



Affidavit No. 1 of Blake Laven

Sworn July 5, 2021

No. S 216288

Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

City of Penticton

PETITIONER

AND:

British Columbia Housing Management Commission

RESPONDENT

**AFFIDAVIT**

I, Blake Laven, of 171 Main Street, Penticton, BC, Director of Development Services, AFFIRM THAT:

1. I am the Director of Development Services for the City of Penticton, and as such, have personal knowledge of the facts and matters in this affidavit. Where I make statements in this affidavit that are not within my personal knowledge, I so indicate. I believe that all of the information in this affidavit is true.
2. I am authorized by the City of Penticton to swear this affidavit for use in this proceeding.
3. I hold a Master's Degree in Planning from Dalhousie University and a Bachelor of Arts from Simon Fraser University. I have been an employee at the City of Penticton for more than 11 years, having started as a Planner, and later was promoted to Planning Manager, a position I held for 6 years. I was appointed to the position of Director of Development Services in January 2020.
4. In my current role as Director of Development Services I oversee the planning, building, social development and bylaw services departments at the City of Penticton. I work directly with

the British Columbia Housing Management Commission (“BC Housing”) on items of mutual interest, particularly the provision of housing services for the City of Penticton.

5. My role in respect of the property at 352 Winnipeg Street, Penticton, BC (the “Subject Property”) in particular has included:

- (a) to act as a point of contact for the City with the owner of the Subject Property, Pentictonia Holdings Ltd. (“Pentictonia”), the operator of the temporary winter shelter at the Subject Property, Penticton and District Society for Community Living (“PDSCL”), and BC Housing; and
- (b) to review the permit applications for the Subject Property and provide information and recommendations to Council in respect of their decision options.

***Subject Property Prior to March 2020***

6. The history of the Subject Property partially predates my time at the City. I understand that the Subject Property originally was the site of a convention facility in the early 1990s, to serve as a conference space for the Penticton Executive Inn, which was just across the lane at 333 Martin Street. In the early 2000s the Executive Inn was sold and converted into an assisted living seniors’ residence known as Charles Manor Seniors Community, while the conference facility was sold and converted to a place of worship called Victory Church. Victory Church operated between approximately 2006-2018. Charles Manor Seniors Community continues operating to this day.

7. In or around late 2018 Pentictonia purchased the Subject Property. Pentictonia is a BC company and its BC Registry summary is attached as **Exhibit “A”**. On March 3, 2020, Council gave preliminary approval to Pentictonia’s applications for a zoning change and a development permit to redevelop the site: the project contemplated the installation of storage units in the underground parking areas, conversion of the main convention space into office space, and a residential unit on the top floor.

8. The Subject Property is currently zoned “C5 - Urban Centre Commercial”. According to the City’s zoning bylaw, the zone provides for the development of the financial, retail,



entertainment, governmental and cultural core of the City by way of high density commercial and residential uses with a list of permitted uses. The Subject Property is not designated under the zoning bylaw as an “Emergency Shelter”, which is defined as a “boarding home operated by non-profit society or government agency which provides temporary emergency accommodation, meals and support services for individuals who are in a housing crisis”. Attached and marked as **Exhibit “B”** is a copy of an excerpt of Zoning Bylaw No. 2017-08.

*Use of the Subject Property as a Hygiene Centre and COVID Isolation Location*

9. As the COVID pandemic began to take hold, the City opened an Emergency Operations Centre (“EOC”) whose mandate included ensuring that the City was in position to respond to the pandemic in a fast, co-coordinated manner to support the health and safety of the community. I temporarily shifted from working at City Hall to the EOC. The EOC worked closely with provincial and regional groups on a community response to the pandemic with a particular concern for the city’s vulnerable population and outbreaks within that population.

10. As part of these efforts, the City assisted BC Housing to identify space for COVID isolation, a homeless shelter, and a hygiene station, where homeless individuals could shower, do laundry, use washroom facilities and perform other basic hygiene functions.

11. By early April 2020, the Subject Property became a candidate specifically for an isolation centre indoors, and a hygiene centre outdoors. I reached out to the principal of Pentictonia, Bobby Nia, who expressed an interest in leasing the building to BC Housing for its COVID efforts.

12. By May 1, 2020, Pentictonia entered into a short-term facility licence with the Provincial Rental Housing Corporation (“PRHC”). Attached and marked as **Exhibit “C”** is a copy of the licence that the City later obtained through its counsel.

13. Pentictonia and PRHC subsequently entered into facility licence amendments dated July 24, 2020 and February 8, 2021, which are attached and marked together as **Exhibit “D”**. The February 8, 2021 amendment extends the term of the license agreement to March 31, 2022.

14. In May 2020, planning for the hygiene station and isolation area moved forward, including the necessary fire and building inspections, deficiency repairs and the delivery of equipment for the outdoor hygiene station facility.

15. The hygiene station was operational as of June 19, 2020, on a limited basis. I am unaware whether or to what extent the COVID isolation area was ever used during the summer or fall of 2020.

***Temporary Winter Shelter Application and Approval***

16. On July 27, 2020 BC Housing introduced the idea of using the Subject Property as a space for a “temporary winter shelter” to accommodate additional shelter needs in the community arising out of the cold weather, and health restrictions limiting the capacity of another shelter at 1706 Main Street, known as Compass Court. In order to maintain physical distancing, Penticton’s existing shelter locations had to temporarily reduce their capacity, and were expected to be unable to expand their capacity for the winter, as is normally done. Attached and marked as **Exhibit “E”** is an email string between employees of the City (including myself) and BC Housing dated July 13-27, 2020.

17. On August 11, 2020, I sent an email to representatives of BC Housing laying out the application process for a Temporary Use Permit (“TUP”) application. Attached and marked as **Exhibit “F”** is that email.

18. The City received the application materials for the TUP on September 2, 2020 (the “Application”). The Application stated that the shelter would be operational between October 2020 and March 31, 2021. Attached and marked as **Exhibit “G”** is the Application.

19. Accompanying the Application was an Agency Agreement signed by the owner of the Subject Property, appointing BC Housing to bring the Application on its behalf. Attached and marked as **Exhibit “H”** is the Agency Agreement.

20. The Application was also accompanied by a Letter of Intent from BC Housing, explaining the rationale for the request to temporarily expand shelter services using the Subject

Property. The Letter of Intent stated that the shelter “would be operational between October 2020 and March 31, 2021”. Attached and marked as **Exhibit “I”** is the Letter of Intent.

21. The Application and Letter of Intent stated PDSCL was prepared to operate the winter shelter at the Subject Property. PDSCL is a BC society and its BC Registry summary is attached as **Exhibit “J”**. Attached and marked as **Exhibit “K”** is a copy of the Service Agreement with an effective date of July 20, 2020 between BC Housing and PDSCL that the City later obtained through its counsel.

22. On October 6, 2020 I presented the file to Council for their consideration. Councillors had many questions about the operation of the facility by PDSCL, and passed a resolution deferring the decision on the application and inviting PDSCL to an upcoming Council meeting to discuss PDSCL’s plans. Attached and marked as **Exhibit “L”** are minutes from that meeting.

23. On October 20, 2020 Tony Laing, the Executive Director of PDSCL attended the Council meeting. Council ultimately supported the application for a temporary shelter with a number of conditions, including limiting the number of beds at 42 and requiring security personnel on site. Attached and marked as **Exhibit “M”** are minutes from that Council meeting approving the TUP for a period of six months with conditions.

24. The shelter opened the week of November 9, 2020.

#### ***Operation of the Temporary Shelter***

25. After the opening of the emergency winter shelter at the Subject Property, service calls in relation to the property immediately increased. Bylaw officers were taking calls and attending the Subject Property on a regular basis to deal with issues around the shelter. These issues included:

- (a) waste left on public and private lands around the shelter;
- (b) individuals sleeping outside of the shelter;
- (c) individuals doing drugs around the shelter; and

- (d) negative interactions between individuals frequenting the shelter and neighbouring residents.

26. I understand that RCMP attended regularly as well. Fire and ambulance services attended to calls from within the shelter at all hours. Service calls and complaints indicated negative impacts to the quality of life of the seniors living at Charles Manor, the Cherry Park Retirement Residence across the street, and the residential Chancellor strata building immediately to the south of the Subject Property.

### ***Expiry of the TUP***

27. On January 11, 2021, BC Housing suggested that with the upcoming TUP expiry, it did not have any alternative location to house the individuals currently using the Subject Property. A City official responded on January 20, 2021, reminding BC Housing's representative that the TUP would expire on April 1, 2021, and stated that the City would work with BC Housing and PDSCL to decamp the winter shelter through April and into the first week of May. He noted that the Subject Property was being used as a temporary winter shelter in response to COVID, and that if there was still going to be a need for one next winter, he would be willing to discuss that issue in the spring/summer. Attached and marked as **Exhibit "N"** is a copy of the email string between City and BC Housing representatives, copying others, between December 11, 2020 and January 20, 2021.

28. City staff attended a meeting with BC Housing officials on January 29, 2021. I would summarize the exchange of views at that meeting as follows. BC Housing outlined the need to keep the shelter open. City staff said that the shelter was intended to be temporary to deal with the increase in demand over the winter months: this increase in shelter demand occurred each year, and each year the beds were removed at the end of winter. We reiterated the City's offer to work with PDSCL on an orderly decampment of the Subject Property after the expiration of the TUP, but we indicated that Council was unlikely to continue supporting the facility in light of the serious issues that it attracted, the negative impact that it had on the shelter's neighbours, and the original commitment that this shelter would be temporary.

29. An application for extension of the TUP for the Subject Property was submitted to the City's planning department on February 8, 2021. It would allow the temporary winter shelter to continue operating until March 31, 2022. The TUP extension application is attached as **Exhibit "O"**.

30. The application was placed on the March 2, 2021 meeting agenda for Council. Once it was posted on the agenda, the City received correspondence from dozens of citizens, the majority of whom opposed the extension. The neighboring strata was opposed, as were both senior homes and the Downtown Penticton Association, a local business organization. Those with opposing views communicated their negative experiences since the opening of the temporary winter shelter, including constant emergency services visits at all hours, open drug use and drug dealing, negative interactions with those frequenting the shelter, vandalism, and a general lack of perceived safety and peace.

31. I prepared a report to City Council outlining the City's options. Attached and marked as **Exhibit "P"** is the report to council.

32. Council denied extension of the permit, but also gave direction to staff to work with the City's Safety and Security Committee on the development of guidelines for the placement of future shelter and supporting housing services in the community. Council stated a desire to find an additional permanent appropriate site for shelter services in the community. Attached and marked as **Exhibit "Q"** are minutes of the March 2, 2021 meeting.

33. The guidelines were developed over a series of committee meetings, and adopted by Council on May 18, 2021 and shared with BC Housing shortly thereafter. The "City of Penticton Emergency Shelter and Supportive Housing Siting Guidelines" is attached and marked as **Exhibit "R"**.

34. The morning after Council's decision, the media reported that the Attorney General and Minister Responsible for Housing, David Eby, stated that the BC government had 1,000 tents and sleeping bags that could be headed to a homeless camp in Penticton as a result of Council's decision. According to the media, the Minister stated that it would try to use legislative tools to override Council's decision but it was "not a slam dunk" because the property was privately

owned and the Province's actions could be challenged in court. A copy of a media article from the *Penticton Herald* entitled "Housing minister warns of tent city in Penticton" dated March 3, 2021 is attached and marked as **Exhibit "S"**.

35. On March 8, 2021, the City received a letter from Shayne Ramsay, CEO of BC Housing. It stated that the Mayor had indicated support for the renewal of the TUP at a February 3, 2021 meeting. I had attended that meeting. No such support was expressed by the Mayor. In that same March 8 letter, BC Housing indicated that it was prepared to invoke its "Paramountcy" powers to override the City's bylaws, and asked that Council reconsider its decision. Attached and marked as **Exhibit "T"** is a copy of that letter.

36. On March 11, 2021 Mayor Vassilaki delivered a response to Mr. Ramsay. The Mayor's letter made a number of points of factual clarification, and advised Mr. Ramsay that the reconsideration request would be placed on the agenda of Council's next regularly scheduled meeting, on March 16, 2021. Attached and marked as **Exhibit "U"** is a copy of that letter.

37. On March 18, 2021 Mayor Vassilaki sent a letter to Mr. Ramsay, informing him that Council had rejected the reconsideration request, while encouraging staff to continue working with BC Housing on a transition plan for the shelter. Attached and marked as **Exhibit "V"** is a copy of that letter.

38. On March 19, 2021, Mr. Ramsay delivered a letter to the Mayor and Council, stating its intention to continue operating the temporary winter shelter at the Subject Property, notwithstanding Council's decision not to extend the TUP. Attached and marked as **Exhibit "W"** is a copy of that letter.

39. On March 30, 2021, I delivered a letter to PDSCL noting Council's decision not to extend the TUP, and offering to work with PDSCL on a relocation plan for individuals staying at the Subject Property. Attached and marked as **Exhibit "X"** is a copy of that letter.

40. On April 12, 2021, Tony Laing, CEO of PDSCL, responded to my letter stating that it had no intention of reducing its services. Attached and marked as **Exhibit "Y"** is a copy of that letter.

41. On May 3, 2021, I wrote a letter to PDSCL and Pentictonia noting that neither of them had provided a relocation plan for the individuals using the temporary winter shelter. My letter reiterated the City's land use jurisdiction regardless of PDSCL's arrangements with BC Housing. The City also requested a number of documents from these parties, some of which were later obtained through counsel for the City. Attached and marked as **Exhibit "Z"** is a copy of that letter.

### ***The Current Impasse***

42. The Subject Property continues to operate as a shelter, despite the expiry of the TUP, and to date BC Housing has not identified other locations for the shelter beds, or a timeline for relocation to occur. There have been broad discussions with BC Housing including some suggested options of which I am aware, but nothing approaching a tangible and specific plan of relocation. What began as a short-term solution for the difficulties of a pandemic winter has become something that BC Housing is insistent must continue, potentially on a year-round basis and indefinitely. Meanwhile, the City has continued to receive complaints about the shelter.

43. From a planning perspective, operating a shelter on the Subject Property is not consistent with best practices. The Subject Property is in a primarily residential area, and has two senior homes effectively adjacent to it. The frequency of the shelter's need for emergency services, including ambulance and fire services, is disruptive to quiet residential enjoyment. There is additionally an impact on the neighboring population associated with shelter clients who are removed from the shelter, or who are denied access due to limited capacity or other reasons.

44. The City's Safety and Security Committee's analysis has focussed on the Compass Court site as the appropriate means of satisfying the community's shelter needs, together with other smaller, 8-12 person shelters that will be more manageable and present fewer civic issues than the Subject Property. The Compass Court site is a large one that is more appropriate for shelter services than the Subject Property, because of its proximity to transit services and the hospital, and the absence of residential property in close proximity. While the Compass Court site requires refurbishment and other financial investment in order to bring it up to contemporary standards for shelter space, only BC Housing feasibly has the resources to bring that about. Even so, in the short-term, there are opportunities for the site's use by way of portable structures.

Based on our discussions to date, BC Housing has not been supportive of these potential solutions.

45. The objective of City officials is an eventual end to the current non-compliant use, through the orderly decampment of the shelter, not its immediate closure. That could occur as a result of ordinary attrition over time, as users of the shelter find other housing opportunities, including living with a spouse, family member, or others, combined with increased capacity at Compass Court and other smaller sites.

AFFIRMED BEFORE ME at Penticton,  
British Columbia on the 5<sup>th</sup> day of July,  
2021. )  
)  
)  
)  
)  
)  
)  
A commissioner for taking affidavits for )  
British Columbia )

  
\_\_\_\_\_  
BLAKE LAVEN

PATRICK M. DOWLER  
Barrister & Solicitor  
409 Ellis Street, Penticton, BC  
V2A 4M1 (250) 493-6786



THIS IS **EXHIBIT "A"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
www.corporateonline.gov.bc.ca

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

For  
**PENTICTONIA HOLDINGS LTD.**

**Date and Time of Search:** June 28, 2021 01:43 PM Pacific Time  
**Currency Date:** May 17, 2021

### ACTIVE

**Incorporation Number:** BC1185208  
**Name of Company:** PENTICTONIA HOLDINGS LTD.  
**Business Number:** 726720113 BC0001  
**Recognition Date and Time:** Incorporated on November 01, 2018 09:04 AM Pacific Time  
**Last Annual Report Filed:** November 01, 2020  
**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
3200 - 650 WEST GEORGIA STREET  
VANCOUVER BC V6B 4P7  
CANADA

**Delivery Address:**  
3200 - 650 WEST GEORGIA STREET  
VANCOUVER BC V6B 4P7  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
3200 - 650 WEST GEORGIA STREET  
VANCOUVER BC V6B 4P7  
CANADA

**Delivery Address:**  
3200 - 650 WEST GEORGIA STREET  
VANCOUVER BC V6B 4P7  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
Nia, Babak

**Mailing Address:**  
1127 KEITH ROAD  
WEST VANCOUVER BC V7T 1M7  
CANADA

**Delivery Address:**  
1127 KEITH ROAD  
WEST VANCOUVER BC V7T 1M7  
CANADA

### OFFICER INFORMATION AS AT November 01, 2020

**Last Name, First Name, Middle Name:**

Nia, Babak

**Office(s) Held:** (President, Secretary)**Mailing Address:**1127 KEITH ROAD  
WEST VANCOUVER BC V7T 1M7  
CANADA**Delivery Address:**1127 KEITH ROAD  
WEST VANCOUVER BC V7T 1M7  
CANADA

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THIS IS **EXHIBIT "B"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line extending to the right.

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A Commissioner/Notary Public for the  
Province of British Columbia.

## The Corporation of the City of Penticton

# Zoning Bylaw

## No. 2017-08

Consolidated for convenience only

<b>Amended by:</b>	<b>On:</b>		
Bylaw No. 2017-04	March 21, 2017	Bylaw No. 2017-45	August 1, 2017
Bylaw No. 2017-09	March 21, 2017	Bylaw No. 2017-50	November 21, 2017
Bylaw No. 2017-11	March 21, 2017	Bylaw No. 2017-53	December 5, 2017
Bylaw No. 2017-14	April 18, 2017	Bylaw No. 2017-55	September 19, 2017
Bylaw No. 2017-19	April 4, 2017	Bylaw No. 2017-56	September 5, 2017
Bylaw No. 2017-22	April 18, 2017	Bylaw No. 2017-58	October 3, 2017
Bylaw No. 2017-23	April 18, 2017	Bylaw No. 2017-63	October 3, 2017
Bylaw No. 2017-21	May 23, 2017	Bylaw No. 2017-64	October 17, 2017
Bylaw No. 2017-07	May 23, 2017	Bylaw No. 2017-65	December 5, 2017
Bylaw No. 2017-27	May 23, 2017	Bylaw No. 2017-71	November 7, 2017
Bylaw No. 2017-34	May 23, 2017	Bylaw No. 2017-72	November 7, 2017
Bylaw No. 2017-33	June 6, 2017	Bylaw No. 2017-73	November 21, 2017
Bylaw No. 2017-35	June 6, 2017	Bylaw No. 2017-76	December 5, 2017
Bylaw No. 2017-37	August 1, 2017	Bylaw No. 2017-78	December 19, 2017
Bylaw No. 2017-38	July 18, 2017	Bylaw No. 2017-67	August 7, 2018
Bylaw No. 2017-40	July 4, 2017		
Bylaw No. 2017-42	July 18, 2017		
Bylaw No. 2017-43	September 5, 2017		

See over for more...

