1. Call Regular Council Meeting to Order

2. Introduction of Late Items

3. Adoption of Agenda

4. Adoption of Minutes:
   4.1 Minutes of the May 19, 2015 Regular Council Meeting

5. Presentations:
   5.1 Recognition of Excellence - Successful AED Rescue

6. Delegations (5 minutes maximum):
   6.1 Colleen Wright and Kerri Milton
   Re: Jail 'n Bail – Cancer Society

7. Reconsideration of Bylaws and Permits:
   7.1 Solid Waste Collection and Disposal Amendment Bylaw No. 2015-26

8. Staff Reports:
   MED 8.1 2015 Mid-Year Electrical Rate Increases
   Re: Fees and Charges Amendment Bylaw No. 2015-32
   Staff Recommendation: THAT Council give first, second and third reading to “Fees and Charges Amendment Bylaw No. 2015-32”.

   SP 8.2 Development Variance Permit PL2015-028
   Re: #164 – 170 Stocks Crescent
   Staff Recommendation: THAT Council approve “Development Variance Permit PL2015-028” for Strata Lot 65, District Lot 2710, Similkameen Division Yale District, Strata Plan KAS2789 located at #164-170 Stocks Crescent, a permit to increase the maximum strata lot coverage for a two storey building from 40% to 46%; AND THAT staff be directed to issue “Development Variance Permit PL2015-028”.
Strata Conversion PL2014-096

Re: 2318 McGraw Street

**Staff Recommendation:** THAT Council approve the strata conversion of an existing ‘fee-simple’ duplex to a strata-titled duplex for Lot 2, District Lot 116, Similkameen Division Yale District, Plan 25423, located at 2318 McGraw Street, subject to the following conditions:

i. Correction of all deficiencies related to the BC Building Code and as requested by the Building and Permitting Manager, including the decommissioning of secondary suites;

ii. Registration at the Land Title Office prior to November 1, 2015.

Special Occasion (Beer/Wine Garden) Licence Applications

**Staff Recommendation:** THAT Council, subject to the approval of the RCMP and Liquor Control and Licensing Branch, approve the following Special Occasion (Beer/Wine Garden) Licenses:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Event Location &amp; est. attendance</th>
<th>Beer Garden or Whole Site License</th>
<th>Event Dates Requested</th>
<th>Event Operating Hours</th>
<th>Number of Event Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penticton Art Gallery (reoccurring)</td>
<td>Art Gallery &amp; Ikeda Gardens (250)</td>
<td>Whole site (Ikeda Gardens)</td>
<td>June 27, 2015</td>
<td>5:30pm to 11:00pm*</td>
<td>01</td>
</tr>
<tr>
<td>Penticton Oktoberfest (reoccurring)</td>
<td>Penticton Trade and Convention Centre (700)</td>
<td>Indoor event</td>
<td>October 24, 2015</td>
<td>6:00pm to 12:30am</td>
<td>01</td>
</tr>
</tbody>
</table>

* Hours exemption approval for after 10:00pm outdoor events.

Non-SD67 School Rate Pricing Model and Options

**Staff Recommendation:** THAT THAT Council direct staff to implement Fees & Charges for Local Non-School District 67 (SD67) schools as per the following options:

**Pool Options for Non-SD67 Schools:**

a. Maintain current rates
b. 30% off drop-in rates for groups of 30 or more students
c. 50% off drop-in rates for groups of 30 or more students
d. Same fee structure as SD67 and create a Joint Use Agreement with each school
e. As Council otherwise directs

**McLaren Arena Options for Non-SD67 Schools:**

a. Maintain current rates
b. 25% off current “Local Youth Non-Profit” rates
c. 50% off current “Local Youth Non-Profit” rates
d. Same fee structure as SD67 and create a Joint Use Agreement with each school
e. Offer as Council otherwise directs

**Other City Facility Rentals Options for Non-SD67 Schools:**

a. Maintain current rates
b. 25% off current “Local Youth Non-Profit” rates
c. 50% off current “Local Youth Non-Profit” rates
d. Same fee structure as SD67 and create a Joint Use Agreement with each school
e. As Council otherwise directs

AND THAT Council direct staff to amend the Fees & Charges Bylaw accordingly; AND THAT Council recognizes Local Non-School District 67 schools as grade schools (1 – 12) located within City of Penticton boundaries and Penticton Indian Band lands.
Staff Recommendation: THAT Council give three readings to “Responsible Dog Owner Bylaw No. 2015-27”; AND THAT Council give three readings to “Municipal Ticketing Information Amendment Bylaw No. 2015-28”; AND THAT Council give three readings to “Bylaw Notice Enforcement Amendment Bylaw No. 2015-29”; AND THAT Council give three readings to “Fees and Charges Amendment Bylaw No. 2015-30; AND FURTHER THAT Council give three readings to “Business Licence Amendment Bylaw 2015-31”.

9. Correspondence

9.1 Christy Clark, Premier
Re: 2015 UBCM Convention, Vancouver, BC

10. Committee and Board Reports

10.1 Downtown Revitalization Sub-Committee meeting of April 16, 2015
Recommendation: THAT Council receive the minutes of the Downtown Revitalization Sub-Committee meeting of April 16, 2015.

11. Notice of Motion

Notice of Motion provided by Councillor Martin:

WHEREAS the District of Penticton was incorporated on the 31st day of December 1908; AND WHEREAS the Council of the City of Penticton wishes to celebrate this event annually;

NOW THEREFORE BE IT RESOLVED that Council direct staff to prepare a Request for Proposal for the organization and administration of festivities to celebrate Penticton’s Birthday;

AND FURTHER THAT the City investigate ways to leverage or create synergies with other community celebrations such as Canada Day or BC Day.

12. Other Business

13. RDOS Update

14. Business Arising from In-Camera

15. Media and Public Question Period

16. Adjournment
Minutes

Regular Council Meeting
held at City of Penticton Council Chambers
171 Main Street, Penticton, B.C.

Tuesday, May 19, 2015
at 6:00 p.m.

Present: Mayor Jakubeit
        Councillor Sentes
        Councillor Konanz
        Councillor Martin
        Councillor Watt
        Councillor Picton
        Councillor Sayeed

Staff: Chuck Loewen, Acting City Manager
       Dana Schmidt, Corporate Officer
       Mitch Morozuk, Director of Operations
       Colin Fisher, Chief Financial Officer
       Jules Hall, Director of Development Services
       Simone Blais, Communications Officer
       Angie Collison, Deputy Corporate Officer

1. Call to Order

The Mayor called the Regular Council meeting to order at 6:00 p.m.

2. Introduction of Late Items

270/2015

It was MOVED and SECONDED
THAT Council add Delegation item 6.6 Friends of Munson Mountain.

CARRIED

Councillors Sentes and Picton, Opposed

3. Adoption of Agenda

271/2015

It was MOVED and SECONDED
THAT Council adopt the agenda for the Regular Council meeting held on May 19, 2015 as amended.

CARRIED UNANIMOUSLY
4. **Adoption of Minutes**

4.1 Minutes of the May 4, 2015 Regular Council Meeting

272/2015

**It was MOVED and SECONDED**
THAT Council adopt the minutes of the May 4, 2015 Regular Council Meeting as presented. **CARRIED UNANIMOUSLY**

4.2 Minutes of the May 7, 2015 Special Council Meeting

273/2015

**It was MOVED and SECONDED**
THAT Council adopt the minutes of the May 7, 2015 Special Council Meeting as presented. **CARRIED UNANIMOUSLY**

4.3 Minutes of the May 11, 2015 Public Hearing

274/2015

**It was MOVED and SECONDED**
THAT Council receive the minutes of the May 11, 2015 Public Hearing as presented. **CARRIED UNANIMOUSLY**

4.2 Minutes of the May 11, 2015 Special Council Meeting

275/2015

**It was MOVED and SECONDED**
THAT Council adopt the minutes of the May 11, 2015 Special Council Meeting as presented. **CARRIED UNANIMOUSLY**

5. **Presentations**

5.1 **Shriner Ceremonial Days – May 29-30, 2015**

Mayor Jakubeit proclaimed May 29-30, 2015 as “Shriner Ceremonial Days” in the City of Penticton.

5.2 **Cycling4Diversity Week – May 17 – 23, 2015**

Mayor Jakubeit proclaimed May 17-23, 2015 as “Cycling4 Diversity Week” in the City of Penticton.

6. **Delegations**

6.1 **Auditors – Jonathan McGraw, BDO Canada LLP**
Re: Financial Statements


276/2015

**It was MOVED and SECONDED**
THAT Council accept the 2014 Financial Statements as circulated. **CARRIED UNANIMOUSLY**

6.2 **Patty Otteson & John Cote, RDOS**
Re: Bike to Work Week - 2015

Patty Otteson and John Cote, RDOS, challenged the City of Penticton to participate in Bike to Work Week, May 25 – 29, 2015.
6.3 Dave Del Rizzo, President
Re: Peach City Community Radio Announcement

Dave Del Rizzo, President of Peach City Community Radio, announced that they have licence approval and will be broadcasting locally in 2016.

6.4 Daniel Pizarro, BC Transit
Re: Penticton Transit Operations and Transit Future Plan

Daniel Pizarro, BC Transit, provided Council with an update regarding the future plans of transit in Penticton.

6.5 Gary McBryde, PACA
Re: Include PACA in License to Use Munson Mt. Site

Gary McBryde, Co-Chair of PACA, requested Council include PACA in BMX licence to use at Munson Mountain site and spoke in support of option 1 of the staff report.

6.6 Friends of Munson Mountain
Re: BMX Track Opposition

Barbara Lambert, spoke in opposition to the use of 630 Munson Mountain as a bike facility.

7. Reconsideration of Bylaws and Permits

7.1 Fees and Charges Amendment Bylaw No. 2015-22

277/2015

It was MOVED and SECONDED
THAT Council adopt “Fees and Charges Amendment Bylaw No. 2015-22”.

CARRIED UNANIMOUSLY

Councillor Sentes returned to the meeting at 7:09 p.m.

8. Staff Reports

Councillor Sentes declared a conflict and left the meeting at 7:04 p.m.

8.1 Development Variance Permit PL2015-022
Re: 3957 Lakeside Road

278/2015

It was MOVED and SECONDED
THAT Council approve revised “Development Variance Permit PL2015-022” for Lot A, District Lot 190, Similkameen Division Yale District, Plan 26789, located at 3957 Lakeside Road, a permit to decrease the minimum required front yard 6.0m to 5.5m and to reduce the minimum rear yard from 6.0m to 1.0m, in order to construct a second storey on an existing home; AND THAT staff be directed to issue revised “Development Variance Permit PL2015-022”.

CARRIED UNANIMOUSLY
8.2 BMX Track Relocation – ALC Update
Re: Munson Mountain

279/2015

It was MOVED and SECONDED
THAT Council hire an Agrologist to assess the land quality at 630 Munson Mountain, and in the interim, evaluate other location opportunities for PACA and the BMX Club.

CARRIED UNANIMOUSLY

8.3 Solid Waste Collection and Disposal Amendment Bylaw No. 2015-26

280/2015

It was MOVED and SECONDED
THAT Council give first, second, and third reading to “Solid Waste Collection and Disposal Amendment Bylaw No. 2015-26”, a bylaw to amend “Solid Waste Collection and Disposal Bylaw 2011-39” to change the manner in which solid waste is addressed in the downtown core.

CARRIED UNANIMOUSLY

8.4 Pickleball Court Development

281/2015

It was MOVED and SECONDED
THAT Council approve the development of 4 Pickleball courts in 2015 on a portion of 2965 South Main Street;
AND THAT Council approve the future development of up to 4 additional courts (for a total of 8) adjacent the courts noted above subject to a funding contribution from the Penticton Pickleball Association;
AND THAT Council approve the allocation of the SILGA grant in the amount of $10,000 to be utilized to fund a portion of the development of Pickleball courts;
AND FURTHER THAT staff continue to work with the Penticton Pickleball Association on funding partnerships for future Pickleball amenity development.

CARRIED UNANIMOUSLY

8.5 Skaha Marina Area Development

282/2015

It was MOVED and SECONDED
THAT Council receive this report for information; AND THAT Council after:
• Reviewing the Skaha Marina – Marina Development Agreement, contained in Attachment “A” to this Council Report;
• Reviewing the Skaha Marina – Waterpark Development Agreement, contained in Attachment “B” to this Council Report;
• Allowing Trio to present their proposed development plans for the Marina and Waterpark to the public at various venues over the period May 20 – June 19, 2015; and
• Listening to citizen comment regarding the proposed marina and waterpark development at a Special Council meeting of June 29, 2015. Will select one of the following alternatives:
  THAT Council authorize the Mayor and Corporate Officer to execute the Skaha Marina – Marina Development Agreement and the Skaha Marina – Waterpark Development Agreement; or
  THAT Council authorize the Mayor and Corporate Officer to execute the Skaha Marina – Marina Development Agreement; or
THAT Council authorize the Mayor and Corporate Officer to execute the Skaha Marina – Waterpark Development Agreement; or
THAT Council provide direction to staff regarding changes that they would like to see.

CARRIED UNANIMOUSLY

8.6 2015 Mid-Year Electrical Rate Increases

283/2015

It was MOVED and SECONDED
THAT Council direct staff to maintain the current electric rates and find the increase of 1.83% from capital projects or surplus.

DEFEATED
Mayor Jakubeit and Councillors Watt, Picton, Sentes, Opposed

284/2015

It was MOVED and SECONDED
THAT the 2015 Mid-Year City of Penticton Electric Rates be revised to reflect:
• A 2.20% FortisBC increase effective July 1, 2015

AND GIVEN THAT the Utility Rate Review is underway and scheduled to be completed on September 15, 2015; AND THAT this review may alter electrical utility rates the 2.20% increase should be applied at the Wholesale Power Purchase Level (1.83%), lowest impact to the customer and any adjustments required should be addressed as part of Utility Rate Review process;
AND THAT that the following schedule for the rate setting process be utilized:
• May 19, 2015 – Introduction of the proposed rates
• June 1, 2015 – Public input session, Council Direction and First 3 Readings of a Bylaw to amend the Fees and Charges Bylaw
• June 15, 2015, Council Meeting – Adoption of the amending Bylaw to the Fees and Charges Bylaw
• July 1, 2015 – New electrical rates take effect

AND FURTHER THAT notification advising the public of the public input session on June 1, 2015 be advertised in the Penticton Western News.

CARRIED
Councillors Sayeed, Konanz and Martin, Opposed

8.7 Asset Management Planning Grant

285/2015

It was MOVED and SECONDED
THAT Council support an application for grant funding to the Union of BC Municipalities (UBCM) under the Asset Management Planning Program to complete an Asset Management Investment Plan as the second step in developing the City’s integrated asset management program.

CARRIED UNANIMOUSLY

8.8 Strategic Priorities Fund – Capacity Building

286/2015

It was MOVED and SECONDED
THAT Council support an application for grant funding to the Union of BC Municipalities (UBCM) under the Strategic Priorities Fund – Capacity Building stream to develop a Prioritization Framework for Capital Infrastructure Planning as a next step in the development of an organizational asset management program.

CARRIED UNANIMOUSLY
9. Correspondence

9.1 Yellow Lake Dock Project
   Re: Request for funding

287/2015

It was MOVED and SECONDED
THAT Council receive the letter regarding the request for funding for the Yellow Lake Dock Project.

CARRIED
Councillor Sentes, Opposed

10. Committee and Board Reports

10.1 Development Services Advisory Committee Meeting of April 2, 2015

288/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Development Services Advisory Committee Meeting of April 2, 2015.

CARRIED UNANIMOUSLY

10.2 Community Sustainability Committee Meeting of April 2, 2015

289/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Community Sustainability Committee Meeting of April 2, 2015.

CARRIED UNANIMOUSLY

10.3 Heritage and Museum Committee Meeting of April 10, 2015

290/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Heritage and Museum Committee Meeting of April 10, 2015.

CARRIED UNANIMOUSLY

10.4 Transportation Advisory Committee Meeting of April 21, 2015

291/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Transportation Advisory Committee Meeting of April 21, 2015.

CARRIED UNANIMOUSLY

292/2015

It was MOVED and SECONDED
THAT Council direct the Bylaw Department to issue warning tickets only to delivery trucks who are in contravention of the Traffic bylaw in the industrial zone until a permanent solution can be found.

CARRIED
Councillor Picton, Opposed
10.5 Agriculture Committee Meeting of April 22, 2015

293/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Agriculture Committee Meeting of April 22, 2015.

CARRIED UNANIMOUSLY

294/2015

It was MOVED and SECONDED
THAT Council receive the recommendation from the Agriculture Committee recommending the City reassess the agricultural capabilities of 630 Munson Mountain Road prior to any decision to alter the use of the lands.

CARRIED UNANIMOUSLY

10.6 Penticton Creek Restoration Committee Meeting of April 23, 2015

295/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Penticton Creek Restoration Committee Meeting of April 23, 2015.

CARRIED UNANIMOUSLY

10.7 Community Sustainability Committee Meeting of May 6, 2015

296/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Community Sustainability Committee Meeting of May 6, 2015.

CARRIED UNANIMOUSLY

10.8 Development Services Advisory Committee Meeting of May 7, 2015

297/2015

It was MOVED and SECONDED
THAT Council receive the minutes of the Development Services Advisory Committee Meeting of May 7, 2015.

CARRIED UNANIMOUSLY

11. Notice of Motion

Councillor Martin will be providing a Notice of Motion regarding recognition of Penticton's birthday.

12. Other Business

13. RDOS Update

14. Business Arising from In-Camera

15. Media and Public Question Period
16. Adjournment

298/2015

It was MOVED and SECONDED

THAT Council adjourn the Regular Council meeting held on Tuesday, May 19, 2015 at 10:13 p.m.

CARRIED UNANIMOUSLY

Certified correct: Confirmed:

____________________________ ______________________________
Dana Schmidt  Andrew Jakubeit
Corporate Officer  Mayor
I would like to provide Council a brief report outlining the details of a well-executed response to an incident by the Recreation Department Team at the Penticton Community Centre. Emergency response is part of the aquatics staff job and while it is not typical in their daily duties, this particular response which saved one of our patron’s lives I believe is worthy of recognizing a job well done.

At approximately 7:30 pm on April 16, aquatic staff Lisa O’Daly and Graeme Naish attended a request for first aid in the gymnasium. Gary Gierlich, a Pickleball player, had collapsed on the court. Lisa quickly determined that Gary was not breathing effectively and initiated our AED (Automated External Defibrillator) protocol. Graeme arrived as she was preparing the AED and started CPR. The AED indicated a shock was required, so Lisa delivered it. There was no response from Gary so Graeme continued CPR. After another 30 compressions and 1 breath, Gary started breathing and regained consciousness. The ambulance arrived and transported Gary to the hospital.

The rescue was flawlessly executed and, without a doubt, saved Gary’s life.

The support of reception staff and other aquatic staff during the incident also contributed to the exemplary team work demonstrated that evening.

Kerry Wagner, Aquatics Supervisor, exhibited strong leadership skills in managing the extensive follow up required after dealing with a major incident.

On May 22, the Penticton Community Centre was recognized by the Lifesaving Society with an AED Rescue Commendation for “recognition of lifesaving actions within the Lifesaving Society AED Quality Assurance Program”. Lisa accepted this on behalf of the Community Centre and we managed to get Graeme off deck to share in the photo opportunity.

On May 23, Gary stopped by the Community Centre to meet Lisa and Graeme. There were a few tears from everyone…his gratitude is really beyond words. He is expected to make a full recovery and plans to be back at Pickleball as soon as the doctor says it is okay.

I am very proud of the entire staff team in executing their skills and training to manage a challenging incident and I am grateful for the successful results.
Attachments
Attachment A – Photo of Gary, Lisa, Graeme and Gary’s wife on May 22, 2015 (post-incident)
Attachment B – Photo of Lisa and Graeme receiving recognition from the Lifesaving Society

Respectfully submitted,

Lori Mullin
Lori Mullin
Recreation Manager

Approvals

Acting City Manager

CAL
Request to Appear as a Delegation

Preferred Council Meeting Date: June 1, 2015
Second choice(s): June 15, 2015
Subject matter: Jail n Bail - Cancer Society

Name of person(s) making presentation:
Colleen Wright and Keri Milton

Address: 206-212 Main St
Penticton B.C.

Phone:
Email:

Please provide details of your presentation:

To give details about a fun and important fundraiser for pediatric cancer patients. The first ever Jail n Bail held downtown. This will involve the entire community and raise funds for a specific Penticton child as well as pediatric cancer patients.

Please note:

- This form and its content is part of the public record.
- Written copies of your submission must be presented to the Corporate Officer by 9:30 a.m. on the Wednesday before the meeting either by email, fax or in person.
- PowerPoint presentations must be emailed no later than 9:30 a.m. the date of the meeting. We recommend you bring backup PowerPoint files with you on a memory stick.
- Delegations are limited to 5 minutes.

Corporate Office
Dana Schmidt, Corporate Officer
171 Main Street, Penticton, B.C., V2A 5A9

Phone: 250-490-2405
Fax: 250-490-2402
dana.schmidt@penticton.ca
WHEREAS the Council of the City of Penticton has adopted a Solid Waste Collection and Disposal Bylaw pursuant to the provisions of the *Community Charter*;

AND WHEREAS the Council of the City of Penticton wishes to amend Solid Waste Collection and Disposal Bylaw No. 2011-39;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the City of Penticton in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title**
   
   This bylaw may be cited as “Solid Waste Collection and Disposal Amendment Bylaw No. 2015-26”.

