

APPENDICES

APPENDIX 1: FARM OPERATION DEFINITION

The ALC refers to the FPPA for a definition of a "farm operation", which means any of the following activities involved in carrying on a farm business:

- a) Growing, producing, raising, or keeping animals or plants, including mushrooms, or the primary products of those plants or animals;
- b) Clearing, draining, irrigating, or cultivating land;
- c) Using farm machinery, equipment, devices, materials, and structures;
- d) Applying fertilizers, manure, pesticides, and biological control agents, including by ground and aerial spraying;
- e) Conducting any other agricultural activity on, in or over agricultural land;

and includes:

- f) Intensively cultivating in plantations any:
 - i) specialty wood crops; or
 - ii) specialty fibre crops;prescribed by the minister;
- g) Conducting turf production;
 - i) outside of the ALR; or
 - ii) in the ALR with the approval under the *Agricultural Land Commission Act* of the provincial ALC;

- h) Aquaculture as defined in the *Fisheries Act* if carried on by a person licensed, under Part 3 of that Act, to carry on the business of aquaculture;
- i) Raising or keeping game, within the meaning of the *Game Farm Act*, by a person licensed to do so under that Act;
- j) Raising or keeping fur-bearing animals, within the meaning of the *Fur Farm Act*, by a person licensed to do so under that Act;
- k) Processing or direct marketing by a farmer of one or both of;
 - i) the products of a farm owned or operated by the farmer; and
 - ii) within limits prescribed by the minister, products not of that farm;

to the extent that the processing or marketing of those products is conducted on the farmer's farm;

but does not include:

- l) An activity, other than grazing or hay cutting, if the activity constitutes a forest practice as defined in the *Forest and Range Practices Act*;
- m) Breeding pets or operating a kennel; and
- n) Growing, producing, raising, or keeping exotic animals, except types of exotic animals prescribed by the minister.

APPENDIX 2: ACTION ITEM NO. 14: SAMPLE REGULATIONS FOR ROADSIDE STANDS

The **operator** of any class of **roadside stand** must not:

- a) Sell at retail or display for sale at retail, from or in a building or structure or vehicle, any **farm produce** without first obtaining a **licence** to do so; or
- b) Operate any class of **roadside stand** other than the class for which the **licence** was issued.

Every **roadside stand operator** must:

- a) Ensure that his **roadside stand**:
 - i) has an interior that is easily maintained at all times in a sanitary condition;
 - ii) does not create a traffic hazard;
- b) Provide sufficient free vehicle parking to ensure that **roadside stand** customers:
 - i) are able to park their vehicles clear of all highways;
 - ii) are not required to reverse their vehicles onto a highway when leaving such **roadside stand**;
- c) Permit the **Property Use Inspector** or the **Building Official** to enter, at all reasonable times, onto any land and into any buildings to establish whether the provisions in this bylaw are being obeyed; and
- d) Comply with and ensure that all persons assisting or employed in the operation of such **roadside stand** comply with any provincial regulations governing sanitation and the operation of food premises.

Every **roadside stand operator** must:

- a) Only display or sell **farm produce** that is grown or raised on the roadside stand operator's farm;



- b) Provide toilet and hand washing facilities within 30 m (98.425 ft.) for the use of those persons assisting or employed in the operation of such **roadside stand**; and
- c) Ensure that such **roadside stand** is moved to the rear of the **parcel** of land or the group of contiguous **parcels** of land on which it is located whenever it is not being used for the display or sale of **farm produce** for a period of two weeks or longer.

APPENDIX 3: DRAFT LANGUAGE FOR TERMS OF REFERENCE FOR A PERMANENT AGRICULTURE ADVISORY COMMITTEE

Intent of the Agriculture Area Plan

The intent of the AAP is to increase agricultural viability and only support applications to the ALC where a significant enhancement to agriculture can be demonstrated (e.g. through the provision of irrigation infrastructure or other infrastructure to support the local agriculture industry, consolidation of lots). Each application to the ALC should be evaluated on its own merits and enhancements to agriculture should be weighed against the value of maintaining the current status of the land.

Role or Purpose of the Committee

The AAC aims to support increased agricultural production and enhancement within the City.

The purpose of the AAC is to provide input to the City on agricultural issues and opportunities within the community including:

- Applications to the ALC;
- Applications to amend official community plans and bylaws as they relate to agricultural land; and
- Assisting with comprehensive reviews of policies/regulations or proposals that could have a positive or negative impact on agriculture.