*This is a consolidated bylaw prepared by the Corporation of the City of Penticton for convenience only. The city does not warrant that the information contained in this consolidation is current. It is the responsibility of the person using this consolidation to ensure that it accurately reflects current bylaw provisions.*

**Amended by:**

Bylaw No. 2018-02  
 Bylaw No. 2018-03  
 Bylaw No. 2018-13  
 Bylaw No. 2018-14  
 Bylaw No. 2018-18  
 Bylaw No. 2018-22  
 Bylaw No. 2018-23  
 Bylaw No. 2018-26  
 Bylaw No. 2018-27  
 Bylaw No. 2018-30  
 Bylaw No. 2018-36  
 Bylaw No. 2018-39  
 Bylaw No. 2018-40  
 Bylaw No. 2018-45  
 Bylaw No. 2018-47  
 Bylaw No. 2018-50  
 Bylaw No. 2018-53  
 Bylaw No. 2018-55  
 Bylaw No. 2018-49  
 Bylaw No. 2018-04  
 Bylaw No. 2018-44  
 Bylaw No. 2018-70  
 Bylaw No. 2018-61  
 Bylaw No. 2018-71  
 Bylaw No. 2017-70  
 Bylaw No. 2018-06  
 Bylaw No. 2018-46  
 Bylaw No. 2018-61  
 Bylaw No. 2018-65  
 Bylaw No. 2018-69  
 Bylaw No. 2018-79  
 Bylaw No. 2018-64  
 Bylaw No. 2018-66

**On:**

July 3, 2018  
 February 20, 2018  
 March 20, 2018  
 April 3, 2018  
 May 8, 2018  
 May 8, 2018  
 May 22, 2018  
 August 7, 2018  
 May 22, 2018  
 May 22, 2018  
 July 3, 2018  
 July 3, 2018  
 June 5, 2018  
 June 19, 2018  
 July 3, 2018  
 August 7, 2018  
 August 7, 2018  
 August 21, 2018  
 September 4, 2018  
 September 18, 2018  
 September 18, 2018  
 October 2, 2018  
 October 30, 2018  
 October 30, 2018  
 October 30, 2018  
 October 30, 2018  
 October 30, 2018  
 October 30, 2018  
 October 30, 2018  
 December 4, 2018  
 December 18, 2018  
 January 22, 2019

Bylaw No. 2019-02  
 Bylaw No. 2018-78  
 Bylaw No. 2019-07  
 Bylaw No. 2019-05  
 Bylaw No. 2018-76  
 Bylaw No. 2018-77  
 Bylaw No. 2019-14  
 Bylaw No. 2018-81  
 Bylaw No. 2019-15  
 Bylaw No. 2019-16  
 Bylaw No. 2018-24  
 Bylaw No. 2019-03  
 Bylaw No. 2019-12  
 Bylaw No. 2019-17  
 Bylaw No. 2019-01  
 Bylaw No. 2019-33  
 Bylaw No. 2019-24  
 Bylaw No. 2019-36  
 Bylaw No. 2019-38  
 Bylaw No. 2019-25  
 Bylaw No. 2019-39  
 Bylaw No. 2019-29  
 Bylaw No. 2019-44  
 Bylaw No. 2020-02

February 5, 2019  
 February 19, 2019  
 March 5, 2019  
 March 19, 2019  
 April 2, 2019  
 April 2, 2019  
 May 7, 2019  
 May 21, 2019  
 May 21, 2019  
 June 4, 2019  
 June 18, 2019  
 June 18, 2019  
 June 18, 2019  
 June 18, 2019  
 August 6, 2019  
 September 3, 2019  
 September 17, 2019  
 October 15, 2019  
 November 5, 2019  
 November 19, 2019  
 November 19, 2019  
 December 3, 2019  
 December 17, 2019  
 February 4, 2020

**The Corporation of the City of Penticton**

**Bylaw No. 2017-08**

A Bylaw to establish zones and regulate within the zones

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WHEREAS Section 479 of the *Local Government Act* provides that a local government may adopt a Zoning Bylaw;

AND WHEREAS the Municipal Council is desirous of replacing the City of Penticton Zoning Bylaw No. 2011-23;

AND WHEREAS this bylaw has been considered in conjunction with The City of Penticton Official Community Plan Bylaw No. 2002-20;

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

**1. Title:**

This Bylaw may be cited for all purposes as "Zoning Bylaw No. 2017-08".

**2. Application:**

The following schedules attached hereto are hereby made part of this bylaw and adopted as the Zoning Bylaw for the City of Penticton:

- .1 Schedule A (Zoning Bylaw Text)
- .2 Schedule B (Zoning Bylaw Map)

**3. Consultation:**

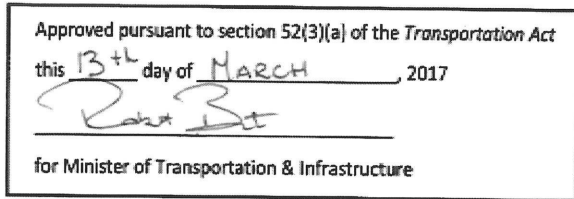
This bylaw has been referred to the Development Services Advisory Committee and the Ministry of Transportation prior to adoption.

**4. Repeal:**

"City of Penticton Zoning Bylaw No.2011-23" and the amendments thereto are hereby repealed upon the coming into force and effect of this Bylaw.

READ A FIRST time this	21	day of	February, 2017
A PUBLIC HEARING was held this	7	day of	March, 2017
READ A SECOND time AS AMENDED this	7	day of	March, 2017
READ A THIRD time this	7	day of	March, 2017
RECEIVED the approval of the Ministry of Transportation on the	13	day of	March, 2017
ADOPTED this	21	day of	March, 2017

Notice of intention to proceed with this bylaw was published on the 24 day of February, 2017 and the 1 day of March, 2017 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.



*Original signed by*

---

Andrew Jakubeit, Mayor

*Original signed by*

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Dana Schmidt, Corporate Officer



**Schedule A – Zoning Bylaw Text  
TABLE OF CONTENTS**

<b>Chapter 1 – General Administration.....</b>	<b>1-1</b>
1.1 Short Title.....	1-1
1.2 Purpose.....	1-1
1.3 Severability.....	1-1
1.4 Compliance with Other Legislation.....	1-1
1.5 Applying Zoning Regulations.....	1-1
1.6 Exclusions .....	1-1
1.7 Development Application in Process .....	1-2
1.8 Enforcement .....	1-2
1.9 Prohibitions.....	1-2
1.10 Penalties .....	1-2
<b>Chapter 2 - Interpretation .....</b>	<b>2-1</b>
2.1 Interpretation of Words and Terms .....	2-1
2.2 Illustrations.....	2-1
2.3 References to Legislation .....	2-1
2.4 Zone Boundaries .....	2-1
2.5 Street Closings .....	2-2
2.6 Schedules.....	2-2
2.7 Lots Containing More than One Zone.....	2-2
<b>Chapter 3 - Definitions .....</b>	<b>3-1</b>
3.1 Undefined Uses.....	3-1
3.2 Definitions .....	3-1
<b>Chapter 4 - General Development Regulations.....</b>	<b>4-1</b>
4.1 Applicability of General Development Regulations.....	4-1
4.2 Accessory Buildings, Structures, Garages and Carports.....	4-1
4.3 Corner Visibility Triangle .....	4-1
4.4 Height and Grade.....	4-2
4.5 Airport Regulations .....	4-2
4.6 Highway Setbacks and Future Road Right-of-Way.....	4-2
4.7 Swimming Pools and Hot Tubs.....	4-2
4.8 Temporary Uses and Buildings.....	4-2
4.9 Yards and Projections.....	4-3
4.10 Refuse and Recycling Bins.....	4-4
4.11 Drive-through Facilities .....	4-5
4.12 Uses Permitted in All Zones .....	4-5
<b>Chapter 5 – Landscaping and Screening .....</b>	<b>5-1</b>
5.1 General Landscaping Requirements.....	5-1
5.2 Turf Limitations.....	5-1
5.3 Landscape Buffers Separating Uses .....	5-1
5.4 Tree Requirement and Protection .....	5-2
5.5 Screening of Utility Kiosks, Dumpsters and Containers.....	5-2
5.6 Fences and Retaining Walls.....	5-3
<b>Chapter 6 – Parking and Loading .....</b>	<b>6-1</b>
6.1 Off-Street Vehicle Parking.....	6-1
6.2 Off-Street Loading Spaces .....	6-5

6.3	Development Standards for Parking and Loading Areas .....	6-5
6.4	Off-Street Bicycle Parking.....	6-6
6.5	Parking Requirements.....	6-7
<b>Chapter 7 - Specific Use Regulations.....</b>		<b>7-1</b>
7.1	Applicability of Specific Use Regulations .....	7-1
7.2	Bed and Breakfast Home .....	7-1
7.3	Minor Home Occupation.....	7-1
7.4	Major Home Occupation .....	7-2
7.5	Rural Home Occupation .....	7-2
7.6	Vacation Rentals.....	7-2
7.7	Urban Hens.....	7-3
7.8	Live Work Units .....	7-3
7.9	Cannabis Dispensary.....	7-4
<b>Chapter 8 - Accessory Suites Regulations .....</b>		<b>8-1</b>
8.1	Secondary Suite .....	8-1
8.2	Carriage Houses.....	8-1
8.3	Duplex Suite.....	8-3
8.4	Flex Units.....	8-3
8.5	Security Operator Dwelling Units .....	8-3
<b>Chapter 9 – Rural Zones .....</b>		<b>9-1</b>
9.1	FG - Forestry and Grazing.....	9-1
9.2	A – Agriculture .....	9-2
9.3	RC – Country Residential Housing .....	9-6
<b>Chapter 10 – Urban Residential Zones.....</b>		<b>10-1</b>
10.1	R1 – Large Lot Residential .....	10-1
10.2	R2 – Small Lot Residential .....	10-3
10.3	R3 – Small Lot Residential: Lane .....	10-5
10.4	RSM – Mobile Home Park Housing .....	10-6
10.5	RD1 – Duplex Housing .....	10-7
10.6	RD2 – Duplex Housing: Lane.....	10-8
10.7	RM1 – Bareland Strata Housing .....	10-10
10.8	RM2 – Low Density Multiple Housing.....	10-11
10.9	RM3 – Medium Density Multiple Housing .....	10-15
10.10	RM4 – High Density Multiple Housing .....	10-15
10.11	RM5 - Urban Residential .....	10-16
10.12	RD3 - Residential Infill.....	10-17
<b>Chapter 11 – Commercial Zones.....</b>		<b>11-1</b>
11.1	C1 –Commercial Transition .....	11-1
11.2	C2 – Neighbourhood Commercial .....	11-2
11.3	C3 – Mixed Use Commercial .....	11-3
11.4	C4 –General Commercial.....	11-5
11.5	C5 – Urban Centre Commercial .....	11-7
11.6	C6 – Urban Peripheral Commercial .....	11-10
11.7	C7 – Service Commercial.....	11-12
11.8	C8 – Vehicle Service Station .....	11-15
11.9	C9 - Marina Way Commercial.....	11-16
11.10	CT1 – Tourist Commercial .....	11-18
11.11	CT2 – Campground Commercial .....	11-20

11.12	CT3 – Hotel Resort .....	11-21
<b>Chapter 12 – Industrial Zones .....</b>		<b>12-1</b>
12.1	M1 –General Industrial .....	12-1
12.2	M2 – Heavy Industrial .....	12-3
12.3	M3 –Wrecking Yard .....	12-5
<b>Chapter 13 – Public Assembly &amp; Recreation Zones .....</b>		<b>13-1</b>
13.1	P1 –Public Assembly .....	13-1
13.2	P2 – Parks and Recreation .....	13-2
13.3	P3– Major Utilities .....	13-3
<b>Chapter 14 - Comprehensive Development .....</b>		<b>14-1</b>
14.1	CD1 – Comprehensive Development (400 Martin Street).....	14-1
14.2	CD2 – Comprehensive Development (270 Riverside Drive).....	14-2
14.3	CD3 – Comprehensive Development (2784 Skaha Lake Road).....	14-4
14.4	CD4 – Comprehensive Development (249 Westminster Ave. W.) .....	14-7
14.5	CD5 – Comprehensive Development (3388 Skaha Lake Road).....	14-9
14.6	CD6 – Comprehensive Development (962 Churchill Avenue) .....	14-911

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## Chapter 1 – General Administration

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### 1.1 Short Title

This Bylaw may be cited as the Zoning Bylaw.

### 1.2 Purpose

The purpose of this Bylaw is to provide a clear and efficient system of land use regulation for the orderly, economic, beneficial, equitable and environmentally sensitive use, development, and redevelopment of the City of Penticton having regard for the provisions of the City of Penticton's *Official Community Plan*.

### 1.3 Severability

A declaration by a court of competent jurisdiction that a chapter, clause or provision of this Bylaw, including anything shown on Schedules to the Bylaw is invalid, shall not affect the validity of the Bylaw or any part of the Bylaw other than the chapter, clause or provision, or part of the Schedule declared to be invalid.

### 1.4 Compliance with Other Legislation

#### 1.4.1 Other Municipal Bylaws, Provincial and Federal Statutes and Regulations

In addition to this Bylaw, a person is responsible for ascertaining and complying with the requirements of all other applicable municipal bylaws, or Provincial or Federal statutes and regulations.

#### 1.4.2 Official Community Plan and Development Permits

The provisions of the development permit system included within the *Official Community Plan* apply in addition to the regulations in this Bylaw.

### 1.5 Applying Zoning Regulations

#### 1.5.1 Administrators of Zoning Bylaw

The *Director of Development Services*, Building Inspectors, Bylaw Enforcement Officers, and Planning Department staff shall administer this Bylaw.

#### 1.5.2 Areas Subject to the Bylaw, Existing Uses and Variance Orders

Except for legal non-conforming uses or developments approved by a development variance permit or a Board of Variance order, or another agreement or permit as authorized by the *Local Government Act*, or other provincial legislation and subject to Section 528 of the *Local Government Act*, the *use, buildings and structures* in each *zone* or area shall be in accordance with the *uses* listed in the *zone* and in accordance with all the appropriate regulations and requirements of this Bylaw.

### 1.6 Exclusions

This Bylaw does not apply to the following:

- 1.6.1 **Mobile vending units**, subject to compliance with all **City** regulations and bylaws, shall be permitted on all **City** owned land. **Mobile vending units** are permitted on privately owned land in **commercial zones**.
- 1.6.2 A **building** or **structure** for a **residential sales centre** for the sales of units of a **building** under construction or lots for sale in a subdivision shall be permitted in all **zones** for as long as it is necessary for the construction and sales in progress to be completed.
- 1.6.3 The **use** of **non-residential zones** for activities such as amusement **carnivals**, religious gatherings, and music festivals for less than 7 days in any six-month period, provided approval has been issued under the City's Business Licence and Permit requirements.

### 1.7 **Development Applications in Process**

- 1.7.1 A completed application for a **building** permit, Development Permit or Development Variance Permit that is received prior to the effective date of this Bylaw shall be processed in accordance with the regulations of City of Penticton's Zoning Bylaw No. 2011-23, as amended. Such applications will have one year from the effective date of this Bylaw to be issued and after which time they must comply with this Bylaw.

### 1.8 **Enforcement**

- 1.8.1 The **Director of Development Services**, Building inspectors and Bylaw Enforcement Officers and Planning Department staff are authorized to enforce the provisions of this bylaw.
- 1.8.2 No person shall interfere with or obstruct the entry of a Bylaw Enforcement Officer or any authorized **City** representative onto any land or into any **building** to which entry is made or attempted pursuant to the provisions of this Bylaw.

### 1.9 **Prohibitions**

- 1.9.1 No person shall contravene, cause, suffer, or permit a contravention of this Bylaw.
- 1.9.2 No person shall commence or undertake a **use** that is not permitted by this Bylaw.
- 1.9.3 No person shall **construct**, make an addition to, or alter a **building** or **structure**, which is not permitted by this Bylaw.
- 1.9.4 No person shall modify any description, specifications, or plans that were the basis for the issuance of any permit by the **Director of Development Services** or by a **Building** Inspector.
- 1.9.5 No person shall authorize or do any construction that is at variance with the description, specifications or plans that were the basis for the issuance of a **building** permit if such variance contravenes this Bylaw.

### 1.10 **Penalties**

- 1.10.1 Every person who violates a provision of this Bylaw commits an offence and is liable on summary conviction to a penalty not exceeding Ten Thousand Dollars (\$10,000.00) and the costs of prosecution.
- 1.10.2 Each day a violation of the provisions of this Bylaw exists or is permitted to exist shall constitute a separate offence.

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## Chapter 2 - Interpretation

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### 2.1 *Interpretation of Words and Terms*

- 2.1.1** Words used in the present tense include the other tenses and derivative forms; words used in the singular include the plural and vice versa.
- 2.1.2** The words "shall" and "is" require mandatory compliance except where a variance has been granted pursuant to the *Local Government Act*.
- 2.1.3** The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".
- 2.1.4** Words, phrases, and terms neither defined in Chapter 3 – Definitions nor in the *Local Government Act* or other provincial statutes shall be given their usual and customary meaning.
- 2.1.5** Where a regulation involves two (2) or more conditions, provisions, or events connected by the conjunction:
- .1 "and" means all the connected items shall apply in combination;
  - .2 "or" indicates that the connected items may apply singly or in combination; and
  - .3 "either-or" indicates the items shall apply singly but not in combination.
- 2.1.6** Where a term or phrase is shown in bold type, it is subject to interpretation using the definitions contained within Chapter 3 – Definitions.

### 2.2 *Illustrations*

Examples and illustrations are for the purposes of clarification and convenience. Where there is a direct conflict between an illustration and the text of this bylaw, the text shall prevail.

### 2.3 *References to Legislation*

Any enactments referred to herein are a reference to an enactment of British Columbia law and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to herein is a reference to an enactment of the **Council** of the **City** of Penticton, as amended, revised, consolidated or replaced from time to time.

### 2.4 *Zone Boundaries*

The **zone** boundaries on the Zoning Map shall be interpreted as follows:

- 2.4.1** Where a **zone** boundary follows a **street, lane**, railway, pipeline, power line, utility right-of-way, or easement, it follows the centreline, unless otherwise clearly indicated on the Zoning Map.
- 2.4.2** Where a **zone** boundary is shown as approximately following the **City** boundary, it follows the **City** boundary.

- 2.4.3 Where a **zone** boundary is shown as approximately following the edge, shoreline, or high water mark of a river, lake, or other water body, it follows that line.
- 2.4.4 Where a **zone** boundary is shown as approximately following a **property line**, it follows the **property line**;
- 2.4.5 Where a **zone** boundary is shown as approximately following a topographic contour line or a top-of-bank line, it follows that line.
- 2.4.6 Where a **zone** boundary is shown as being generally parallel to or as an extension of any of the features listed above, it shall be so.

## 2.5 ***Street Closings***

When any **street** or **lane** is closed or the dedication has been removed in accordance with Section 40 of the *Community Charter*, the roadway lands have the same zoning as the **abutting** land. When **abutting** lands are governed by different **zones**, the centre of roadway is the **zone** boundary unless the **zone** boundary is shown clearly following the edge of the roadway.

## 2.6 ***Schedules***

The Schedules attached to this Bylaw form part of this Bylaw.

## 2.7 ***Lots Containing More than One Zone***

- 2.7.1 Where a **lot** is divided into more than one **zone**, each zoned portion of the **lot** shall be considered as a separate **lot** for the purpose of determining **zone** provisions.
- 2.7.2 For the purpose of determining **interior side yard setbacks** for each zoned portion of the lot, the **zone** boundary separating **uses** on the same legal **lot** shall be considered to be the **interior side yard** line for the **abutting uses**.

## Chapter 3 - Definitions

### 3.1 Undefined Uses

**3.1.1** The following guidelines shall be applied in interpreting the *use* definitions:

- .1 Typical *uses* listed in the definitions as examples are not intended to be exclusive or restrictive; and
- .2 Where a specific *use* does not conform to the wording of any *use* definition or generally conforms to the wording of two (2) or more definitions, the *use* is deemed to conform to and is included in that *use* which is most similar in functional purpose or physical characteristics.

### 3.2 Definitions

#### A

**ABUT** or **ABUTTING** means immediately contiguous to, or physically touching, and when used with respect to *lots*, means two (2) *lots* that share a common *property line*.

**ACCESSORY BUILDING** or **STRUCTURE** means a *building* or *structure*, normally ancillary to, incidental, subordinate to and dedicated exclusively to, and located on the same *lot* as, the main *building* or *structure*. Typical *accessory structures* include but are not limited to *garages*, garden sheds, antennae, propane tanks, satellite dishes receivers, and flagpoles.