2. **Purpose**

   Solid Waste Collection and Disposal Bylaw No. 2011-39 is hereby amended as follows:

   2.1 Delete ‘Downtown Core’ under definitions and replace with the following:

   “Downtown Core” means the area defined in Schedule F – “Downtown Core – Elimination of Bins” and includes all properties with the exception of properties which contain a Residential Dwelling Premise receiving curbside collection of solid waste and recycle materials from the City of Penticton.

   2.2 Add the following definition:

   “Tote(s)” means specifically designed waste collection, wheeled containers with a volume not to exceed 96 US gallons (365 litres) fitted with a lid and equipment that will allow the tote to be dumped mechanically by a garbage truck.

   2.3 Delete Section 10.1 – 10.2 and replace with the following:

   10.1 Bins servicing Premises located within the area identified in Schedule F “Downtown Core – Elimination of Bins” shall be kept entirely within the Premises and shall not encroach onto the lane or road right of way.

   10.2 Totes servicing Premises within the area identified in Schedule F “Downtown Core – Elimination of Bins” will be permitted within the lane right-of-way 7 days per week for collection purposes.

   10.3 Loose bags of waste or recyclables are not permitted to be placed within the road or lane right of ways within the area identified in Schedule F “Downtown Core – Elimination of Bins”.

---

*The Corporation of the City of Penticton*

**Bylaw No. 2015-26**

*A bylaw to amend the Solid Waste Collection and Disposal Bylaw*
READ A FIRST time this 19 day of May, 2015
READ A SECOND time this 19 day of May, 2015
READ A THIRD time this 19 day of May, 2015
ADOPTED this day of , 2015

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer
Date: May 19, 2015
To: Chuck Loewen, Acting City Manager
From: Mitch Moroziuks, Director of Operations
Subject: 2015 Mid-Year Electrical Rate Increases

Staff Recommendation

THAT the 2015 Mid-Year City of Penticton Electric Rates be revised to reflect:

- A 2.20% FortisBC increase effective July 1, 2015

AND GIVEN THAT the Utility Rate Review is underway and scheduled to be completed on September 15, 2015;

AND THAT this review may alter electrical utility rates the 2.20% increase should be applied at the Wholesale Power Purchase Level (1.83%), lowest impact to the customer and any adjustments required should be addressed as part of Utility Rate Review process;

AND THAT that the following schedule for the rate setting process be utilized:

- May 19, 2015 – Introduction of the proposed rates
- June 1, 2015 – Public input session, Council Direction and First 3 Readings of a Bylaw to amend the Fees and Charges Bylaw
- June 15, 2015, Council Meeting – Adoption of the amending Bylaw to the Fees and Charges Bylaw
- July 1, 2015 – New electrical rates take effect

AND FURTHER THAT notification advising the public of the public input session on June 1, 2015 be advertised in the Penticton Western News.

Strategic priority objective

N/A
Background

The City of Penticton was notified on April 21, 2015 of a pending 2015 mid-year 2.20% increase in FortisBC electrical charges. This increase will require the City to pay an additional $344,862 over and above what has been budgeted for in Electrical Power Purchases.

City staff examined three alternatives to address the rate increase.

**Alternative 1 – Highest impact to customer**
2.20% Increase applied at the Retail Power Sale Level, the price at which the City sells power to customers
TOTAL increase of 2.44% to Fees and Charges Rates

**Alternative 2 – Lowest impact to customer**
2.20% Increase applied at the Wholesale Power Purchase Level, the price at which the City buys power from FortisBC
TOTAL increase of 1.83% to Fees and Charges Rates

**Alternative 3 – Modest impact to customer**
2.20% increase applied at the average of the Retail and Wholesale levels
TOTAL increase of 2.14% to Fees and Charges Rates

The City of Penticton is in the process of completing a Utility Rate Review. This process will ultimately lead to the development of a new rate structure for the water, sanitary sewer and electrical utilities that considers:

- The City’s Revenue Requirements;
- Reserve Account Balances;
- Comparator municipalities;
- Business Attraction incentives; and
- The impact to the customer.

This project is scheduled for completion on September 15, 2015. At this time the exact impact on electrical rates is not known but staff recommend that Alternative 2, lowest impact to the customer, be advanced and that any adjustments require be addressed as part of the Utility Rate Review project.

As mandated in Electrical Utility Rates Policy, see Attachment “A”, there must be a public consultation process as part of any adjustment to electrical rates. The following process if proposed:

- May 19, 2015 – Introduction of the proposed rates
- June 1, 2015 – Public input session, Council Direction and First 3 Readings of a Bylaw to amend the Fees and Charges Bylaw
- June 15, 2015, Council Meeting – Adoption of the amending Bylaw to the Fees and Charges Bylaw
- July 1, 2015 – New electrical rates take effect
Financial implication

The estimated revenue and expenditures for the three Alternatives are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Alternative 1</th>
<th>Alternative 2</th>
<th>Alternative 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Power Sales Revenue 2015 01 01 to 2015 06 30</td>
<td>$17,882,114</td>
<td>$17,882,114</td>
<td>$17,882,114</td>
</tr>
<tr>
<td>Estimated Power Sales Revenue 2015 07 01 to 2015 12 31</td>
<td>$20,031,149</td>
<td>$19,912,313</td>
<td>$19,972,705</td>
</tr>
<tr>
<td>TOTAL Power Sales Revenue</td>
<td>$37,913,263</td>
<td>$37,794,427</td>
<td>$37,854,819</td>
</tr>
<tr>
<td>Estimated Power Purchase Costs 2015 01 01 to 2015 06 30</td>
<td>$13,404,724</td>
<td>$13,404,724</td>
<td>$13,404,724</td>
</tr>
<tr>
<td>Estimated Power Purchase Costs 2015 07 01 to 2015 12 31</td>
<td>$14,657,300</td>
<td>$14,657,300</td>
<td>$14,657,300</td>
</tr>
<tr>
<td>TOTAL Power Purchase Expenses</td>
<td>$28,062,024</td>
<td>$28,062,024</td>
<td>$28,062,024</td>
</tr>
<tr>
<td>DIFFERENCE</td>
<td>$9,851,239</td>
<td>$9,732,403</td>
<td>$9,792,795</td>
</tr>
</tbody>
</table>

The impacts of the three alternatives on the rate payer are estimated as follows:

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Current Average Monthly Fee After 10% Discount</th>
<th>Estimated Average Monthly Fee Alternative 1 (2.44%) After 10% Discount</th>
<th>Estimated Average Monthly Fee Alternative 2 (1.83%) After 10% Discount</th>
<th>Estimated Average Monthly Fee Alternative 3 (2.14%) After 10% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Customer</td>
<td>$107.70</td>
<td>$110.33</td>
<td>$109.67</td>
<td>$110.01</td>
</tr>
<tr>
<td>Commercial Customer</td>
<td>$659.99</td>
<td>$676.09</td>
<td>$672.06</td>
<td>$674.11</td>
</tr>
<tr>
<td>Industrial Customer</td>
<td>$22,100.36</td>
<td>$22,639.61</td>
<td>$22,504.80</td>
<td>$22,573.31</td>
</tr>
</tbody>
</table>

Analysis

All of the alternatives increase Penticton electric rates by differing degrees using a different rational. Alternative 1 applies the increase at the Retail Power Sales level, the rate at which the City sells power to customers. Alternative 2 applies the increase at the Wholesale Power Purchase level, the rate at which the City buys power from FortisBC. Alternative 3 uses an average of the two.

Given that the City is in the midst of a Utility Rate Review staff recommend that Alternative 2, least impact to the customer, be implemented and any adjustments required be made as part of the Utility Rate Review.

Alternate recommendation(s)

Alternative 1

THAT Council send the matter back to staff with direction.

Attachments

Attachment “A” - Electric Utility Rates Policy
Respectfully submitted,

Mitch Morozuk P.Eng. MBA

Director of Operations
City of Penticton

Approvals

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Acting City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>(CAL)</td>
</tr>
</tbody>
</table>
CITY OF PENTICTON POLICY

<table>
<thead>
<tr>
<th>TITLE: Electrical Utility Rates Policy</th>
<th>Page: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section:</td>
<td></td>
</tr>
<tr>
<td>Effective Date: January 2007</td>
<td>Replacing:</td>
</tr>
<tr>
<td>Originator: Dan Albas/John Vassilaki</td>
<td>Approval:</td>
</tr>
<tr>
<td>Council Res:</td>
<td>Council Date:</td>
</tr>
</tbody>
</table>

PREAMBLE

Whereas, the City of Penticton Electrical Utility is not required by the BC Utilities Commission nor subject to its auspices and consultative processes in regard to electrical rate changes.

Furthermore, it becomes incumbent on City Council and staff to promote transparency and preserve the public trust in regard to consultation and rate changes.

It is the rightful role of city elected officials and staff to inform and consult with citizens as to precise nature and impact of any proposed City of Penticton Electrical Utility rate changes.

POLICY

That all proposed City of Penticton Electrical Utility Rate increases reports must include true costing by clearly presenting the City’s wholesale costs and general retail increases from Fortis BC. In addition, within the report staff will present examples from the spectrum of electrical consumers such as residential (single family), commercial (small, medium and large), and institutional to illustrate how a rate change will affect them.

Further, city staff will ensure that such a report is posted prominently on its website in full and available for public purview at city hall for at least 7 business days prior to a consultative process.

This public consultative process will be advertised and conducted like a public hearing prior to council making a decision on electrical rate changes.
The Corporation of the City of Penticton

Bylaw No. 2015-32

A bylaw to amend the Fees and Charges Bylaw No. 2014-07

WHEREAS the Council of the City of Penticton has adopted a Fees and Charges Bylaw pursuant to the Community Charter;

AND WHEREAS the Council of the City of Penticton wishes to amend the “Fees and Charges Bylaw No. 2014-07”;

NOW THEREFORE BE IT RESOLVED that the Council of the City of Penticton in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

   This Bylaw may be cited as “Fees and Charges Amendment Bylaw No. 2015-32”.

2. **Amendment:**

   i. Amend “Fees and Charges Bylaw No. 2014-07” by deleting and replacing the following appendix in its entirety:

      - Appendix 7 – Electric

   ii. Appendix 7 attached hereto forms part of this bylaw.

READ A FIRST time this day of , 2015
READ A SECOND time this day of , 2015
READ A THIRD time this day of , 2015
ADOPTED this day of , 2015

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer
### Utility Administration Rates

<table>
<thead>
<tr>
<th>Service Description</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility credit references (current or recent account)</td>
<td>$15.75</td>
<td>$15.75</td>
</tr>
<tr>
<td>Archived account</td>
<td>$26.25</td>
<td>$26.25</td>
</tr>
<tr>
<td>Utility account history</td>
<td>$15.75</td>
<td>$15.75</td>
</tr>
<tr>
<td>Interest rate on delinquent utility accounts</td>
<td>10% per annum</td>
<td>10% per annum</td>
</tr>
<tr>
<td>Special electric meter reading</td>
<td>$26.25</td>
<td>$34.00</td>
</tr>
<tr>
<td>Special electric meter inspection fee</td>
<td>$26.25</td>
<td>$34.00</td>
</tr>
<tr>
<td>Postage / Printing Fee (per invoice)</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

#### AMR OPT OUT

<table>
<thead>
<tr>
<th>Service Description</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMR Opt Out manual electric meter reading for an individual meter</td>
<td>$11.00 per meter read</td>
<td>$11.00 per meter read</td>
</tr>
<tr>
<td>AMR Opt Out manual combined electric and water meter reading for an individual</td>
<td>$13.00 per combined meter read</td>
<td>$13.00 per combined meter read</td>
</tr>
<tr>
<td>AMR Opt Out manual water meter reading for a meter bank installation</td>
<td>$11.00 for the first meter and $1.00 per additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter</td>
<td>$11.00 for the first meter and $1.00 per additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter</td>
</tr>
<tr>
<td>AMR Opt Out combined electric and water meter reading for a combined electric and water meter bank installation</td>
<td>$13.00 for the first meter and $1.00 per additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.</td>
<td>$13.00 for the first meter and $1.00 per additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Description</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility application fee – next day service</td>
<td>$30.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Utility application fee – same day service (accounts with combined electric and water)</td>
<td>$90.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Utility application fee (electric only) same day service (accounts that only have electric services)</td>
<td>$42.00</td>
<td>$52.00</td>
</tr>
<tr>
<td>Non-Payment: Electric disconnect and re-connect (during City hall hours only)</td>
<td>$68.00</td>
<td>$68.00</td>
</tr>
<tr>
<td>Non-Payment: Site visit without a disconnect (during City hall hours only)</td>
<td></td>
<td>$34.00</td>
</tr>
<tr>
<td>Electrical disconnect or re-connect or site visit (cost per visit after hours with call-out)</td>
<td>$319.00</td>
<td>$405.00</td>
</tr>
<tr>
<td>Electrical disconnect or re-connect or site visit (cost per visit during City hall hours)</td>
<td>$34.00</td>
<td>$34.00</td>
</tr>
<tr>
<td>Electrical disconnect or re-connect or site visit (cost per visit after hours without call-out)</td>
<td>$63.00</td>
<td>$68.00</td>
</tr>
<tr>
<td>Illegal reconnection administration charge</td>
<td>$255.00</td>
<td>$255.00</td>
</tr>
<tr>
<td>Utility fee - Leave on Authorized</td>
<td>$10.20</td>
<td>$10.20</td>
</tr>
<tr>
<td>Electrical Disconnect and reconnect from pole</td>
<td>$204.00</td>
<td>$348.00</td>
</tr>
<tr>
<td>Special Administration charge per service</td>
<td>$25.50</td>
<td>$25.50</td>
</tr>
</tbody>
</table>
### Electric Rates

#### Rate Code 10 - Residential

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charge</td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.1111 per kwh for all</td>
<td>$0.1160 per kwh for all</td>
</tr>
<tr>
<td></td>
<td>consumption during the billing period</td>
<td>consumption during the billing period</td>
</tr>
</tbody>
</table>

#### Rate Code 15 - Residential/Special Service

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charge</td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.1278 per kwh for all</td>
<td>$0.1334 per kwh for all</td>
</tr>
<tr>
<td></td>
<td>consumption during the billing period</td>
<td>consumption during the billing period</td>
</tr>
</tbody>
</table>

#### Rate Code 20 - General - Secondary metered and City owned Transformation

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charge</td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.1304 per kwh</td>
<td>$0.1362 per kwh</td>
</tr>
<tr>
<td>Next 90,000 kwh per billing</td>
<td>$0.1027 per kwh</td>
<td>$0.1072 per kwh</td>
</tr>
<tr>
<td>Additional kwh per billing</td>
<td>$0.0720 per kwh</td>
<td>$0.0751 per kwh</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$9.20 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
<td>$9.60 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
</tr>
</tbody>
</table>

#### Rate Code 25, 30 and 35

- 2.1% and 2.5% discount on consumption and demand charges as set out in Rate Code 20 with the following discounts:

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Metering</td>
<td>1.5% discount on consumption and demand charges. Customer-owned transformation - 9.0% discount on demand charges only</td>
<td>1.5% discount on consumption and demand charges. Customer-owned transformation - 9.0% discount on demand charges only</td>
</tr>
</tbody>
</table>

#### Rate Code 25 - General - Primary metered and City owned Transformation

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charge</td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.1285 per kwh</td>
<td>$0.1342 per kwh</td>
</tr>
<tr>
<td>Next 90,000 kwh per billing</td>
<td>$0.1011 per kwh</td>
<td>$0.1055 per kwh</td>
</tr>
<tr>
<td>Additional kwh per billing</td>
<td>$0.0711 per kwh</td>
<td>$0.0742 per kwh</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$9.05 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
<td>$9.45 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
</tr>
</tbody>
</table>

#### Rate Code 30 - General - Secondary metered and customer owned Transformation

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charge</td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.1304 per kwh</td>
<td>$0.1362 per kwh</td>
</tr>
<tr>
<td>Next 90,000 kwh per billing</td>
<td>$0.1027 per kwh</td>
<td>$0.1072 per kwh</td>
</tr>
<tr>
<td>Additional kwh per billing</td>
<td>$0.0711 per kwh</td>
<td>$0.0742 per kwh</td>
</tr>
</tbody>
</table>
### Electric Rates

<table>
<thead>
<tr>
<th>Rate Code 35 - General - Primary metered and customer owned Transformation</th>
<th>2014</th>
<th>2015</th>
<th>Bylaw No. 2015-32 Effective July 1, 2015 - 1.83% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Charge</strong></td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
<td>$17.19 per billing plus</td>
</tr>
<tr>
<td><strong>Energy Charge</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 10,000 kwh per billing</td>
<td>$0.1285 per kwh</td>
<td>$0.1342 per kwh</td>
<td>$0.1367 per kwh</td>
</tr>
<tr>
<td>Next 90,000 kwh per billing</td>
<td>$0.1011 per kwh</td>
<td>$0.1056 per kwh</td>
<td>$0.1075 per kwh</td>
</tr>
<tr>
<td>Additional kwh per billing</td>
<td>$0.0710 per kwh</td>
<td>$0.0742 per kwh</td>
<td>$0.0756 per kwh</td>
</tr>
<tr>
<td><strong>Demand Charge</strong></td>
<td>$8.36 per KVA of billing demand which is the greater of: a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
<td>$8.73 per KVA of billing demand which is the greater of: a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
<td>$8.89 per KVA of billing demand which is the greater of: a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate Code 45 - General - City Accounts</th>
<th>2014</th>
<th>2015</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Charge</td>
<td>$0.0758 per kwh for all consumption</td>
<td>$0.0792 per kwh for all consumption</td>
<td>$0.0806 per kwh for all consumption</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate Code 55 - Street Lighting &amp; Other Un-metered Loads</th>
<th>2014</th>
<th>2015</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per fixture watt or volt ampere per billing subject to Section 3.b of Bylaw 2000-36 (Electrical Regulations)</td>
<td>$0.0846 per fixture watt or volt ampere per billing</td>
<td>$0.0883 per fixture watt or volt ampere per billing</td>
<td>$0.0899 per fixture watt or volt ampere per billing</td>
</tr>
<tr>
<td>Per watt or volt ampere per billing based on equipment name plate data or customer information, or where data is insufficient, the City will determine by appropriate measurement and calculation what equipment watt or volt ampere loading shall be used for billing purposes.</td>
<td>$0.1598 per watt</td>
<td>$0.1668 per watt</td>
<td>$0.1699 per watt</td>
</tr>
<tr>
<td>Monthly minimum charge per fixture or service connection</td>
<td>$16.17 per billing plus</td>
<td>$16.88 per billing plus</td>
<td></td>
</tr>
</tbody>
</table>

**Net Metering**

Energy Credit – The City will apply a credit for the purchase of power from all City customers generating and transmitting power into the City electrical grid at the appropriate rate code that the City charges for power for the class of the said customer. Furthermore no additional City Fees related to electrical will be applied for participating in the Net Metering program. Customers will be responsible for all on-site costs of their Distribution Generation system including, but not limited to, design, permits, installation, repairs and maintenance.

### Electrical Service Charges

<table>
<thead>
<tr>
<th>Service Call – 1 stop (1 hr. max)</th>
<th>2014</th>
<th>2015</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$200.00</td>
<td>$205.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Call – 2 stops (1.5 hr. max)</th>
<th>2014</th>
<th>2015</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$300.00</td>
<td>$305.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Electrical Service Connections

#### Temporary Service Connection

<table>
<thead>
<tr>
<th>1 Phase up to 200 amps</th>
<th>2014</th>
<th>2015</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$190.00</td>
<td>$205.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>all except 1 phase up to 200 amps</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td></td>
</tr>
</tbody>
</table>

### Service Relocate

<table>
<thead>
<tr>
<th>1 phase up to 200 amps</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>$268.75</td>
<td>$340.00</td>
<td></td>
</tr>
</tbody>
</table>

### Service Upgrade

<table>
<thead>
<tr>
<th>1 phase over 200 amps</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 7

<table>
<thead>
<tr>
<th>ELECTRIC</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 phase overhead (all)</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

**Service Connection**

<table>
<thead>
<tr>
<th>Service</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 phase per unit (200 amps max - includes 1 meter) overhead and underground</td>
<td>$315.00</td>
<td>$380.00</td>
</tr>
<tr>
<td>Additional meters</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>1 phase overhead over 200 amps</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>3 phase overhead (all)</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>1 phase underground over 200 amps</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>3 phase underground (all)</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Electrical Utility Ext. Agreement</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Primary Underground Cable</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Terminate and Energize underground - Per lot</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Installation of electrical poles, vaults, road-crossings, etc</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Electrical Call Out Rate</td>
<td>$330.00</td>
<td>$405.00</td>
</tr>
<tr>
<td>AMR Opt Out Electric meter use of a digital non radio frequency electric meter</td>
<td>$105.00 per meter</td>
<td>$125.00 per meter</td>
</tr>
</tbody>
</table>

**Electrical Pole Contacts**

<table>
<thead>
<tr>
<th>Pole Contacts</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telus</td>
<td>$22.86</td>
<td>As per Contract</td>
</tr>
<tr>
<td>Shaw Cable</td>
<td>$19.25</td>
<td>As per Contract</td>
</tr>
<tr>
<td>Shaw Cable per Power Point Contact + Energy as Per Rate Code 55</td>
<td>As per Contract</td>
<td></td>
</tr>
<tr>
<td>Recoverable Sign Installations</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

**City Electrical Infrastructure**

Due to the nature and timing of the various processes involved with the installation of electrical infrastructure a request for refund will be entertained at any time and will require evaluation as to the customer's and/or the Electric Utility's involvement, investment to date and further investment required to complete the works to a stage where they are deemed, by the Operations Manager of the Electrical Utility, to be safe for the public and the customer and have no negative effect on the electrical systems integrity or configuration. Calculation or determination of refund amounts will be completed by the General Manager of the Electrical Utility.

