



THOMPSON-NICOLA
REGIONAL DISTRICT
The Region of BC's Best

05 2022
RECEIVED

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Kamloops, BC V2C 2A9
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Department: Planning

June 28th, 2022

Village of Ashcroft
District of Barriere
Village of Cache Creek
Village of Chase
District of Clearwater
Village of Clinton
District of Logan Lake
Village of Lytton
City of Merritt
Sun Peaks Mountain Resort Municipality

Dear Sir/Madam,

Subject: Regional Planning Agreement

This letter is further to our recent call and the May 27th CAOs' meeting where the *Regional Planning Agreement* was discussed. Please note that the *Agreement* between the Thompson-Nicola Regional District (TNRD) and ten member municipalities was renewed by the Board of Directors at their regular meeting of June 16, 2022, when the following resolution was passed (see attached Board Report):

The agreement between the Thompson-Nicola Regional District and the ten-member municipalities (excluding the City of Kamloops) respecting their 50% contribution to the Planning Function be renewed for another two, five-year terms.*

An agreement to support regional planning, including the Regional Growth Strategy, has been in place since the 1970s. It has historically been for a 5 year term and one renewal with ten municipalities on the same calendar (Oct. 2012 to 2022). Please note that Kamloops has a separate Regional Planning Agreement whereby they fund regional planning based upon City assessment.

With sound, comprehensive planning decisions and a regional function, we look forward to continuing our working partnership with each of our member municipalities in the context of the Board as a whole.

Attached, you will find signed two copies of the agreement. Please sign both copies of the agreement, keep one complete copy for your records, and return one to our office. The TNRD will confirm receipt. On request, I can meet with you or if this items needs to go to your Council, attend a meeting.

Please contact the undersigned if you have questions or wish for more information.

Yours truly,

R. Sadilkova, GM of Development Services

RS/cb

Enclosures

MUNICIPALITIES: Ashcroft | Barriere | Cache Creek | Chase | Clearwater | Clinton
Kamloops | Logan Lake | Lytton | Merritt | Sun Peaks

ELECTORAL AREAS: "A" "B" "E" "I" "J" "L" "M" "N" "O" "P"



Thompson-Nicola Regional District Regional Planning Agreement

THIS AGREEMENT dated for reference this 1st day of October of 2022.

BETWEEN:

THOMPSON-NICOLA REGIONAL DISTRICT a body corporate, having an office at 300-465 Victoria Street, Kamloops, in the Province of British Columbia, V2C 2A9
(hereinafter called the "TNRD")

OF THE FIRST PART;

AND:

Village of Ashcroft, a duly created Municipality, having an office and place of business at (PO Box 129) 601 Bancroft Street, Ashcroft in the Province of British Columbia, V0K 1A0;

District of Barriere, a duly created Municipality, having an office and place of business at (PO Box 219) 4936 Barriere Town Road, Barriere in the Province of British Columbia, V0E 1E0;

Village of Cache Creek, a duly created Municipality, having an office and place of business at (PO Box 7) 1389 Quartz Road, Cache Creek in the Province of British Columbia, V0K 1H0;

Village of Chase, a duly created Municipality, having an office and place of business at (PO Box 440) 826 Okanagan Avenue, Chase in the Province of British Columbia, V0E 1M0;

District of Clearwater, a duly created Municipality, having an office and place of business at (PO Box 157) 209 Dutch Lake Road, Clearwater in the Province of British Columbia, V0E 1N0;

Village of Clinton, a duly created Municipality, having an office and place of business at (PO Box 309) 1423 Cariboo Highway, Clinton in the Province of British Columbia, V0K 1K0;

District of Logan Lake, a duly created Municipality, having an office and place of business at (PO Box 190) #1 Opal Drive, Logan Lake in the Province of British Columbia, V0K 1W0;

Village of Lytton, a duly created Municipality, having an office and place of business at (PO Box 100) 380 Main Street, Lytton in the Province of British Columbia, V0K 1Z0;

City of Merritt, a duly created Municipality, having an office and place of business at (Box 189) 2185 Voght Street, Merritt in the Province of British Columbia, V1K 1B8; and

Sun Peaks Mountain Resort Municipality, a duly created Municipality, having an office and place of business at 106 - 3270 Village Way, Sun Peaks in the Province of British Columbia, V0E 5N0;

(hereinafter called the "Member Municipalities")

OF THE SECOND PART;

WHEREAS the Member Municipalities and TNRD support comprehensive region wide planning efforts such as the Regional Growth Strategy, Fringe Area Policy, Lake Development Guidelines, etc. for the benefit of all constituents, regional and municipal.

AND WHEREAS s. 381 of the Local Government Act permits a regional district and a municipality to enter into an agreement wherein the municipality participates in decision-making and shares in some but not all costs of services under Part 14 (Planning and Land Use Management) to the extent set out by agreement and in accordance with the terms and conditions for the municipality's participation established by the agreement.

AND WHEREAS the Member Municipalities have agreed to participate in and share in the cost of preparing, adopting and administering the plans, permits and bylaws of the Regional District and such other services authorized or contemplated by Part 14 of the Local Government Act (hereinafter called the "Planning Function").

NOW THEREFORE the Regional District and Member Municipalities covenant and agree as follows:

1. Scope and Purpose

- 1.1 During the term of this agreement, the Member Municipalities shall pay fifty percent (50%) of their respective share of the Planning Function costs apportioned to them on the basis of the converted value of land and improvements.
- 1.2 The Planning Function costs shall be those established and set in the Annual Budget of the Regional District and prepared according to recognized accounting principles on a basis consistent with the Annual Budget established process.
- 1.3 The Member Municipalities shall be entitled to take part in the Planning Function of the Regional District to the fullest extent possible as provided in the Local Government Act and amendments thereto and by the Letters Patent of the Regional District including, but not limited to, full right of discussion and voting on all matters authorized or contemplated by Part 26 (Planning and Land Use Management) of the Local Government.

2. Term

- 2.1 This agreement shall commence on the 1st day of October, 2022, for a term of five (5) years.
- 2.2 This agreement shall be considered renewed for one additional five (5) year term unless notice of termination has been given by the Member Municipalities in the last year of the agreement in accordance with the requirements of the Local Government Act.

3. Benefit

- 3.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors, heirs, administrators and assigns.

Corporate Administrator