**ACCESSORY SUITE** means a self-contained *dwelling unit* located within a *dwelling unit* or an *accessory building*.

**ACCESSORY USE** means a *use* which is normally ancillary to, incidental to subordinate to, dedicated exclusively to and located on the same *lot* as the *permitted use*. Parking may be an *accessory use* when it serves the *permitted use*. *Accessory uses* include recreational *amenities* in residential developments that are devoted to the exclusive *use* of residents living on the same site.

**ADJACENT** means land that *abuts* and is contiguous to a *lot*, and also includes land that would be contiguous if not for a *street, lane, walkway*, stream, utility *lot*, underground pipeline, power line, drainage ditch, *watercourse*, or similar feature.

**AGRICULTURAL FARM HELP DWELLING** means any residence on an agricultural zoned property that is used to house full-time permanent or seasonal farm workers employed on the same site as the agricultural operation only. This may include but is not limited to single detached houses, *mobile homes*, or bunkhouses.

**AGRICULTURAL STRUCTURE** means a *building* or *structure* used for agriculture or *intensive impact agriculture*, and may include irrigation works.

**AGRICULTURAL USE** means the primary production of *farm* products such as dairy products, poultry products, cattle, hogs, sheep or other animals, wheat or other grains, and vegetables, orchards,



vineyards or other field crops, and any other activity designated as ***farm use*** by the Agricultural Land Commission *Act*, and its regulations, and farm operations as defined in the *Farm Practices Protection (Right to Farm) Act*. This ***use*** may include the processing and marketing of on-farm products and those off-farm products permitted by the Agricultural Land Commission (ALC) as well as a ***winery***.

***AGRI-TOURISM ACCOMMODATION*** means the provision of short term sleeping accommodations for tourists, on a property classified as ***farm*** under the BC Assessment Act, up to a maximum of 10 sleeping units. Typical uses include but are not limited to ***farm*** inns, seasonal farm cabins, campsites/recreational vehicle sites.

***AIRPORT*** means any area designed, prepared, equipped or set aside for the arrival, departure, movement or servicing of aircraft, and includes any associated ***buildings***, installations, ***open space***, and equipment in connection therewith. This includes ancillary services including but not limited to gift shops, car rentals, ***restaurants*** and ***personal service establishment uses***. It may include temporary residential ***uses*** for emergency personnel.

***AMENITY SPACE*** means a useable ***open space*** area exclusive of required ***front yard building setbacks*** and parking areas (common or individual) which is developed for the recreational ***use*** of the residents of a residential ***dwelling unit***, and may include ***balconies***, ***patios***, ***decks*** and level landscaped recreation areas.

***ANIMAL CLINIC*** means those premises where domestic pets, 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, but does not include an ***animal shelter***.

***ANIMAL KENNELS AND STABLE*** means premises used for the buying, selling, breeding or overnight boarding of animals including individual dogs, cats, horses, and other domesticated animals but excluding livestock other than horses.

***ANIMAL SHELTER*** means a ***lot*** and/or ***building*** or part thereof, used for the temporary care of lost, abandoned or neglected animals.

***APARTMENT*** means a residential ***building*** consisting of three (3) or more ***dwelling units*** on a ***lot***, where each ***dwelling unit*** has its principal access from a common entrance or hallway. Ground level ***dwelling units*** may have the principal access from a common entrance or hallway or may have direct ground level access to the outside.

***APPROVED GRADE*** (see ***GRADE, APPROVED***)

***ARTISAN CRAFTS*** means the production and retail sale of crafts. Typical ***uses*** include but are not limited to pottery, wood crafts, metal crafts, textile crafts, glass crafts, custom stone crafts or native crafts; this may also include art, audio visual or a photographic studio.

***ASSEMBLY*** means a ***building*** wherein people assemble for public, non-profit, fraternal, ***business***, private group or religious purposes. Typical ***uses*** include but are not limited to conference and convention facilities, social clubs, non-profit organizations and churches. ***Uses*** may include rooms for eating, drinking and general ***assembly*** and may hold a Liquor Primary License.

**AWNING** means a retractable or non-retractable covering of non-rigid materials such as canvas or similar fabric projecting from the exterior wall of a **building**.

## B

**BACHELOR DWELLING UNIT** means a **dwelling unit** in which the sleeping and living areas are combined and which is not capable of containing a separate bedroom or bedrooms.

**BALCONY** means an unenclosed platform, attached to and projecting from the face of a **building** with or without a supporting **structure** above the **first storey**, normally surrounded by a railing and used as an outdoor porch or sun-deck with access only from within the **building**.

**BAKERY** means any **building** or structure or part of a **building** or structure where bread, biscuits, ice cream cones, cakes, pies, buns, or any other **bakery** product of which flour or meal is the principal ingredient, are manufactured for sale and/or consumption on or off premises

**BARELAND STRATA LOT** (see **LOT, BARELAND STRATA**)

**BASEMENT** means a **storey** or **storeys** of a **building** located below the **first storey**, that is 1.8m or greater in height, but shall not include a **cellar**.

**BED AND BREAKFAST HOME** means the **use** of a residence in which temporary overnight accommodation and breakfast is provided to tourists.

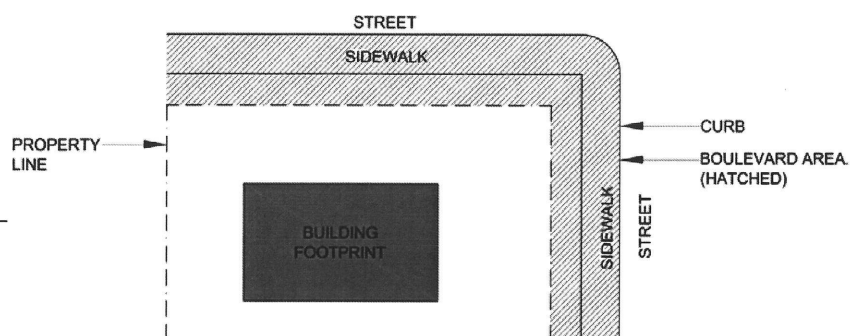
**BED AND BREAKFAST INN** means the **use** of a **building** containing **dwelling units** within which not more than 10 sleeping units may be rented for the temporary accommodation of the travelling public and where the room rate may include meals served on the premises.

**BICYCLE PARKING, CLASS I** means bicycle **parking spaces** that are provided for residents, students, or employees of a **permitted use**. It is intended for the long term secure parking of bicycles and includes bicycle lockers, compounds or rooms specifically provided and equipped for bicycle storage, and individual **garages** or **carports** for each **dwelling unit**.

**BICYCLE PARKING, CLASS II** means bicycle **parking spaces** that are provided for patrons or visitors of a **permitted use**. It is intended for the short term parking of bicycles and includes racks, lockers, or other structurally sound devices designed to secure one (1) or more bicycles in an orderly fashion located at **street** level or grade.

**BOARDER** means a non-family member who is a lodger, roomer, or person who pays for and takes regular lodging, with or without meals.

**BOARDING HOUSE** means a **building** in which the **owner** or manager supplies accommodation and/or **sleeping unit** accommodation for remuneration. It may or may not include meal service. It includes lodges for senior citizens but does not include hotels, motels, temporary shelter services, **congregate housing**, or **bed and breakfast homes**.



**BOULEVARD AREA** means the area between the edge of an asphalt *street* and a property line.

**BUILDING** means a temporary or permanent *structure* having a roof supported by columns or walls for the shelter or enclosure of persons, animals, materials, chattels and/or equipment.

**BUILDING AND GARDEN SUPPLY** means the retail sale or wholesale of *building* material, fixtures, or hardware, garden furniture, construction and home improvement equipment or supplies, animal feed, farm supplies, and includes a lumber yard, *building* supply outlet, home improvement centre, and may include accessory rental of home construction, maintenance or repair equipment.

**BUILDING ENVELOPE** means that area of the *lot* that may be used for the footprint of a possible *building* or *structure* after *yard* requirements have been accounted for. The *building envelope* may be further restricted by other regulations such as *lot coverage* or *amenity space* requirements.

**BUILDING FACE OR FACADE** means that portion of any exterior elevation of a *building* exposed to public view extending from the *building grade* to the soffit or the top of the *parapet wall* and the entire length of the *building* elevation.

**BUILDING FOOTPRINT** means the area of a lot that is surrounded by the exterior walls of a *building* and in the absence of walls the area under the horizontal projection of a roof, *deck* or *balcony* over 0.6m in height.

**BUILDING FRONTAGE** means the measurement of the length of a *building* wall which directly faces a *street*.

**BUILDING GRADE** means the lowest of the average levels of finished ground adjoining each exterior wall of a *building*, excluding localized depressions.

**BUSINESS** means an establishment for carrying on a commercial or industrial undertaking of any kind or nature, or the providing of professional, personal, or other service for gain or profit. This includes a *Home Occupation*.

**BUSINESS SUPPORT SERVICE** means a *use* providing support services to a *business*. Typical *uses* include but are not limited to minor equipment for printing, duplicating, binding or photographic processing, *office* maintenance or custodial services, *office* security, *office* equipment sales, and rentals, testing laboratories, locksmiths, sign shops and other similar *uses*.

## C

**CALL CENTRE** means a *building* or a portion of a *building* in which workers provide support services to offsite customers primarily via telephone interactions. Services to customers are not typically available on a walk-in or over-the-counter basis. *Call centres* are distinct from *office* uses on the bases of multiple-shift operations.

**CALIPER** means the trunk diameter of a tree measured at a point 300 mm above the top of the root ball.

**CAMPGROUND** means land which has been planned and improved for the seasonal short term *use* of holiday trailers, motor homes, tents, campers and similar *recreational vehicles*, for a period not to exceed 240 days in one (1) year, and is not used as year round storage or accommodation for residential *use*. Typical *uses* include but are not limited to *tourist* trailer parks, campsites, and tenting grounds.

**CANOPY** means a covering of rigid material or a marquee which projects from the wall of a *building*. It does not include an *awning*, projecting roof, roof eaves, or enclosed *structure*.

**CANNABIS RETAIL STORE** means a business selling cannabis products through a storefront with a 'cannabis retail store' license issued from the BC Liquor and Cannabis Regulation Branch. (2018-66)

**CARRIAGE HOUSE** means a second dwelling unit located on a residential lot with an existing *single detached dwelling*. A *carriage house* may be a purpose-built structure, or a renovated *garage* or accessory *building*.

**CARNIVALS** means a temporary *use* providing a variety of shows, games and amusement rides in which the patrons take part, for a period of less than 30 days.

**CARPORT** means a roofed *structure* with less than 60% of the perimeter enclosed, used by the building occupants to shelter parked vehicles. It can be either free standing or attached to the *principal building*, but cannot be enclosed on the front.

**CELLAR** means that portion of a *building* between two (2) or more floor levels that is completely underground. A *cellar* does not include a *walkout basement*.

**CEMETERY** means those areas of land that are set aside for the burial of human remains.

**CITY** means the *City* of Penticton.

**CLEARANCE** means the unobstructed vertical distance between the *building grade* or finished floor and the underside of a *canopy*, *awning*, ceiling, or *structure*.

**CLUSTER HOUSING** means a grouping of three or more attached or detached *dwelling units* on a single parcel with common amenity areas.

**COMMERCIAL SCHOOL** means a specialty school facility used for training, instruction, and certification in a specific trade, skill, or service for the financial gain of the individual or company owning the school. Typical *uses* include but are not limited to secretarial, *business*, hairdressing, automotive and construction trades, dancing, art, martial arts or music schools.

**COMMUNITY GARDEN** means the use of land for cultivating or growing plants. The garden must be operated by a registered organization such as a community association, strata corporation or non-profit group.

**CONCRETE MIXING PLANT** means the processing, manufacturing, recycling, and sales of concrete and/or the accessory manufacturing and sales of products made from concrete.

**CONGREGATE HOUSING** means a residential development in the form of multiple sleeping or *dwelling units* where residents are provided with common living facilities, meal preparation, laundry services and room cleaning. *Congregate housing* may also include other services such as personal services, transportation for routine medical appointments and counselling for the residents of the facility.

**CONTRACTOR SERVICES, AGRICULTURAL** means development used for the provision of off-site agricultural services, such as vineyard maintenance, *farm* labour, agricultural earthworks and includes the storage and warehousing of materials and equipment used for agricultural purposes.

**CONTRACTOR SERVICES, GENERAL** means development used for the provision of *building* and road construction services including *landscaping*, concrete, electrical, excavation, drilling, heating and plumbing or similar services of a construction nature which require on-site *storage and warehouse* space. Any sales, display, *office* or technical support service areas shall only be permitted as an *accessory use*.

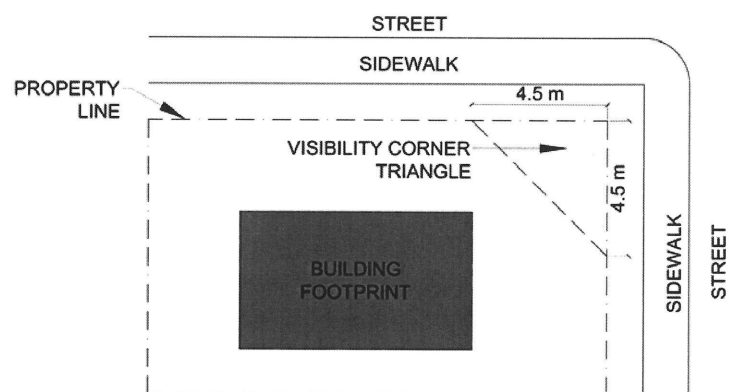
**CONTRACTOR SERVICES, LIMITED** means development used for the provision of electrical, plumbing, heating, painting and similar contractor services and the accessory sale of goods normally associated with the contractor services where all materials are kept within an enclosed *building*, and there are no accessory manufacturing activities.

**CONVENIENCE STORE** means the retail sale of those goods required by area residents or employees on a day to day basis, from *business* premises which do not exceed 250m<sup>2</sup> in *gross floor area*. Typical *uses* include but are not limited to small food stores selling confectionery, tobacco, groceries, beverages, pharmaceutical and personal care items, printed matter, or the rental of videos. This use does not include the sale of alcoholic beverages.

**CO-OPERATIVE VEHICLE** means an automobile, van, or pick-up truck, owned and operated by an organization that permits scheduled, temporary *use* of the *vehicle* by its members.

**CORNER LOT** (see LOT, CORNER)

**CORNER VISIBILITY TRIANGLE** means the triangular space formed by the *street* lines of a *corner lot* and a line drawn from a point in one (1) *street* line to a point in the other *street* line, each such point being 4.5 m from the point of intersection of the *street* lines (measured along the *street* lines).



**COUNCIL** means the Municipal *Council* of the *City* of Penticton.

**CRAFT BREWERY/DISTILLERY** means a *building* used for production of alcoholic beverages, with a maximum *gross floor area* of 1,000m<sup>2</sup>. The use must also include a retail component of up to 25% of the total *building gross floor area*.

**CRAWL SPACE** means the space between the underside of the joists of the floor above and the ground floor slab or ground surface where no slab exists, having a vertical clear height of less than 1.8 metres (5.9 feet).

**CSA** means Canadian Standards Association.

**CUSTOM INDOOR MANUFACTURING** means *development* used for small scale on-site indoor production of goods by hand, manufacturing primarily involving the *use* of hand tools. Typical *uses* include but are not limited to jewellery, toy and musical instrument manufacturing, specialty food products, gunsmiths, and pottery and sculpture studios. Any sales, display, or *office* space shall only be permitted as an *accessory use*.

## D

**DAY CARE CENTRE, MAJOR** means a premise that is licensed and regulated by the *Community Care and Assisted Living Act: Child Care Licensing Regulation*, which provides care for more than sixteen (16) children, for not more than thirteen (13) hours per day.

**DAY CARE CENTRE, MINOR** means a premise that is licensed and regulated by the *Community Care and Assisted Living Act: Child Care Licensing Regulation*, which provides care for more than eight (8) but not more than sixteen (16) children, for not more than thirteen (13) hours per day.

**DECK** means a *structure* more than 0.6 m above grade without a roof or walls, except for visual partitions and railings.

**DENSITY** means a measure of the intensity of a *building* or *buildings* to the area of the site, including the number of units on a site measured in units/area, or *floor area ratio*, as the case may be.

**DIRECTOR OF DEVELOPMENT SERVICES** means the person appointed by *City Council* to administer and enforce the provisions of this Bylaw.

**DOUBLE FRONTING LOT** (see *LOT, DOUBLE FRONTING*)

**DUPLEX** means a *building* designed exclusively to accommodate two (2) *households* living independently in separate *dwelling units* above, below, beside each other or back-to-back to each other.

**DUPLEX, BACK-TO-BACK** means a *duplex* dwelling that is configured such that one unit faces the front of the *lot* and the other faces the back of the *lot*. Both units share a common back wall.

**DUPLEX, SIDE-BY-SIDE** means a *duplex* dwelling that shares a common side wall.

**DUPLEX, STACKED** means a *duplex* dwelling that is configured such that one unit is on top of the other.

**DUPLEX SUITE** means a self-contained accessory *dwelling unit* located within a *duplex* which has its own entrance, kitchen, bathroom and living area.

**DWELLING UNIT** means accommodation providing interconnected, free flowing space including bedroom(s), washroom and a **kitchen** intended for domestic **use**, and used or intended to be used permanently for a **household**. A **dwelling unit** includes only one (1) room which, due to its design, plumbing, equipment, and furnishings, may be used primarily as a **kitchen**.

## E

**EDUCATION SERVICE** means a **use** that involves public **assembly** for education, training or instruction purposes, and includes the administration **offices** and maintenance/storage facilities required for the daily operation of the facility on the same site or within the same school district. Typical **uses** include but are not limited to public schools; private elementary and secondary schools; community colleges; universities; and technical and vocational schools, and their administrative **offices**.

**EMERGENCY SHELTER** means a boarding home operated by non-profit society or government agency which provides temporary emergency accommodation, meals and support services for individuals who are in a housing crisis.

**EXTENDED CARE RESIDENCE** means a facility providing room, board, and limited medical treatment for the elderly and infirm including accessory staff residences. Typical uses include but are not limited to nursing homes with health care for dependent residents.

**EXTERIOR SIDE YARD** (see **YARD, EXTERIOR SIDE**)

## F

**FARM** means an area of land classified as a "farm" under the *Assessment Act*, and may be comprised of one (1) or several contiguous or non-contiguous lots owned or operated for the principal purpose of a farm business.

**FARM GARDEN STAND** means an **accessory building or structure** used for retailing agricultural products produced on the **farm**.

**FARM RETAIL SALES** means on-farm retail sale to the public of products grown or raised on a **farm**, and may include the sale of non-farm products in a portion of the retail sales area that does not exceed 50% of the total **farm retail sales** area.

**FARM RETAIL SALES AREA** means the floor area or dedicated outside area on which the **farm retail sales** are taking place and includes areas used for retail purposes indoors and outdoors. It does not include parking, driveways, **office** space, washrooms or areas for processing or product storage.

**FINANCIAL SERVICE** means the provision of financial and investment services by a bank, trust company, investment dealer, credit union, mortgage broker, insurance company or related **business**. Insurance companies that cater to a specific sector of the commercial or industrial **business** community and do not offer personal, financial, investment or insurance services to the general public are not included in this definition.

**FIRST STOREY** (see **STOREY, FIRST**)



**FLANKING STREET** (see **STREET, FLANKING**)

**FLEX UNIT** means a purpose built designated area within a multiple residential **dwelling unit** that may be used as either a small scale commercial space, an additional **dwelling unit** or incorporated into the larger **dwelling unit**.

**FLEET SERVICE** means a collection of **vehicles** for the delivery of people, goods or services, where such **vehicles** are not available for sale or long term lease. Typical **uses** include but are not limited to ambulance services, taxi services, bus lines, storage of a fleet of rental **vehicles**, and messenger and courier services. This does not include moving or cartage firms involving trucks or buses with a gross **vehicle** weight of more than 3,000 kg.