**Notes:**

1. Any applicable Federal or Provincial taxes are in addition to the above charges. A discount forfeit equal to 10% of the "current charges" (excluding Goods and Services Tax) will result if full payment of current charges is not received. a) on "residential and residential/special services" (rate codes 10 and 15), on or before the expiration of fifteen (15) days after the date of the mailing of the invoices therefore. b) on all other services not included in the definition of "residential or residential/special services" on or before the expiration of twenty-two (22) days after the date of the mailing of the invoices therefore, provided that when the said day falls on Saturday, Sunday, or holiday, the discount shall apply if payment is received on the next succeeding day which is not a holiday. In the event of a partial payment of the current charges on or before the discount date, a proportionate discount shall be allowed.

2. Basic charges will be applicable to accounts that are disconnected from electric for seasonal or temporary purposes when the electric is being turned off at the account holder's request but the account holder(s) is not altering.

3. City Electrical Infrastructure is defined as: Any items related to the City of Penticton Electrical Utility distribution system including but not limited to primary duct and secondary duct, street lighting, power cables, transformers and associated appurtenances.

4. All customers are eligible to access the "Electrical Service Payment Plan" for the installation of City Electrical Infrastructure that supplies power to their properties. The details of this program are summarized as follows:

   - Payment Plan range: A customer can put a minimum amount of $5,000 up to a maximum amount of $50,000 on a Payment Plan;
   - Payment Plan terms: 5 year payback in equal monthly amounts on the Electric Utility Bill plus interest calculated at the Prime;
   - The customer has the ability to end the Payment Plan at any time by repaying the balance owing in full at any time without penalty.

   *Eligibility requirements:
   - Must be for a new or an upgrade to an Electrical Service;
   - Must be a City of Penticton Electric Utility customer;
   - Must have a minimum credit score of 650;
   - Must have a maximum of 19 City of Penticton Utility Credit Points;
   - The customer must own both the land and building where the service is required; and
   - Protection: Any defaults on the Payment Plan will be subject to the normal City of Penticton utility collection procedures, including service disconnect and ultimately transfer of outstanding amount to taxes. Any outstanding payment plan amounts must be paid in full upon sale of the property.
Staff Recommendation

THAT Council support “Development Variance Permit PL2015-028” for Strata Lot 65, District Lot 2710, Similkameen Division Yale District, Strata Plan KAS2789 located at #164-170 Stocks Crescent, a permit to increase the maximum strata lot coverage for a two storey building from 40% to 46%;

AND THAT staff be directed to issue “Development Variance Permit PL2015-028”.

Strategic priority objective

N/A

Background

The subject property is part of the Brentview Estates strata development and features over 85 strata lots. The subject property (Attachment ‘A’) is zoned RM1 (Low Density Cluster Housing) and is designated Medium Density Residential (MR) as per the City’s Official Community Plan. The strata development has seen almost full development built-out since it was approved in 2003. The homes that have been built have a main floor size of 1500 to 1750 ft² plus 400 ft² attached garages and basements of 1300 ft² to 1600 ft² for a total floor area of 3200 ft² to 3600 ft². While most lots in the subdivision are traditionally shaped and level, the subject lot has an existing slope and is fronting Stocks Crescent.

Proposal

The applicant is requesting a development variance permit to vary Section 10.7.2.5.ii of Zoning Bylaw 2011-23, increasing the maximum strata lot coverage for a two storey building from 40% to 46% to accommodate the construction of a single family house.
**Financial Implications**

N/A

**Technical Review**

Engineering and Public Works staff have reviewed the proposals and do not recommend any conditions prior to the variance approval. The application was reviewed by the City’s Technical Planning Committee on April 30, 2015. Notes from that meeting were forwarded to the applicant for information.

**Analysis**

**Approve**

When considering a variance to a City bylaw, staff encourage Council to consider whether there is a constraint on the property that makes following the bylaw difficult or impossible, whether approval of the variance would cause a negative impact on neighbouring properties, and if the variance request is reasonable.

In this case, the slope of the lot can be seen as a minor hardship. The applicant and designer have looked at a number of design options. However, in order to construct a house with the same style and desired garage as the other homes in the development, a variance is required.

In regard to the impact on the neighbouring properties, staff note that this is the first variance request as part of this strata development. The maximum strata lot coverage for a one storey building under Zoning Bylaw 2011-23 is 50% but 40% for a two storey building. In this case because of the drop in the back of the property, the elevation difference between the road and the buildable area necessitate a basement entry on the slope. No other properties should be adversely affected by approval of the variance as the proposal does not affect the setbacks to adjacent lots and only increases the lot coverage.

Given the above, staff feel that the variance request is reasonable and that Council should support the variance.

**Deny/refer**

Council may consider that the variance requested demonstrates that the development will negatively affect the residential neighborhood. If this is the case, Council can deny the proposed variance. Alternatively, Council may want to refer the application back to staff for further work with the applicant.

**Alternate recommendations**

1. THAT Council refer Development Variance Permit File PL2015-028 back to staff to make changes Council feel are appropriate.
Attachments

Attachment A: Subject property location map
Attachment B: Zoning map of neighbourhood
Attachment C: OCP designation map
Attachment D: Images of subject property
Attachment E: Elevations
Attachment F: Draft DVP

Respectfully submitted,

Audrey Tanguay
Senior Planner

Approvals

<table>
<thead>
<tr>
<th>Director</th>
<th>Acting City Manager</th>
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<tr>
<td>JH</td>
<td>CAL</td>
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</tbody>
</table>
Attachment A – Subject Property Location Map
Attachment C- Official Community Plan (OCP) Designation

Subject Property
Attachment D – Images of Property

Figure 1: Property fronting Stocks Crescent

Figure 2: Property fronting Stocks Crescent
Figure 3: Property fronting Stocks Crescent
Attachment E – Elevations

NORTH ELEVATION

SOUTH ELEVATION

WEST ELEVATION
Development Variance Permit

Permit Number: DVP PL2015-019

Conditions of Permit

1. This permit is issued subject to compliance with all of the bylaws of the City, except as specifically varied or supplemented by this Permit.

2. This permit applies to:
   Legal: Strata Lot 65, District Lot 2710, Similkameen Division Yale District, Strata Plan KAS2789
   Civic: 164-170 Stocks Crescent
   PID: 029-087-821

3. This permit has been issued in accordance with Section 922 of the Local Government Act to vary Section 10.7.2.5.ii of Zoning Bylaw 2011-23, increasing the maximum strata lot coverage for a two storey building from 40% to 46% to accommodate the construction of a single family house as shown in the plans attached in Schedule A.

General Conditions

4. In accordance with Section 928(2) of the Local Government Act, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule A.

5. In accordance with Section 926 of the Local Government Act if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

6. This permit is not a building permit. In order to proceed with this development, the holder of this permit must hold a valid building permit issued by the Building Inspection Department.

7. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.
8. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

Authorized by City Council, the 1st day of June, 2015

Issued this ____ day of __________, 2015

________________________________________
Dana Schmidt,
Corporate Officer
Staff Recommendation

THAT Council approve the strata conversion of an existing ‘fee-simple’ duplex to a strata-titled duplex for Lot 2, District Lot 116, Similkameen Division Yale District, Plan 25423, located at 2318 McGraw Street, subject to the following conditions:

i. Correction of all deficiencies related to the BC Building Code and as requested by the Building and Permitting Manager, including the decommissioning of secondary suites; and
ii. Registration at the Land Title Office prior to November 1, 2015.

Strategic priority objective

N/A

Background

The subject property (Attachment ‘A’) is designated as Low Density Residential by the City’s OCP and is currently zoned RD1 (Duplex Housing). The ‘fee simple’ property features a duplex that was originally constructed in the 1970s and is located in an area with a mix of other duplexes and single family houses. The property is also next to Parkway Elementary School. The current owner would like to stratify the duplex and create a separate title for each unit.

The owner has been in communication with Ken Kunka, Building and Permitting Manager, over the course of several months in an effort to address BC Building Code issues and become compliant with the Code so that the stratification process can progress. The application has now reached a stage where the City can support the applicant’s desire to stratify, contingent on the above-mentioned conditions.

Technical Review

During the Technical Planning Committee’s regular review of this file, it was discovered that there may be secondary suites within the existing duplex. After the property was inspected, the existence of two illegal suites was confirmed. As a result, the applicant was required to go through extensive discussions and,
subsequently, renovations to the building in order for it to substantially comply with the BC Building Code. These discussions and works have been supervised by Ken Kunka.

No other serious issues were identified through the TPC review.

Analysis

Approve

Section 242 of the provincial Strata Property Act permits an owner of an existing building to apply to City Council, or a designated officer, to convert the building into individual strata lots. The Act requires that the building “substantially comply” with the applicable bylaws of the City (including the City’s zoning bylaw) and the BC Building Code. In the case of this application, the applicant submitted an inspection report by a home inspector. However, the report did not adequately address BC Building Code issues and led staff to believe that there may be additional suites within the duplex that had not been legalized.

Upon inspection of the premises, the illegal suites were confirmed and it was felt that the building did not substantially comply with the BC Building Code. Although with today’s zoning bylaw suites are allowed in duplexes, the retroactive approval of these suites can be extremely difficult due to building code requirements. As a result of this, and the applicant’s desire to move forward with the stratification, the suites needed to be decommissioned. This process, along with some additional upgrading, is still pending final approval.

The Act also requires the City to consider the life expectancy of the building and projected major increases in maintenance costs due to the condition of the building. Due to the involvement of the Building Manager in this process, these conditions have been met.

Although this process has been ongoing and complex, the applicant has been pro-active in responding to the concerns raised by City staff and has complied, or is in the process of complying, with the requirements set out by staff. Given the above, staff feel that the owner conforms to the Strata Property Act and Council’s established policy on strata conversions and recommends that Council support the application, with the associated conditions recommended above.

Deny/Refer

Council may wish to have more information before approval of the application. If that is the case, staff recommend that the application be referred back for further investigation. Alternatively, Council may feel the considerations of Section 242 do not warrant approval of the application. If that is the case, Council should deny the application.

Alternate Recommendations

1. THAT Council deny Strata Conversion application PL2014-096.
2. THAT Council support Strata Conversion application PL2014-096 with additional conditions.
3. THAT Council refer Strata Conversion application PL2014-096 back to staff for further investigation of compliance issues with the BC Building Code.
Attachments

Attachment A: Subject property location map
Attachment B: Images of property
Attachment C: Letter of rational from applicant
Attachment D: Council Policy

Respectfully submitted,

Lindsey Fraser
Planner I

Approvals

<table>
<thead>
<tr>
<th>Director</th>
<th>Acting City Manager</th>
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<tr>
<td>JGH</td>
<td>CAL</td>
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</tbody>
</table>
Attachment A – Subject Property Location Map

Figure 1: Subject property highlighted in blue
Attachment B – Images of Subject Property

Figure 2: Close-up aerial of duplex

Figure 3: Front of subject property looking west from McGraw Street

Duplex to be evenly divided in half
Figure 4: Entrances to primary dwelling and secondary dwelling on one side of duplex
Daryl Harder,
Kone Construction Ltd;
2631 Forsyth Dr.
Penticton, BC. V2A 8Y9

November 13th, 2014

Planning Department:
Lindsey Fraser, Planner Re: File No: PL20140000096

Mayor and Councillors

The sole reason for Strata Title to property 2318 McGraw St; Penticton, BC; is to make it more attractive and affordable for prospective buyers. By having this building Strata Titled it would be more attractive and affordable for families. I would like to mention that from an economic point, it would be beneficial to the City of Penticton.

At this time, I would like to thank you for your consideration in this matter.

Regards,

Daryl Harder
Pres. Kone Construction Ltd.

[Signature]
City of Penticton

COUNCIL POLICY

CONVERSION TO STRATA TITLE

1. The applicant is required to provide documentation to the satisfaction of the City that at least 75% of the tenants are in favour or do not object to the conversion;

2. The applicant must provide a report outlining the availability of similar types of rental accommodation with rental rates comparable to the subject building;

3. The building must substantially comply with the existing Building Code of British Columbia requirements with respect to safety, structural, and health aspects;

4. The building must substantially comply with the existing City of Penticton Zoning Bylaw regulations giving special consideration to use and density.

These policy guidelines are, of course, in addition to say statutory requirements that regulate condominium conversions.
Council Report

Date: June 1, 2015  
File No: 4320-50  
To: Chuck Loewen, Acting City Manager  
From: Ken Kunka, Building and Permitting Manager  
Subject: 2015 Special Occasion (Beer/Wine Garden) Licence Applications

Staff Recommendation

THAT Council, subject to the approval of the RCMP and Liquor Control and Licensing Branch, approve the following Special Occasion (Beer/Wine Garden) Licenses:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Event Location &amp; est. attendance</th>
<th>Beer Garden or Whole Site License</th>
<th>Event Dates Requested</th>
<th>Event Operating Hours</th>
<th>Number of Event Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penticton Art Gallery (reoccurring)</td>
<td>Art Gallery &amp; Ikeda Gardens (250)</td>
<td>Whole site (Ikeda Gardens) Attachment B</td>
<td>June 27, 2015</td>
<td>5:30pm to 11:00pm*</td>
<td>01</td>
</tr>
<tr>
<td>Penticton Oktoberfest (reoccurring)</td>
<td>Penticton Trade and Convention Centre (700)</td>
<td>Indoor event</td>
<td>October 24, 2015</td>
<td>6:00pm to 12:30am</td>
<td>01</td>
</tr>
</tbody>
</table>

* Hours exemption approval for after 10:00pm outdoor events.

Total Days 02

Background

Pursuant to the Role of Local Government and First Nations in the provincial Liquor Licensing Process (updated March 2012), all public special occasions require the approval of both the responsible local government or First Nations and the local police authority.

In June of 2014, amendments were introduced for “whole site” licensing allowing patrons to move through the secured event area instead of being restricted to a fenced beer garden area (Ministry Policy directive No. 14-14 – Attachment A). The policy also defined the term “major events” for events with over 500 persons, which would require additional regulations to operate.

The Penticton Art Gallery (Ikeda Garden) event is proposing a whole site event within the Ikeda Gardens (Attachment B). The event is in good standing with no records of noise or other nuisance complaints.

The Penticton Oktoberfest is an indoor reoccurring event. The event is in good standing with no records of noise or other nuisance complaints.
Approval of policy exemptions
LCLB Policy exemption requests to extend hours must be supported by the local government or First Nation and police authority before the branch will process these requests. SOL applicants may request policy exemptions from LCLB to extend the hours of a special occasion beyond 10 p.m. for outdoor events or 2:00 a.m. for indoor events.

The Arts Gallery (Ikeda Gardens) event is requesting to extend its licensing application service to 11:00pm as per previous years.

The Penticton Oktoberfest is not requesting an exemption as indoor events are allowed a 2:00am closure.

City Liquor Committee review
The City’s Liquor Licensing Review Technical Committee (LLRTC) was provided with an opportunity to comment on the applications received. No concerns were brought forward.

LLRTC terms of reference
(a) Role of Local Government and First Nations in the Provincial Liquor Licensing Process
(b) Liquor Control and Licensing Branch Guidelines
(c) City of Penticton Beer/Wine Garden Licensing Application

Financial implication
Sporting and Social events provide positive gain to the City and social groups through tourism and charitable donations to many non-profit organizations. In 2014 over $110,000 was raised for charitable organizations. To date there have been 21 separate special events over 37 days associated with SOL’s.

Alternate recommendations
1. Deny the 2015 beer-wine garden license applications for the Penticton Oktoberfest and Penticton Art Gallery and provide guidance to applicants for reasons for refusal.
2. Support staff recommendation but deny request from Penticton Art Galley’s for hours exemption past 10:00pm.

Attachments
Attachment B – Art Gallery (Ikeda Garden) layout

Respectfully submitted,

Ken Kunka AScT, RBO
Building and Permitting Manager
LLTRC Chairperson

Approvals

<table>
<thead>
<tr>
<th>Acting City Manager</th>
<th>Director of Dev. Ser.</th>
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<tbody>
<tr>
<td>CAL</td>
<td>JH</td>
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</table>
Liquor Control and Licensing Branch
POLICY DIRECTIVE
No: 14-14

Date: June 25, 2014
To: All LCLB Staff
All Industry Associations
All Local Government, First Nations, and Police Agencies
Re: Temporary licence extensions

Introduction
On April 28, 2014, a policy directive was announced to implement new policy regarding whole-site licensing of special occasion licenses (SOL). The new policy generally allows whole-site licensing, but allows the Branch discretion to impose beverage gardens if it is in the public interest to do so. New policy was also announced to allow spirits, but not shooters at these SOL events.

A temporary licence extension (TLE) involves similar considerations to those of SOL events. This policy directive harmonizes TLE policy with new policy regarding SOLs to allow whole-site TLEs except where it is in the public interest to impose beverage gardens. This directive also outlines the service and sale of spirits, and restricts shooters from service or consumption in the TLE area.

Present policy
Existing Branch policy regarding TLEs does not specifically define the circumstances in which a beverage garden may be imposed. Applicants for TLEs are asked to describe the perimeter of the TLE area and how they intend to constrain it. However, the Branch generally does not request details that may necessitate a beverage garden and there is no specific policy requirement for inspector involvement.

Existing Branch policy allows for alterations to the terms and conditions of a TLE on a case-by-case basis, although generally spirit drinks are permitted in extended areas. Shooters are generally not expressly prohibited from extended areas.

New policy
- Whole site licensing is generally permitted for TLEs. For TLE events of 499 people or less (defined as "routine events"), licences will be granted without liquor inspector involvement and beverage gardens will generally not be required.
- Whole site TLE licensing is permitted for events of 500 persons or more (defined as "major events"). Beverage gardens may be imposed if deemed necessary from a public safety perspective.
- TLEs will be allowed on property which is owned or leased by a third party, with permission from that party and, for liquor primary applications, comment from the local government/First Nations as to the public safety of the event.
• Unlicensed physical separations between the primary licensed area and the TLE will be allowed, but patrons will not be allowed to carry liquor between licensed areas across unlicensed areas. There is an expectation that any separation between licensed areas be limited to a short walking distance, as determined to be reasonable by licensing staff.

• Only one TLE will be allowed if there are multiple licensees seeking a TLE over common areas. Priority will be granted on a first-come-first-served basis. Multiple kiosks for food and liquor service may be permitted under that TLE.

• Changes to terms and conditions for the purposes of the TLE will be made on a case-by-case basis.

• For routine and major events local government/First Nations may impose restrictions on a TLE.

• The licensed area must be appropriately bounded during an event.

• TLE events may sell all liquor products within the same serving size limitations as under the existing primary licence. The one exception is that licensees will not be permitted to serve shooters in TLE areas, as these are designed for rapid consumption and tend to promote over-consumption and intoxication.

Approval process for Major TLE events

• For routine events, the applicant should identify the proposed area for the TLE on a site map and/or floor plan submitted with the Temporary Change to a Liquor Licence application.

• For major events of 500 or more persons, in addition to the site/floor plan, the licensee must include a security plan, and:

  ➢ Whole site licensing is the default position.
  ➢ Application of the RAT may result in the requirement for a fenced or cordoned-off service area.
  ➢ The liquor inspector applies the RAT and makes a recommendation based on the outcome and other considerations as appropriate.
  ➢ If the liquor inspector concludes that it is necessary in the public interest to disallow whole-site licensing and to impose a beverage garden, the inspector will write a recommendation to the Regional Manager for approval.
  ➢ Where a fenced service area (beverage garden) is required the liquor inspector should engage with the licensee to
    - demonstrate the tool,
    - discuss the values entered,
    - print out a copy for the licensee’s records, and discuss with the licensee what may be changed to reduce risk to an acceptable level so a fenced service area may not be necessary.
  ➢ A licensee is free to have a beverage garden on its own regardless of the RAT outcome.

• Compliance and Enforcement staff will provide the decision to the Licensing Division who will be responsible for issuing the temporary change approval.
letter, incorporating the necessary terms and conditions including whether the TLE requires a beverage garden.

- The application process for routine events and for major events will be: licensee obtains land owner/lessee permission first; licensee submits application to Branch with proof of permission to use; licensees must obtain comment from local government on the public safety of the event (comment required only for LPs), which, in order to expedite Branch approval, should be obtained before licensees submit their application to the Branch; inspectors review and obtain RM approval.
- The difference in process between routine events and major events is in the degree of inspector involvement: for routine events, approval will be granted without directly involving liquor inspectors, and beverage gardens will generally not be required.
- For routine events, inspectors will continue to provide comments to Licensing staff and may impose specific security measures if it is in the public interest to do so. Upon receipt of a TLE application, licensing staff notate POSSE to notify appropriate inspectors for comment. Generally, licensing staff will add the requirement as a term and condition of the TLE without the needed approval of the DGM, Licensing. If the recommended requirement is unique or extraordinary, the DGM must approve the term and condition.
- For major events, inspectors are required to make a recommendation based on a review of the licensee’s security plan.