In reviewing applications, plans, proposals, or issues related to proposed changes to agricultural land, the following guiding principles will be considered:

- Existing relevant policies and regulations (i.e. *Agricultural Land Commission Act and Regulations*, KAMPLAN: Official Community Plan [OCP], and AAP);
- The effect of the proposal on the agricultural potential of the subject property and/or the agriculture industry;
- The effect of the proposal on adjacent ALR properties and surrounding agricultural production;
- The effect of the proposal on local/regional economic development;
- The effect of the proposal on intergenerational equity;
- The effect of the proposal on water resources and transportation issues;
- A rating of the priority or impact of the application on the maintenance of the agricultural land;
- Where appropriate, possible alternatives to the proposal; and

- The identification of issues relating to the protection of the ALR land specific to the application, including the use of appropriate buffering techniques aimed at enhancing land use compatibility.

The Agricultural Advisory Committee may also make recommendations on:

- Raising awareness of agriculture;
- Enhancing an understanding of agriculture's role in the local and/or regional economy;
- Addressing competition for the agricultural land base;
- Improving opportunities for joint funding of drainage and irrigation works; and
- Reporting on suggested practices to avoid conflict between competing land uses and/or appropriate buffering for non-farm uses abutting agricultural land.

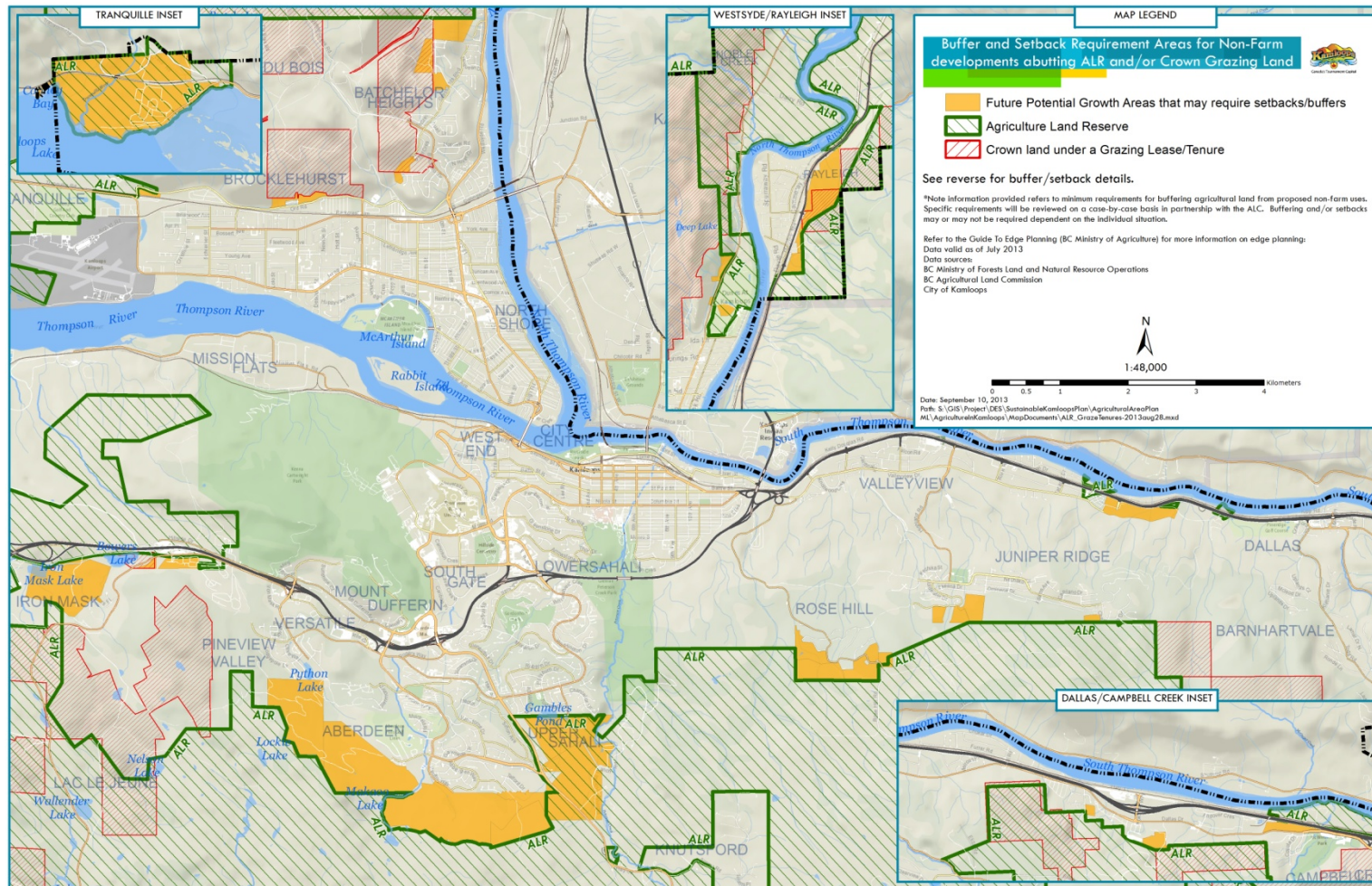
Membership

- The Committee should consist of seven-nine members appointed by the City representing a diversity of commodity groups, the processing and distribution sectors, and a member of Council. Consideration should also be given to including a university representative involved in agricultural courses or research.
- Appointments to the Committee should be for two years.
- The Chair should be elected from the Committee membership at the first meeting of each year.
- Members must:
 - Be residents of Kamloops.
 - Have an understanding of the agricultural planning framework and planning instruments including, but not limited to Kamloops' Official Community Plan, Agriculture Area Plan, zoning and other bylaws with respect to agricultural land use, *Local Government Act*, and *Agricultural Land Commission Act*.
 - Be committed to the AAC's objectives and available to attend most AAC meetings.
 - Have the ability to objectively review complex applications and planning considerations; and
 - Have access to a computer and an email address in order to receive and respond to communications and information including meeting packages.

Meeting Procedures

- The Committee should meet as needed. It is anticipated that meetings will be more frequent in the first few years in order to support implementation of the newly adopted AAP.
- Executive and secretarial support for the Committee can be provided by City staff.
- An agenda for the Committee will be prepared by City Staff and mailed to Committee members one week in advance of its meeting.
- The Committee will report to the designated staff representative from Development and Engineering Services.