**FLOOR AREA, CARRIAGE HOUSE (CHFA)** means the total floor area in a carriage house, measured from the outside face of the exterior wall. CHFA does not include decks, balconies and covered patios or garages and other enclosed or open parking areas. (**Bylaw No. 2018-71**)

**FLOOR AREA, GROSS (GFA)** means the total floor area of all storeys of all **buildings** or **structures** with a clear ceiling height of 1.8 meters or more, measured from the outside face of the exterior walls. This does not include balconies, decks or patios.

**FLOOR AREA, NET (NFA)** means the total usable floor area in a building and accessory building, measured from the outside face of the exterior walls. NFA does not include the following sub-areas:

- **Garages**, other enclosed or open parking areas
- **balconies, decks** and **patios**
- Garbage or loading rooms
- Floor area devoted exclusively to mechanical or electrical equipment
- **Basements**
- Lofts
- Stairwells and elevator shafts

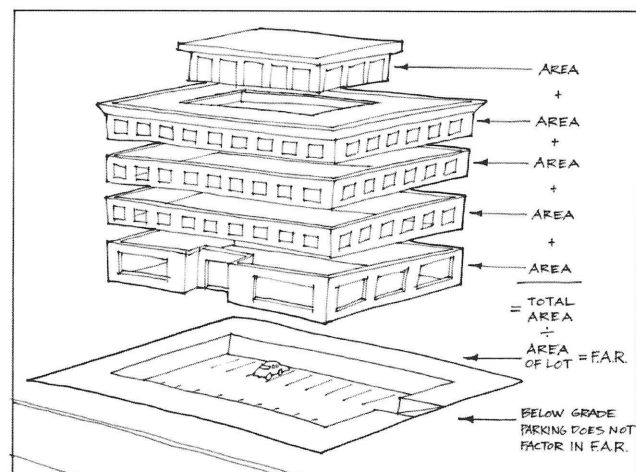
**FLOOR AREA RATIO (FAR)** means the numerical value of the **floor area, net** divided by the area of the **lot**. **Floor area ratio** may be referred to as **FAR** in this Bylaw.

**FORESTRY** means extraction, storage, sorting and grading of primary forest materials. This use does not include **natural resource processing**.

**FOUNDRY** means a factory that produces metal castings.

**FRONT LOT LINE** (see **LOT LINE, FRONT**)

**FRONT YARD** (see **YARD, FRONT**)





**FUNERAL SERVICE** means premises used for the care and preparation of human remains for interment or cremation. The use funeral service may also include holding of bereavement rites and ceremonies and associated retail sales of funeral products as accessory uses. (**Bylaw No. 2019-14**)

## G

**GARAGE** means an *accessory building* or part of a *principal building* designed and used for the shelter or storage of *vehicles* and includes a *carport*. For the purpose of calculating *yard setbacks* and *lot coverage* requirements, an attached *garage* is deemed to be part of the *principal building*.

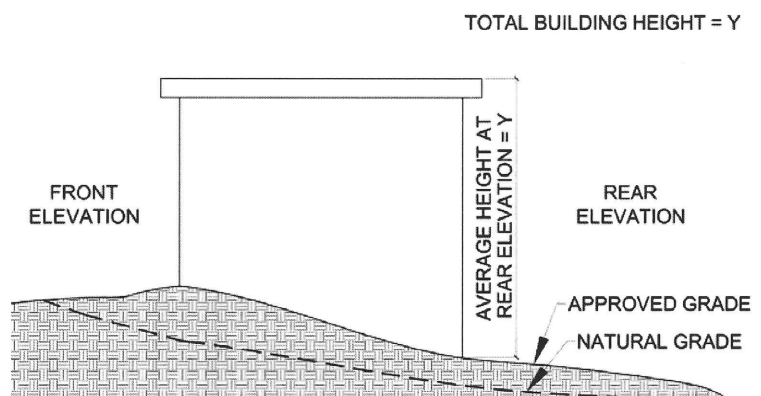
**GARDEN CENTRE** means a location used primarily for the raising, storage and sale of produce, bedding, ornamental plants and related materials such as tools, soil, and fertilizers intended for *use* by *household* customers.

**GENERAL CONTRACTOR SERVICES** (see **CONTRACTOR SERVICES, GENERAL**)

**GENERAL INDUSTRIAL** (see **INDUSTRIAL, GENERAL**)

**GOVERNMENT SERVICE** means a location for Crown Corporation, municipal, provincial or federal governments to provide services directly to the public that is primarily conducted indoors. This includes exhibition and convention facilities, protective and emergency services by fire protection, police, ambulance, or other such services as a base of operations, courthouse, city hall, government *offices* and libraries and cultural exhibits, museums, community services, and similar public *government services*.

**GRADE, APPROVED** means the ground surface elevation level after man-made re-grading in accordance with an engineered site grading plan approved by the *City*. For determination of *building heights*, *approved grade* shall mean the average level across the lowest side of the building, except that localized depressions such as for *vehicle* or pedestrian entrances need not be considered in the determination of average levels of grade.



**GRADE, NATURAL** means the elevation of the ground surface in its state before man made alteration.

**GROCERY STORE** means a retail outlet with a *net floor area* of at least 929 m<sup>2</sup> (10,000 sq feet), including storage space, primarily retailing in a general line of foods, including canned, dry and frozen foods, fresh fruit and vegetables, fresh and prepared meats, fish and poultry, dairy products, baked products, snack foods, non-liquor beverages and general household products and pharmaceuticals. This use can include retail liquor sales with a store-within-a-store model as licensed by the Liquor Control and Licensing Branch (LCLB) or the sale of 100% BC wine, with a wine-on-the-shelf model, as licensed by the LCLB, but not both in the same location.

**GROSS FLOOR AREA** (see **FLOOR AREA, GROSS (GFA)**)

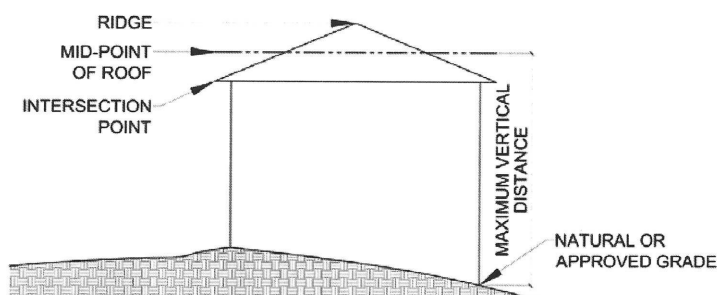
## H

**HARD-SURFACING** means a durable ground surface, constructed of cast-in-place concrete, brick, or concrete unit pavers, turfstone, stone, asphalt, or similar material but excluding gravel and clay.

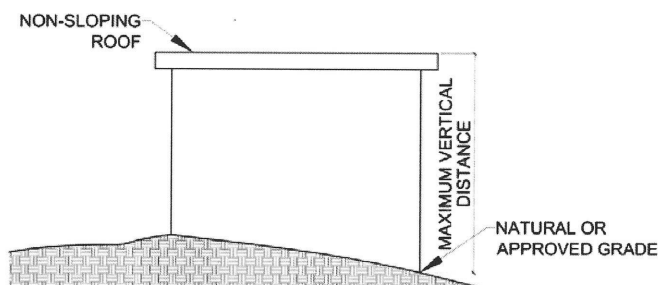
**HEALTH SERVICE** means the provision of physical or mental **health services** on an out-patient basis. Services may be of a preventative, diagnostic, treatment, therapeutic, rehabilitative, or counselling nature. Typical **uses** include but are not limited to medical and dental **offices**, chiropractors, massage therapists, acupuncture clinics, health clinics, and counselling services.

**HEAVY INDUSTRIAL** (see **INDUSTRIAL, HEAVY**)

**HEIGHT** means, with respect to a **building**, the maximum vertical distance between **natural grade** or **approved grade** and the highest point of the **structure** of a non-sloping roof, or the mid-point between the intersection point of the **building** wall and roof **structure** and ridge of a sloping roof excluding dormers.



**HIGH TECHNOLOGY SERVICE** means an **office use** for aeronautics, biochemistry, computer **assembly**, computer design, communications, data processing, electronics, precision engineering, health care research, internet services, robotics, software development, telecommunications, web development, and related industries and including **accessory** customer support services.



**HOME OCCUPATION** means an occupation or profession carried out as an **accessory use** incidental to the residential **use** of a **dwelling unit**.

**HOSPITAL AND PATIENT CARE SERVICE** means a facility providing room, board, and surgical or other medical treatment for the sick and injured including out-patient services and accessory staff residences. Typical **uses** include but are not limited to hospitals, mental care health facilities, and rehabilitation and recovery facilities.

**HOUSEHOLD** means:

- (a) a person; or

- (b) two (2) or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one (1) **dwelling unit** as a single **household** using common cooking facilities; or
- (c) a group of not more than five persons, including **boarders**, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one (1) **dwelling unit** as a single **household** using common cooking facilities;

In addition to the above, this may include one (1) housekeeper or nanny.

**HOUSEHOLD REPAIR SERVICE** means the repair of goods, equipment and small appliances normally found within the home. Typical **uses** include but are not limited to radio, television, computer and appliance repair, furniture refinishing, drapery shops, and upholstery shops.

/

**INDOOR AMUSEMENT, ENTERTAINMENT AND RECREATION** means facilities within an enclosed **building** intended for leisure activities where patrons are predominantly participants or spectators. Typical **uses** include but are not limited to amusement arcades, bingo halls, health and fitness centres, athletic facilities and ice rinks, billiard and pool halls, swimming pools, bowling alleys, motion picture theatres, concert or music halls and casinos. Such **permitted uses** may be licensed by the *British Columbia Liquor Control and Licensing Branch* to sell alcoholic beverages as an **accessory use**.

**INDOOR 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 ten animals at any given time.

**INDUSTRIAL, GENERAL** means the use of land principally for one (1) or more of the following:

- (a) recycling used goods and materials,
- (b) manufacturing or assembling of semi-finished or finished goods, products or equipment,
- (c) preparation of printed and film materials,
- (d) storing, cleaning, servicing, renting, repairing or testing of materials, goods and equipment normally associated with industrial, **business** or **household use**,
- (e) terminals for the storage or transshipping of materials, goods and equipment;
- (f) the towing and compounding of vehicles (not including salvage) and storage of tow trucks
- (g) distribution and sale of materials, bulk goods and equipment to institutions, industrial, **farm** or commercial **businesses** for their direct **use** or to **retail stores** or other uses for resale to individual customers, or
- (h) training in general industrial operations, trades, occupational first aid, emergency response or industrial health and safety.

This **use** does not include gravel crushers or asphalt plants.

**INDUSTRIAL, HEAVY** means processing, manufacturing, fabricating or assembling semi-finished or finished goods, products or equipment from raw materials, or storing, cleaning, servicing, repairing or testing materials, goods and equipment normally associated with industrial or business use. This use typically has area, intensity and land use impacts with greater magnitude and significance than

industrial, general. Typical uses include sawmills, wood processing, manufacturing of manufactured homes, **vehicles** or heavy equipment.

**IRREGULAR LOT** (see LOT, IRREGULAR)

**INTENSIVE IMPACT AGRICULTURE** means the **use** of a livestock confinement area, feedlots, **buildings** or **structures** for:

- (a) the confinement of poultry, livestock or fur bearing animals; or
- (b) the production of mushrooms in combination with a compost facility or a managed organic matter **use**.

**INTERIOR LOT** (see LOT, INTERIOR)

**INTERIOR SIDE YARD** (see YARD, INTERIOR SIDE)

## J

## K

**KITCHEN** means facilities for the preparation or cooking of food, and includes any room containing counters, cabinets, plumbing, or wiring which, may be intended or used for the preparation or cooking of food.

## L

**LANDSCAPE BUFFER** means a landscaped or natural area intended to visibly separate and **screen** one (1) **use** from another. This also refers to the **use** of vegetation and other **screening** or separation methods to separate non-farming and **ALR** land uses.

**LANDSCAPING** means changing, modifying or enhancing the visual appearance of a site including reshaping the earth, planting lawns, shrubs, trees or preserving the original natural vegetation, adding walks, fences, **patios** and other ornamental features for the purpose of beautifying or **screening** the appearance of a **lot**, or returning it to an original environmental condition.

**LANE** means a highway under the *Local Government Act* more than 3.0 m but not greater than 8.0 m in width.

**LIMITED CONTRACTOR SERVICES** (see CONTRACTOR SERVICES, LIMITED)

**LIQUOR PRIMARY LICENSED PREMISE** means a location where alcoholic beverages are offered for sale to the public for consumption on the premises. Typical **uses** include but are not limited to beverage rooms, neighbourhood pubs, cocktail lounge, cabarets and nightclubs. The **use** must hold a Liquor Primary License.

**LIVE-WORK UNIT** means a purpose-built or purpose-renovated space that combines a permitted commercial **use** with a **dwelling unit**.

**LOADING SPACE** means an on-site space reserved for temporary parking for the purpose of loading or unloading goods and materials.

**LOT** means a parcel of land, including Crown Land, which is legally defined either by **registered plan** or legal description.

**LOT AREA** means the total horizontal area within the **lot lines** of a **lot**.

**LOT, BARELAND STRATA** means the smallest unit of land defined on a horizontal plane according to a bareland strata plan under the provisions of regulations pursuant to the *Strata Property Act*.

**LOT, CORNER** means a **lot** situated at the intersection of two (2) or more **streets**.

**LOT COVERAGE** means the percentage of the total horizontal area of a **lot** or **lots** that may be built upon with **buildings, accessory buildings or structures**, including **garages, parking structures** and **carports**; covered **patios** larger than 23 m<sup>2</sup>; and **decks** over 0.6 m in height. **Lot coverage** excludes steps, eaves, cornices, cantilevered **balconies** and similar projections permitted by this Bylaw, breezeways, porticos, pergolas, open courtyards, **patios**, driveways, aisles, at-grade **parking spaces** and at-grade enclosed or unenclosed **parking lots**.

**LOT, DOUBLE FRONTING**, (or **THROUGH**) means a **lot** which **abuts** two (2) **streets** which are parallel or nearly parallel to the **lot**. This does not include a **lot** with a second frontage on a rear **lane**.

**LOT, INTERIOR** means a **lot** other than a **corner lot**.

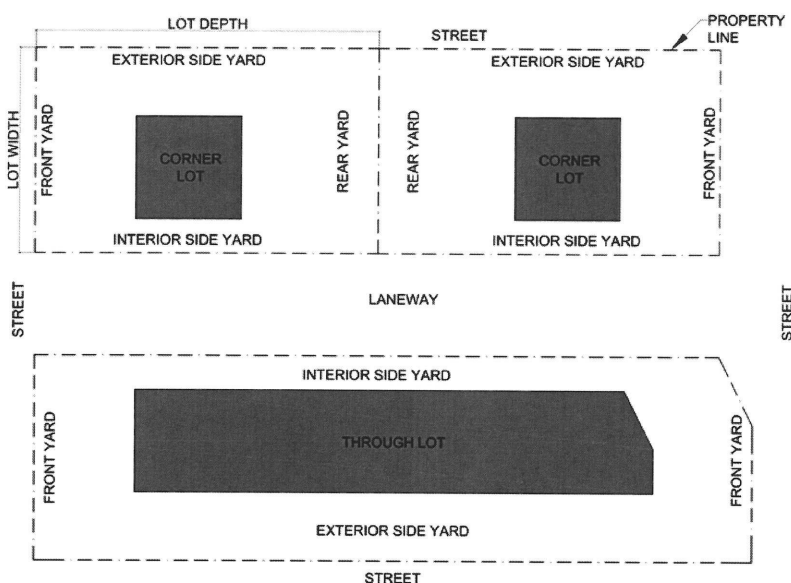
**LOT, IRREGULAR** means a **lot** that does not fall into one of the other **lot** definitions

**LOT LINE** means the legally defined boundary of any **lot** or **property line**.

**LOT LINE, FRONT** means the **street** frontage onto which the primary façade or **front yard** of the **building** faces. In the case of **through lots**, or **double fronting lots**, two front lot lines are possible.

**LOT LINE, REAR** means either the **lot line** opposite to, and most distant from, the **front lot line**, or, where there is no such **property line**, the point of intersection of any **property lines** other than a **front lot line** which is furthest from and opposite the **front lot line**.

**LOT LINE, SIDE** means any **lot** boundary line which is not a **front** or **rear lot line**.



**LOT, PANHANDLE** means a *lot* which has its primary legal access from a *street* through a narrow strip of land which is an integral part of the *lot*. This narrow strip is referred to as the panhandle. The panhandle portion of the *lot* is not included in the calculation of minimum *lot* size.

**LOT, STRATA** means a *lot* shown on a strata plan according to the *Strata Property Act*.

**LOT WIDTH** means:

- (a) where a *lot* has parallel *side lot lines*, the distance between the *side lot lines* at the *front yard setback* line;
- (b) where a *lot* is an *irregular lot*, the average between the horizontal distance between the *side lot lines* at the *rear* and the *front yard setback lines*.
- (c) where a *lot* is a *panhandle lot*, the average distance between the *rear setback lines* and from the top of the panhandle where the panhandle meets the larger portion of the *lot*, not including the panhandle itself.

## M

**MAJOR DAY CARE CENTRE** (see *DAY CARE CENTRE, MAJOR*)

**MAJOR HOME OCCUPATION** means the **use** of a *dwelling unit* or *accessory building* for a **business** by a resident who resides at that *dwelling unit*. The **business** must be secondary to the residential **use** of the *building* and shall not change the residential character of the *dwelling unit* or *accessory building*.

**MARINA** means a commercial or government establishment or premise, containing docking or mooring facilities where boats and other water vessels and their accessories are berthed, stored, serviced, repaired, constructed or kept for sale or for rent.

**MARIJUANA PRODUCTION FACILITY** – means a facility, licenced through the Cannabis for Medical Purposes Regulations where cannabis products are grown, processed and packaged.

**METAL STORAGE CONTAINER** means a shipping or cargo container, being a prefabricated metal container or box specifically constructed for the transportation of goods by rail, ship or *transport truck*.

**MINOR DAY CARE CENTRE** (see *DAY CARE CENTRE, MINOR*)

**MINOR HOME OCCUPATION** means the **use** of a *dwelling unit* or *secondary suite* for a **business** by a resident who resides at that *dwelling unit*. The **business** must be secondary to the residential **use** of the *building* and no aspects of **business** operations shall be detectable from outside the property.

**MOBILE CATERING FOOD SERVICE** means the delivery and sale of food to the public using a fleet of *vehicles*.

**MOBILE VENDING UNIT** means a self-contained mobile unit not exceeding 20m<sup>2</sup> in ground coverage, intended to be moved from location to location, for the purpose of offering for sale food or retail products.

**MOBILE HOME PARK** means a *lot* for the placement of two (2) or more *mobile homes*. This does not include the situation where an additional agricultural *dwelling unit* is located on a *lot* where the principal *dwelling unit* is a *mobile home*.

**MOBILE HOME** means a single or multiple section *single detached dwelling unit* built to CSA Z240 Standards for residential occupancy and designed to be transportable on wheels.

**MODULAR HOUSING** means a factory-built *dwelling unit* built to CSA 277 Standards that is transportable and designed to be used by itself or to be incorporated with similar units at a *building* site into a modular *structure* and intended for year-round habitation. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements which are to be incorporated into a *structure* at the site.

**MOTOR VEHICLE SALES AND RENTAL** means the retail sale or rental of new or used automobiles, boats, motorcycles, snowmobiles and light trucks and similar *vehicles* and small equipment, together with incidental maintenance services, storage, fuelling, washing, and sales of parts. It includes automobile dealerships but does not include dealerships for the sale or rental of *vehicles* with a gross *vehicle* weight of more than 4100 kg or the sale of motorhomes with a gross *vehicle* weight rating of more than 5500 kg or a length of more than 6.7 m.

**MOTOR VEHICLE BODY REPAIR AND PAINT SHOP** means those premises where automobiles, trucks, and other *vehicles* undergo body repair and painting.