Further Information
Further information regarding liquor control and licensing in British Columbia is available on the Liquor Control and Licensing Branch website at http://www.pssg.gov.bc.ca/lclib/. If you have any questions regarding these changes, please contact the Liquor Control and Licensing Branch toll free in Canada at 1-866-209-2111 or 250 952-5787 if calling from the Victoria area.

Original signed by:

Douglas Scott
Assistant Deputy Minister and General Manager
This year's event will once again be held at the Penticton Art Gallery and in the adjoining Ikeda Japanese Garden as highlighted in yellow. The majority of the garden is surrounded by a chain link fence and the gallery will rent additional fencing to block off the northwest of the gallery to the northwest corner of the bridge, the breczeway directly behind the gallery and the other entrance to the gardens on the north east side. The gallery will have three volunteers which will be stationed the three points on entry to make certain they are secure. The attendees will enter the event through the front door of the gallery and exit into the Ikeda Gardens through the tea room exit.
Staff Recommendation

THAT Council direct staff to implement Fees & Charges for Local Non-School District 67 (SD67) schools as per the following options:

Pool Options for Non-SD67 Schools:
- Maintain current rates
- 30% off drop-in rates for groups of 30 or more students
- 50% off drop-in rates for groups of 30 or more students
- Same fee structure as SD67 and create a Joint Use Agreement with each school
- As Council otherwise directs

McLaren Arena Options for Non-SD67 Schools:
- Maintain current rates
- 25% off current “Local Youth Non-Profit” rates
- 50% off current “Local Youth Non-Profit” rates
- Same fee structure as SD67 and create a Joint Use Agreement with each school
- Offer as Council otherwise directs

Other City Facility Rentals Options for Non-SD67 Schools:
- Maintain current rates
- 25% off current “Local Youth Non-Profit” rates
- 50% off current “Local Youth Non-Profit” rates
- Same fee structure as SD67 and create a Joint Use Agreement with each school
- As Council otherwise directs

AND THAT Council direct staff to amend the Fees & Charges Bylaw accordingly;

AND THAT Council recognizes Local Non-School District 67 schools as grade schools (1 – 12) located within City of Penticton boundaries and Penticton Indian Band lands.
Strategic priority objective

N/A

Background

At the April 20, 2015 Council Meeting, Council directed staff to develop a non-SD67 school rate pricing model and options (Resolution 235/2015) in response to Ecole-Entre-Lacs’ request to allow this school a contractual arrangement for “guaranteed usage” of recreation facilities similar to the one offered to School District 67. Reference: Appendix A - Council Report Ecole Entre-Lacs Request.

The Recreation Department’s basis of calculating rental costs and assignment of subsidies are outlined in Appendix B - Parks, Recreation and Culture Fees and Charges Policy (Division 10 & 11). The current fee structure for the category of “Local Youth Non-Profit Regular” (Non-SD67 schools, youth groups, youth organizations, etc.) is 25% of the full base rental rate up to $75 and 100% of the rental cost above $75. A base rate is calculated by incorporating operational and overhead costs. For example: if a base rate is $50/hour, the Youth rate is $12.50/hour; if a base rate is $100/hour, the Youth rate is $43.75/hour ([25% of $75 = $18.75] + [$100-75 = $25]).

One exception to this rule came in to effect in 2011 when McLaren Arena rates were directed by Council to be based on “Market Rate” instead of Base Rate calculations. The Adult Rate for McLaren Arena is $152.45/hour and “Local Youth Non-Profit Regular” rate is $80.70/hour (53% of the Adult Rate).

The Joint Use Agreement with School District 67 allows the schools free use of City facilities during school hours (staffing and/or equipment costs are charged if applicable) and allows the City free use of school facilities outside of school hours (staffing and/or equipment costs are charged if applicable).

Financial implication (Impacts will vary depending on options chosen)

Loss of revenues from Ecole Entre-Lacs.

Potential loss of revenues from other local schools not in SD67.

Additional subsidy potentially by the City for increased use of City Recreation facilities, by non-SD67 schools.

Potential loss of Joint Use Agreement reciprocation from SD67.

Analysis

Staff requested information from other municipalities in the region on school fees and charges (Vernon to Osoyoos). The only municipality offering Non-School District schools free facility access is West Kelowna. Reference: Appendix C - Regional Comparison Fees & Charges Analysis

For Council’s consideration, the rate options are broken in to 3 categories: Pool, McLaren Arena, and Other.

1. POOL (Current)
   SD67  no charge for <50 students
         +$30.53/hr for each additional group of 50 students
         +$30.53/hr for each additional guard to offer water features (waterslide, lazy river, etc.)
         +$31.83/hr for lessons per 10 students
NonSD67 10% off drop-in rates for groups of 10 or more students ($3.65/child)
   20% off drop-in rates for groups of 20 or more students ($3.24/child)
   +$30.53/hr for each additional group of 50 students
   +$30.53/hr for each additional guard to open water features (waterslide, lazy river, etc.)
   +$31.83/hr for lessons per 10 students

Pool Options for Non SD67 Schools:
   a. Maintain current rates ($4.05/child 7-12 years of age)
   b. 30% off drop-in rates for groups of 30 or more students ($2.84/child)
   c. 50% off drop-in rates for groups of 30 or more students ($2.03/child)
   d. Same fee structure as SD67 and create a Joint Use Agreement with each school
   e. As Council otherwise directs

2. McLAREN ARENA (Current)
   SD67 no facility rental fee
   +$30.00/hr Skate Attendant
   +$2.14/skate rental

   NonSD67 $80.70/hour rental fee when booking 3 or more bookings/year (53% of adult rate)
   $90.15/hour rental fee when booking 2 or less bookings/year (59% of adult rate)
   +$30.00/hr Skate Attendant
   +$2.14/skate rental

McLaren Arena Options for Non SD67 Schools:
   a. Maintain current rates ($80.70 3+ bookings or $90.15 less than 3 bookings)
   b. 25% off current “Local Youth Non-Profit” rates ($60.53 3+ bookings or $67.61 less than 3 bookings)
   c. 50% off current “Local Youth Non-Profit” rates ($40.35 3+ bookings or $45.08 less than 3 bookings)
   d. Same fee structure as SD67 and create a Joint Use Agreement with each school
   e. As Council otherwise directs

3. OTHER - Sport Fields, Meeting Rooms, Cleland Theatre, etc. (Current)
   SD67 no facility rental fee
   +$33.75/hr Theatre Technician fee for Theatre rentals

NONSD67Pay 25% of the base rental rate (Local Youth Non-Profit rates):
   Sport field $3.53/hr, Kings Park field $4.29/hr, Meeting Room $10.78/hr, Cleland Theatre
   $13.64/hr rehearsal/set up +$33.75/hr Technician; Cleland Theatre $26.73/hr performance +
   $33.75/hr Technician

Other City Facility Rentals Options for Non-SD67 Schools:
   a. Maintain current rates
   b. 25% off current “Local Youth Non-Profit” rates
   c. 50% off current “Local Youth Non-Profit” rates
   d. Same fee structure as SD67 and create a Joint Use Agreement with each school
e. As Council otherwise directs

* note all fees and charges outlined in this report do not include GST.

Alternate recommendations

As outlined above.

Attachments

Attachment A – Council Report Ecole Entre-Lacs Request
Attachment B – Parks, Recreation and Culture Fees and Charges Policy (Division 10 & 11)
Attachment C – Regional Comparison Fees & Charges Analysis

Respectfully submitted,

Lori Mullin

Lori Mullin
Recreation Manager

Approvals

Interim City Manager

CAL
Staff Recommendation

THAT Council deny the request by Ecole-Entre-Lacs to allow this school a contractual arrangement for "guaranteed usage" of recreation facilities similar to the one offered to SD67;

AND THAT Council consider a Community Grant Application from Ecole Entre-Lacs in the 2016 Budget Process.

Strategic priority objective

N/A

Background

On October 17, 2014 Fariba Daragahi, the Principal of Ecole Entre-Lacs (EEL) met with the General Manager, Recreation & Facilities to discuss an issue relating to a service agreement she was seeking with the City.

Ms. Daragahi was interested in receiving the same rates for her school’s students, that the School District 67 (SD67) students received for use of the City of Penticton (City) Recreation Facilities for school sponsored activities.

The City and the SD67 had, and have, a Joint Use Agreement which includes a specific term whereby the City has adopted a policy of making available to the SD67 specific facilities for community use for the purposes of the SD67; and the SD67 has adopted a policy of making available to the City specific SD67 facilities for community use by the City.

These facilities include City Recreation Facilities such as McLaren Park Arena, Outdoor Tennis Courts, Playing Fields, Community Centre Pool, Gymnasium, Fitness Room, Meeting Rooms and City Parks as well as Other City Facilities such as the Cleland Community Theatre and the Library/Museum Auditorium, and in reciprocation School District Facilities such as Gymnasiums, Classrooms, ‘Multi-Purpose’ Rooms, Home Economic Rooms and other School District Field Facilities such as Playing Fields, Track and Field Facilities, Outdoor Tennis Courts and Outdoor Sport Courts.
This was discussed with Ms. Daragahi and suggested that the same or similar reciprocation could not take place between the City facilities and EEL’s facilities, and therefore, any agreement of this type would not be consistent or fair to the SD67 in their Joint Use Agreement with the City, and in fact might jeopardize that agreement or future agreements with the SD67. The City was however, open to other alternatives.

On January 23, 2015, Ms. Daragahi met with the Mayor and the General Manager, Recreation & Facilities to discuss the EEL request.

Ms. Daragahi provided some background on the Francophone School Board program in the City and Province. EEL provides French schooling for grades K – 8, and the school has been and continues to be a tenant of the SD67.

Additionally, she stated that the school regularly rents McLaren Arena for their skating program, occasionally rents the Community Centre swimming pool and Cleland Community Theatre; and formerly only paid $30 per hour for McLaren Arena rental, but now it is $150 per hour. The new rate had been in effect for two years when the old rate had ended.

EEL would like the same reduced rates that SD67 receives, i.e. the $30 per hour rental rate that EEL enjoyed previously. Subsequent to the meeting, Staff reviewed the historical rates paid and responded back via email to Ms. Daragahi, as provided in Attachment A.

Upon review, EEL had been paying the following for 2012, 2013 and 2014 (past three years):

- Hourly rate for “non-profit child/youth” regular users
  - Greatest subsidized rate in the City’s Fees & Charges
  - 2013 rate was $77.57
  - 2014 rate was $79.12
  - 2015 rate to be $80.70 effective April 1, 2015
- Plus the Skate Attendant Rate
  - Approximately $30 per hour
  - (This was the rate referred to in previous years)
- Plus any skate rentals

EEL had paid only the Skate Attendant Rate and Skate Rentals in 2011 and previously.

It was reiterated that the City and SD67 have a Joint Use Agreement that provides for a reciprocal agreement for use of facilities and fields, and provides an administration fee paid by the SD67 to the City, for rental booking services provided by the City to the SD67 for rental of the SD67 facilities and fields.

EEL does not have the facilities or the fields to be able to provide a reciprocal Joint Use Agreement to any similar or same extent as the SD67, and therefore, perhaps should not have the same rates and/or conditions that the SD67 receives. This had been discussed in a previous meeting.

It was however highlighted, that there may be a number of options that EEL and the City might consider.

These options for consideration included:
- Converting from rental of facilities to “drop-in” fees per child and adult during public swim or skate periods.
  o Other non-SD67 schools and groups have done this.
  o This does not provide exclusive use of the facilities at those times, but provides more affordability for EEL’s programs.
- Possibility of developing a contractual arrangement for “guaranteed usage” of recreation facilities.
  o Non-reciprocal “fee for service” agreement, with the City being the provider.
- Application to the City for Community Grant funding for EEL’s programs.
  o The process occurs in the September/October as part of the City’s annual budget process.
  o Applications in 2015 would be for 2016.

Ms. Daragahi responded to the email letter as provided in Attachment B.

In it, she made a correction to the information that was provided in the email by the General Manager. EEL is not a French Immersion program. French Immersion programs fall under the English school boards in Canada (in this case it would be under SD67). There was no early French Immersion program in SD67. SD67 offers only a late French Immersion program that starts as of grade 6. EEL is a part of School District 93 (SD93), a public Francophone School Board (Conseil scolaire francophone de la Colombie-Britannique SD93): and are independent of SD67.

She further conveyed their PAC’s disappointment vis à vis the decision of the City of Penticton to their request since it was stated that EEL was not in a position to offer the City the recreational facilities that the English-language schools offer. The challenge EEL faced in this area was exactly the object of a civil suit that the Provincial Francophone Parents Association jointly with their school board (SD93) launched against the Government of BC in 2010. Section 23 of the Canadian Charter of Rights and Freedoms guarantees the right to minority language education. In British Columbia, this right translates to primary and secondary education in French provided out of public funds. This encompasses the right to a standard of education and to educational facilities truly equivalent to those offered to students attending English-language schools (including immersion schools) in the catchment areas of the Conseil scolaire francophone de la Colombie-Britannique. In Penticton, École Entre-Lacs is a rented facility without any field and an inadequate school gym. Their case in Penticton is one of the major requests in the law suit. More can be read about this lawsuit at [http://www.csf.bc.ca/informations/contestation-juridique-eng/](http://www.csf.bc.ca/informations/contestation-juridique-eng/)

Before coming forward to make the request, their PAC was fully aware that they are not yet in a position to engage in an equal exchange with the City however the request was made because their Francophone community contributes considerably to the economic boost and the cultural richness and diversity of the South Okanagan region. A number of their parents move from other parts of the Province or country to Penticton knowing that Entre-Lacs offers their children a French education, otherwise they would relocate to the Central Okanagan.

On March 16, 2015, Ms. Dalagahi made a presentation to Council requesting that Council consider City facility rates similar to those paid by SD67. Her presentation and information provided to Council is included in Attachment C, which reiterates previous meeting discussions between Ms. Dalagahi and Mayor and Staff.
The request of Council stated:

_École-Entre-Lacs asks the City of Penticton to allow this school a contractual arrangement for “guaranteed usage” of recreation facilities similar to the one offered to SD67 so that our students will enjoy the recreational activities of the same quality offered to SD67. The current high rates leave our students disadvantaged in a publicly funded school._

**Financial implication**

Loss of revenues from École Entre-Lacs.

Potential loss of revenues from at least 9 other schools not in SD67.

Additional subsidy potentially by the City for increased use of City Recreation facilities, by non-SD67 schools.

Potential loss of Joint Use Agreement reciprocation from SD67.

**Analysis**

Staff reviewed all information presented as well as current and past use of City Recreation facilities by schools.

Section 23 of the Canadian Charter of Rights and Freedoms guarantees the right to minority language education, and in British Columbia, this right translates to primary and secondary education in French provided out of public funds. This encompasses the right to a standard of education and to educational facilities truly equivalent to those offered to students attending English-language schools.

Those public funds are the responsibility of the Province not the Municipality.

The Joint Use Agreement is strictly between School District 67 and the City and does not include any other schools from any other School Districts or Private Schools.

If École Entre-Lacs is granted an exception, from the precedent set, there is the risk that all other schools either from other school districts or private will expect the same.

It is also noteworthy, that should this request be granted, greater use of Recreation facilities may be taken by École Entre-Lacs, and if the same exception is granted to all other non-SD67 schools, the use from those schools may increase as well. This would result in greater expense to and subsidy by the City.

If this request were granted, SD67 would have no reason to enter into any Joint Use Agreement with the City, and receive the same privileges it now receives, with no reciprocation to the City.
Alternate recommendations

THAT Council approve and direct Staff to develop a contractual arrangement for “guaranteed usage” of recreation facilities by Ecole Entre-Lacs in a non-reciprocal, “fee for service” agreement, with the City being the provider; or

THAT Council approve the request by Ecole-Entre-Lacs to allow this school a contractual arrangement for “guaranteed usage” of recreation facilities similar to the one offered to SD67; or

AS Council otherwise directs.

Attachments

Attachment A – Follow Up Email from Meeting with Mayor and Staff
Attachment B – Response Email from Ms Dalagahi
Attachment C – Council Delegation Information Package

Respectfully submitted,

Chuck Loewen

Chuck Loewen
Interim CAO
Dear Fariba:

Thank you for meeting with Mayor Jakubeit and me on January 23, 2015.

You provided some background on the French immersion schooling program in the City and province. Ecole Entre-lacs provides French immersion for grades K – 8, and grades 9 – 12 are provided for at Penticton High School. Your school has been and continues to be a tenant of the School District #67 (SD67).

Additionally, your school regularly rents McLaren Arena for your skating program, occasionally rents the Community Centre swimming pool and Cleland Community Theatre; and that formerly your school only paid $30 per hour for McLaren Arena rental, but now it is $150 per hour. The new rate has been in effect for two years when the old rate had ended.

Ecole Entre-lacs would like the same reduced rates that SD67 receives, ie. the $30 per hour rental rate that Ecole Entre-lacs enjoyed previously.

**Follow Up:**

Upon review, Ecole Entre-lacs been paying the following for 2012, 2013 and 2014 (past three years):

- Hourly rate for “non-profit child/youth” regular users
  - Greatest subsidized rate in the City’s Fees & Charges
  - 2013 rate was $77.57
  - 2014 rate was $79.12
  - 2015 rate to be $80.70 effective April 1, 2015
- Plus the Skate Attendant Rate
  - Approximately $30 per hour
  - (This was the rate referred to in previous years)
- Plus any skate rentals

Ecole Entre-lacs had paid only the Skate Attendant Rate in 2011 and previously.

The City and SD67 have a Shared Services Agreement that provides for a reciprocal agreement for use of facilities and fields, and provides an administration fee paid by the SD67 to the City, for rental booking services provided by the City to the SD67.

Ecole Entre-lacs does not have the facilities or the fields to be able to provide a reciprocal agreement to any similar or same extent as the SD67, and therefore, perhaps not have the same rates and/or conditions as the SD67 receives. We had discussed this in a previous meeting between yourself and myself at the Community Centre.

**Options:**

However, there may be a number of options that Ecole Entre-lacs and the City might consider.
These options for consideration may include:

- Converting from rental of facilities to “drop-in” fees per child and adult during public swim or skate periods.
  - Other non-SD67 schools and groups have done this.
  - This does not provide exclusive use of the facilities at those times, but provides more affordability for your programs.
- Possibility of developing a contractual arrangement for “guaranteed usage” of recreation facilities.
  - Non-reciprocal “fee for service” agreement, with the City being the provider.
- Application to the City for Community Grant funding for your programs.
  - The process occurs in the September/October as part of the City’s annual budget process.
  - Applications in 2015 would be for 2016.

We thank you for meeting with us, and trust that we have provided some options to explore.

If you have any questions concerning these options, or have additional options for consideration, please do not hesitate to contact me with the contact information provided below.

Sincerely,

Chuck Loewen, General Manager – Recreation & Facilities
City of Penticton | 325 Power Street | Penticton, BC | V2A 7K9

p: 250.490.2445 | c: 250.328.8796 | e: chuck.loewen@penticton.ca
Dear Mr. Loewen,

Thank you immensely for your follow up and response to école Entre-lacs' request. Thank you also for the time the Honourable Mayor Jakubeit and yourself took to meet with me on behalf the Entre-lacs Parents community.

I apologize for the delay in responding to your email since I had to share your response with the Entre-lacs PAC (Parents Advisory Council).

First, I would like to make a correction to the information you provided in your email. We are not a French Immersion program. French Immersion programs fall under the English school boards in Canada (in our case it would be under SD67). There is no early French Immersion program in SD67. SD67 offers only a late French Immersion program that starts as of grade 6. On the other hand, we are part SD93, a public Francophone School Board (Conseil scolaire francophone de la Colombie-Britannique SD93): www.csf.bc.ca and we are independent of SD67.

Second, I would like to convey our PAC's disappointment vis à vis the decision of the City of Penticton to our request since you stated that we do are not in a position to offer the City the recreational facilities that the English-language schools offer. The challenge we are facing in this area is exactly the object of a civil suit that The Provincial Francophone Parents Association jointly with our school board (SD93) launched against the Government of BC in 2010. Section 23 of the Canadian Charter of Rights and Freedoms guarantees the right to minority language education. In British Columbia, this right translates to primary and secondary education in French provided out of public funds. This encompasses the right to a standard of education and to educational facilities truly equivalent to those offered to students attending English-language schools (including immersion schools) in the catchment areas of the Conseil scolaire francophone de la Colombie-Britannique (« CSF »). In Penticton, École Entre-lacs is a rented facility without any field and an inadequate school gym. Our case in Penticton is one of the major requests in the law suit. You may read more about this lawsuit at http://www.csf.bc.ca/informations/contestation-juridique-eng/

Before coming forward to make my request, our PAC was fully aware that we are not yet in a position to engage in an equal exchange with the City (offering our facilities in exchange of lower rates offered to English-language schools), however the request was made because our Francophone community contributes considerably to the economic boost and the cultural richness and diversity of the South Okanagan region. A number of our parents move from other parts of the Province or country to Penticton knowing that Entre-lacs offers their children a French education, otherwise they would relocate to the Central Okanagan.