- Committee members having a priority interest in an application or who are personally affected by an application must step aside from the discussion and subsequent vote on that particular matter.

APPENDIX 4: ACTION ITEM No. 26: ALR BUFFER REQUIREMENTS - WORK IN PROGRESS



Buffer and Setback Minimum Requirements: Urban-Agricultural Edge Planning

Objective

Given BC's limited habitable land base, expanding population and wide array of competing needs and interests, the likelihood of being able to use planning provisions to prevent incompatible land uses locating next to agricultural operations is low. Thus, effective methods that will heighten compatibility between neighbouring land uses must be employed. By increasing public awareness, developing landscape and spatial buffers and encouraging neighbourhood-friendly land management practices for both sides of the "fence", concerns and complaints that may arise between farmers and their neighbours can be minimized and at the same time allow farming to operate in a viable manner.

Suggested signage for urban edge:



Refer to BC Ministry of Agriculture and Lands Guide to Edge Planning 2009 for more details on edge planning and suggested plantings.

Note: One size does not fit all. Each parcel will be reviewed on a case by case basis to determine if/ to what extent buffering/setbacks are required.

Urban-side Edge Planning Area Example

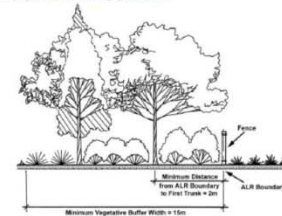


| Urban-Side Setback & Buffer Design Criteria for Urban-ALR EPAs | | | |
|--|---|--|--|
| | Setback Distance and Buffer Size | Buffer Height | Buffer Design Features |
| Level 1 | | | |
| Urban-side Residential Setback & Buffer* | Setback: 30 m from ALR boundary Buffer Width: 15 m - buffer is located within the 30 m setback | 6 m** (finished height) ***See Note 2 below | <ul style="list-style-type: none"> Mixed planting of fast growing tree and shrub species with foliage from base to crown - long thin foliage desirable. Include at least 50% evergreen conifers to collect dust & spray drift. No gaps in buffer and no tightly packed hedges; crown density of 50-75%. Design as wedge shaped if colour dilution desired. Design specifications and layout will be as per urban-side Buffer A or B (p.24), or existing vegetation may be retained as part of buffer (Buffer C, p.26). Leave 2 m of low growing or no vegetation from ALR boundary. If paths and passive recreational uses (e.g. picnic areas) are part of the landscaped buffer, the recreational features will not take up more than 10% the width of the buffer and they will be located away from the ALR boundary. |
| Level 2 | | | |
| Urban-side Non-Residential Setback & Buffer | Setback: 15 m from ALR boundary Buffer Width: 8 m - buffer is located within the 15 m setback (e.g. passive recreation, industrial, or commercial) | 6 m** (finished height) ***See Note 2 below | <ul style="list-style-type: none"> Either a double row of mixed deciduous/coniferous (with at least 60% evergreen conifer) or just coniferous, and hedging/screening shrub species with foliage from base to crown. Design specifications and layout will be as per urban-side Buffer C (p.27), or retain existing vegetation (Buffer C, p.28). Leave 2 m of low growing or no vegetation from ALR boundary. |