**MOTOR VEHICLE AND EQUIPMENT REPAIR SHOP** means the servicing and mechanical repair of automobiles, motorcycles, boats, snowmobiles, and similar *vehicles* and small equipment or the sale, installation, or servicing of related accessories and parts. This includes but is not limited to transmission shops, muffler shops, small engine repairs, tire shops, auto glass shops, and upholstery shops and excludes *Vehicle Body Repair and Paint Shop*.

**MOTOR VEHICLE AND EQUIPMENT SERVICES, INDUSTRIAL AND AGRICULTURE** means the sale, rental, service, or repair of heavy *vehicles*, machinery or mechanical equipment typically used in *building*, roadway, pipeline, oil field and mining construction, manufacturing, assembling and processing operations and agricultural production. This does not include automobiles and recreation vehicle sales/rentals.

**MOTOR VEHICLE SERVICE STATIONS** means the routine washing, servicing or repair of *vehicles* within a *building* containing not more than three (3) service bays, and for the sale of gasoline, petroleum products, and a limited range of auto parts and accessories. It may include *restaurants*, single-bay *vehicle* wash, and *convenience stores*.

**MULTIPLE HOUSING** means housing that contains three (3) or more *dwelling units*, excluding accessory suites, and may include *Townhouses* and *Apartments*.

**MUNICIPAL SOLID WASTE FACILITY** means a facility designed, constructed and operated for the collection, processing, transferring or disposal of the solid waste stream or components thereof, including but not limited to, transfer stations, material recycling facilities, composting facilities and disposal facilities.



**N**

**NATURAL BOUNDARY** means the visible high water mark, as established by a BC Land Surveyor, of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark the soil of the bed of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself. In the case of Okanagan Lake, the **natural boundary** shall correspond to an elevation of 342.18 m G.S.C. (1122.63 if). In the case of Skaha Lake, the **natural boundary** shall correspond to an elevation of 337.76 m G.S.C. (1108.13 if).

**NATURAL GRADE** (see GRADE, NATURAL)

**NATURAL RESOURCE PROCESSING** means the quarrying, extraction, removal and off-site sale of sand, gravel, earth or mineralised rock found on or under the **lot**. Typical uses include but are not limited to quarries, gravel pits, and stripping of topsoil. This does not include processing of raw materials transported to the site.

**NET FLOOR AREA** (see FLOOR AREA, NET (NFA))

**O**

**OFFICE** means a **building** primarily used for conducting the affairs of **business**, including the provision of administrative, **business**, clerical and secretarial agencies, consulting, financial, **government services**, **health services**, **high technology services**, insurance, legal, management, professional, and real estate services. This **use** excludes **businesses** providing the servicing and repair of goods, the sale of goods to the customer on the site, the manufacture or handling of a product, and retail **uses**.

**OFFICIAL COMMUNITY PLAN (OCP)** means the Penticton **Official Community Plan**, as amended from time to time.

**ON-SITE BEER/WINE MAKING** means an establishment that provides goods, facilities or services to persons producing or manufacturing, wine, beer or cider in the establishment for their own consumption or consumption at no charge by others.

**OPEN SPACE** means that portion of a **lot** not occupied by parking or **vehicle** areas or **buildings**, that is accessible and suitable for gardens, **landscaping**, and recreational **use** by **building** tenants or residents.

**OUTDOOR AMUSEMENT, ENTERTAINMENT and RECREATION** means facilities which are available to the public at large for sports and active recreation conducted outdoors. Typical uses include but are not limited to golf courses, ball fields, and riding stables.

**OUTDOOR MARKET** means a temporary **use** where groups of individual sellers offer new and used goods, crafts or produce for sale directly to the public. This may consist of vendors that include liquor sales and/or tasting within an outdoor market in accordance with the requirements of the BC Liquor Control and Licencing Branch.



**OUTDOOR STORAGE** means the storage of equipment, goods, and materials in the open air where such storage of goods and materials does not involve the erection of permanent **structures** or the material alteration of the existing state of the land. Typical **uses** include but are not limited to **vehicle** or heavy equipment storage compounds.

**OWNER** means the person(s) or organization listed as the titleholder on a property's legal certificate of title.

## **P**

**PANHANDLE LOT** (see **LOT, PANHANDLE**)

**PARAPET** or **PARAPET WALL** means that portion of a perimeter **building** wall that rises above the roof.

**PARENT PARCEL** means the original parcel of land that was or is proposed to be the subject of a plan of subdivision

**PARKING LOT** means a **lot** or part of a **lot** or a **building** available to be used for the temporary parking of more than one (1) **vehicle**.

**PARKING LOT, PUBLIC** means providing vehicular parking which is intended for public **use** and not primarily intended for the **use** of residents, employees, or clients of a particular **permitted use** and may include the collection of a fee.

**PARKING SPACE** means an off-**street** space of the size and dimensions to park one (1) **vehicle** in conformance with the parking provisions of this Bylaw, exclusive of driveways, aisles, ramps, or obstructions.

**PARKING STRUCTURE** means a **structure** designed for the parking of motor **vehicles** in tiers or floors which may be constructed above, below or at **building grade**, available to be used for the temporary parking of more than one (1) **vehicle** by residents, customers, employees and the public at large.

**PARKING, TANDEM** means two (2) **parking spaces**, one (1) behind the other, with a common or shared point of access to a manoeuvring aisle, **lane** or **street**.

**PARTY WALL** means a wall jointly owned and jointly used by two (2) parties under easement agreement or by right in law, and erected at or upon a line separating two (2) **lots** each of which is, or is capable of being, a separate real estate entity.

**PATIO** means any solid **structure** at **building grade** meant for support of people or materials outdoors and less than 0.6 m in height.

**PERSONAL SERVICE ESTABLISHMENT** means a **use** which provides personal services to an individual which are related to the care and appearance of the body or the cleaning and repair of personal effects. Typical **uses** include but are not limited to barber shops, hairdressers, manicurists, tailors, dress makers, shoe repair shops, tanning, photography studios, dry cleaners or laundries, dry cleaner pick-up depots, tanning beds, and similar **uses**, but does not include **health services** or laundromats or body rub business.

**PERMITTED USE** means the main or primary *use* of land, *buildings* or *structures* that is provided for in the list of *permitted uses* in the *zones* of this Bylaw.

**PIE LOT** (see LOT, PIE)

**PRINCIPAL BUILDING** means the main *building* or *structure* on a *lot* that accommodates a *permitted use*.

**PROPERTY LINE** means a legal boundary of a *lot*.

**PUBLIC LIBRARIES AND CULTURAL EXHIBITS** means the collection of literary, artistic, musical and similar reference materials in the form of books, manuscripts, recordings and films for public *use*; or the collection, preservation and public exhibition of works or objects of historical, scientific or artistic value. Typical *uses* include but are not limited to libraries, museums, and art galleries.

**PUBLIC PARK** means any publically accessible land designated specifically for passive or active recreation.

**PUBLIC PARKING LOT** (see PARKING, PUBLIC)

## Q

## R

**REAR LOT LINE** (see LOT LINE, REAR)

**REAR YARD** (see YARD, REAR)

**RECREATION EQUIPMENT SALE, SERVICE AND RENTALS** means the retail sale or rental of new or used bicycles, motorcycles, snowmobiles, tent trailers, boats, travel trailers or similar light recreational equipment, together with maintenance services, storage, and sales of parts. It does not include dealerships for the sale of motorhomes with a gross *vehicle* weight rating of more than 5500 kg. or a length of more than 6.7 m.

**RECREATIONAL VEHICLE** means a transportable conveyance intended as a temporary accommodation for travel, vacation, or recreational *use* and includes travel trailers, motorized homes, slide-in campers, chassis-mounted campers, boats, all-terrain *vehicles*, snowmobiles and tent trailers but not including *mobile homes*.

**REVERSE PIE LOT** (see LOT, REVERSE PIE)

**RESIDENTIAL SALES CENTRE** means a temporary *building* or *structure* used for a limited period of time for the purpose of marketing residential land or *buildings*.

**RESORT RESIDENTIAL** means a *multiple housing building*.

- (a) in which every unit is occupied as a residential *dwelling unit*;

- (b) for the temporary accommodation of the travelling public under a rental pool scheme operated by a strata corporation; and/or
- (c) approved through a strata plan and owned by any person or family member under a time share *use* plan or time share ownership plan as defined in the *Real Estate Act* of British Columbia.

**RESTAURANT** means a location where prepared food and beverages are offered for sale to the public.

**RETAIL STORE** means premises where goods, merchandise and other materials are offered for retail sale to the general public. It may include limited on-site storage or limited seasonal outdoor sales to support the retail operation, and may also include the manufacturing of products to be sold on site, provided the *gross floor area* used for manufacturing does not exceed 25% of the *gross floor area* of the *retail stores*. Typical *uses* include but are not limited to: food, hardware, pharmaceutical, retail liquor sales, clothing, pawnshops, thrift store, auctioneer establishments and sporting goods stores, but does not include *grocery stores*.

**RETAINING WALL** means a *structure* constructed to hold back, stabilize or support an earthen bank.

**RURAL HOME OCCUPATION** means the *use* of a *dwelling unit* or *accessory building* for a *business* by a resident who resides at that *dwelling unit*. The *business* must be secondary to the residential *use* of the *building* and shall not change the residential character of the *dwelling unit* or *accessory building*. This *use* does not include *major or minor care centres*.

## S

**SCREENING** or **SCREEN** means a fence, *building*, *structure* or other device which provides a visual barrier sufficient to conceal parking areas, garbage collection areas and storage areas.

**SECONDARY SUITE** means a self-contained, accessory *dwelling unit* located within a *single detached dwelling unit* which has one (1) or more habitable rooms (used or intended for *use* as a residence by one (1) or more persons living as a *household*), with self-contained sleeping, living, cooking, and sanitary facilities, and direct access to the open air, without passing through any part of the *principal residence*.

**SECURITY/OPERATOR DWELLING UNIT** means a portion of a *building* or detached *building* used to provide on-site accommodation by the employer for persons employed on the property, a residence for the site caretaker or operator of a commercial or industrial establishment, or for the on-duty security personnel at a storage facility when permitted in a *zone*.

**SELF-STORAGE** means a self-contained *building* or group of *buildings* containing lockers available for rent for the storage of personal goods or a facility used exclusively to store bulk goods of a non-hazardous nature.

**SETBACK** means the horizontal distance separating a *building*, *structure* or *use* from a specified location.

**SHOPPING CENTRE** means one (1) or more *buildings* containing a minimum *gross floor area* of 1000 m<sup>2</sup> and containing a group of *retail stores* and other *businesses* which share common services, parking, and other facilities on one (1) or more *lots*.

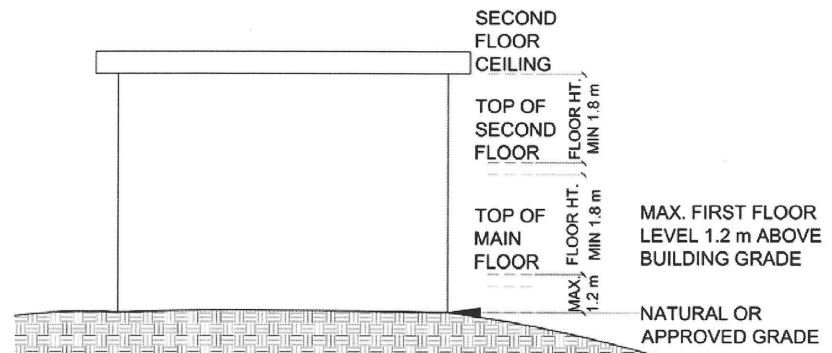
**SIDE LOT LINE** (see LOT LINE, SIDE)

**SIDE YARD** (see YARD, SIDE)

**SINGLE DETACHED DWELLING** means housing that contains one (1) single *household* in a *dwelling unit*. This *use* includes *modular housing* that conforms to the *CSA A277* Standards, but does not include a *mobile home conforming to CSA Z240* Standards.

**SLEEPING UNIT** means a habitable room not equipped with kitchen facilities, providing accommodation for guests.

**STORAGE AND WAREHOUSE** means the storage and distribution of goods, wares, merchandise, substances, articles or things, whether or not the storage is contained in separately occupied, secured storage areas or lockers.



**STOREY** means the habitable volume between the floors of a building or between its floor and ceiling, that is 1.8m or greater.

**STOREY, FIRST** means the uppermost *storey* having its floor level not more than 1.2 m above *building grade*.

**STRATA LOT** (see LOT, STRATA)

**STREET** means a highway as defined under the *Local Government Act* over 8.0 m in width which affords the principal access to *abutting* properties.

**STREET, FLANKING** means a *street* which *abuts* a *side lot line*.

**STRUCTURE** means a construction of any kind whether fixed to or supported by or sunk into land or water including towers, flagpoles, swimming pools, docks, signs and tanks, and excludes areas of *hard surfacing*.

**T**

**TANDEM PARKING** (see PARKING, TANDEM)

**THROUGH LOT** (see LOT, DOUBLE FRONTING)

**TOWNHOUSE** means a **building** containing three (3) or more **dwelling units** that share common **party walls**, floors or ceilings with **adjacent dwelling units**, with each **dwelling unit** having a separate exterior entrance.

**TOURIST ACCOMMODATION** means a **building** or part thereof which provides a management **office** and sleeping accommodation for tourists and may include public facilities such as banquet, beverage; conference, meeting and convention rooms and recreation facilities.

**TRANSPORT TRUCK AND MOTORHOME SALES AND RENTALS** means the sale or rental of new or used transport trucks, motor homes, **mobile homes**, and automobiles together with maintenance services and the sale of parts and accessories. Typical **uses** include but are not limited to truck dealerships, **recreation vehicle** sales, and **mobile home** and motor home dealerships.

## U

**URBAN AGRICULTURE** means the cultivation of a portion of a parcel for the production of food including fruits, vegetables, nuts and herbs for human consumption. Cultivation can be done by the property owner or off-site resident, provided the owner has given her/his permission. Production activities should not be noxious or an unreasonable nuisance to surrounding properties.

**URBAN AREA BOUNDARY** means the boundary separating an **agricultural zone** from those lands designated in the *City's Official Community Plan* and/or zoned in the *City's Zoning Bylaw* for non-**agricultural uses**.

**USE** means the purposes for which land, a **building** or a **structure** is arranged or intended, or for which either land, a **building**, or a **structure** is, or may be, occupied and maintained.

**UTILITY SERVICES** means development for utility infrastructure purposes that provides for the essential utility servicing of the City with water, sanitary sewer, storm sewer, electrical, natural gas, cable TV, internet, fiber optics, telephone and/or similar utilities where such utilities are established by the City, by another government body or by a company operating under the Public Utilities Act. This use does not include storage yards.

## V

**VACATION RENTAL** means the rental of a **dwelling unit** to the vacationing public for a period of one month or less. Rentals of dwelling unit for less than 14 days in a calendar year are not considered vacation rentals. (Bylaw No. 2017-14)

**VEHICLE** means any motor **vehicle** as defined in the *Motor Vehicle Act*.

## W

**WALKWAY** means a **street** intended to carry pedestrian and non-motorized traffic only, except that a **walkway** may be designed to accommodate mobility scooters and/or afford emergency **vehicle use**.

**WALL FACE** means any portion of a vertical wall that is uninterrupted by a horizontal break of less than 1.2 m.

**WATERCOURSE** means any natural depression, as established by a BC Land Surveyor, with visible banks, which contains water at some time, and includes any lake, river, stream, creek, spring, ravine, swamp, gulch, coulee, wetland, or surface source of water, whether containing fish or not, including intermittent streams, and drainage works which contain fish.

**WHOLESALE BUSINESS** means an establishment acting as agents or brokers and buying merchandise for, or selling merchandise to retail users, industrial users, commercial users, institutional users or wholesale users.

**WINERY** and **CIDERY** means a *farm winery*, estate *winery*, urban *winery*, or a *cider* that is licensed under the *Liquor Control and Licensing Act*. It may include processing, storage, retail sales, tours, wine tasting, and may include a *restaurant*.

**WRECKING YARD** means any land or *building* used for the collection, demolition, dismantlement, storage, salvage, recycling or sale of waste materials including scrap metal, *vehicles*, machinery, and other discarded materials.

X

Y

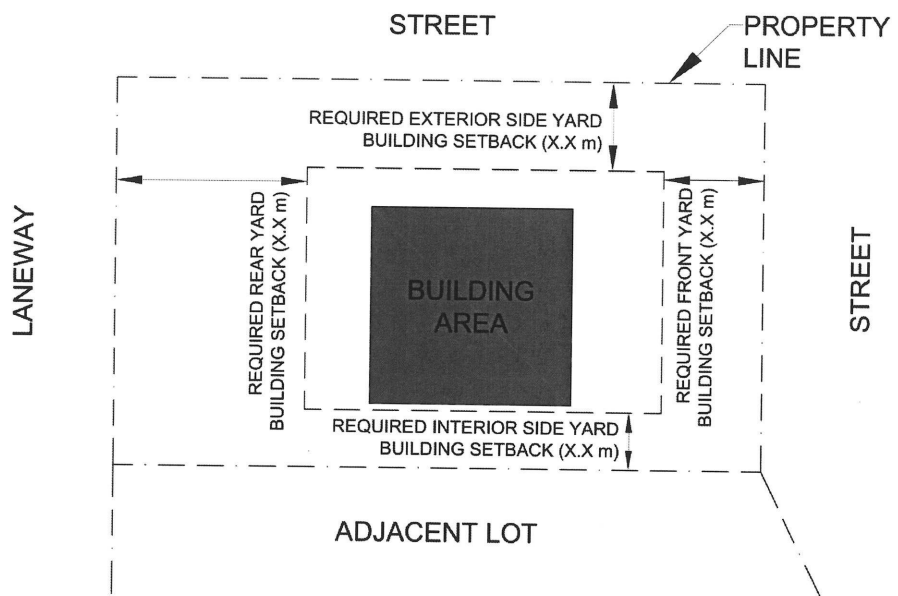
**YARD** means an area created by a *setback*.

**YARD, FRONT** means the area between *side lot lines* extending from the *front lot line* to the nearest above-finished-grade wall or supporting member of a *building* or *structure* other than a *retaining wall*.

**YARD, EXTERIOR SIDE** means a *side yard* immediately adjoining a *street*.

**YARD, INTERIOR SIDE** means a *side yard* other than an *exterior side yard*.

**YARD, REAR** means the area between the *side lot lines* extending from the *rear lot line* to the nearest above-finished-grade wall or supporting member of a *building* or *structure* other than a *retaining wall*.



***YARD, SIDE*** means that part of the ***lot*** which extends from a ***front yard*** to the ***rear yard*** between the ***side lot line*** and the nearest above-finished-grade wall or supporting member of a ***building*** or ***structure***.

## ***Z***

***ZONE*** means the areas into which the ***City*** is divided in accordance with the maps attached as Schedule 'A' of this Bylaw and for which specific regulations are outlined herein for each area.

## 11.5 C5 – Urban Centre Commercial

### PURPOSE

This **zone** provides for development of the financial, retail, entertainment, governmental and cultural core of the **City** by way of high-**density** commercial and residential **uses**.