Sometimes, the exchange of services do not materialize in tangible goods (fields, facilities, etc.), but rather in the economic boost and cultural diversity and richness.

The Entre-lacs community conveys its regards to the City of Penticton.

Cordially,

Fariba Daragahi, Principal, École Entre-lacs and Francophone program at Penticton Secondary
March 16, 2015


**Background**

- École Entre-lacs has been renting since September 2004 the unused building of one of the SD67 schools, previously known as Nikwala.

- École Entre-lacs has 151 students enrolled from Kindergarten to grade 8 and 34 students from grade 9 to 12 at Penticton Secondary in the Francophone program.

- École Entre-lacs also hosts a Strong Start and a preschool and before and after school programs in French.

- École Entre-lacs is the only school in the South Okanagan providing elementary French education. Our school population (families and students) contribute to the cultural diversity and the economic development of the City of Penticton.

- A number of our families moved to Penticton over the past years would have chosen the Central Okanagan as their residence if école Entre-lacs did not exist in Penticton in order to provide their children with a public French education.

- As tenant of SD67, école Entre-lacs was included to June 2011 in the contractual arrangement for « guaranteed usage » of recreation facilities that was in place between the City and SD67. Therefore, Entre-lacs students benefitted from the same reduced rates using the City facilities as the SD67 students did.

- As part of this agreement, SD67 and the City rented the Entre-lacs gymnasium weekly to the community.

- In September 2012, the City excluded école Entre-lacs from the SD67 agreement, therefore, for the past three years, the usage rates of the City facilities have considerably increased for école Entre-lacs students (please refer to the attached documents).

- The City facilities usage rates are considerably high for our students who are the citizens of Penticton and frequently a public school. Our students are disadvantaged compared to SD67.
• The City of Penticton states that the infrastructure of École Entre-lacs is not in a position to offer the City the recreational facilities that the English-language schools offer. The challenge we are facing here is the object of a civil lawsuit that the Provincial Francophone Parents Association jointly with our school board (SD93) launched against the Government of BC in 2010. Section 23 of the Canadian Charter of Rights and Freedoms guarantees the right to minority language education. In British Columbia, this right translates to primary and secondary education in French provided out of public funds. This encompasses the right to a standard of education and to **educational facilities truly equivalent to those offered to students attending English-language schools** (including immersion schools) in the catchment areas of the Conseil scolaire francophone de la Colombie-Britannique (« CSF »). Our case in Penticton is one of the major requests in the lawsuit. You may read more about this lawsuit at [http://www.csf.bc.ca/informations/contestation-juridique-eng/](http://www.csf.bc.ca/informations/contestation-juridique-eng/)

**Request**

• École Entre-lacs asks the City of Penticton to allow this school a contractual arrangement for « guaranteed usage » of recreation facilities similar to the one offered to SD67 so that our students will enjoy the recreational activities of the same quality offered to SD67. The current high rates leave our students disadvantaged in a publicly funded school.
Summary of the civil claim:

Conseil scolaire francophone de la Colombie-Britannique, Fédération des parents francophones de Colombie-Britannique et al v British Columbia (Ministry of Education)

British Columbia Supreme Court

Section 23 of the Canadian Charter of Rights and Freedoms (Charter) guarantees the right to minority language education. In British Columbia, this right translates to primary and secondary education in French provided out of public funds. This encompasses the right to a standard of education and to educational facilities truly equivalent to those offered to students attending English-language schools (including immersion schools) in the catchment areas of the Conseil scolaire francophone de la Colombie-Britannique (CSF).

It is vital to British Columbia's French community that their Charter rights be upheld and that they have truly equivalent schools.

Therefore, the CSF, the Fédération des parents francophones de Colombie-Britannique (Fédération) and co-plaintiff parents brought a law suit against the Ministry of Education to obtain the financing required in order to build schools that are truly equivalent to English-language schools. The objective is to ensure that the community's constitutional rights are respected.

Please open the following tabs to see the modification requests to the Ministry of Education's system for funding school infrastructure, and for details about what is sought in each region.

Modifications to the Ministry of Education's system for funding school infrastructure

Requests for Southeast area

1. École l'Amé-en-samne
   - A new kindergarten to grade 12 school;
   - A new kindergarten to grade 6 school to create two distinct catchment areas in Kelowna so as to reduce travel times;

2. École élémentaire Entre-Lacs
   - A new kindergarten to grade 8 school in Penticton;

3. École élémentaire des Sentiers-Atoms
   - A new kindergarten to grade 7 school that is centrally located in the town of Nelson;

4. École élémentaire des Sept Sommets
   - A new kindergarten to grade 7 school in Rossland.

Requests for South Coast area

Requests for South Vancouver Island area

Requests for Northern Vancouver Island area

Requests for Greater Vancouver area
LICENSE TO USE OR OCCUPY

This License issued on the 11 Oct 2011

TO:  Fariba Daragahi [HEREINAFTER CALLED "the Applicant"]

Whereas the Corporation of the City of Penticton (hereinafter called the City) is the owner of the building and appurtenant grounds or the lessee of facilities (under the Joint Use Agreement with SD#67) described as the McLaren Park.

And whereas the Applicant has applied for a License to use and occupy those portions of the facility known as Arena (hereinafter called "the said premises").

Now therefore in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a License to use and occupy the said premises for the sole purpose of a School Use - Skating / Ecole Entre-Lacs School Skating

2. The Applicant shall use only those premises named in this License.

3. The Applicant shall ensure that all attendees adhere strictly to all rules and regulations posted and/or included in this License and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of this License without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.

4. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.

5. The Applicant shall report all damages to the Recreation Department at 250-490-2426.

6. The Applicant shall be responsible for any damages caused by the applicant and/or their participants, guests, visitors, spectators and or agents to the said premises as a result of the use and occupation thereof under this License. Said damages to be paid firstly by the Applicant and/or their insurer.

7. The Applicant shall not permit any other person, group or organization not named in this License to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this License prior to any use or occupation of the said premises by any other person, group or organization.

8. The Applicant shall, at its own expense, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.

9. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the City. The City reserves the right to require that the Applicant provide a higher level of security than that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.

10. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit. The amount of the damage deposit is at the discretion of management staff and at a level established by staff based on risk, as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this License. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.

11. The Applicant shall not permit any alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licensing Act and with the expressed authorization of the City. Authorization granted by the City does not relieve the Applicant from any legal obligations and/or requirements. A copy of the Applicants approved liquor permit shall be presented and attached to this License including evidence of the Applicant's comprehensive liability insurance with extended coverage to include "Liquor Liability", prior to any use or occupation of the said premises. Authorization granted by the City shall be attached to this License prior to any use or occupation of the said premises.

12. The Applicant shall comply with the British Columbia Liquor Control and Licensing Act including all regulations.

13. The Applicant shall contact the Recreation Department in writing to cancel and/or amend any booking.

Contracts must be cancelled prior to 7 days of the first rental booking otherwise a 20% of the rental will be charged. Cancellations not made at least 48 hours in advance of the event or, for an ongoing booking, within 48 hours of an individual booking will result in the total amount of the rental fee being charged. All cancellations must be in writing.

14. The Applicant understands and agrees that the License may be revoked or cancelled, at any time, with or without cause, by the City. The City will make every reasonable attempt to provide a minimum 48 hours notice of cancellation to the Applicant.

Read and Initial Here
15. The term of this License shall be:

16. In consideration of the use and occupancy of the said premises the Applicant shall pay a License Fee as follows:

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Payment Policy: Monthly accounts unpaid after 30 days will be subject to a late payment charge of 2% interest.

17. The Applicant agrees that it is the sole responsibility of the Applicant to determine the suitability of the premises for its intended use and occupancy.

18. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Recreation Department at 250-490-2425 of any condition that may render the premises or equipment unsafe for use.

19. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the Recreation Department.

20. The Applicant agrees that it will indemnify and save harmless the City and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this License and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the City.

21. Prior to the granting of this License the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an Additional Insured.

22. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this License. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

23. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.

24. The Applicant shall observe, perform and comply with the requirements of every applicable by-law, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.

25. Incur additional costs over and above the normal contracted services (i.e.: additional clean-up, garbage pick-up, security, lights/electrical, licensing, and/or maintenance personnel).

26. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the City.

Read and Initial Here
27. Site Specific Conditions of Use:
   a) Schools must assign an adult monitor to the skate shop.
   b) Licensee is responsible to maintain the cleanliness of the skate shop - skates must be wiped down, laces tucked into skates and returned to the appropriate shelf.
   c) No one on the ice while the Zamboni is in operation except individuals assigned to move the nets and ice board gates must remain closed;
   d) No skaters on the ice without adult supervision; and
   e) Wearing helmets is strongly recommended.
28. Signed contracts must be received by the City upon confirmation of contract and not less than 24 hours prior to first booking. Failure to return a signed contract will result in the cancellation of your booking.

29. Additional Fees

<table>
<thead>
<tr>
<th>Extra Fee - Bookings</th>
<th>Hours</th>
<th>Quantity</th>
<th>Charge</th>
<th>Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skate Attendant</td>
<td>13:00</td>
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<td>$351.00</td>
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<td>$351.00</td>
</tr>
</tbody>
</table>

Payment Method

<table>
<thead>
<tr>
<th>Rental Fees</th>
<th>Extra Fees</th>
<th>Tax</th>
<th>Rental Total</th>
<th>Damage Deposit</th>
<th>Total Applied</th>
<th>Balance</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$351.00</td>
<td>$0.00</td>
<td>$351.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$351.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Rental charges are due according to the following schedule:
Date: Monday, Oct 31, 2011
Amount: $351.00

30) Other Information

Theatre Performance Details (where applicable):

Doors open: ____________________________
Show starts: ____________________________
Show ends: ____________________________
Intermission: ____________________________
Other: ____________________________

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

X: ____________________________
Signature of Applicant
Fariba Daragahi
Ecole Entre Lac
1077 Nelson Avenue
Penticton BC
V2A 2N1
Phone: (250) 770-7691
Fax: (250) 492-0308
Date: ____________________________

Signature Of City of Penticton Representative:
X: ____________________________

Signature of Witness
Name: ____________________________
Address: ____________________________
Phone: ____________________________
Date: ____________________________
LICENSE TO USE OR OCCUPY

This License issued on the  25 Sep 2014

TO: Fariba Daragahi [HEREINAFTER CALLED "the Applicant"]

Whereas the Corporation of the City of Penticton (hereinafter called the City) is the owner of the building and appurtenant grounds or the lessee of facilities (under the Joint Use Agreement with SD#67) described as the McLaren Park.

And whereas the Applicant has applied for a License to use and occupy those portions of the facility known as Arena (hereinafter called "the said premises").

Now therefore in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a License to use and occupy the said premises for the sole purpose of a School Use - Skating / 2014/2015 Skating

2. The Applicant shall use only those premises named in this License.

3. The Applicant shall ensure that all attendees adhere strictly to all rules and regulations posted and/or included in this License and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of this License without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.

4. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.

5. The Applicant shall report all damages to the Recreation Department at 250-490-2426.

6. The Applicant shall be responsible for any damages caused by the applicant and/or their participants, guests, visitors, spectators and/or agents to the said premises as a result of the use and occupation thereof under this License. Said damages to be paid firstly by the Applicant and/or their insurer.

7. The Applicant shall not permit any other person, group or organization not named in this License to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this License prior to any use or occupation of the said premises by any other person, group or organization.

8. The Applicant shall, at its own expense, return the premises to the condition that the premises were in prior to the Applicant’s use and occupation.

9. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the City. The City reserves the right to require that the Applicant provide a higher level of security than that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.

10. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit. The amount of the damage deposit is at the discretion of management staff and at a level established by staff based on risk, as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this License. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.

11. The Applicant shall not permit any alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licensing Act and with the expressed authorization of the City. Authorization granted by the City does not relieve the Applicant from any legal obligations and/or requirements. A copy of the Applicants approved liquor permit shall be presented and attached to this License including evidence of the Applicant’s comprehensive liability insurance with extended coverage to include “Liquor Liability”, prior to any use or occupation of the said premises. Authorization granted by the City shall be attached to this License prior to any use or occupation of the said premises.

12. The Applicant shall comply with the British Columbia Liquor Control and Licensing Act including all regulations.

13. The Applicant shall contact the Recreation Department in writing to cancel and/or amend any booking.

All cancellation requests will result in the following refund. Full refund if cancellation is 14 days prior to the first rental booking. 25% administration fee applied for cancellations within 14 days of booking. 50% administration fee applied for cancellations within 7 days of booking. Cancellations not made at least 48 hours in advance of event will result in the total amount of the rental fee being charged. Rainouts must be immediately communicated to the city within 24 hours of rainouts. Rescheduling or credits will be applied as applicable.
14. The Applicant understands and agrees that the License may be revoked or cancelled, at any time, with or without cause, by the City. The City will make every reasonable attempt to provide a minimum 48 hours notice of cancellation to the Applicant.

Cancellations by The City will cancel the contract and The City will fully refund fees or reschedule in another suitable facility.

Cancellation by The City for agreement holders breach - without limiting other remedies available to The City, The City may cancel the User Agreement, prevent the Licensee from holding the event, or remove the Licensee from the facility during the event, and in each of these cases keep the damage deposit if the Licensee breaches any term or condition of the User Agreement.

The City retains the right to reschedule any or all unused recreation facilities arising from a cancellation.

15. The term of this License shall be:

# of Bookings: 12
07/11/2014 1:30:00PM
06/02/2015 2:30:00PM
Expected: 0

Facility/Equipment Day Start Date Start Time End Date End Time Fee XFee Tax Total
McLaren Park - Arena Fri 07 Nov 2014 01:30 PM 07 Nov 2014 02:30 PM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Thu 13 Nov 2014 09:30 AM 13 Nov 2014 10:30 AM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Fri 21 Nov 2014 01:30 PM 21 Nov 2014 02:30 PM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Mon 24 Nov 2014 09:30 AM 24 Nov 2014 10:30 AM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Tue 25 Nov 2014 09:30 AM 25 Nov 2014 10:30 AM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Fri 05 Dec 2014 01:30 PM 05 Dec 2014 02:30 PM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Fri 12 Dec 2014 01:30 PM 12 Dec 2014 02:30 PM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Tue 16 Dec 2014 09:30 AM 16 Dec 2014 10:30 AM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Fri 19 Dec 2014 01:30 PM 19 Dec 2014 02:30 PM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Tue 13 Jan 2015 08:30 AM 13 Jan 2015 10:30 AM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Fri 23 Jan 2015 01:30 PM 23 Jan 2015 02:30 PM $79.12 $29.00 $5.41 $113.53
McLaren Park - Arena Fri 06 Feb 2015 01:30 PM 06 Feb 2015 02:30 PM $79.12 $29.00 $5.41 $113.53

Payment Policy: Monthly accounts unpaid after 30 days will be subject to a late payment charge of 2% interest.

17. The Applicant agrees that it is the sole responsibility of the Applicant to determine the suitability of the premises for its intended use and occupancy.
18. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Recreation Department at 250-490-2428 of any condition that may render the premises or equipment unsafe for use.
19. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the Recreation Department.
20. The Applicant agrees that it will indemnify and save harmless the City and its officers, employees, servants, agents, successors, and assigns from and against any and all claims, suits, actions, demands, losses, damages, liens, liabilities, costs, damages, loss or injury was caused or occasioned by the negligence of the City.
21. Prior to the granting of this License the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an Additional Insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 per bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the City ten (10) days prior to the granting of this License.

The City of Penticton has commercial general liability insurance available which individuals, groups and organizations, to ensure compliance with insurance requirements, can purchase. Inquire with your booking agent to confirm eligibility, pricing or additional information.
22. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this License. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
Rental Contract / Permit / Invoice

Contract #: 19412

Applicant.
23. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
24. The Applicant shall observe, perform and comply with the requirements of every applicable by-law, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.
25. It shall be the sole responsibility of the Applicant to obtain any licenses or tariffs and ensure compliance with all legal intellectual property requirements, including but not limited to compliance with the Canadian Copyright and Trade-marks acts and all related regulation. Such licenses and tariffs shall be maintained and provided at the sole expense of the Applicant. If the applicant should fail to obtain the proper licenses or tariffs and ensure compliance with any legal intellectual property requirements, the Applicant agrees to indemnify and save harmless the City and further compensate the City for any loss the City suffers or any Legal Costs incurred as a result of the failure.
26. Incur additional costs over and above the normal contracted services (i.e.: additional clean-up, garbage pick-up, security, lights/electrical, licensing, and/or maintenance personnel).
27. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers or/l or volunteers of the City.

28. Site Specific Conditions of Use:
a) CSA approved hockey helmets are strongly recommended for all skaters.
b) No one on the ice while the Zamboni is in operation
c) No skaters on the ice without adult supervision; and

29. Signed contracts must be received by the City upon confirmation of contract and not less than 24 hours prior to first booking. Failure to return a signed contract will result in the cancellation of your booking.

30. Additional Fees

<table>
<thead>
<tr>
<th>Extra Fee - Bookings</th>
<th>Hours</th>
<th>Quantity</th>
<th>Charge</th>
<th>Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Skate Attendant</td>
<td>12.00</td>
<td>12</td>
<td>$348.00</td>
<td>$17.40</td>
<td>$365.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Method</th>
<th>Rental Fees</th>
<th>Extra Fees</th>
<th>Tax</th>
<th>Rental Total</th>
<th>Damage Deposit</th>
<th>Total Applied</th>
<th>Balance</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Fees</td>
<td>$949.44</td>
<td>$348.00</td>
<td>$64.92</td>
<td>$1,362.36</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,362.36</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Rental charges are due according to the following schedule:

Date: Friday, Oct 24, 2014
Amount: $1,362.36

X: Fariba Daragahi
Signature of Applicant
Fariba Daragahi
Ecole Entre Lac
1077 Nelson Avenue
Penticton
V2A 2N1
Phone: (250) 770-7691
Fax: (250) 492-0380
Date: 27 October 2014

X: Lise Rodriguez
Signature of Witness
Address:
Phone:
Date: 27 October 2014
Contract #: 19412

Signature Of City of Renton Representative:
X:

User: bests
Status: Firm
DIVISION 10 – Basis for Calculating Rental Costs

The City uses a system which involves the actual costs of operating and financing a facility for the previous year or the projected expenses if more relevant, including administration, and factoring in depreciation. The total cost of a facility is divided by the hours of use, resulting in a cost per hour figure.

\[
\text{Administration + Maintenance + Utilities + Depreciation + Overhead + Insurance + Debt Service} = \text{Total facility costs}
\]

\[
\text{Number of hours/day} \times \text{Number of days available} = \text{Total available rental hours}
\]

\[
\frac{\text{Total facility costs}}{\text{available hours}} = \text{Base rental cost/hour}
\]

There may be years when rental rates change dramatically for specific users/organizations due to substantial increases in capital, maintenance, administration costs or costs of utilities. In these instances, a “phasing in” process will be implemented. There may also be situations where decreases in rental rates are justified by the calculation system. In these cases, the rate will be frozen until such time as the costs per hour justify the current fee rate.

The calculated rental rate utilizing this formula will be compared to ‘market rate’ and adjustments made where required to remain in line with those rates.

DIVISION 11 – Assignment of Rental Fees/Subsidies

Assignment of rental fees and fee subsidy levels are calculated on the base rental costs (staff costs, if required, is additional). The base rental ceiling for fee subsidies is set at $75. Those groups using expensive facilities are responsible for all the costs beyond the approved ceiling. For example, the user pays a percentage of the rental cost up to the $75 ceiling and 100% of the rental cost over and above $75.
In determining the appropriate category for fee and priority, it is based upon the group using or performing in the facility and not the user group requesting use or the audience in attendance. In the event of partnership between a non-profit and commercial group, the rate will apply where the majority of the funds are directed. For example, if 51% of the gross profit is being directed to the commercial organization, then the appropriate commercial rate will apply.

