitvale		Mike Walsh, Village of Montrose
	Wayne Price, City of Cranbrook		Jason Wiebe, Village of Keremeos
	Victor Smith, District of Hope		Linda Worley, RDKB

(a) **CALL TO ORDER**

1. Mayor Wilks called the meeting to order at 7:00 pm PST.

(b) **APPROVAL OF AGENDA AND LATE ITEMS**

1. **Late Item(s) to be added or removed from the agenda.**
2. **Agenda Approval**

HWY3-3 Moved and seconded that the agenda be approved as presented.

Carried

(c) **ADOPTION OF MINUTES OF PREVIOUS MEETING(S) OF THE COALITION**

1. **Minutes of the Regular Meeting of the Highway 3 Mayors and Chairs Coalition held April 12, 2023 for adoption.**

HWY3-4 Moved and seconded that the minutes of the Regular Meeting of the Highway 3 Mayors and Chairs Coalition held April 12, 2023 be adopted as presented.

Carried

(d) **OLD BUSINESS**

1. **Top Priorities for MOTI.** Discussion was led by Mayor Wilks
  1. Creston Highway 3 alignment
  2. Morrisey eastbound passing lane, west of Fernie (Preliminary engineering stage)
  3. Northbound passing lane near the Brilliant Dam, Highway 3A between Castlegar and Nelson with shoulder widening when possible added to all projects.
  4. Yahk river crossing curves
  5. Whipsaw curves at Princeton

(e) **ANNOUNCEMENTS FROM MEMBERS**

1. Mayor Wilks invited all members to share any announcements they had.
  - Destination BC is rebranding.
  - Alberta highway 3 twinning has been approved.

(f) **ADJOURNMENT**

1. Mayor Wilks adjourned the meeting at 7:10 pm PST.  
Next meeting - Castlegar City Hall on May 8, 2024, from 1:00 - 4:00 pm PST.

Certified Correct

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David Wilks, Mayor

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Megan Rawles, Corporate Officer

THE CORPORATION OF THE CITY OF GREENWOOD

BYLAW NO. 1015, 2024

A bylaw respecting the Financial Plan for the years 2024-2028

The Council of the Corporation of the City of Greenwood in an open meeting assembled enacts as follows:

1. Schedule A (Financial Plan 2024-2028) attached hereto and made part of this Bylaw, is hereby declared to be the Financial Plan of the Corporation of the City of Greenwood for the years 2024 to 2028
2. The 2024-2028 Financial Plan Statement of Objectives and Policies is set out in Schedule B and Schedule B is attached to and forms part of this bylaw.
2. This Bylaw may be cited for all purposes as the "**Bylaw No. 1015, 2024 - Financial Plan 2024-2028**".

Read a first time this	8th	day of	April	2024.
Read a second time this	8th	day of	April	2024.
Read a third time this	8th	day of	April	2024.

Adopted this day of April, 2024.

\_\_\_\_\_  
Mayor

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

<p>Certified a true copy of Bylaw No. 1015, 2024 as adopted by Resolution on this day of April 2024.</p> <p>_____ Corporate Officer</p>
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THE CITY OF GREENWOOD  
 Financial Plan 2024-2028 Amendment Bylaw No. 1015, 2024  
 SCHEDULE "A"

	2024	2025	2026	2027	2028
<b>Revenues</b>					
Property Taxation	676,988	716,689	758,773	803,381	850,666
Sale of Services	166,919	167,554	168,201	168,862	169,535
User Fees	473,900	521,230	573,399	630,762	693,856
Grants from other Govts	611,528	570,828	484,915	487,603	490,311
Grants for Capital Projects	994,905	3,833,641	1,676,500	276,500	0
Transfer from Reserves	296,553	1,637,871	485,488	265,970	134,671
Debt Proceeds	0	0	400,000	0	0
<b>Total Revenues</b>	<b>3,220,792</b>	<b>7,447,813</b>	<b>4,547,276</b>	<b>2,633,078</b>	<b>2,339,039</b>
<b>Expenditures</b>					
General Government Services	964,822	1,028,925	1,079,781	1,099,101	1,127,485
Public Works	353,946	361,661	369,685	378,029	386,708
Protective Services	97,950	98,666	99,411	100,185	100,990
Water Services	139,600	142,272	145,087	148,054	151,183
Sewer Services	159,650	163,836	168,077	172,475	177,233
Capital Asset Expenditures	1,198,250	5,348,753	2,425,000	425,000	30,000
Transfer to Reserves	306,574	303,701	260,235	310,233	365,440
<b>Total Expenditures</b>	<b>3,220,792</b>	<b>7,447,813</b>	<b>4,547,276</b>	<b>2,633,078</b>	<b>2,339,039</b>
<b>Financial Plan Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

THE CITY OF GREENWOOD  
 2024-2028 FINANCIAL PLAN  
 Statement of Objectives and Policies  
 Schedule "B" of Bylaw No. 1015, 2024

In accordance with Section 165 (3.1) of the Community Charter, the City of Greenwood is required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

1. The portion of total revenue that comes from each of the funding sources described in Section 165 (7) of the Community Charter;
2. The distribution of property taxes among property classes; and
3. The use of permissive tax exemptions.

**FUNDING SOURCES**

Table 1 shows the portion of total revenue proposed to be raised from each funding source in 2024.

- Government grants form the largest portion of planned revenue.
- Transfers from reserves form the second largest portion.
- Other sources of revenue form the third largest portion.
- Property taxation & user fees form the remaining portion of planned revenue.

**Table 1: Sources of Revenue**

REVENUE SOURCE	% OF TOTAL REVENUE	DOLLAR VALUE
Grants from other Govts	49.9%	\$1,606,432
Transfer from Reserves	9.2%	\$296,553
Other Sources	5.2%	\$166,919
Property Taxation	21.0%	\$676,988
User Fees	14.7%	\$473,900
Debt Proceeds	0.0%	\$0
<b>Total</b>	<b>100.0%</b>	<b>\$3,220,792</b>

**Objective**

Over the next 5 years, the City will increase the portion of revenue that is received from user fees by 3% and property taxation by 6% to cover increased operational costs.

The City will be evaluating their own property needs to determine what City-owned properties can be released for public sale in the future.

**Policies**

The City will review user fee levels to ensure they are adequately meeting both capital and delivery costs of the services that are charging user fees. A fees and charges Bylaw has been drafted to enable the collection of fees for various services rendered by the City of Greenwood.

THE CITY OF GREENWOOD  
2024-2028 FINANCIAL PLAN  
Statement of Objectives and Policies  
Schedule "B" of Bylaw No. 1015, 2024

**Distribution of Property Tax Rates**

Table 2 outlines the distribution of the property taxes among the property classes.

**Table 2: Distribution of Property Tax Rates**

PROPERTY CLASS	% OF TOTAL PROPERTY TAXATION	DOLLAR VALUE
Residential	85.6%	\$541,190
Business	13.4%	\$84,705
Utility	0.9%	\$5,519
Recreation	0.1%	\$435
Total	100.0%	\$631,849

**Objective**

To maintain a consistent percentage of total property taxation for each property class over the next 5 years.

**Policies**

Encourage economic development initiatives that will bring more business to Greenwood and the surrounding area. New businesses in Greenwood will help off set the tax burden of current businesses and provide employment for the residents of Greenwood.

**Permissive Tax Exemptions**

The City maintains a policy on permissive tax exemptions.