### 11.5.1 PERMITTED USES

The **permitted uses** in this **zone** are:

- .1 **accessory use, building or structure**
- .2 **animal clinic**
- .3 **artisan crafts**
- .4 **assembly**
- .5 **auctions**
- .6 **bakery**
- .7 **bed and breakfast home** (subject to specific use regulation 7.2)
- .8 **business support service**
- .9 **commercial school**
- .10 **community garden**
- .11 **convenience store**
- .12 **cultural exhibits**
- .13 **custom indoor manufacturing**
- .14 **day care centre, major**
- .15 **day care centre, minor**
- .16 **dwelling units**
- .17 **financial service**
- .18 **government service**
- .19 **grocery store**
- .20 **health service**
- .21 **high technology service**
- .22 **household repair service**
- .23 **indoor amusement, entertainment and recreation**
- .24 **indoor animal daycare and grooming**
- .25 **liquor primary licensed premise**
- .26 **minor home occupation** (subject to specific use regulation 7.3)
- .27 **office**
- .28 **on-site beer/wine making**
- .29 **outdoor market**
- .30 **personal service establishment**
- .31 **public parking lot**
- .32 **restaurant**
- .33 **retail store**
- .34 **tourist accommodation**
- .35 **vacation rental** (subject to specific use regulation 7.6)
- .36 **cannabis retail store** (Bylaw No. 2018-66)
- .37 **funeral service** (Bylaw No. 2019-14)

### 11.5.2 SUBDIVISION AND DEVELOPMENT REGULATIONS

- |    |                            |       |
|----|----------------------------|-------|
| .1 | Minimum <b>lot width</b> : | 9.0 m |
|----|----------------------------|-------|



.2	Minimum <i>lot area</i> :	275 m <sup>2</sup>
.3	Maximum <i>lot coverage</i> :	100%
.4	Maximum <i>density</i> :	6.0 <i>FAR</i>
.5	Maximum <i>height</i> :	36.6 m
	i. except Main <i>Street</i> – 100 Block up to and including 600 Block; and	15 m
	ii. Front <i>Street</i>	15 m
.6	Minimum <i>front yard</i> :	0 m
.7	Minimum <i>side yard</i> :	
	i. <i>interior side yard</i>	0 m
	ii. <i>exterior side yard</i>	0 m
.8	Minimum <i>rear yard</i> :	0 m

### 11.5.3 OTHER REGULATIONS

- .1 *Dwelling units* are restricted to second or higher *storeys*. (Bylaw No. 2017-35)
- .2 Notwithstanding Section 4.9 of this Bylaw, decorative *building* features such as cornices, *balconies*, secured planters and wall and window trim may project up to 0.4m from the *building*, provided that the projection has a *clearance* above grade of at least 2.8m from a public street and 4.5m from a public *lane*.
- .3 Notwithstanding Section 4.9 of this Bylaw, canopies and *awnings* may project 1.5m from a *building*, provided that the projection has a *clearance* of 2.8m from the established *building grade* of a sidewalk and 4.5m above a public *lane*.
- .4 Notwithstanding Chapter 6– Parking Regulations, any commercial use identified in this zone shall not be required to provide any required motor-vehicle parking or loading spaces.

### 11.5.4 SITE SPECIFIC PROVISIONS

In addition to the *uses* permitted above:

- .1 On *lots* 1-11, Block A, District *Lot* 4, Group 7, and on *Lot* A, Plan KAP49367, SDYD, Plan 373 located at 333 Martin *Street* above the ground floor and on the ground floor in the areas designated on Schedules A and B to Bylaw 2003-67, *congregate housing* shall be permitted.
- .2 On *Lot* B, Plan 36574 located at 56 Forbes St., any portion of a *building* located 3.0m above grade and *abutting* the north *property line* shall have a *setback* of 6.0 m.
- .3 On *Lot* 1, Plan KAP 56198 located at 123 Nanaimo St., an *Emergency Shelter* shall be permitted.
- .4 On *Lot* 1, DL202 and 4 Group 7 Similkameen Division Yale District, Plan KAP76035, located at 260 Martin Street, *Craft Brewery/Distillery* shall be permitted.
- .5 On Lot 1, District Lot 4, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan 35147 and Lots 12 and 13 of District Lot 4, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan 373 located at 361, 353 and 347 Martin Street, the use 'winery' shall be permitted.
- .6 On Lot 1, District Lot 4, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan EPP57755, located at 285 Nanaimo Ave W, residential uses shall be permitted on the first floor. (Bylaw No. 2017-33)

- 
- .7 In the case of Lot 5, Block 19, District Lot 202, Similkameen Division Yale District Plan 269, located at 532/536 Main Street, dwelling units on the first storey behind commercial spaces shall be permitted. **(Bylaw No. 2017-34)**
  - .8 In the case of Lot A, DL 4, Group 7, SDYD (Formerly Yale Lytton), Plan KAP92015, located at 249 Westminster Avenue West, a craft brewery/distillery and cidery shall be permitted. **(Bylaw No. 2018-23)**
  - .9 In the case of Lot 9, Block 15, DL 202, SDYD, Plan 269, located at 456 Main Street, one dwelling unit on the first storey behind the commercial space shall be permitted. **(Bylaw No. 2018-45)**

THIS IS **EXHIBIT "C"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.

**SHORT TERM FACILITY LICENSE**

THIS AGREEMENT made as of the 1st day of May, 2020

BETWEEN: **PENTICTONIA HOLDINGS LTD.**

c/o Remax Penticton realty  
101 – 3115 Skaha Lake Road  
Penticton B.C. V2A 6G5  
(the "**Licensor**")

AND:

**PROVINCIAL RENTAL HOUSING CORPORATION**

1701 - 4555 Kingsway,  
Burnaby, B.C. V5H 4V8

(the "**Licensee**")

WHEREAS:

- A. The Licensee, as a representative of the Province of British Columbia wishes, in response to the COVID-19 pandemic, to license the Licensed Area from the Licensor for the Permitted Use; and
- B. The Licensor has agreed to license the Licensed Area to the Licensee for the Term, as the same may be extended, so that the Licensee may use the Licensed Area for the Permitted Use.

WITNESS that in consideration of the covenants and agreements herein set out, the Licensor and the Licensee covenant and agree as follows:

**1. INTERPRETATION**

1.1 **Definitions.** In this Agreement the following terms shall have the following meanings:

- (a) "Access Areas" means those lobbies, hallways, access and egress routes, stairways, elevators, and exterior walkways used for access to and egress from the Licensed Area;
- (b) "Commencement Date" means May 4, 2020 or such earlier date as mutually agreed to by the parties;
- (c) "Guests" means individuals assessed prior to selection by the Licensee, the Licensee's non-profit operator, or Interior Health for vulnerability, suitability and compatibility for residency at the Facility, including the dependent children of Guests;
- (d) "Facility" means the building situated on the Lands and containing the Licensed Area;
- (e) "Lands" means those lands situated in the City of Penticton civically known as 352 Winnipeg Street, and legally described as PID: 018-187-391, LOT

A DISTRICT LOT 4 GROUP 7 SIMILKAMEEN DIVISION YALE  
(FORMERLY YALE-LYTTON) DISTRICT PLAN KAP49367;

- (f) "Licensed Area" means the Facility shown in Schedule "A" hereto, which represents the entirety of the Facility together with the area located immediately beneath the Facility contained within security fencing as in place as of the date of this agreement. Further, the Licensed Area includes the area of the Lands to the north of the Facility;
  - (g) "Permitted Use" means the use of Licensed Area for the temporary housing of Guests, the dependent children of Guests, and the pets of Guests
  - (h) "Term" means the term of this Agreement, being three (3) months commencing on the Commencement Date, unless earlier terminated pursuant to section 109.
- 1.2 **Schedule.** The following schedules are attached to and form part of this Agreement:

Schedule "A"                      Licensed Area

## 2. LICENSES AND TERM

- 2.1 **Licenses.** The Licensor hereby grants the Licensee an exclusive license to occupy and use the Licensed Area for the Permitted Use during the Term, as extended, and a non-exclusive access and egress license over and through the Access Areas during the Term, as extended, all on the terms and conditions set out in this Agreement.
- 2.2 **As, is.** The Licensee acknowledges that the Licensed Area is being provided on an as, is basis and that the Licensor makes no representations or warranties regarding the condition of the Licensed Area nor the fitness of the Licensed Area for the Permitted Use.
- 2.3 **Extension.** Upon the delivery of written notice from the Licensee to the Licensor not less than thirty (30) days prior to the end of the then current Term, and subject to the mutual agreement of the parties hereto, the Licensee shall be permitted to extend the Term for three (3) additional terms of one month each, all on the same terms and conditions as contained herein. It is understood that there are no further extensions after 01 November 2020 unless agreed to in writing by the Licensor.
- 2.4 **Residential Tenancy Act does not apply.** Each party acknowledges and agrees that this Agreement is an agreement which is excluded from the *Residential Tenancy Act* (British Columbia) pursuant to section 4 thereof. In the event that any court or tribunal (including the British Columbia Residential Tenancy Branch) finds that the Licensee or any occupant of any of the Licensed Area is a Licensee benefitting from the *Residential Tenancy Act* (British Columbia), then the Licensee will enter into a Mutual Agreement to End a Tenancy (#RTB-8) with the Licensor, in which the Licensee and the Licensor will agree to end the term of any such tenancy at the end of the Term, as extended

### 3. FEE AND COSTS

- 3.1 **Fee.** The Licensee acknowledges and agrees that there will be a daily fee of \$225 plus any applicable taxes in connection with this Agreement (the "**License Fee**"), payable to the Licensor in advance during the Term, as extended. The Licensee shall pay the License Fee, and the costs as set out in section 3.2, to the Licensor within 10 days of receipt of an invoice for same from the Licensor, which invoice shall be presented to the Licensee for the first month of the Term on or before the Commencement Date, and for any subsequent months of the Term invoices will be presented on the first day of each month. The Licensor agrees to provide details for a bank account in its name to permit payment of the License Fee and the costs in section 3.2 by way of direct deposit to the account of the Licensor.
- 3.2 **Costs** Save and except for the Licensor's legal and professional fees and costs, the Licensee acknowledges and agrees that it will be responsible for payment of property taxes and all costs, charges, expenses or outlays (including applicable taxes) directly connected with its use of the License Area and the Access Routes pursuant to the terms of this Agreement during the Term, as extended, and except as set out above, otherwise agreed to between the parties, or set out herein, the Licensor will not be responsible for any costs, charges, expenses or outlays directly connected with the Licensee's use of the License Area and the Access Routes pursuant to the terms of this Agreement during the Term, as extended. Without limiting the generality of the foregoing, the Licensee agrees that it will be responsible for payment of all utilities, including but not limited to, water, gas, and electricity, and for garbage and recycling collection services provided to the Facility. The Licensee will arrange for accounts for electricity and natural gas to be opened in its own name on or prior to the Commencement Date. The Licensee agrees to pay for the Licensor's insurance costs for the Facility and the Lands, and any increases to same, subject to review and approval of the Licensor's policy of insurance, and any changes thereto during the Term. The costs of perimeter fencing around the Facility will be paid by the Licensee. All costs payable by the Licensee will be subject to a 5% management fee payable to the Licensor. Prior to the Commencement Date the Licensor will provide an estimate of costs and the Licensee will pay the monthly amount of such costs in accordance with the same terms set out in section 3.1. At the end of the Term the Licensor will provide a reconciliation of all costs paid pursuant to this section and the parties agree to make additional payment or issue a refund, as the case may require, within two (2) months of the reconciliation being provided.

### 4. USE

- 4.1 **Permitted Uses.** During the Term, as extended, the Licensee will use the Licensed Area for the Permitted Use.
- 4.2 **Operation.** The Licensor acknowledges and agrees that although the Licensee is the named Licensee hereunder, the Licensee may engage Interior Health and/or a non-profit operator selected by the Licensee to manage the use of Licensed Area by Guests during the Term, as extended.

## 5. COVENANTS OF THE LICENSOR

- 5.1 **Quiet Enjoyment.** The Licensor covenants and agrees that if the Licensee observes and performs its obligations under this Agreement, Guests will be entitled during the Term, as extended, to peaceably hold and enjoy the Licensed Area without interference or interruption by the Licensor or any person claiming under the Licensor. The Licensee covenants and agrees the Licensor's property manager, architect, and engineering consultants will be provided with reasonable or emergency access to the Facilities.
- 5.2 **Confidentiality.** During the Term, as extended, and thereafter the Licensor shall keep all information received from the Licensee in connection with this Agreement, including the terms hereof, strictly confidential and shall not disclose same unless so directed by the Licensee, or unless the Licensor is required by law to disclose, or discloses same to its legal advisers or representatives, including disclosure required as a result of any legal dispute arising with Licensee as a result of this Agreement.

## 6. COVENANTS OF THE LICENSEE

- 6.1 The Licensee will, at its sole cost, comply with all laws applicable to the Licensed Area and the Facility. The Licensee will obtain all necessary permits required by any applicable government authority for its operations at the Licensed Area, at its sole cost. Any modifications, alterations or changes to the Licensed Area or the Facility which are required by any governmental authorities will be made by the Licensee, at its sole cost, and will be carried out in a timely and professional manner.
- 6.2 The Licensee will ensure that experienced staff, in adequate numbers, or the staff of its non-profit operator partner, are on site at the Licensed Area at all times to provide supervision and support of Guests. The Licensee will make commercially reasonable efforts to ensure that the Guests do not disrupt owners and occupiers of neighbouring properties, which commercially responsible steps will include the hiring of security personnel if necessary.
- 6.3 At the end, or earlier termination, of the Term, the Licensee will remove from the Licensed Area any tenant's fixtures or improvements made by the Licensee during the Term, unless directed in writing by the Licensor to leave certain tenant's fixtures or improvements.

## 7. INSURANCE

- 7.1 **Provision and Maintenance of Licensor's Policy.** On or prior to the Commencement Date the Licensor will provide the Licensee with a copy of its insurance policy for the Facility and the Lands, which policy will be subject to approval by the Licensee to determine if the costs of said insurance are commercially reasonable, and the Licensor will maintain its insurance throughout the Term, as extended. Should the Licensor, or its insurer, require changes to the Licensor's insurance policy, or should premiums be increased during the Term, as extended, the Licensee will agree to pay for the costs of

such changes or increased premiums subject to the Licensee reviewing such proposed changes.

The Licensee acknowledges that it is aware that the Licensor's insurance policy does not cover any claims in any way caused or resulting from: Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), any mutation or variation of SARS-CoV-2, or any fear or threat of the preceding.

- 7.2 **Licensee to Insure Use.** The Licensor acknowledges that the Licensee will insure all or part of its risks in connection with this Agreement under its self insurance program, including risks associated with Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), any mutation or variation of SARS-CoV-2, and will be under no obligation to have in place additional insurance during the Term, as extend.

## 8. INDEMNITY

- 8.1 **Licensee Indemnity.** Save and except for when the same is caused by the negligence or wilful acts of the Licensor's officers, directors, employees, agents, contractors and subcontractors and anyone else for whom the Licensor is responsible at law (collectively, the "**Licensor Parties**"), the Licensee shall indemnify and save harmless the Licensor from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and own client basis) which the Licensor may sustain, incur, or be put to by reason of or arising out of any act or omission of the Licensee or any persons for whom the Licensee is, at law, responsible, or from the use or occupation of the Licensed Area and/or the Lands, in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Licensee or any persons for whom the Licensee is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or at common law or any of the covenants, agreements, terms, conditions, and provisos contained in this Agreement to be observed and performed by the Licensee, and such liability to indemnify and save harmless shall survive any termination of this Agreement and the expiry of the Term or any renewal thereof, anything in this Agreement to the contrary notwithstanding.
- 8.2 **Licensor Indemnity.** Save and except for when the same is caused by the negligence or wilful acts of the Licensee's officers, directors, employees, agents, contractors and subcontractors and anyone else for whom the Licensee is responsible at law (collectively, the "**Licensee Parties**") the Licensor agrees to indemnify and hold the Licensee Parties forever harmless from, and against, any and all liability or claim of liability that the Licensee Parties may incur or accrue for any personal injury or property damage that occurs as a result of the negligence or wilful acts of the Licensor Parties or any breach by the Licensor of its covenants and obligations hereunder.



## 9. DAMAGE

- 9.1 The Licensee covenants and agrees to repair and make good any damage caused to the Licensed Area by the Licensee, its non-profit operator, or by Guests during the Term to a condition as close as possible to the condition that such damaged portions of the Licensed Area were in prior to the Commencement Date. Prior to making any repairs, as hereinafter provided, the Licensee shall, in coordination with the Licensor's property manager, make a reasonable estimate of the damages to be repaired, and at the Licensor's sole option, the Licensor shall either allow the repairs to be carried out promptly by the Licensee or, if the Licensor so chooses, the Licensee shall pay to the Licensor an amount equal to the total cost of the repairs within two (2) months of the determination of such cost and the Licensor shall carry out the repairs itself. The Licensor shall provide the Licensee with video and photographs of the Licensed Area taken immediately prior to the Licensee's occupation of the Licensed Area and the said video and the photographs shall serve as a benchmark when determining any damage caused to the Licensed Area by the Licensee or the Guests.
- 9.2 At the end of the Term, as extended, the Licensee will thoroughly clean, disinfect, and sanitize the Licensed Area, all in accordance with, and to the standards required by Interior Health.

## 10. TERMINATION

- 10.1 Notwithstanding any other provision of this Agreement, the Licensee shall have the right to terminate this Agreement after July 31, 2020 upon the provision of not less than fourteen (14) days' written notice to the Licensor (the "Notice"), and if the Licensee delivers the Notice to the Licensor this Agreement will terminate on the date set out in the Notice, following which date this Agreement shall terminate and neither the Licensee or the Licensor will have any obligations to their counterpart hereunder, save and except for the Licensor's confidentiality obligation, the Licensee's obligation to pay unpaid fees and costs to the date of the termination, the repair obligations of the Licensee and the indemnity provisions of each of the parties hereunder.

## 11. END OF TERM

- 11.1 The Licensee shall, at the expiration or sooner determination of the Term, forthwith peacefully surrender and yield up unto the Licensor the Licensed Area and its appurtenances, together with all fixtures or improvements which at any time during the Term shall be made therein or thereon; and shall deliver to the Licensor all keys to the Facility which the Licensor has in its possession.

## 12. GENERAL PROVISIONS

- 12.1 Time. Time is of the essence of this Agreement.
- 12.2 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein.
- 12.3 Construction. The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to

govern, limit, or aid in the construction of any provision contained in this Agreement. In all cases, the language in this Agreement will be construed simply, according to its fair meaning, and not strictly for or against either party.

- 12.4 **No Waiver.** Neither party will be deemed to have waived the exercise of any right under this Agreement unless such waiver is in writing. Failure by either party to exercise any of its rights, powers or remedies hereunder, or its delay in doing so, shall not constitute a waiver of those rights, powers or remedies.
- 12.5 **Relationship.** Nothing in this Agreement will create any relationship between the Licensor and Licensee except that of Licensor and Licensee.
- 12.6 **Notices.** Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or faxed and addressed to the other party as follows:

to the Licensor: Pentictonia Holdings Ltd. C/O ReMax Penticton Realty 101-3115 Skaha Lake Road, Penticton , BC, V2A 6G5

Attention: Jim McKillop / Property Manager  
 Phone: Direct: 250-462-8464 ; Office: 250-492-2266  
 Email: [jim.mckillop@gmail.com](mailto:jim.mckillop@gmail.com) and Cc to  
[westgate@telus.net](mailto:westgate@telus.net)

to the Licensee:

Provincial Rental Housing Corporation  
 1701 – 4555 Kingsway  
 Burnaby B.C. V5H 4V8  
 Attention: Patrick Murphy, Director, Real Estate Services  
 Phone: 604-439-4710  
 Email: [pmurphy@bchousing.org](mailto:pmurphy@bchousing.org)

or at such other address or fax number as such party may specify in writing to the other party. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal.

- 12.7 **Overholding.** If the Licensee remains in possession of the Licensed Area after the expiry of the Term, or if any Guests remain in the Licensed Area, the Licensee will be deemed to be occupying the Licensed Area on a month to month license and the provisions of this Agreement will continue to bind the Licensor and the Licensee, during the overholding period, to the extent that they apply to a month to month license, except that the license fee payable by the Licensee pursuant to section 3.1 will be doubled during any overholding period. The Licensee acknowledges that the Licensor has advised the Licensee that the Licensor has applied to the City of Penticton for a development permit to develop the Lands and if a building permit has been issued to the Licensor by the end of the Term, as extended, then any overholding period could cause substantial costs to the Licensor.

- 12.8 **Enuring effect.** This Agreement will enure to the benefit of and be binding upon the successors and assigns of the Licensor and the successors and permitted assigns of the Licensee.
- 12.9 **Modification or Amendment.** Except as expressly provided in this Agreement no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by the Licensor and the Licensee.
- 12.10 **Further Assurances.** The parties will forthwith from time to time execute and do or cause to be executed and done all further deeds, documents, acts and things which in the reasonable opinion of the legal advisors of the Licensor or Licensee are necessary or advisable for the clarification or performance of the terms and conditions of this Agreement.
- 12.11 **Counterparts.** This Agreement may be executed and delivered by the parties in one or more counterparts, each of which when so executed will be deemed to be an original, and each of which may be delivered by facsimile, email or other functionally equivalent electronic means of transmission, and such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Licensor and Licensee have executed this Agreement as of the dates set forth below.