**Parks/Sport Fields/Room/Arena/Multi-purpose and Gymnasiums:**

<table>
<thead>
<tr>
<th>Rates:</th>
<th>Examples:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Local/Non-Profit/Regular</strong></td>
<td>Youth sports (league &amp; tournament), social clubs, etc.</td>
</tr>
<tr>
<td>• Child/Youth - User pays 25% of the rental cost up to $75 and 100% of the rental cost over and above $75.</td>
<td>Formula Example: Facility costs $100: (75x25%)+(100-75) = 43.75</td>
</tr>
<tr>
<td>• Adult - User pays 75% of the rental cost up to $75 and 100% of the rental cost over and above $75.</td>
<td>Adult sports (league &amp; tournaments), social clubs, etc.</td>
</tr>
<tr>
<td><strong>2. Local/Non-Profit/Non-Regular</strong></td>
<td>Youth festivals, year end socials and events, etc.</td>
</tr>
<tr>
<td>• Child/Youth - User pays 50% of the rental cost up to $775 and 100% of the rental cost over and above $75.</td>
<td>Formula Example: Facility costs $100: (75x50%)+(100-75) = 62.50</td>
</tr>
<tr>
<td>• Adult - User pays 100% of the cost.</td>
<td>Festivals, events, meetings, socials, swap meets, etc.</td>
</tr>
<tr>
<td><strong>3. Local Private</strong> - User pays 100% of the cost.</td>
<td>Meetings, birthday parties, invitation only events, etc.</td>
</tr>
<tr>
<td><strong>4. Local Commercial</strong> - User pays 175% of the cost.</td>
<td>Commercial activities, Farmers Markets, etc.</td>
</tr>
<tr>
<td><strong>5. Non Resident</strong> - User pays 250% of the cost.</td>
<td></td>
</tr>
</tbody>
</table>

**Cleland Theatre**

<table>
<thead>
<tr>
<th>Rates:</th>
<th>Examples:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Local/Non-Profit//Rehearsals/Set up/Take Down</strong></td>
<td>Rehearsal, practice or set up only. No audience is present.</td>
</tr>
<tr>
<td>• Child/Youth - User pays 25% of the rental cost up to $75 and 100% of the rental cost over and above $100.</td>
<td></td>
</tr>
<tr>
<td>• Adult - User pays 75% of the rental cost up to $75 and 100% of the rental cost over and above $75.</td>
<td></td>
</tr>
<tr>
<td><strong>2. Local/Non-Profit/Performance</strong></td>
<td>Performance. An audience is present. Ticket sales may or may not occur.</td>
</tr>
<tr>
<td>• Child/Youth - User pays 50% of the cost to a maximum of $75 at which time the user pays 100% of the rental cost over and above $75.</td>
<td></td>
</tr>
<tr>
<td>• Adult - User pays 100% of the cost.</td>
<td></td>
</tr>
<tr>
<td><strong>3. Local Private/ Commercial/ Rehearsal/Set up/Take Down</strong> - User pays 100% of the cost.</td>
<td>Rehearsal, practice or set up only. No audience is present.</td>
</tr>
<tr>
<td><strong>4. Convention Rate</strong> – 100% of the cost</td>
<td>Applies to conventions at the Trade</td>
</tr>
<tr>
<td></td>
<td><strong>Local Private/Commercial/Performance</strong> - User pays 175% of the cost.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Non Resident/ Commercial/ Rehearsal/Set up/Take Down</strong> - User pays 200% of the cost.</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Non Resident/ Commercial/ Performance</strong> - User pays 250% of the cost.</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Non Resident/ Non Profit/ Rehearsal/ Set Up/ Take Down</strong> – User pays 50% of the Non Resident Rehearsal category</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Non Resident/ Non Profit/ Performance</strong> – User pays 50% of the Non Resident Performance category</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Non Resident Commercial Day Rate</strong> – User pays 6 hrs NR Commercial Rehearsal + 2 hrs NR Commercial Performance.</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Non Resident Non Profit Day Rate</strong> – User pays 6 hrs NR Non Profit Rehearsal + 2 hrs NR Non Profit Performance.</td>
</tr>
<tr>
<td>12.</td>
<td><strong>Dark Days</strong>  - <strong>Child/Youth Non-Profit</strong>– User pays 25% of the cost.  - <strong>Adult/Commercial/Non-Resident</strong>– User pays 50% of the cost.</td>
</tr>
</tbody>
</table>

*Theatre rates add the Theatre Technician wage to the established rate – except Dark Days. If additional staffing is required, it is at the responsibility of the licensee.*

**THEATRE NOTE:** In the event that a performance is FREE and open to the general public, the rehearsal rates will apply.
## Attachment C - Regional Comparison Fees & Charges Analysis
### School District vs Non-School District Rates

**Vernon (pool and arena)**
- **Local School District**
  - No Joint Use Agreement. Free facility access for local school district schools, charged for staffing (cost recovery).
- **Non School District Schools**
  - Charged youth rates which are 50-65% of adult rate.
  - For drop-in opportunities, 10% off groups 10 or more.

**Kelowna (pool and arena)**
- **Local School District**
  - No Joint Use Agreement. Schools charged youth rate.
- **Non School District School**
  - Same as regular schools... charged youth rate.

**West Kelowna (arena)**
- **Local School District**
  - Free facility access.
- **Non School District Schools**
  - Free facility access based on availability once SD schools have confirmed their skating times for the year.

**Summerland (pool and arena)**
- **Local School District**
  - Joint Use Agreement. $47.39/hour for pool to assist with staffing costs.
  - No charge for arena bookings (except skate rentals).
- **Non School District Schools**
  - $47.39/hour for pool with 2 instructors, extra fees for additional staff.
  - Charged youth rate for arena bookings plus skate rentals.

**Osoyoos (arena)**
- **Local School District**
  - No Joint Use Agreement. Charged youth rate (57% of adult rate).
- **Non School District Schools**
  - Same as regular schools... Charged youth rate (57% of adult rate).

**Princeton**
- **Local School District**
  - No Joint Use Agreement. Charged reduced rate on rentals.
- **Non School District Schools**
  - Same as regular schools... Charged reduced rate on rentals.
Council Report

Staff Recommendation

THAT Council give three readings to “Responsible Dog Owner Bylaw No. 2015-27”;

AND THAT Council give three readings to “Municipal Ticketing Information Amendment Bylaw No. 2015-28”;

AND THAT Council give three readings to “Bylaw Notice Enforcement Amendment Bylaw No. 2015-29”;

AND THAT Council give three readings to “Fees and Charges Amendment Bylaw No. 2015-30;

AND FURTHER THAT Council give three readings to “Business Licence Amendment Bylaw 2015-31”.

Background

Dog Control Bylaw 2011-04 was adopted by Council in March of 2011. Since that time, different incidents and situations have come to our attention where our Dog Control Bylaw was lacking. To better reflect the new bylaw, it has been renamed from Dog Control Bylaw to Responsible Dog Owner Bylaw. Changes or additions to the new bylaw are outlined in the Analysis section of this report.

Analysis

The following bylaw amendments reflect the requirements for the Dog Control Officer and Shelter Manager to provide better services to the public and the City.

Guard Dog – Addition of a Guard Dog section outlines the responsibilities and requirements where a guard dog is on duty requiring adequate signage be posted and the premises secured to keep the dog confined.

Kennel Operation Permits – With the desire for dog owners to have more than 3 dogs, a Hobby Kennel Operation Permit allows dog owners to obtain a permit for a maximum of 10 dogs in Agriculture or Forestry and Grazing zones. A Commercial Kennel Operation Permit is issued along with a business licence for dog owners wishing to board or breed dogs for commercial purposes.

Foster Care Permits – Persons wishing to temporarily care for dogs while a permanent home is being sought will be issued a Foster Care Permit and a free dog licence.
Guide Dogs and Service Dogs – With increasing numbers of people claiming their dogs are guide, service or therapy dogs, the bylaw has been amended to reflect the definitions of the Guide Dog and Service Dog Act requiring owners to provide certification before a licence is issued at no charge.

Dogs in Vehicle – The bylaw has been amended to require owners to ensure dogs in an enclosed vehicle are protected from the heat or cold and have sufficient ventilation.

Refusal to Release from Impound – The Shelter Manager may now refuse to release a dog if release is not deemed safe for the public or the dog, the person is not 19 years of age or appears to be under the influence of drugs or alcohol.

Municipal Ticketing Information and Bylaw Enforcement Notice Amendment Bylaws

As a result of new sections added to the Responsible Dog Owner Bylaw and sections of the previous bylaw that did not include fines, the Municipal Ticketing Information and Bylaw Enforcement Notice Bylaws have been amended a shown in red on Attachments B and C. Highlights include an escalation in fines for repeat offences for no valid licence, no leash, nuisance, running at large and barking.

Fees and Charges Bylaw

An escalation in penalty charges for impound fines for repeat offences and for dangerous dog repeat offenders has been added to the Fees and Charges Bylaw shown in red on Attachment D.

Business Licence Bylaw

In order to facilitate Commercial Kennel Operation Permits, a business licence will be required resulting in an amendment to the Business Licence Bylaw as shown on Attachment E.

Alternate recommendations

THAT Council direct staff to make further changes to any of the aforementioned bylaws before reading of the amendment bylaws.

Attachments

Attachment A – Responsible Dog Owner Bylaw No. 2015-27
Attachment B – Municipal Ticketing Information Amendment Bylaw No. 2015-28
Attachment C – Bylaw Notice Enforcement Amendment Bylaw No. 2015-29
Attachment D – Fees and Charges Amendment Bylaw No. 2015-30
Attachment E - Business Licence Amendment Bylaw No. 2015-31

Respectfully submitted,

Cathy Ingram
Purchasing Manager

Approvals

CFO

Acting City Manager

CAL
The Corporation of the City of Penticton

Bylaw No. 2015-27

A bylaw to provide for the regulation, licensing and control of dogs within the City of Penticton

WHEREAS pursuant to the Community Charter, Council is empowered to regulate, prohibit and impose requirements in relation to animals within the City of Penticton;

AND WHEREAS it is deemed expedient to provide for the regulating, licensing and control of dogs within the City of Penticton;

NOW THEREFORE the Council of The Corporation of the City of Penticton in open meeting assembled, hereby ENACTS AS FOLLOWS:

PART I - GENERAL

1. Title

This Bylaw may be cited as the “Responsible Dog Owner Bylaw No. 2015-27”.

PART 2 – INTERPRETATION

2. If any provision of this Bylaw is held to be invalid by a court of competent jurisdiction, the provision may be severed from the bylaw and such invalidity shall not affect the validity of the remaining portions of this bylaw.

3. The headings contained in this bylaw are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provision of this bylaw.

4. All schedules of this bylaw are attached to and form part of this bylaw and are enforceable in the same manner as this bylaw.

PART 3 - DEFINITIONS

All words or phrases shall have their normal or common meaning except where this is changed, modified or expanded by the definitions set forth in this section.

“aggressive dog” means any dog that has attacked, bitten, or caused injury or attempted to attack, bite, or cause injury to a person or domestic animal as determined by a Dog Control Officer.

“Animal Clinic” means those premises where domestic animals, animals and birds are treated inside a building and kept for medical or surgical purposes and are directly or indirectly under the care of a veterinarian.
“Animal Daycare and Grooming” means an establishment intended to provide care and grooming for domesticated animals, excluding livestock, during the day or evening but not overnight, to a maximum limit of (6) six animals.

“blind person” means a person who is blind or visually impaired and requires the assistance of a Guide Dog for daily living.

“Business License Bylaw” means City of Penticton Business Licence Bylaw 2012-5020 as amended or superseded.

“CFO” means the Chief Financial Officer of the City as defined in the Community Charter.

“City” means The Corporation of the City of Penticton.

“Commercial Kennel” means a facility or property, where a maximum of 10 dogs over the age of 4 months, are kept, trained, cared for, bred, treated or boarded for remuneration or purposes of sale where a Kennel Operation Permit has been issued by the City.

“dangerous dog” means any dog that has killed or seriously injured a person or domestic animal as determined by a Dog Control Officer in accordance with section 49 of the Community Charter.

“dog” means both male and female of the canine species apparently over the age of four (4) months.

“Dog Control Officer” means any person designated by Council to administer and enforce this Bylaw and the Community Charter and includes any employee, servant, agent, or contractor appointed to assist in carrying out the provisions of this Bylaw.

“Dog Shelter Facility” means any building or enclosure designated as a Dog Shelter Facility by the City.

“dog tag” means a tag attached to a dog collar or harness showing the license issued by the City to an owner of a dog.

“domestic animal” means an animal or pet kept by a person for domestic, commercial or farm service including any livestock defined under the Livestock Protection Act.

“enclosure” means a structure as described in Schedule A.

“fee” means the rates or fees as set out in the City’s Fees and Charges Bylaw No. 2014-.

“Fees and Charges Bylaw” means Fees and Charges Bylaw No. 2014-07 as amended or superseded.

“fence” means a facility as described in Schedule A of this bylaw.
“fine” means the penalty as set out in City of Penticton Bylaw Notice Enforcement Bylaw No. 2012-5037 as amended or superseded or City of Penticton Municipal Ticket Information Bylaw No. 2012-5021 as amended or superseded.

“Foster Care” means providing temporary in home care for a dog for not more than 3 months.

“Guide Dog” means a dog that is trained as a guide for a blind person and is certified as a Guide Dog in accordance with the Guide Dog and Service Dog Act as amended or superseded.

“Guard Dog” means a dog that is specifically trained for or used primarily for the purpose of guarding property, including residential, commercial and/or industrial property.

“Hobby Kennel” means a house or property where a maximum of 10 dogs are kept.

“impounding” means seized, delivered, received or taken into the Dog Shelter Facility, or in the custody of the Shelter Manager.

“incurable disease” means any disease, sickness, injury or mutilation, which would inevitably result in death, including but not limited to, rabies.

“kennel” means a use accessory to a residential or agricultural use, for the accommodation of more than 3 dogs in a building, enclosure or pen on a property.

“Kennel Operation Permit” means written approval by the City for a person to operate a Hobby Kennel or Commercial Kennel on a specific property.

“leash” means a leash with a fixed total length of not more than 2 metres.

“license” means a dog license issued pursuant to this Bylaw for the current licensing year.

“minor injury” means a physical injury to a person or domestic animal that consist of pinches, minor localized bruising or small punctures, tears or lacerations.

“nuisance dog” means repeated unprovoked charging or lunging at a fence adjacent to a premise or street.

“noise” means continuous barking, howling or yelping sounds lasting more than 5 minutes or the sound of barking, howling or yelping sporadically or erratically for a cumulative duration of 5 minutes or longer in any 15 minute period which sounds are repeated again within 72 hours.

“non-resident” means any person who is residing in the City for a period of not more than 30 days and who has not taken up permanent residency.

“owner” means the person who is the possessor or harbourer of a dog.
“person with a disability” means a person who has a disability, other than blindness or visual impairment and requires, as a result of the disability, the assistance of a Service Dog for daily living.

“pen” means a facility as described in Schedule A of this bylaw.

“person” means any individual, household, corporation, partnership or party and the heirs, executors, administrators or other legal representatives of the same, to whom the context can apply according to law.

“RCMP Service Dog” means any dog owned by the Royal Canadian Mounted Police while on duty, including while engaged in training exercises and under the supervision of a member of the Royal Canadian Mounted Police.

“Revenue Supervisor” means the Revenue Supervisor of the City.

“run at large” (for dogs other than a dangerous dog, aggressive dog or Guard Dog) means a dog being away from its owner’s premises while;

- not being confined within a closed vehicle;
- not being held on a leash by an owner; or
- in a park designated for dogs to be off leash, not being in visual sight of and under the care, custody and control of the owner.

“run at large for aggressive dogs” means an aggressive dog or Guard Dog that is outside of its owner’s premises on private property or a public place while:

- not being confined within a closed vehicle;
- not being held on a leash by an owner; or
- not being held in a locked enclosure.

“run at large for dangerous dogs” means a dangerous dog that is outside of its owner’s premises on private property or a public place while:

- not being confined within a closed vehicle;
- not being held on a leash by an owner; or
- not being held in a locked enclosure.

“secondary injury” means a physical injury to a person that is directly attributable to the person’s reaction when a dog approaches the person in a menacing fashion or an apparent attitude of attack.

“Service Dog” means a dog that is trained to perform specific tasks to assist a person with a disability and is certified as a Service Dog in accordance with the Guide Dog and Service Dog Act as amended or superseded.
“Shelter Manager” means the person or persons appointed from time to time by the City with whom the City has an agreement to act as the Shelter Manager.

“unlicensed dog” means any dog for which the license fee for the current year has not been paid as provided for herein, or to any dog that the tag provided for herein is not attached.

“Zoning Bylaw” means the City’s Zoning Bylaw 2011-23 as amended or superseded.

PART 4 – RIGHT OF INSPECTION AND PROVISION OF INFORMATION

5. Pursuant of the Community Charter, a Dog Control Officer may enter at all reasonable times upon any property in order to inspect and determine whether this bylaw is being followed.

6. Upon request by a Dog Control Officer, an owner in contravention of any provision of this bylaw shall stop and provide the Dog Control Officer with identification giving their full name, current address and the licensing information of the dog.

7. The Dog Control Officer may determine whether a dog is a dangerous dog or aggressive dog for the purposes of this bylaw.

PART 5 – KEEPING AND LICENSING OF DOGS

8. Every person who owns a dog and resides in the city of Penticton for more than 30 days, shall on or before January 31st each year, obtain a license before a dog reaches the age of (4) four months.

9. No person shall give false information when applying for a license pursuant to this bylaw.

10. The owner shall ensure the dog tag is attached, at all time, to the collar or harness worn by the dog when not on the owner’s property.

11. The license shall be issued by the Revenue Supervisor or such other person(s) as the CFO may appoint. Every license shall be distinguished by a number and a record shall be kept by the Revenue Supervisor of all licenses issued and for the purpose of identification, a general description of the dog for which such license was issued.

12. A non-resident, who is the owner of a dog, shall at the expiry of thirty (30) days residency within the city obtain a license for the dog.

Maximum Number of Dogs

13. Per dwelling unit, as defined in the Zoning Bylaw, except as provided for persons operating an Animal Clinic, Animal Daycare and Grooming Facility, Dog Shelter Facility, Hobby Kennel, Commercial Kennel or providing Foster Care, no person shall keep, harbor or have in their possession more than three (3) dogs over the age of (4) four months old.

13.1. Guide Dogs, Service Dogs and Royal Canadian Mounted Police dogs, will not be considered when counting the number of dogs per dwelling unit.

13.2. Hobby Kennels and Commercial Kennels, where permitted in the Zoning Bylaw shall be required to obtain and maintain a Kennel Operation Permit.
License Fees

14. Every person applying for a license shall pay a license fee as set out in the City’s Fees and Charges Bylaw.

15. Every license issued under this bylaw will be for the calendar year in which the license is issued and will expire on the 31st day of December of the year in which the license takes effect. If the owner for which a license is issued under this bylaw ceases to be the owner of a dog, the license shall lapse with no reimbursement to the owner.

16. Guide Dogs, Service Dogs and Royal Canadian Mounted Police dogs must obtain a license but will not be charged licensing fees provided the appropriate certification is presented in accordance with the Guide Dog and Service Dog Act.

17. When a licensed dog is deceased, transferred or sold to a new owner, the former owner shall notify the Dog Control Officer.

18. An owner holding a valid and current license from another B.C. local government will not be required to pay a license fee pursuant to this bylaw but may transfer the license for the remainder of the calendar year upon payment for a replacement tag.

19. If a dog tag is lost, the owner shall obtain a replacement tag and pay the replacement fee as set out in the City’s Fees and Charges Bylaw.

PART 6 – CARE, CUSTODY AND CONTROL OF DOGS

Care

20. Any person who keeps a dog must provide:

20.1. clean, potable drinking water at all times, and suitable food of sufficient quantity and quality to ensure normal growth and the maintenance of normal body weight;

20.2. clean food and water receptacles located so as to avoid contamination by excrement;

20.3. the opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly, under appropriate control;

20.4. shelter to ensure protection from heat, cold, and wet. Such shelters must provide sufficient space to allow any dog to turn about freely, to sit, stand, and lie in a normal position, in an area providing sufficient shade to protect the dog from the direct rays of the sun at all times;

20.5. a regularly cleaned and sanitized pen where excessive excrement is removed; and

20.6. necessary veterinary care when the dog exhibits signs of pain, injury, illness, suffering or disease.

Custody and Control

21. Where a dog, other than a dangerous dog, an aggressive dog or a Guard Dog is outside at its owner’s premises and is not in a fenced area or pen, the dog shall be in visual sight of and under the care, custody and control of an owner.
22. Where a dog, other than a dangerous dog, an aggressive dog or a Guard Dog, is away from its owner's premises on other's private property, the dog shall be in visual sight of and in the care, custody and control of an owner who shall also be with the dog on the same private property.

23. An owner shall control their dog to ensure that the dog shall not kill or without provocation, seriously injure a person.

24. An owner shall control their dog to ensure that the dog shall not, without provocation, while in a public place or while on private property, other than the owner's premises, kill or seriously injure a domestic animal.

25. An owner shall control their dog to ensure that the dog shall not, without provocation, aggressively pursue, inflict minor injury, harass, cause secondary injury, chase or approach a person on public or private property in an attitude of attack.

26. An owner shall control their dog to ensure that the dog shall not, without provocation, aggressively pursue, inflict minor injury, harass, cause secondary injury or chase a domestic animal.

27. An owner shall control their dog to ensure that the dog shall not become a nuisance by repeated unprovoked charging or lunging at a fence adjacent to a premise or street.

Enclosures, Fences, Pens and Tethering

28. Except as provided in Sections 21, 22, 47, 48, 50, 51, and 54 any dog while outside a premise shall be kept in a fenced area or pen, constructed in accordance with Schedule A of this bylaw. Upon receiving written notification, a dog owner shall be required to erect a secure fence or pen within 14 days.

29. No owner shall tie, secure, tether or pen any dog in a front yard or within 1.5m of any side or backyard property line.

30. No owner shall tie, secure, or tether any dog except in the backyard and the tethering system shall allow adequate freedom of movement, with a minimum of 3m radius.

31. Where a rear yard of a property is fully enclosed with a secure fence and a gate which will effectively prevent any dog from escaping therefrom, a dog may be allowed to roam free anywhere therein.