Urban-Side Buffer A (no berm) - Design specifications & layout

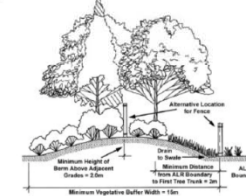
The Urban-side Buffer A includes:

- double row deciduous/coniferous trees (see Appendix B for plant list)
- triple row treasans inhabiting shrubs (see Appendix B for plant list)
- double row screening shrubs (see Appendix B for plant list)
- solid wood fence or chain link fence with a height of 6 feet (1.8 metres) and built as per Appendix C or as per the local government's fencing specifications.

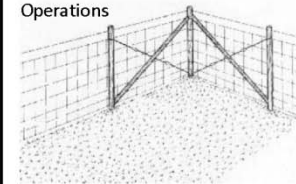


Urban-Side Buffer B (with berm) - Design specifications & layout

The Urban-side Buffer B includes all elements of Buffer A as well as a berm with minimum height 2 m above adjacent grades.



Page wire fencing is typically required for urban/suburban development abutting Crown grazing land per BC Ministry of Forests, Lands and Natural Resource Operations



This is the usual farm fencing used in Canada. Fencing manufacturers supply a variety of fence heights, wire sizes and wire spacings to suit various needs. For cattle and horses, use fencing 1050-1200 mm (42-48 in.) high; for sheep and pigs only, use fencing 800-900 mm (32-36 in.) high.

APPENDIX 5: ACTION ITEM NO. 40: FARM BUSINESS INCUBATOR DRAFT MEMORANDUM OF UNDERSTANDING

Kamloops Farm Business Incubator Program Memorandum of Understanding Between The City of Kamloops and Community Futures Thompson Country

Whereas the City of Kamloops (CoK) and Community Futures Thompson Country (CFTC) agree they continue to have a mutual interest in co-operative ventures to develop sustainable local agriculture programs that will enhance agriculture through education and public outreach.

Whereas commencing on _____ and expiring _____, CoK agrees to lease to CFTC _____ ac. of land and buildings, shown on attached map _____, located in the CoK, for a rental rate of \$1 per year.

Whereas CFTC's purpose in operating the Kamloops Farm Business Incubator Program is to work closely in collaboration with its partners, including local farmers; municipal, provincial, and federal agencies; community organizations; and funders to achieve the following CFTC and CoK joint mission:

"Our mission is to grow new viable farming enterprises that are financially and ecologically sustainable and build on the local agricultural economy. To help individuals develop their capacity to earn a livelihood as farmers, thus contributing skilled labour to the local agricultural economy which, in hopes, will lead to an increase in the number of small, local farm businesses."

Whereas the farming activities at the Kamloops Farm Business Incubator Program will focus people's attention on the relationship of land and sustainable food production, allowing children and adults to share work and knowledge, neighbourhoods to share common goals, and skilled growers and farmers to teach beginners.

Whereas the Kamloops Farm Business Incubator Program's activities will contribute positively to preserving the agricultural landscape and industry within the City of Kamloops and it will protect valuable agricultural soils for future generations.

Whereas CFTC agrees to all of the following terms and conditions over the duration of this Memorandum of Understanding:

1. To develop and manage a working farm on the leased premises that will model innovative and educational responses to agricultural planning through sustainable production;
2. To develop and offer programs located at Kamloops Incubator Farm, offering training in agriculture and entrepreneurial farm business practices and access to land for related and appropriate farm businesses, with preference given to persons of limited resources;
3. To develop and implement Kamloops Farm Business Incubator programs offering learning opportunities that will encourage the art, skills, and science of growing food using farming methods that are sensitive to the natural environment;
4. To develop and offer appropriate public outreach events and demonstration projects in partnership with CoK that inform local farmers and the public about issues and practices related to sustainable farming in Kamloops;
5. To be good stewards of the land and provide for best management practices in the agricultural use of the land and to act in a manner consistent with sustaining these 10 ha of good agricultural soils in Kamloops; and
6. Kamloops Farm Business Incubator Program's business plan and practices will make every effort to avoid competition and otherwise support the local agricultural economy.

For the duration of the lease term, it will be the obligation of the CoK to ensure that the Memorandum of Understanding and lease terms are being upheld.