PENTICTONIA HOLDINGS LTD.

Per: Bobby NIA  
(Authorized Signatory)

BOBBY NIA - President  
(Name & Title)

Date: May 05, 2020

PROVINCIAL RENTAL HOUSING CORPORATION

Per: [Signature]  
(Authorized Signatory)

Patrick Murphy  
(Name & Title) Director of Real Estate Services  
Development and Asset Strategies

Date: May 5, 2020



THIS IS **EXHIBIT "D"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.

A handwritten signature in black ink, appearing to be 'R. J. L.', written over a horizontal line.

A Commissioner/Notary Public for the  
Province of British Columbia.

# FACILITY LICENSE AMENDMENT

THIS AMENDMENT dated as of the 24<sup>th</sup> day of July, 2020.

BETWEEN: PENTICTONIA HOLDINGS LTD.  
(the "Licensor")

AND:

PROVINCIAL RENTAL HOUSING CORPORATION  
(the "Licensee")

## WHEREAS:

A. By a facility license agreement (the "Agreement") dated for reference May 1st, 2020 between the Licensor and the Licensee, the Licensor agreed to license the Licensed area to the Licensee within the lands and premises located at 352 Winnipeg Street, Penticton, as more particularly described in the Agreement;

B. The Licensor and the Licensee have agreed to enter into this amendment of Agreement (the "Amendment") to evidence the extension and modification of terms of the Agreement;

C. The documents recited in A, and B are hereinafter referred to as the "Agreement" and the "Amendment".

**NOW THEREFORE** in consideration of the license and other good and valuable consideration exchanged between the parties (the receipt and sufficiency of which is hereby acknowledged and will not be denied by the parties hereto), the Licensor and the Licensee hereby covenant and agree each with the other as follows:

1) The recitals to the Amendment are true and correct in substance and in fact. Capitalized terms used in this Amendment and not defined herein will have the same meaning as set out in the Agreement.

2) The Agreement is hereby amended as follows:

a) Section 1.1(h) of the Agreement is amended such that the Term is ten (10) months and twenty eight (28) days. For clarity, the early termination clause in section 1.1(h) is deleted and the term continues until 31 March 2021 and ends on 31 March 2021 unless the parties mutually agree to extend the term further.

b) Section 2.3 of the Agreement is deleted in its entirety and replaced by the following:

**2.3 Extension.** Upon the delivery of written notice from the Licensee to the Licensor not less than thirty (30) days prior to the end of the then current Term, the Licensee shall be permitted to extend the Term if the Licensor agrees, all on the same terms and conditions as contained herein. It is understood that there are no further extensions after 31 March 2021 unless agreed to in writing by the Licensor.

- 2 -

- c) Termination - Section 10.1 of the Agreement is deleted in its entirety and replaced by the following:

10.1 Notwithstanding any other provision of this Agreement, upon termination of this agreement neither the Licensee or the Licensor will have any obligations to their counterpart hereunder, save and except for the Licensor's confidentiality obligation, the Licensee's obligation to pay unpaid fees and costs to the date of the termination, the repair obligations of the Licensee and the indemnity provisions of each of the parties hereunder.

3) Except as hereby expressly amended, the Agreement is hereby ratified and confirmed by the Licensor and the Licensee to the effect and with the intent that the Agreement, and the Amendment shall be read and construed as one document so that, without limiting the generality of the foregoing, all the covenants, agreements, provisions and conditions of the Agreement shall apply to this Amendment.

4) This Amendment shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns (as the case may be).

5) This Amendment may be executed and delivered by the parties in one or more counterparts, each of which when so executed will be deemed to be an original, and each of which may be delivered by facsimile, email or other functionally equivalent electronic means of transmission, and such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the date and year first above written.

**LICENSOR:**

**PENTICTONIA HOLDINGS LTD.**

Per: Bobby NIA

Name and Title: BOBBY NIA - President

**LICENSEE:**

**PROVINCIAL RENTAL HOUSING CORPORATION**

Per: Patrick Murphy

Name and Title: Director of Real Estate Services  
Development and Asset Strategies

for

**FACILITY LICENSE AMENDMENT**

**THIS AMENDMENT** dated as of the 8<sup>th</sup> day of February, 2021.

**BETWEEN:**            **PENTICTONIA HOLDINGS LTD.**

(the "Licensor")

**AND:**

**PROVINCIAL RENTAL HOUSING CORPORATION**

(the "Licensee")

**WHEREAS:**

A. By a facility license agreement (the "Agreement") dated for reference May 1st, 2020 and a Facility License Amendment dated July 24, 2020 between the Licensor and the Licensee, the Licensor agreed to license the Licensed area to the Licensee within the lands and premises located at 352 Winnipeg Street, Penticton, as more particularly described in the Agreement;

B. The Licensor and the Licensee have agreed to enter into this amendment of Agreement (the "Amendment") to evidence the extension and modification of terms of the Agreement;

C. The documents recited in A, and B are hereinafter referred to as the "Agreement" and the "Amendment".

**NOW THEREFORE** in consideration of the license and other good and valuable consideration exchanged between the parties (the receipt and sufficiency of which is hereby acknowledged and will not be denied by the parties hereto), the Licensor and the Licensee hereby covenant and agree each with the other as follows:

- 1) The recitals to the Amendment are true and correct in substance and in fact. Capitalized terms used in this Amendment and not defined herein will have the same meaning as set out in the Agreement.
- 2) The Agreement is hereby amended as follows:
  - a) Section 1.1(h) of the Agreement is amended such that the Term is twenty two (22) months and twenty eight (28) days. For clarity, the early termination clause in section 1.1(h) is deleted and the term continues until 31 March 2022 and ends on 31 March 2022 unless the parties mutually agree to extend the term further.
  - b) Section 3.1 of the Agreement is amended such that the License Fee is two hundred fifty dollars (\$250.00) per day, plus any applicable taxes.
- 3) Except as hereby expressly amended, the Agreement is hereby ratified and confirmed by the Licensor and the Licensee to the effect and with the intent that the Agreement, and the Amendment shall be read and construed as one document so that, without limiting the generality

Two handwritten signatures, one in blue ink and one in black ink, are placed within a rectangular box at the bottom right of the document.



- 2 -

of the foregoing, all the covenants, agreements, provisions and conditions of the Agreement shall apply to this Amendment.

4) This Amendment shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns (as the case may be).

5) This Amendment may be executed and delivered by the parties in one or more counterparts, each of which when so executed will be deemed to be an original, and each of which may be delivered by facsimile, email or other functionally equivalent electronic means of transmission, and such counterparts together will constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as of the date and year first above written.

**LICENSOR:**

**PENTICTONIA HOLDINGS LTD.**

Per: Bobby Nia

Name and Title: BOBBY NIA - President

**LICENSEE:**

**PROVINCIAL RENTAL HOUSING CORPORATION**

Per: Patrick Murphy

Name and Title: Patrick Murphy, Director, Real Estate

Patrick Murphy Bn

THIS IS **EXHIBIT "E"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.

**Kristy Wong**

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**From:** Nanette Drobot <NDrobot@bchousing.org>  
**Sent:** July 27, 2020 1:30 PM  
**To:** Adam Goodwin; Danna Locke; Murray Langdon; Matthew Camirand; Matthew Brodie; Adam Romagnoli; Blake Laven  
**Subject:** RE: Shielings Motel

Thank you Adam for the call as well as for the links to the recommendations from the committee.

I do note that in addition to the extra security required and the CPTED, etc., the committee recommends writing letters to a variety of stakeholders including the Minister, BCH, etc. "outlining the City of Penticton's expectations of PDSCL to address the many concerns being brought to Council regarding the Compass Court property." I'm hoping to see the details of those concerns as this falls squarely into operations and we want to make sure we are ahead of this and can respond effectively and support PDSCL as much as we can.

One of the items we talked about Blake that we need to continue discussing is the Victory Church. As you know, this is currently a COVID specific site and will be activated in the event there is an outbreak. It is currently being operated as a part time hygiene centre with pods fully assembled in the building. Currently, we don't have any options for temporary winter shelter given that Compass House is full and due to physical distancing guidelines under COVID-19, we have no capacity to put any more beds at Compass House this winter. Ordinarily, we are able to put 25-30 beds there. This will be a significant impact on the community.

That only leaves us with Victory Church unless there are other municipal facilities or other sites that you can point us to. Think we should be discussing what the process around TUP might look like, timing, etc. and if this isn't an option, we need to look at alternate sites.

If you could offer up some times/dates in the next week so we can coordinate a meeting, I would really appreciate it.

Thanks,



**BC HOUSING**

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Nanette Drobot | A/Regional Director | Operations - Interior Region  
 Direct Line: 250.487.2524 | Mobile: 250.490.6621 | [ndrobot@bchousing.org](mailto:ndrobot@bchousing.org) | [www.bchousing.org](http://www.bchousing.org)  
 451 Winnipeg Street, Penticton, BC V2A 5M6

**The information contained in this email is confidential. If you receive this email in error, please advise the sender and delete the email immediately.**

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**From:** Adam Goodwin  
**Sent:** July 23, 2020 10:31 AM  
**To:** Nanette Drobot ; Danna Locke ; Murray Langdon ; Matthew Camirand ; Matthew Brodie ; Adam Romagnoli ; Blake Laven  
**Subject:** RE: Shielings Motel

Hi Nanette:

Thanks for pulling together today's meeting. The two items:

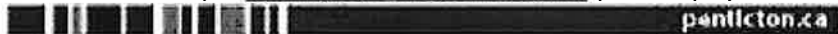
- Recommendations from the committee made on July 20, 2020 to City Council (considered and unanimously approved on July 21, 2020): p. 30 of the pdf <https://www.penticton.ca/sites/default/files/uploads/meetings/agendas/2020-07-21%20Regular%20Agenda%20Package%20-%20amended.pdf>
- August 2017 Council Report: p. 181 of the pdf <https://www.penticton.ca/sites/default/files/uploads/meetings/agendas/2017-08-01%20Regular%20Agenda%20Package.pdf>

Thank you,

Adam Goodwin

City of Penticton | 171 Main Street | Penticton, BC | V2A 5A9

c: 250.328.8872 | e: [adam.goodwin@penticton.ca](mailto:adam.goodwin@penticton.ca) | t: @cityofpenticton



-----Original Appointment-----

**From:** Nanette Drobot [<mailto:NDrobot@bchousing.org>]

**Sent:** July-13-20 3:17 PM

**To:** Nanette Drobot; Danna Locke; Murray Langdon; Matthew Camirand; Matthew Brodie; Adam Romagnoli; Adam Goodwin; Blake Laven

**Subject:** Shielings Motel

**When:** July-23-20 9:00 AM-10:00 AM (UTC-08:00) Pacific Time (US & Canada).

**Where:** Teleconference: 1-877-385-4099, Participant Code: 9236801#

Webex meeting

Join by phone

■ Dial-in Phone Number:

■ Vancouver: 604-899-2339

■ Toll-Free (Canada & USA): 877-385-4099

■ Participant Access Code: 9236801#

THIS IS **EXHIBIT "F"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a long horizontal stroke.

---

A Commissioner/Notary Public for the  
Province of British Columbia.

**Kristy Wong**

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**From:** Blake Laven  
**Sent:** August 11, 2020 12:00 PM  
**To:** 'Adam Romagnoli'; 'croepcke@bchousing.org'  
**Cc:** Adam Goodwin; Audrey Tanguay; Marc Vere; Nanette Drobot  
**Subject:** Emergency Weather Shelter Winter 2020-2021

Hi Adam / Cheryl – Thanks for the meeting today.

As promised, here is a link to the Temporary Use Permit application and associated paperwork:

- Application: <https://www.penticton.ca/sites/default/files/docs/business-and-building/planning-reports/Temporary%20Use%20Permit%20Application.pdf>
- Checklist: <https://www.penticton.ca/sites/default/files/docs/business-and-building/planning-reports/Temporary%20Use%20Permit%20Application%20Checklist.pdf>
- Agency Agreement (to be signed by owner: <https://www.penticton.ca/sites/default/files/docs/business-and-building/planning-reports/Agency%20Agreement%20Development%20Applications.pdf>)

In your letter of intent the more information that you can provide about the operator, the security intended, communication strategy and other measures to mitigate neighbourhood nuisance is better. While a Temporary Use Permit can be good for three years, my preference is to just apply for the period required (Oct – April).

I have cc'ed Marc Vere on this email, who may have some initial comments on what his Department requires. Audrey Tanguay is also included as her Department will process the application.

As mentioned, the sooner you can get an application in to us the quicker we can get this in front of Council. I will be giving Council a social housing update on August 18<sup>th</sup> and will *plant this seed* as well to gauge their initial reaction.

Stay tuned!

Thank you,  
 Blake

Blake Laven, RPP, MCIP  
 Director of Development Services  
 City of Penticton | 171 Main Street | Penticton, BC | V2A 5A9  
 p: 250.490.2528 | c: 250.328.4967 | e: [blake.laven@penticton.ca](mailto:blake.laven@penticton.ca)

City Hall is open to the public from 9am to 12pm (noon); however, arranging appointments with Development Services staff is highly recommended. For more information contact Development Services at 250 490 2501 or [development@penticton.ca](mailto:development@penticton.ca).

For information related to all City COVID-19 operations, please go to <https://www.penticton.ca/covid19contact>



THIS IS **EXHIBIT "G"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



# Temporary Use Permit Application

Planning Department-Development Services Division  
171 Main St. | Penticton B.C. | V2A 5A9  
P: (250) 490-2501 | E: planning@pentiction.ca

064

pentiction.ca

Effective: March 1, 2020

Application(s) #	TUP PL2020-8834		
Master Project #	PRJ20-101	Date Received:	SEPT 2, 2020
Application Category: (Check all that apply)			Fees
<input checked="" type="checkbox"/> Temporary Use Permit (\$800)			\$ 800.00
<input type="checkbox"/> Temporary Use Permit Renewal (\$400)			\$
<input type="checkbox"/> Title Search (\$21 per property)	# of Searches: 1		\$ 21.00
	Total Fees		\$ 821.00
Applicant Information (Property Owner or Agent**)			**See Agency Agreement
Name(s): Adam Romagnoli, ASCT		Phone: 250-770-5200	
Company: BC Housing Management Commission		Cell: 250-360-6695	
Mailing Address: 451 Winnipeg St. Penticton BC		Email: aromagnoli@bchousing.org	
Property Owner(s) Information (From Current Title Search)			
Name(s): Bobby Nia		Phone: 604-922-3953	
Company: Pentictionia Holdings Ltd.		Cell:	
Address: 1127 Keith Rd. West Vancouver, BC V7T 1M7		Email: westgate@telus.net	
Property Information (Please submit a separate page if more than three properties are being developed)			
Civic Address and Legal Description/PID: PID: 018-287-391 LOT A DISTRICT 4 GROUP 7 SIMILKAMEEN DIVISION YALE (FORMERLY YALE-LYTTON) DISTRICT PLAN KAP49367 187			
Civic Address and Legal Description/PID:			
Civic Address and Legal Description/PID:			



Please provide a brief description of your proposed development.

If approved, the 352 Winnipeg capacity expansion shelter would provide much needed beds that would be available to those in Penticton experiencing homelessness. The shelter would be operational between October 2020, and March 31, 2021. The interior of the building has been designed to provide areas of isolation and potential shelter overflow needs. The site can also support the needs of the winter shelter and still provide space for those needing to isolate. PDSCL is prepared to continue to operate the winter shelter in the Victory Church location, with meals being delivered from Compass House, as well as continuing to operate the year-round shelter at Compass House. Staffing will be 24 hours a day.

Interior Health has committed to providing daytime in-reach supports to Victory Church. This would include, prescriptions filled and delivered to site, outreach, overdose prevention and primary care supports, as well as ongoing case management for those connected with mental health and substance use services through IH.

Please see enclosed letter of intent for more detailed information about this proposed temporary use.

#### Coordinating Professionals:

List any professionals known to date (such as an Architect, Engineer, etc). Use additional sheet if necessary.

Name: TBD at this time	Phone:
Company:	Cell:
Address:	Email:
Name:	Phone:
Company:	Cell:
Address:	Email:

#### Applicant/Agent Confirmation

As applicant, I confirm that I have attached to this application the required plans and specifications of the proposed development in accordance with the application checklist. I accept responsibility for processing delays caused by incorrect or insufficient submission materials. I understand that this application form is a public document and that any and all information contained in it, excluding personal information as that term is defined in the *Freedom of Information and Protection of Privacy Act*, is open for inspection by the public and may be reproduced and distributed to the public as part of a report(s) to Council or for purposes of a public hearing. And, I understand that approval is subject to Staff and Council deliberation and assessment

Adam Romagnoli



Sept. 2, 2020

Print Name

Signature

Date

#### For Office Use

Cheque / Debit / Cash Online

Amount: \$821

Received By:

Name/Address:

Sept 15/20: Auth #468476693



# Temporary Use Permit Application-Checklist

Planning Department-Development Services Division

171 Main St. | Penticton B.C. | V2A 5A9

P: (250) 490-2501 | E: [planning@penticton.ca](mailto:planning@penticton.ca)

**penticton.ca**

Effective: March 1, 2020

The following list outlines all of the information necessary to provide a timely decision on your application.

*All items on the list must be provided with the application.*

*We are unable to accept applications that do not have all of the required items*

Applicant		Staff
<input type="checkbox"/>	Completed Application Form	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Agency Agreement <i>This form is required if the owner is not the applicant.</i>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Current Title (Required for each property) <ul style="list-style-type: none"> <li>Searched within 30 days.</li> <li>Include current copies of any restrictive covenants, easements or utility rights-of way</li> </ul>	<input type="checkbox"/>
<input type="checkbox"/>	City to pull Current Title(s)	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Plans <ul style="list-style-type: none"> <li>All plans must be in metric, be clearly legible, show all property lines and dimensions and include a scale and Zoning Bylaw Compliance Table.</li> </ul>	n/a
<input type="checkbox"/>	Paper Copy <ul style="list-style-type: none"> <li>1 copy to be submitted with application</li> </ul>	<input type="checkbox"/>
<input type="checkbox"/>	Digital Plans <ul style="list-style-type: none"> <li>Email <a href="mailto:planning@penticton.ca">planning@penticton.ca</a>.</li> <li>Include the civic address and Type of Application in the subject line.</li> </ul>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Intent <ul style="list-style-type: none"> <li>Include information that you would like staff and Council to consider when reviewing your proposal.</li> <li>Outline your project.</li> <li>What are the impacts on the neighboring properties as a result of your development application?</li> <li>What is being done to minimize negative impacts on the neighboring properties?</li> <li>What makes the development a positive contribution to the community?</li> </ul> <p><i>Please be advised that your letter of intent may form part of the report to Council and personal information (i.e. phone numbers, personal address) should be omitted.</i></p>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Application Fee Applicant invoiced Sept 3/20	<input type="checkbox"/>
Initial		HM Initial

THIS IS **EXHIBIT "H"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



# Agency Agreement Development Applications

Planning Department – Development Services  
171 Main St. | Penticton B.C. | V2A 5A9 | P: (250) 490-2501 | E: [planning@penticton.ca](mailto:planning@penticton.ca)

**penticton.ca**

Effective Date: January 1, 2019

## SUBJECT PROPERTY(IES)

352 Winnipeg St. Penticton BC - Related to Temporary Use Permit - October to June Emergency Winter Shelter

## PID(s) & LEGAL DESCRIPTION(S)

PID: 018-287-391 LOT A DISTRICT 4 GROUP 7 SIMILKAMEEN DIVISION YALE (FORMERLY YALE-LYTTON)  
DISTRICT PLAN KAP49367

## AGENT'S NAME (& COMPANY NAME)

## MAILING ADDRESS

Adam Romagnoli, ASCT - BC Housing

451 Winnipeg St. Penticton BC

I/We, the **Registered Owner(s)** of the subject property(ies) identified above, hereby appoint the person(s), identified above, as my/our agent with authority to apply, discuss and endorse on my/our behalf development applications and/or documents (other than documents to be registered in the Land Title Office) pertaining to the subject property(ies) and to represent me/us in all discussions with the City of Penticton and its employees regarding the application(s).