32. No person shall allow a dog to be tied or tethered with a choke collar or pinch collar.

PART 7 – DOGS IN PUBLIC PLACES

Dogs Running At Large Prohibited

33. No owner shall cause or permit a dog to run at large.

Prohibited Parks and Areas

34. No owner shall take or allow any dog onto any public beach, swimming area, park, playground, sports field, school grounds or cemetery unless the area has been designated by the City to allow dogs.
Leashed Parks

35. Where a dog, other than a dangerous dog or an aggressive dog, is in a public place, the dog shall be on a leash held by the owner, unless the dog is in a park area designated for dogs to be off-leash or participating in a dog show or trial recognized by the appropriate local government jurisdiction.

Designated Off-Leash Parks and Areas

36. An owner may cause or permit a dog to run at large in a designated off-leash park or area provided the owner complies with the following requirements:

36.1. The dog wears a collar or harness displaying a valid dog tag;
36.2. The owner possesses a leash to control the dog;
36.3. The owner maintains visual sight and verbal control of the dog at all times;
36.4. In the event of aggression or conflict with another dog or person, the owner takes immediate physical control of the dog;
36.5. The dog is healthy and has up-to-date vaccinations as defined by the *American Animal Hospital Association* or acceptable titers; and
36.6. The owner follows all posted rules and regulations in the park or public area.

PART 8 – NOISE AND NUISANCE

Noise

37. No owner shall cause or permit their dog to cry, bark, howl, or yelp continuously for a period of more than 5 minutes or sporadically for a period of more than 15 minutes or in a manner that tends to disturb the peace, quiet, rest, enjoyment or comfort of persons in the neighbourhood.

Excrement

38. No owner shall permit a dog to deposit excrement on public or private property other than the property of the owner unless the owner immediately removes the excrement and disposes of it in a sanitary manner.

39. Every owner shall remove and dispose of any excrement on the premises owned or occupied by the owner, in a timely manner to ensure there is no buildup of excrement or odour.

Infectious or Contagious Disease

40. No person shall keep, harbor or have in their possession any dog suffering from any infectious or contagious disease unless such dog is in isolation and under treatment for the cure of such infection or contagious disease.

Dog in Vehicle

41. No owner shall cause or permit a dog discomfort, pain or suffering from being confined to an enclosure or vehicle without adequate ventilation and sufficient shade to protect the dog from
excessive heat and direct rays of the sun; conversely cold weather precautions should be taken as well.

42. No owner shall leave a dog unattended in the open box area of a truck or open trailer while the truck or trailer is parked.

PART 9 – NUISANCE, AGGRESSIVE, DANGEROUS DOGS AND GUARD DOGS

43. No owner shall cause or permit a dog to become a nuisance dog.

44. No owner shall cause or permit a dog to become an aggressive dog.

45. No owner shall cause or permit a dog to become a dangerous dog.

Prohibited Areas

46. No owner shall allow a dangerous dog, aggressive dog or Guard Dog into any public beach, swimming area, park, off-leash park, sports field, playground, school grounds or cemetery at any time.

Aggressive Dogs

47. The owner of every aggressive dog shall, when the dog is outside at its owner’s premises and not kept within a closed vehicle, keep the dog controlled on a leash or within a locked enclosure.

48. The owner of every aggressive dog shall, when the dog is away from its owner’s premises and not kept within a closed vehicle, keep the dog controlled on a leash effectively muzzled or within a locked enclosure.

49. Where an aggressive dog has been the subject of a total of only one Dog Control investigation and the dog is not involved in any subsequent Dog Control investigations for violations for a period of 36 months from the date of the first investigation the Dog Control Officer will review the file and determine if the dog will no longer be considered to be an aggressive dog, which is at the sole discretion of the Dog Control Officer.

Dangerous Dog

50. The owner of every dangerous dog shall, when the dog is outside at its owner’s premises and not kept within a closed vehicle, keep the dog controlled on a leash or within a locked enclosure.

51. The owner of every dangerous dog shall, when the dog is away from its owner’s premises and not kept within a closed vehicle, keep the dog controlled on a leash and effectively muzzled or within a locked enclosure.

52. An owner of a dangerous dog shall post a sign visible to the public at the front and back of the property warning that a dangerous dog resides on the property. The sign must be reflective and kept in good visible condition and free of weathering.
53. An owner of a dangerous dog shall obtain a microchip and provide the Dog Control Officer with identification proof that a microchip has been implanted.

Guard Dogs

54. Every owner of a Guard Dog must prevent the Guard Dog from leaving the property being guarded by ensuring:

54.1. the Guard Dog is confined within the premises and the premises are reasonably secure against unauthorized entry;

54.2. the premises are completely enclosed by means of a two (2) meter high fence, constructed in accordance with the Zoning Bylaw and any gates in such fence are reasonably secured against unauthorized entry; and

54.3. the Guard Dog is securely confined in an area within the premises that is adequate to ensure that the dog cannot escape.

55. Warning signs must be posted advising of the presence of a Guard Dog on the premises, with lettering clearly visible from the lesser of the curb line of the property and 50 feet from the premises, and posted at each driveway or entrance way to the property and at all exterior door and gates of the premise. The sign must be reflective and kept in good visible condition and free of weathering.

56. Before bringing the Guard Dog onto the premises, the owner must notify the Dog Control Officer, the Fire Department and the RCMP of the address of the property which the Guard Dog will be guarding, the approximate hours during which the Guard Dog will be performing guard duties, the breed, age, sex and dog tag number and the full names, address and telephone numbers of the owner and any other individual who will be responsible for the Guard Dog while it is on duty.

PART 10 – KENNELS AND FOSTER CARE

Hobby Kennels

57. Every person issued a Hobby Kennel Operation Permit shall:

57.1. annually, obtain a Hobby Kennel Operation Permit; as set out in the Fees and Charges Bylaw, such fee being due and payable on or before the January 31st of any year;

57.2. obtain a license for every dog residing at the Hobby Kennel over the age of four (4) months; and

57.3. comply with the requirements outlined in the Kennel Operation Permit.

58. A Hobby Kennel must be located on a property in a zone permitting kennel use pursuant to the Zoning Bylaw.
Commercial Kennels

59. Every person issued a Commercial Kennel Operation Permit shall:

59.1. obtain an annual Business License and pay an annual Business License fee as required under the City’s Business License Bylaw;

59.2. obtain a Commercial Kennel Operation Permit;

59.3. obtain a license for every dog residing at the Commercial Kennel over the age of four (4) months; and

59.4. comply with the requirements outlined in the Kennel Operation Permit.

60. A Commercial Kennel must be located on a property in a zone permitting kennel use pursuant to the Zoning Bylaw.

Additional Kennel Operation Permit Requirements

61. Every person issued a Kennel Operation Permit shall conform with the requirements for kennels as set out by the City.

62. Prior to the issuance or renewal of a Kennel Operation Permit, the Dog Control Officer may inspect the Hobby Kennel or Commercial Kennel to ensure the requirements of this bylaw and those set out by the City are being met.

63. If a Hobby Kennel or Commercial Kennel fails to meet the requirements set out by City, at any time, the owner will be given 14 days’ written notice to bring the non-conforming kennels up to code. If after the 14 day period, the kennel is not compliant, the Kennel Operation Permit will be considered to be invalid and will be cancelled.

64. Every owner or operator of a Hobby Kennel or Commercial Kennel shall keep dogs inside a secure kennel building between the hours of 8:00 p.m. and 7:00 a.m.

Foster Care

65. Every person providing Foster Care must obtain a Foster Care Permit and comply with the requirements outlined in the Permit.

66. Prior to the issuance or renewal of a Foster Care Permit, the Dog Control Officer may inspect the foster home to ensure the requirements of the bylaw are being met.

67. If a foster home fails to meet the requirements, set out by the City, at any time, the owner will be given 14 days’ written notice to bring the non-conforming home up to code. If after the 14 day period, the home is not compliant, the Foster Care Permit will be considered to be invalid and will be cancelled.
68. Every person having a Foster Care Permit shall keep dogs inside a secure building between the hours of 8:00 p.m. and 7:00 a.m.

PART 10 – ANIMAL CLINIC, ANIMAL DAYCARE AND GROOMING SERVICES

69. No person shall operate an Animal Clinic or Animal Daycare and Grooming business on a property unless the use is permitted under the Zoning Bylaw.

70. Persons operating an Animal Clinic or Animal Daycare and Grooming Service shall ensure that dogs remain indoors, except to allow a dog to relieve themselves, at which time; the dog must be on a leash.

PART 12 – IMPOUNDMENT

Establishment of a Dog Shelter Facility

71. The City authorizes the establishment, maintenance and operations of a Dog Shelter Facility for impounding dogs pursuant to the provisions of this Bylaw.

72. The City shall, from time to time as may be required, appoint a Shelter Manager who may hire assistants as deemed necessary, who shall enforce the provisions of this bylaw.

73. The City shall, from time to time as may be required, appoint a Dog Control Officer, who may hire assistants as deemed necessary, who shall enforce the provisions of this bylaw.

Right of Refusal to Release from Impoundment

74. Upon reasonable grounds, the Shelter Manager has the right to refuse to any person the release or adoption of any dog for any of the following reasons:

74.1. to protect the safety of the public from the dog;
74.2. to protect the safety of the dog from the public;
74.3. to protect the health and welfare of the dog from the individual;
74.4. if the person is under nineteen (19) years of age; or
74.5. if the person is apparently under the influence of alcohol or a drug, such that the Shelter Manager does not feel that the individual has the cognitive ability to accept responsibility for the dog.

75. An owner whose dog was detained pursuant to Section 74 may request that the Shelter Manager reconsider the decision to detain the dog by notifying the City’s Purchasing Manager within fourteen (14) days of the date of the decision. Such a request must be in writing and must include the reasons why the owner believes the decision should be reconsidered. Upon receipt of a completed request the Shelter Manager must:

75.1. give the owner written reasons for the detention; and
75.2. reconsider the detention and may uphold or overturn the original decision.

76. If, within fourteen (14) days after the decision to detain was made or confirmed, a dog detained pursuant to Section 74 is not claimed by its owner and the applicable requirements of this
bylaw have not been satisfied, the dog shall be deemed to have been surrendered to the City and the Shelter Manager may cause the dog to be made available for adoption or otherwise disposed of.

**Seizure and Impoundment**

77. It shall be lawful for the Dog Control Officer to seize any dog found running at large and such Dog Control Officer shall, after making such seizure cause for such dogs to be impounded, and the Shelter Manager shall retain such dog for seventy-two (72) hours, and if the same is not reclaimed within the said seventy-two (72) hours, the Shelter Manager may cause such dog to be sold or destroyed.

78. Notwithstanding other sections of this bylaw, the owner of a dangerous dog will, upon request, be allowed to leave the dog in the Dog Shelter Facility for up to 14 days while an enclosure required by this bylaw is being constructed, without the Shelter Manager selling or destroying the impounded dog after 72 hours as provided in this bylaw.

79. The Shelter Manager may destroy any impounded dog suffering from an incurable disease, with such disease having been confirmed by a qualified veterinarian.

80. Where the Dog Control Officer observed a dog to run at large and is apprehended on private property, the Dog Control Officer shall attempt to contact the occupant of the property. Where no person is at the premises, the Dog Control Officer shall post a notice at the premises advising that the described dog has been impounded for running at large. The notice shall include the 24-hour Dog Control telephone number and a description of the dog. Where the dog, other than a dangerous dog or aggressive dog, lives at the property from which it was impounded, the owner may be served an appropriate violation ticket and the dog will be discharged without an impound fee being charged, however, maintenance fees may apply. Where the impounded dog does not live on the premises from which it was impounded or is a dangerous dog or an aggressive dog the appropriate impound fee will be charged when the dog is retrieved from the Dog Shelter Facility.

81. It shall be the duty of the Shelter Manager to receive any dog delivered to them which has been seized or impounded pursuant to the provisions of this bylaw, and they shall retain such dog and deal with the same in the manner as other dogs seized, received and retained by them, pursuant to this bylaw.

82. It shall be lawful for the Dog Control Officer or Shelter Manager to impound dogs where the owner has been detained by the RCMP. The Dog Control Officer and/or Shelter Manager shall have the authority to exercise the authority pursuant to this bylaw.

83. It shall be lawful for the Shelter Manager to house dogs when the owner has been hospitalized and maintenance fees may be applicable.

84. The City shall provide and supply proper shelter and the Shelter Manager shall provide for and give sufficient food and water daily to all dogs detained by the Shelter Manager within the Dog Shelter Facility.

85. If the owner of any impounded dog is known to the Dog Control Officer or the Shelter Manager, they shall notify the owner.
86. Where the owner of any impounded dog is not known or the owner so notified does not, within three (3) days of notification, appear at the Dog Shelter Facility and release the dog so impounded by the payment of the lawful fees, the Shelter Manager may sell or destroy the dog.

87. The Dog Control Officer, on being requested to call for and take away any dog which the owner thereof desires to have destroyed, may take away and destroy or otherwise dispose of such dog and the owner shall be responsible for the fee of such service.

88. The owner of any dog impounded pursuant to this bylaw, other than a dog that is or will be the subject of a destruction order application as provided for in the Community Charter may reclaim the dog on application to the Shelter Manager after providing proof of ownership, paying the applicable fees and where the dog is a dangerous dog or an aggressive dog, demonstrating that the dog’s owner has an enclosure available for the dangerous dog or aggressive dog.

89. Where a dog is adopted by a new owner, the new owner will not be responsible to pay the impound fees generated by the dogs impound record prior to adopting the dog.

90. It shall be unlawful for any person to release or rescue or to attempt to release or rescue any dog lawfully in the custody of the Shelter Manager or Dog Control Officer.

91. No person shall interfere with the Shelter Manager or Dog Control Officer in the lawful exercise of their duties.

**Redeeming a Dog**

92. The Shelter Manager shall not allow a person to adopt any dog unless that person can demonstrate that there is adequate fencing or an adequate pen provided, or sign a declaration that they will provide a fence or pen, as described in Schedule A of this bylaw. The new owner shall be allowed fourteen (14) days for the fence or pen to be constructed, and if the fence or pen is not constructed at the expiry of the (14) fourteen days, a charge may be laid pursuant to the provisions of this bylaw. Apartment dwellers are exempt from this requirement.

93. The Shelter Manager shall not release a dog if there are outstanding fines associated with the said dog, until such time as outstanding fines have been paid.

94. The Dog Shelter Facility shall be kept open to the public for the transaction of business a minimum of 7 hours per day, Monday through Saturday of each week, or such additional hours as may be warranted, excluding statutory holidays.

95. Every owner or other person entitled to the possession of a dog which has been impounded, shall, upon being notified or become aware of such impounding, redeem the dog in accordance with the provision of this bylaw.

96. Should the Dog Shelter Facility be unlawfully entered and the dog escape therefrom and get back to the possession or custody of the owner or any person caring for the said dog, the said owner or person shall still be liable for the payment of fees and expenses chargeable and recoverable under this bylaw.

97. When selling a dog to a person other than the previous owner, the Shelter Manager shall ensure that the said dog is neutered or spayed, and if neutering or spaying is required, shall charge the veterinary fee to the purchaser.
PART 13 - OFFENCES AND PENALTIES

98. Any person, other than an Dog Control Officer acting in good faith in the course of his or her duties, who causes, permits or allows anything to be done in contravention or violation of this bylaw or who neglects or fails to do anything required to be done pursuant to this bylaw commits an offence is subject to a minimum fine of fifty dollars ($50.00) and shall upon summary conviction be liable to a fine of not more than two thousand dollars ($2,000.00) or to imprisonment for not more than six months or to both. If the offence is a continuing one, each day that the offence is continued shall constitute a separate offence. Nothing in this section shall restrict the City’s ability to enforce this Bylaw in any other manner permitted Bylaw.

99. This Bylaw is designated pursuant to the Community Charter as a bylaw that may be enforced by means of a ticket in the form prescribed.

100. Dog Control Officers, Bylaw Officers and members of the Royal Canadian Mounted Police are designated to enforce this Bylaw by means of a ticket pursuant to section 264 of the Community Charter.

PART 14 – SEVERABILITY

101. If any section or lesser portion of this Bylaw is held to be invalid by a Court, such invalidity shall not affect the remaining portions of the Bylaw.

PART 15 – REPEAL

102. Upon the coming into force of this Bylaw, City of Penticton Dog Control Bylaw 2011-04 and amendments thereto are hereby repealed.

READ A FIRST time this ________ day of ________, 2015
READ A SECOND time this ________ day of ________, 2015
READ A THIRD time this ________ day of ________, 2015
ADOPTED this ________ day of ________, 2015

____________________________
Andrew Jakubeit, Mayor

____________________________
Dana Schmidt, Corporate Officer
SCHEDULE A

City of Penticton Responsible Dog Owner Bylaw 2015-27

STANDARDS FOR FENCES, ENCLOSURES AND PENS

Fences

1. Fences shall be no less than 1.2 meters in height and shall not exceed the maximum fence heights specified in the Zoning Bylaw. All gates must be secured with latches and capable of being locked.

Pens and Runs

2. Minimum standards for outdoor pens and/or run for dogs shall be as follows:

   Pens – 1 metre x 1.5 metres per dog
   Runs – 1.2 meters x 3.7 metres per dog

3. All pens and runs must be constructed in the rear yard of the property.

Enclosures

4. An enclosure means a structure:

   a) at least 1.83 meters in height by 1.2 meters wide by 4 meters long
   b) Constructed with secure sides, top and bottom and suitable for the size and strength of the dog to prevent it from escaping;
   c) Provided with impervious surfacing (for instance, concrete slabs) for the bottom of the enclosure to prevent digging and to facilitate cleaning and sanitizing;
   d) Locked to prevent entry of young children or other unauthorized persons;
   e) Provided with shelter suitable for the size of the dog and to provide shade from the sun and to protect it from varying weather conditions; and
   f) Used for temporary confinement of a dog for no longer than 12 hours in every 24 hour period.

5. All enclosures must be constructed in the rear yard of the property.
The Corporation of the City of Penticton

Bylaw No. 2015-28

A bylaw to amend the Municipal Ticketing Information Bylaw No. 2012-5021

WHEREAS the Council of the City of Penticton has adopted a Municipal Ticketing Information Bylaw pursuant to the Community Charter;

AND WHEREAS the Council of the City of Penticton wishes to amend the “Municipal Ticketing Information Bylaw No. 2012-5021”;

NOW THEREFORE BE IT RESOLVED that the Council of the City of Penticton in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**
   
   This Bylaw may be cited as “MTI Amendment Bylaw No. 2015-28”.

2. **Amendment:**

   i. Amend “Municipal Ticketing Information Bylaw No. 2012-5021” by deleting and replacing the following schedule in its entirety:
      
      - Schedule B2 - Responsible Dog Owner Bylaw No. 2015-27


   iii. Schedule B2 attached hereto forms part of this bylaw.