To this end, both parties agree that during the duration of the lease, CFTC shall provide written annual reports by November 30 of each calendar year to the CoK's Planning and Development Division identifying crop production, land stewardship, product sales, educational programs, and other information consistent with this Memorandum of Understanding.

Additionally, both parties agree that when each lease term expires, the CoK Planning and Development Division shall conduct a five-year review of the Kamloops Farm Business Incubator Program operations and management to ensure the Memorandum of Understanding and lease terms are being upheld. The five-year review will in no way affect the CFTC's ability to renew for additional periods of five years each as long as the Memorandum of Understanding and the lease are maintained and upheld.

Witness:

Agreed to and Signed by:

The City of Kamloops

By: _____

Community Futures-Thompson Country

By: _____

APPENDIX 6: ACTION ITEM NO. 40: FARM BUSINESS INCUBATOR PROGRAM OUTLINE

Mission:

Our mission is to grow new viable farming enterprises that are financially and ecologically sustainable, build on the local agricultural economy, and to help individuals develop their capacity to earn a livelihood as farmers, thus contributing skilled labour to the local agricultural economy which, in hopes, will lead to an increase in the number of small, local farm businesses.

Intent:

- Address the aging farmer population by training new farmers and providing them with the tools for success.
- Foster national food security.
- Create opportunities for economic development.
- Empower our communities.
- Remove barriers to help new entrants scale into farming by providing access to:
 - Training and education;
 - Land;
 - Capital;
 - Markets; and
 - Farming experience.
- Reduce farmer isolation through built-in network.
- Help build and sustain our local food system.
- Keep farmland in active, ecologically sound production.
- Preserve "agricultural" knowledge for future generations.

Farm Incubator Components:

- Land access.
- Farmer education.
- Infrastructure/equipment access.
- Peer support.
- Marketing support.

- Access to capital.
- On-farm technical assistance.
- Consumer base.

Program Challenges to Overcome:

- Lack of local training infrastructure.
- Access to land.
- Limited funding and staffing.
- Managing shared infrastructure.
- Working with diverse groups.
- A need for comprehensive programming.
- Gardening vs. market farming - this is a business incubator program.
- Site development and infrastructure needs.
- Irrigation.
- No two projects are the same.
- No standardized toolkits or guidebooks.
- Transition to land ownership.
- Lease arrangements.
- Infrastructure.
- Capitalization.

Farmers will Receive Technical Assistance related to:

- Accounting.
- Recordkeeping.
- Production.
- Marketing.
- Business planning.
- Goal Setting.

Desired Economic and Community Outcomes:

- Business plans developed/completed/updated.
- Local jobs created and retained.
- Number of clients growing from year to year.
- Successful businesses developed and retained.
- Household income by year as farmer increasing.
- Clients leaving poverty.
- Wealth/asset creation.
- Long-term access to land - lease/buy.

Access to Funding:

To start this program, maintain it, as well as for new farmer program participants - funding sources.

Potential Sites:

- Rayleigh Tournament Capital Ranch.
- Former Agriculture and Agri-Food Canada Federal Research Station, Ord Road.

Successful New Farmer Incubator Programs:

- <http://southsideclt.org/urbanedge>
- <http://nesfp.nutrition.tufts.edu/downloads/nta/Natl%20TA%20Webinar%201%20-%20Overview.pdf>
- <http://www.trca.on.ca/the-living-city/programs-of-the-living-city/near-urban-agriculture/farmstart-mcvean-new-farmers-project.dot>
- <http://www.ignatiusguelph.ca/farm/>

Demand for Farming:

Conduct a survey to get a list of individuals locally/regionally looking for access to land to start farming.

Partnership:

City of Kamloops for the provision of land and Community Futures Thompson Country for the management and maintenance of the program.

Details to work through with regard to partnership:

- Annual land lease of \$1 to CFTC.
- Five-year renewable lease.
- Recruitment - primarily low-income/limited resource residents.
- Irrigation system.
- Washing station, farm equipment, hoop houses, and other infrastructure.
- Animal/human fencing to protect farmers' plots.
- Interpretive signage.
- Farm name and branding.
- 1-2 ac. (0.4-0.8 ha) farm plots.
- Technical assistance.
- Marketing.
- Product sales.
- Transition to farmer-led collaborative management system when the time is right.
- Lease agreements with farmers.
- Organic.
- 10 ha of land needed for production, not counting infrastructure - 10 ha would provide 1 ha plots for ten people or a combination thereof (e.g. 2 ha for five farmers).
- Seasonal workers/volunteers - farmer's discretion.
- Monthly meetings with CFTC (as facilitator) and farmers until farmers can manage themselves