READ A FIRST time this day of , 2015
READ A SECOND time this day of , 2015
READ A THIRD time this day of , 2015
ADOPTED this day of , 2015

______________________________
Andrew Jakubeit, Mayor

______________________________
Dana Schmidt, Corporate Officer
<table>
<thead>
<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to allow inspection</td>
<td>5.</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>62.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>66.</td>
<td></td>
</tr>
<tr>
<td>Failure to provide identification</td>
<td>6.</td>
<td>$100.00</td>
</tr>
<tr>
<td>No valid licence - 1st offence</td>
<td>8.</td>
<td>$100.00</td>
</tr>
<tr>
<td>- 2nd offence</td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td>- 3rd and subsequent offence</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Providing false information</td>
<td>9.</td>
<td>$100.00</td>
</tr>
<tr>
<td>No affixed tag</td>
<td>10.</td>
<td>$75.00</td>
</tr>
<tr>
<td>Harbour more than 3 dogs</td>
<td>13.</td>
<td>$100.00</td>
</tr>
<tr>
<td>No Kennel Operation Permit</td>
<td>13.2</td>
<td>$100.00</td>
</tr>
<tr>
<td>No food or water</td>
<td>20.1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Contaminated water or food</td>
<td>20.2</td>
<td>$100.00</td>
</tr>
<tr>
<td>No freedom of movement</td>
<td>20.3.</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>30.</td>
<td></td>
</tr>
<tr>
<td>No shelter</td>
<td>20.4</td>
<td>$100.00</td>
</tr>
<tr>
<td>Excrement in pen or enclosure</td>
<td>20.5</td>
<td>$75.00</td>
</tr>
<tr>
<td>Failure to obtain veterinarian care</td>
<td>20.6</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>40.</td>
<td></td>
</tr>
<tr>
<td>In prohibited area</td>
<td>34.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Failure to control on owner’s premises</td>
<td>21.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Failure to control on other’s premises</td>
<td>22.</td>
<td>$200.00</td>
</tr>
<tr>
<td>No leash - 1st offence</td>
<td>35.</td>
<td>$100.00</td>
</tr>
<tr>
<td>- 2nd offence</td>
<td></td>
<td>$200.00</td>
</tr>
<tr>
<td>- 3rd and subsequent offence</td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td>Leash more than 2 metres long</td>
<td>Part 3</td>
<td>$75.00</td>
</tr>
<tr>
<td>Failure to pick up excrement on others property</td>
<td>38.</td>
<td>$150.00</td>
</tr>
<tr>
<td>Failure to pick up excrement on owners property</td>
<td>39.</td>
<td>$150.00</td>
</tr>
<tr>
<td>Description</td>
<td>Code</td>
<td>Fine</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Within front yard or 1.5m of property line</td>
<td>29.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Use choke or pinch collar</td>
<td>31.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Permit attack</td>
<td>23.</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>24.</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>25.</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>26.</td>
<td>$250.00</td>
</tr>
<tr>
<td>Nuisance - 1st offence</td>
<td>27.</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>43.</td>
<td></td>
</tr>
<tr>
<td>- 2nd offence</td>
<td></td>
<td>$250.00</td>
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<tr>
<td>- 3rd and subsequent offence</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Run at large - 1st offence</td>
<td>33.</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Use contrary to Zoning Bylaw</td>
<td>58.</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>60.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>69.</td>
<td></td>
</tr>
<tr>
<td>Fail to fence/pen</td>
<td>28.</td>
<td>$250.00</td>
</tr>
<tr>
<td>Failure to kennel dogs</td>
<td>64.</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>68.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>70.</td>
<td></td>
</tr>
<tr>
<td>Barking dogs - 1st offence</td>
<td>37.</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Interferes with Dog Control Officer or Shelter Manager</td>
<td>91.</td>
<td>$250.00</td>
</tr>
<tr>
<td>Failure to obey posted rules at off-leash areas</td>
<td>36.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Confinement in vehicle</td>
<td>41.</td>
<td>$200.00</td>
</tr>
<tr>
<td>Unattended in the open box area of a truck or open trailer</td>
<td>42.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Failure to control aggressive dog on owner’s premises</td>
<td>47.</td>
<td>$250.00</td>
</tr>
<tr>
<td>Failure to control aggressive dog away from owner’s premises</td>
<td>48.</td>
<td>$300.00</td>
</tr>
<tr>
<td>Failure to control dangerous dog on owner’s premises</td>
<td>50.</td>
<td>$500.00</td>
</tr>
<tr>
<td>Failure to control dangerous dog away from owner’s premises</td>
<td>51.</td>
<td>$750.00</td>
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<tr>
<td>Failure to post “Dangerous Dog” signage</td>
<td>52.</td>
<td>$200.00</td>
</tr>
<tr>
<td>Failure to microchip dangerous dog</td>
<td>53.</td>
<td>$250.00</td>
</tr>
<tr>
<td>Guard Dog not confined within secure premises</td>
<td>54.1</td>
<td>$250.00</td>
</tr>
<tr>
<td>Violation</td>
<td>Code</td>
<td>Fine</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Guard Dog premises not properly fenced</td>
<td>54.2</td>
<td>$250.00</td>
</tr>
<tr>
<td>Guard Dog premises not adequately secured</td>
<td>54.3</td>
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</tr>
<tr>
<td>Failure to post Guard Dog warning signs</td>
<td>55.</td>
<td>$200.00</td>
</tr>
<tr>
<td>Failure to notify authorities of Guard Dog</td>
<td>56.</td>
<td>$200.00</td>
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<tr>
<td>Failure to obtain Hobby Kennel Operation Permit</td>
<td>57.1</td>
<td>$100.00</td>
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<tr>
<td>Contrary to Hobby Kennel Operation Permit</td>
<td>57.3</td>
<td>$100.00</td>
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<tr>
<td>Failure to obtain business licence for Commercial Kennel</td>
<td>59.1</td>
<td>See Schedule B4</td>
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<td>Failure to obtain Commercial Kennel Operation Permit</td>
<td>59.2</td>
<td>$100.00</td>
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<tr>
<td>Contrary to Commercial Kennel Operation Permit</td>
<td>59.4</td>
<td>$100.00</td>
</tr>
<tr>
<td>Failure to obtain Foster Care Permit</td>
<td>65.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Contrary to Foster Care Permit</td>
<td>65.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Attempt to release or rescue a dog in custody</td>
<td>90.</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
The Corporation of the City of Penticton

Bylaw No. 2015 - 29

An Amendment to Regulate Enforcement of Bylaw Notices

WHEREAS pursuant to the Local Government Bylaw Notice Enforcement Act and the Community Charter, the City may establish fine amounts for contravention of City bylaws;

AND WHEREAS the City of Penticton has adopted “Bylaw Notice Enforcement Bylaw No. 2012 – 5037”;

AND WHEREAS the City of Penticton wishes to amend “Bylaw Notice Enforcement Bylaw No. 2012 - 5037”;

NOW THEREFORE the Municipal Council of The Corporation of the City of Penticton in open meeting assembled ENACTS as follows:

Title:

1. This Bylaw may be cited as the “Bylaw Notice Enforcement Amendment Bylaw No. 2015-29.”

Amendment:

2. Amend Bylaw Notice Enforcement Bylaw No. 2012-5037 Schedule ‘A’ Appendices Index by deleting “Appendix 2 Dog Control Bylaw No. 2011-04” and replace with “Appendix 2 Responsible Dog Owner Bylaw No. 2015-27”.

3. Amend Schedule ‘A’ by deleting and replacing the following appendix in its entirety:

Appendix 2 – Responsible Dog Owner Bylaw No. 2015-27

4. Appendix 2 attached hereto forms part of this bylaw.

READ A FIRST time this day of , 2015
READ A SECOND time this day of , 2015
READ A THIRD time this day of , 2015
ADOPTED this day of , 2015

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer
## APPENDIX 2

### RESPONSIBLE DOG OWNER BYLAW NO. 2015-27

<table>
<thead>
<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Column A1 Fine</th>
<th>Column A2 Early Payment Penalty</th>
<th>Column A3 Late Payment Penalty</th>
<th>Column A4 Compliance Agreement Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to allow inspection</td>
<td>5, 62, 66.</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to provide identification</td>
<td>6.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>No valid licence</td>
<td>8.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Providing false information</td>
<td>9.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>No affixed tag</td>
<td>10.</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$85.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Harbour more than 3 dogs</td>
<td>13.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>No Kennel Operation Permit</td>
<td>13.2</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$100.00</td>
<td>Yes</td>
</tr>
<tr>
<td>No food or water</td>
<td>20.1</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Contaminated water or food</td>
<td>20.2</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>No freedom of movement</td>
<td>20.3, 30.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>No shelter</td>
<td>20.4</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Excrement in pen or enclosure</td>
<td>20.5</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$85.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to obtain veterinarian care</td>
<td>20.6, 40.</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>In prohibited area</td>
<td>34.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to control on owner’s premises</td>
<td>21</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to control on other’s premises</td>
<td>22.</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>No</td>
</tr>
<tr>
<td>No leash -</td>
<td>35.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$125.00</td>
<td>No</td>
</tr>
<tr>
<td>Leash more than 2 metres long</td>
<td>Part 3</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$85.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to pick up excrement on others property</td>
<td>38.</td>
<td>$150.00</td>
<td>$125.00</td>
<td>$175.00</td>
<td>No</td>
</tr>
<tr>
<td>Violation</td>
<td>No.</td>
<td>1st offence</td>
<td>2nd offence</td>
<td>3rd and subsequent offence</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>------</td>
<td>--------------</td>
<td>-------------</td>
<td>---------------------------</td>
<td></td>
</tr>
<tr>
<td>Failure to pick up excrement on owners property</td>
<td>39.</td>
<td>$150.00</td>
<td>$125.00</td>
<td>$175.00</td>
<td></td>
</tr>
<tr>
<td>Within front yard or 1.5m of property line</td>
<td>29.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Use choke or pinch collar</td>
<td>31.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Permit attack</td>
<td>23.</td>
<td>$500.00</td>
<td>$450.00</td>
<td>$550.00</td>
<td>No</td>
</tr>
<tr>
<td>Nuisance</td>
<td>27.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Run at large</td>
<td>33.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Use contrary to Zoning Bylaw</td>
<td>58.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fail to fence/pen</td>
<td>28.</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to kennel dogs</td>
<td>64.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Barking dogs</td>
<td>37.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Interferes with Dog Control Officer or Shelter Manager</td>
<td>91.</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to obey posted rules at off-leash areas</td>
<td>36.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Confinement in vehicle</td>
<td>41.</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>No</td>
</tr>
<tr>
<td>Unattended in the open box area of a truck or open trailer</td>
<td>42.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
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<td>47.</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>No</td>
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<tr>
<td>Failure to control aggressive dog away from owner’s premises</td>
<td>48.</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>No</td>
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<tr>
<td>Failure to control dangerous dog on owner’s premises</td>
<td>50.</td>
<td>$500.00</td>
<td>$450.00</td>
<td>$550.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to control dangerous dog away from owner’s premises</td>
<td>51.</td>
<td>$750.00</td>
<td>$700.00</td>
<td>$800.00</td>
<td>No</td>
</tr>
<tr>
<td>Failure to post “Dangerous Dog” signage</td>
<td>52.</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Violation</td>
<td>Code</td>
<td>Minimum Fine</td>
<td>Maximum Fine</td>
<td>Penalty Assessed</td>
<td>Result</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>------</td>
<td>--------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>--------</td>
</tr>
<tr>
<td>Failure to microchip dangerous dog</td>
<td>53.</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Guard Dog not confined within secure premises</td>
<td>54.1</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Guard Dog premises not properly fenced</td>
<td>54.2</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Guard Dog premises not adequately secured</td>
<td>54.3</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to post Guard Dog warning signs</td>
<td>55.</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to notify authorities of Guard Dog</td>
<td>56.</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to obtain Hobby Kennel Operation Permit</td>
<td>57.1</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Contrary to Hobby Kennel Operation Permit</td>
<td>57.3</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to obtain business licence for Commercial Kennel</td>
<td>59.1</td>
<td>See Appendix 4</td>
<td>See Appendix 4</td>
<td>See Appendix 4</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to obtain Commercial Kennel Operation Permit</td>
<td>59.2</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Contrary to Commercial Kennel Operation Permit</td>
<td>59.4</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Failure to obtain Foster Care Permit</td>
<td>65.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Contrary to Foster Care Permit</td>
<td>65.</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Attempt to release or rescue a dog in custody</td>
<td>90.</td>
<td>$500.00</td>
<td>$450.00</td>
<td>$550.00</td>
<td>No</td>
</tr>
</tbody>
</table>
WHEREAS the Council of the City of Penticton has adopted a Fees and Charges Bylaw pursuant to the Community Charter;

AND WHEREAS the Council of the City of Penticton wishes to amend the “Fees and Charges Bylaw No. 2014-07”;

NOW THEREFORE BE IT RESOLVED that the Council of the City of Penticton in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

   This Bylaw may be cited as “Fees and Charges Amendment Bylaw No. 2015-30”.

2. **Amendment:**

   i. Amend “Fees and Charges Bylaw No. 2014-07” by deleting and replacing the following appendix in its entirety:

      - Appendix 2 – Dog Control – Dog Kennel, Licence and Penalty Charges

   ii. Appendix 2 attached hereto forms part of this bylaw.

---

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer
## Appendix 2

### DOG CONTROL - DOG KENNEL, LICENCE AND PENALTY CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Licence Fee if purchased prior to January 31st</strong></td>
<td></td>
</tr>
<tr>
<td>1 Unspayed or Unneutered Dog</td>
<td>$62.00*</td>
</tr>
<tr>
<td>2 License fees for new dogs brought into the City after June 30th</td>
<td>50% off the licence fee</td>
</tr>
<tr>
<td>3 Spayed or Neutered Dog (where proof from a veterinarian or sworn declaration is provided)</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

*If an owner provides proof of spaying or neutering, the difference in the fee will be refunded*

| 4 Foster Care Dog (where Foster Care Permit is provided)                     | No Charge         |

**Licence Fee Late Charge (purchased after January 31st)**

| 5 Unspayed or Unneutered Dog                                                | $72.00            |
| 6 Spayed or Neutered Dog (where proof from a veterinarian or sworn declaration is provided) | $41.00            |
| 7 Service, Therapy, Guide or RCMP Dog (provided declaration where certification is provided) | No Charge         |
| 8 Foster Care Dog (where worn declaration Forster Care Permit is provided)  | No Charge         |

**Replacement Tag**

| 9 Replacement for lost tag for the non-expired period of the current licence year | $5.00 |
| 10 Owner holding a valid and current licence from another BC Local Government  | $5.00 |

**Impoundment of a dog with a valid licence:**

| 11 First offence                                                            | $25.00           |
| 12 Second offence                                                          | $50.00           |
| 13 Third offence                                                           | $75.00           |
| 14 Fourth and each subsequent offence                                       | $100.00**        |

* increasing by $200.00 for each subsequent impoundment

**Impoundment of an aggressive or dangerous dog with a valid licence:**

| 15 First offence                                                            | $250.00          |
| 16 Second offence                                                          | $350.00          |
| 17 Third offence                                                           | $450.00          |
| 18 Fourth and each subsequent offence                                       | $500.00***       |

*** increasing by $300.00 for each subsequent impoundment

**Impoundment Maintenance Fee**

| 19 Maintenance fee per day or part day of impoundment                       | $15.00           |
| 20 Maintenance fee per day or part day for impoundment of a dangerous dog  | $25.00           |

**Disposal Fees**

| 21 Euthanasia                                                              | $50.00           |
| 22 Disposal Fees                                                           | $30.00           |
| 23 Pick up dog carcass                                                     | $25.00           |

**Veterinarian Exam/Treatment**

| 24 Examination or treatment by a licensed veterinarian                     | Actual Cost       |

**Kennel Operation Permits**

| 25 Commercial Kennel Operation Permit (includes 2 licence tags)             | Requires Business Licence |
| 26 Hobby Kennel Operation Permit                                            | $10.00              |
| 27 Foster Care Permit (includes 2 dog tags)                                | $10.00              |
The Corporation of the City of Penticton

Bylaw No. 2015-31

A bylaw to amend the Business Licence Bylaw No. 2012-5020

WHEREAS the Council of the City of Penticton has adopted a Business Licence Bylaw pursuant to the Community Charter;

AND WHEREAS the Council of the City of Penticton wishes to amend the “Business Licence Bylaw No. 2012-5020”;

NOW THEREFORE BE IT RESOLVED that the Council of the City of Penticton in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Title:

This Bylaw may be cited as “Business Licence Amendment Bylaw No. 2015-31”.

2. Amendment:

i. Amend “Business Licence Bylaw No. 2012-5020” by adding the following definition:

“Commercial Kennel” means a facility or property, where a maximum of 10 dogs over the age of 4 months, are kept, trained, cared for, bred, treated or boarded for remuneration or purposes of sale where a Kennel Operation Permit has been issued by the City.

READ A FIRST time this day of , 2015
READ A SECOND time this day of , 2015
READ A THIRD time this day of , 2015
ADOPTED this day of , 2015

________________________________________
Andrew Jakubeit, Mayor

________________________________________
Dana Schmidt, Corporate Officer
May 27, 2015

Dear Mayors and Regional District Chairs:

As we prepare for the upcoming 2015 UBCM Convention in Vancouver this September, I wanted to let you know that my caucus colleagues and I are once again looking forward to listening to the discussions around the issues and initiatives that affect British Columbia’s communities and the people who live there. Our work depends on your input and your insight, and my colleagues and I will be there to listen and to learn about your priorities.

The theme this year, *Excellence in Action*, is a wonderful way to recognize the successful track we have worked on together to build our province, to highlight our strengths and to lead the way to securing a future for British Columbians today and for many years to come.

If you would like to request a meeting with me or a Cabinet Minister on a specific issue during this year’s convention, the online registration form at [https://UBCMreg.gov.bc.ca](https://UBCMreg.gov.bc.ca) will go live on June 15th. The invitation code is MeetingRequest2015 and it is case sensitive.

It’ll be great to see you at the UBCM Convention. If you have any questions, please contact my UBCM Meeting Request Coordinator, Tim Wong, via his email address which is: [UBCM.Meetings@gov.bc.ca](mailto:UBCM.Meetings@gov.bc.ca) or by phone at 604-775-1600.

Sincerely,

Christy Clark
Premier
Downtown Revitalization Sub-Committee Meeting

held at City of Penticton Committee Room A
171 Main Street, Penticton, B.C.

Thursday, April 16, 2015
at 8:00 a.m.

Present:  Max Picton, Councillor
          Barb Haynes, Chair
          Doug Eaton, Chamber of Commerce Representative
          Kerri Milton, DPA Representative
          Pamela Stevenson, Member at Large
          Cheryl Watts, Member at Large
          Erin Hanson, Member at Large

Staff:    Mitch Morozuk, Director of Operations
          Ian Chapman, City Engineer
          Tyler Figgitt, Design Supervisor
          Blake Laven, Planning Manager
          Lorraine Williston, Corporate Committee Secretary

1.  Call to Order

    The Downtown Revitalization Sub-Committee was called to order by the Chair at 8:00 a.m.

2.  Adoption of Agenda

    It was MOVED and SECONDED
    THAT the Downtown Revitalization Sub-Committee adopt the agenda for the meeting held on
    April 16, 2015 as circulated.

    CARRIED UNANIMOUSLY

3.  Adoption of Minutes

    It was MOVED and SECONDED
    THAT the Downtown Revitalization Sub-Committee adopt the minutes of the March 5, 2015
    meeting as circulated.

    CARRIED UNANIMOUSLY
4. **Business Arising from Prior Meetings**

4.1 **100 and 200 Block Design – Update**

The Design Supervisor provided an update on the progress from the last meeting. Designs have not changed and they are continuing to research light canopy options. The interim design is complete and staff will present it to the committee at the next meeting for review and input. In June the final detail designs will commence. Once the grant has been approved, construction will begin.

4.2 **Light Canopy – Update**

The Design Supervisor confirmed he has met with the electrical consulting firm who provided staff with the overall design requirements and Class C estimates for the LED light canopy. Numbers are higher than anticipated. The estimate was divided into five areas:

- Area 1 - Over Gyro Park
- Area 2 - Link Road
- Area 3 - Link Road to Front Street
- Area 4 - 100 Block
- Area 5 - 200 Block

All areas will require studier poles and self-supporting anchor poles and controllers. These expenses have not been budgeted for. An option available is to substitute asphalt for pavers in selected areas and use the money saved to off-set these costs.

Discussion ensued on substituting asphalt for pavers on the road surface for the Gyro Park and Link Road areas. Cost savings would be $182,000. By consensus, the Downtown Revitalization Sub-Committee agreed the 100 Block including both Gyro Park and the Link Road as the preferred locations for a light canopy and recommended staff should consider installing the ground work necessary and substitute asphalt for pavers for the road surface areas.

4.3 **410 Main Street (The Cellar) – Store Front Use**

The Planning Manager provided an overview of the request from the owner of The Cellar restaurant located at 410 Main Street to build a store front patio for the restaurant. Challenges with this location are that the sidewalk slopes away quite steeply and the installation of a patio will take up two parking stalls. The patio would also be a year round installation. Staff presented a proposed design and options. Concerns over if the design will fit in with the revitalization plans for that block. The owner would also be responsible for all construction costs. Options are either build the patio as per the current bylaw or build to the standard adopted for the 200 Block revitalization plan. Question was raised whether to revise the current bylaw to include store front use to reflect the new downtown design plans. Staff to have a conversation with the owner and update the committee at the next meeting.
5. **New Business**

5.1 **Veteran’s Memorial Park**

The Planning Manager met with the veterans’ group to discuss a partnership on the design for the entrance located at Main Street and Lakeshore Drive. The group is very excited about the project and noted they would like to see power and water installed there.

6. **Council Outcome**

Council Resolution 185/2015 from the minutes dated March 5, 2015 was received.

7. **Next Meeting**

The next regularly scheduled meeting of the Downtown Revitalization Sub-Committee is scheduled for Thursday, May 28, 2015 at 8:00 a.m.

8. **Adjournment**

The Downtown Revitalization Sub-Committee adjourned the meeting at 9:05 a.m.
Notice of Motion:

WHEREAS the District of Penticton was incorporated on the 31st day of December 1908;
AND WHEREAS the Council of the City of Penticton wishes to celebrate this event annually;
NOW THEREFORE BE IT RESOLVED that Council direct staff to prepare a Request for Proposal for the organization and administration of festivities to celebrate Penticton’s Birthday;
AND FURTHER THAT the City investigate ways to leverage or create synergies with other community celebrations such as Canada Day or BC Day.

Strategic Priority Objective:
Live our Vision Statement with emphasis on Vibrant & Community.

Background
As we currently celebrate Canada Day and BC Day we do not recognize our own day (birthday). City records show that Penticton’s Birthday is December 31. This is an opportunity to celebrate our own achievements each year, pay recognition to our forefathers and gather to welcome a new year.

Our vision statement reads as follows and this celebration touches many of our descriptors as shown below.

Penticton - a vibrant, innovative, adventurous waterfront City focused on sustainability, community and economic opportunity.

Vibrant:

- There is a sense of excitement throughout Penticton. Families are celebrating life in the community year-round and attending a robust mixture of festivals and all season events, local markets, cultural institutions and experiences, multicultural events that also attract numerous visitors adding additional life and energy to the community.

- City pride is palpable and evidenced by a rich assortment of active volunteer organizations that enable citizens to engage in and improve their community.

Adventurous:

- Penticton offers a wide array of international, national, provincial and regional sport tourism, and outdoor adventure opportunities.

- Penticton promotes the benefits of healthy living for all ages.
Community:

- There is a true sense of community where we feel good about our neighbours and where collaborative relationships come naturally.

Sustainability:

- Penticton is a leader in balancing social, environmental, economic and agricultural sustainability.

Diversity:

- We accept and respect others and have created a safe, positive and nurturing environment to explore and celebrate the richness of human diversity.

- We understand and believe that each individual is unique - be it along the dimensions of race, ethnicity, gender, education, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.