The above agent(s) shall be authorized to act on my behalf on the application(s) below. **Initial All That Apply**

APPLICATION	INITIAL	APPLICATION	INITIAL
ALR Applications		Phased Strata Subdivision Application	
Board of Variance Application		Rezoning Application	
Cannabis Retail Store Application		Sign Permit Application	
Development Permit Application		Strata Conversion Application	
Development Variance Application		Subdivision Permit Application	
OCP Amendment Application		Temporary Use Permit Application	✓ <i>BR</i>

- Correspondence in relation to the above-noted applications will be sent to the Agent(s) indicated above.
- As registered owner of the property, please cc me on all correspondence: ☐ Yes ☒ No
- I/we further understand that this authorization will remain in full force and effect until the application is completed OR until I/we notify the City of Penticton in writing that it has been revoked.

## Signature(s) of Registered Owner(s) or Signing Officer(s):

(All registered owners must sign the Agency Agreement. Please submit a separate page if more signatures are required.)

*Pentictonia Holdings Ltd*

Please Print Name

Per: *BOBBY NIA (Director)*

Please Print Name

Signature

Signature

Signature

Date

Date

Date

*18 August 2020*

THIS IS **EXHIBIT "I"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.

## **LETTER OF INTENT**

**by**

**BC Housing Management Commission (BC Housing)**

**Regarding the Temporary use of the Victory Church at 352 Winnipeg Street as a means of temporary shelter in the City of Penticton for vulnerable persons who are Homeless.**

### **Intent**

BC Housing (BCH) and its non-profit partner, Penticton and District Society for Community Living (PDSCL), wish to utilize the Victory Church at 352 Winnipeg Street in Penticton as a temporary capacity expansion shelter in response to the ongoing COVID-19 pandemic.

### **Background: COVID-19 Response**

In spring of 2020, after exploring potential sites in Penticton suitable for a COVID-19 Isolation Emergency Response Centre (ERC), the Victory Church was leased through a private owner. In preparation for the location's COVID-19 intended use, BC Housing and our partners undertook engagement with the community.

That site has the ability to isolate any community members that would be unable to isolate themselves should they be required to do so. The location has the potential to isolate up to 70 individuals using three separate rooms, and sleeping "pods" purchased by BCH that provide a bed and nightstand, as well as partition walls that provide a degree of privacy for the user. Portable showers and additional washrooms have been brought in and installed outside of the building, and privacy fencing surrounds the entire area.

While the upstairs was developed onto an Emergency Response Centre, a parallel COVID-19 response effort has been made on the ground floor, which has been renovated into a one-stop drop-in centre that promotes enhanced hygiene. This Hygiene Centre allows for use of the portable toilets and showers, as well as laundry facilities and hygiene products. Both the design and implementation of the ERC and Hygiene centre are the results of a strategic planning group involving Interior Health and their Vulnerable Populations team, BC Housing, the City of Penticton, PDSCL, SOSBIS and other various non-profit partners in Penticton. The Hygiene Centre has been operating well for several months and has been positively received by the community.

A third response in Penticton has been to have a number of motel rooms on hand for those who have no ability to isolate if need be, but could do so safely with little staff support. While these rooms were fully utilized in the early days of the response, most of those individuals using them have since been housed, leaving those rooms in check for any emergent COVID related need.

To date, there has not been a need to open the ERC portion of the Victory Church. If and when a community member with no ability to isolate tests positive, or if multiple individuals are required to isolate while awaiting test results, and these individuals will require on site, 24 hour a day staff support, the Victory Church ERC can be operationalized within hours.

### **Background: Current Shelter Operations**

In the summer months, the Compass House Shelter is funded by BC Housing to provide up to 30 beds for those experiencing homelessness. In the winter months, between November 1 and March 31, BC Housing provides funding for an additional 25 beds, operating a total of 55 beds. Current Compass House shelter capacity while observing Health Authority personal distancing guidelines is 30 individuals. Those COVID-19 guidelines will be in place throughout the 2020/2021 winter shelter season, and as such an additional shelter site for Penticton is critical.

Compass House also provides access to health services for residents, including access to substance use addiction and mental health referrals and other social supports. Opioid overdose prevention services and supplies are also provided.

### **Intent: Temporary Capacity Expansion Shelter (TCES)**

If approved, the Victory Church capacity expansion shelter would provide much needed beds that would be available to those in Penticton experiencing homelessness. The shelter would be operational between October 2020, and March 31, 2021.

The interior of the building has been designed to provide areas of isolation and potential shelter overflow needs. The site can also support the needs of the winter shelter and still provide space for those needing to isolate. PDSCL is prepared to continue to operate the winter shelter in the Victory Church location, with meals being delivered from Compass House, as well as continuing to operate the year-round shelter at Compass House. Staffing will be 24 hours a day. Interior Health has committed to providing daytime in-reach supports to Victory Church. This would include, prescriptions filled and delivered to site, outreach, overdose prevention and primary care supports, as well as ongoing case management for those connected with mental health and substance use services through IH.

Shelter guests will be provided with the same services that are available at Compass House, and those needing to isolate will have their needs met and get the care they require in order to isolate in place, and not risk the health and safety of the community of Penticton. BC Housing has provided isolation “pods” for both shelter guests and those needing to isolate. Additional hygiene facilities are on site and fenced in for privacy. The additional shelter capacity will provide us with an opportunity to extend health and safety services to a greater number of vulnerable Penticton residents.

This shelter overflow use will be a temporary measure to promote public health and safety. BC Housing and PDSCL will have 24-hour staffing and local residents will have contact information that provides a direct line to the manager of the site for any questions and concerns they may have. Camera systems and access control to the site have been installed, and 24 hour a day, 7 days a week, private security will be provided.

Public health and safety is a top priority at BC Housing. We know there will be community questions about this change in intended use for the location, and we’re committed to ensure an open and

responsive dialogue with our community, both now and on an ongoing basis. Should issues arise, we will work closely and proactively with our community partners to both communicate with the community, and swiftly address their questions or concerns.

Thank you for your consideration,

Matthew Camirand

Supportive Housing Advisor

BC Housing, Interior Region

2020-08-31



THIS IS **EXHIBIT "J"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



## BC Society Summary

For

### PENTICTON AND DISTRICT SOCIETY FOR COMMUNITY LIVING

Date and Time of Search: June 28, 2021 01:44 PM Pacific Time

Currency Date: June 11, 2021

#### ACTIVE

Incorporation Number:	S0005352	Business Number:	11909 0686 BC0001
Name of Society:	PENTICTON AND DISTRICT SOCIETY FOR COMMUNITY LIVING		
Incorporation Date:	Incorporated on February 19, 1958		
Last Annual Report Filed:	2020		
Last Annual General	June 3, 2020	Number of Directors:	6
In Liquidation:	No		
Member Funded Society:	No		

#### SOCIETY NAME INFORMATION

Previous Name	Date of Name
THE PENTICTON AND DISTRICT SOCIETY FOR THE MENTALLY HANDICAPPED	July 26, 1995

#### REGISTERED OFFICE ADDRESS INFORMATION

Delivery Address:	Mailing Address:
180 INDUSTRIAL AVENUE WEST PENTICTON BC V2A 6X9	180 INDUSTRIAL AVENUE WEST PENTICTON BC V2A 6X9

#### DIRECTOR INFORMATION

Last Name, First Name Middle Name:

HESLEGRAVE, GAYLE

Delivery Address:

1556 A CEDAR ST  
PO BOX 638  
OKANAGAN FALLS BC V0H 1R0

Last Name, First Name Middle Name:

KIRNER, LUCIE

Delivery Address:

58 GRANBY PLACE  
NARAMATA BC V2A 2Z4

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**Last Name, First Name Middle Name:**

MAXWELL, DOUG

**Delivery Address:**

381 NORTON ST  
PENTICTON BC V2A 4H9

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**Last Name, First Name Middle Name:**

NEWTON, MARGOT

**Delivery Address:**

276 CONKLIN AVE  
PENTICTON BC V2A 2T2

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**Last Name, First Name Middle Name:**

PERRY, WILMA

**Delivery Address:**

1487 DUNCAN AVE EAST  
PENTICTON BC V2A 2X5

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**Last Name, First Name Middle Name:**

SMITH, RON

**Delivery Address:**

10102 BEAVIS PL  
RR 0002  
SUMMERLAND BC V0H 1Z2

07  
6

THIS IS **EXHIBIT "K"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



**SERVICE AGREEMENT  
FOR TEMPORARY CAPACITY EXPANSION SHELTERS IN RESPONSE TO THE COVID-19  
PANDEMIC**

THIS AGREEMENT dated for reference July 20, 2020  
BCH File # 95294-02 / 10235

BETWEEN

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**  
1701 – 4555 Kingsway, Burnaby, British Columbia, V5H 4V8  
("BC Housing")

AND

**PENTICTON AND DISTRICT SOCIETY FOR COMMUNITY LIVING**  
180 Industrial Avenue West, Penticton, British Columbia V2A 6X9  
(the "Provider")

REGARDING SERVICE PROVISION  
at Temp Capacity Expansion Shelter –Victory Church of Penticton  
352 Winnipeg Street, Penticton, British Columbia V2A 5M5

## TABLE OF CONTENTS

AGREEMENT SUMMARY .....	3
SCHEDULE A – GENERAL PROVISIONS .....	6
A. DEFINITIONS .....	6
B. RESPONSIBILITY OF THE PROVIDER .....	7
C. RESPONSIBILITY OF BC HOUSING .....	8
D. GENERAL OPERATIONS .....	8
E. LIABILITY .....	9
F. DEFAULT, DISPUTE RESOLUTION AND TERMINATION .....	10
G. GENERAL PROVISIONS AND INTERPRETATION .....	11
SCHEDULE B – FINANCIAL .....	13
A. OPERATING BUDGET .....	13
B. STAFF SCHEDULE .....	13
C. PAYMENT .....	13
D. PAYMENT PROVISIONS .....	13
E. OPERATING DEFICIT AND SURPLUS .....	13
F. FINANCIAL MANAGEMENT AND ADMINISTRATION .....	13
SCHEDULE C – MONITORING AND REPORTING .....	15
A. REGULAR REPORTING – CLIENT USAGE AND OUTCOMES .....	15
SCHEDULE D – CLIENT ELIGIBILITY .....	16
A. CLIENT ELIGIBILITY .....	16
SCHEDULE E – INSURANCE .....	17
A. INSURANCE – THE PROVIDER .....	17
SCHEDULE F – SERVICE STANDARDS .....	18
A. ESSENTIAL SERVICES STANDARDS .....	18
B. MINIMAL BARRIER SHELTER STANDARDS .....	18
C. STAFF REQUIREMENTS .....	19
D. DEVELOPMENT .....	19
SCHEDULE G – AUTHORIZATION .....	20
A. AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION .....	20

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## AGREEMENT SUMMARY

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**PART 1 PROGRAM SUMMARY**

1. Temporary Capacity Expansion Shelters (the “Temporary Capacity Expansion Shelters”) offer community based services that provide extra emergency shelter spaces as required when the health and safety of individuals experiencing Homelessness or At Risk of Homelessness is threatened. The Temporary Capacity Expansion Shelters provide Essential Services to meet the Clients’ immediate needs for overnight accommodation, basic nutrition and hygiene.
2. This initiative is designed to fund time-limited, temporary shelter spaces in communities where there is not sufficient emergency shelter bed capacity.
3. Due to the recent COVID-19 pandemic, BC Housing is working towards preventing the spread of the virus by opening Temporary Capacity Expansion Shelters to encourage Clients to stay indoors and provide Services to those in need.
4. Temporary Capacity Expansion Shelters are guided by these principles:
  - a. Core Services are accessible and Client focused.
  - b. Operations are transparent and accountable.
  - c. The service environment is welcoming, safe and secure.
  - d. Collaboration among providers to improve service effectiveness.

**PART 2 THE SHELTER**

1. In entering into this Agreement, the Provider is confirming that it is lawfully permitted to deliver the Core Services at the Shelter for the duration of the Term of this Agreement. BC Housing is entering into this Agreement in reliance upon this representation by the Provider.

**PART 3 SERVICE DESCRIPTION**

1. The Temporary Capacity Expansion Shelter Core Services include the provision of:
  - a. Essential Services that meet Clients’ immediate needs for accommodation, nutritious meals and basic hygiene.
2. The Provider will provide Services in accordance with the standards specified in *Schedule F*.
3. In addition, Temporary Capacity Expansion Shelter service providers are encouraged to engage in communication, partnerships and innovative initiatives with other providers of services to individuals experiencing homelessness to improve services available.
4. The Provider is a fully independent self-governing entity registered under the *Societies Act*. Operation of the Provider is subject to its Constatting Documents and the *Societies Act*. The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Shelter.
5. In entering this Agreement with the Provider, BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
6. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Shelter. The Provider’s board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, client management and client support, and services which specifically relate to the Shelter and its location.
7. The Provider is expected to create an environment that is supportive of the needs of the Clients and provide a sense of community within the Shelter and to that purpose may provide Client services and activities not funded by this Agreement.

**PART 4 AGREEMENT**

The parties agree as follows:

1. Term

## BC Housing– Temporary Capacity Expansion Shelters – *Agreement Summary*

- a. This Agreement will start on July 1, 2020 and end on June 30, 2021, unless earlier terminated in accordance with this Agreement.
- b. BC Housing reserves the right, at its sole discretion, to renew this Agreement upon providing thirty (30) days' written notice.
- c. Should this Agreement be renewed, the terms and conditions of this Agreement, including the process for termination as outlined in *Schedule A*, shall remain in place as agreed, except that payments for this program will be adjusted according to the review of the Operating Budget as may occur from time to time as outlined in *Schedule B*.

### 2. **Essential Services**

The Provider will:

- a. provide Temporary Capacity Expansion Shelter Services at 352 Winnipeg Street, Penticton, British Columbia V2A 5M5 for twenty-four (24) hours per day, seven (7) days per week, inclusive of all Statutory Holidays;
- b. provide up to fifty (50) emergency shelter spaces to be used by Clients starting July 1, 2020 and closing on or before June 30, 2021;
- c. provide Essential Services to the Clients, including the provision of three (3) Meals per day;
- d. refer Clients to other community-based services, as appropriate, in cases where an individual is not eligible for the service, or cannot be accommodated by the Provider; and
- e. work with staff from other community agencies, including BC Housing, to help secure Housing for Clients.

### 3. **Payments**

- a. BC Housing will provide funding to the Provider in the amount specified in *Schedule B, Part C* as negotiated by the Provider and BC Housing prior to the execution of this Agreement and as reviewed from time to time as set out in *Schedule B, Part A*.



**BC Housing– Temporary Capacity Expansion Shelters – Agreement Summary**


This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement.

**PENTICTON AND DISTRICT SOCIETY FOR COMMUNITY LIVING**

Per its authorized signatories


	August 24, 2020
Signature	Date Signed
Tony Laing, CEO	
Print Name and Title	

Signature	Date Signed
Print Name and Title	

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

Per its authorized signatories

<i>Nanette Drobot</i>	September 22, 2020
Signature	Date Signed
Nanette Drobot - A/Dir of Regional Operations	
Print Name and Title	

	Sept 30, 2020
Signature	Date Signed
Angela Cooke Vice President, Operations	
Print Name and Title	

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**SCHEDULE A – GENERAL PROVISIONS**


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**A. DEFINITIONS**

1. **At Risk of Homelessness** means individuals and families living in accommodation where tenancy will be terminated within three (3) months of application (e.g., given notice by landlord) and having no other Housing options, or living in time-limited housing designed to help them transition from Homelessness to living in a more permanent form of Housing (e.g., transitional housing or second-stage housing).
2. **Client** means individuals and families eligible for Services as set out in *Schedule D, Part A*.
3. **Commencement Date** means the first day of the Term of this Agreement, as outlined in *Agreement Summary Part 4, Clause 1.a*.
4. **Constituting Documents** means the constitution and bylaws of the Provider, together with any amendments, as registered with the appropriate registry.
5. **Coordinated Access and Assessment (CAA)** means the process to ensure that individuals experiencing Homelessness have fair and equitable access to appropriate Housing. The system provides a common assessment process, using the Vulnerability Assessment Tool (VAT), and a single point of entry for individuals experiencing Homelessness.
6. **Core Services** means the provision of Essential Services to Clients.
7. **Database** means the computer application provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
8. **Development** means the building in which Services are offered.
9. **Emergency Shelter Component** means the space or facilities in the Development used exclusively or partially for the provision of the Services.
10. **Essential Services** means the provision of safe, accessible, emergency shelter accommodation including meeting the Clients' nutrition and hygiene needs.
11. **Fiscal Year** means the Provider's Fiscal Year which will end on March 31 or as otherwise agreed by the parties.
12. **Homelessness** refers to a situation where an individual or family is not stably Housed or is living in temporary accommodation where they do not have control over the length and conditions of tenure and do not have adequate personal space. This includes living in: public spaces without legal claim (e.g., on the streets, in abandoned buildings or in tent cities); a homeless shelter, a transition house, a public facility or service (e.g., hospital, care facility, rehabilitation or treatment centre, correctional facility) and cannot return to Housing; or where they are financially, sexually, physically or emotionally exploited to maintain their shelter.
13. **Housed or Housing** is defined as accommodation allowing for tenancy of more than thirty (30) days, under conditions in which the individual/family has adequate personal space. This range includes supported, transitional housing to independent social or private market housing. This definition does not include emergency shelters or transition houses.
14. **LGBT2Q+** means an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities.
15. **Manageable Costs** are costs that the Provider, or a prudent operator of similar property and services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, maintenance and administration.
16. **Meal** means portions of food from at least three (3) of the food groups in the Eating Well with Canada's Food Guide sufficient to meet the intake requirements outlined in the Eating Well with Canada's Food Guide.
17. **Non-Manageable Costs** are costs that the Provider, or a prudent operator of similar property and services, is not reasonably expected to control or manage, including but not necessarily limited to insurance, property tax and utilities.
18. **Operating Budget** means the budget for the Services approved by BC Housing, in accordance with *Schedule B*.
19. **Operating Deficit** means the shortfall of revenue compared to expenses as dictated by the approved Operating Budget and/or approved by BC Housing.
20. **Operating Surplus** means the excess of revenue over expenses as dictated by the approved operating budget and/or approved by BC Housing.

## BC Housing – Temporary Capacity Expansion Shelters – *Schedule A*

21. **Provincial Government** means Her Majesty the Queen in Right of the Province of British Columbia.
22. **Record** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
23. **Services** means the services to be provided by the Provider to Clients as set out in the *Agreement Summary* and *Schedule F*.
24. **Support Services** may include services to maintain Housing, employment and life skills programs, medical services, addictions treatment, or mental health services among other services. While Support Services can be made available directly onsite, they are more typically provided by other agencies outside the emergency shelter.
25. **Term** means the period of time this Agreement is in effect, as defined in the *Agreement Summary, Part 4, Clause 1*
26. **Vulnerability Assessment Tool (VAT)** means the assessment tool used to measure an individual's level of vulnerability. The tool is designed for use by service providers accustomed to interacting directly with individuals experiencing Homelessness. Training is required to ensure reliable application of the tool. The results are then used by the Provider to appropriately match Clients with Housing.

### B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
  - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
  - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the Clients, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
  - a. operate as a non-profit entity;
  - b. remain in good standing with the appropriate registry;
  - c. have a purpose consistent with the principles of this Agreement;
  - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
  - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
  - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms and conditions of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement
  - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
  - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and Client management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
4. **Conflict of Interest.** The Provider will:
  - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;

## BC Housing – Temporary Capacity Expansion Shelters – *Schedule A*

- b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
  - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
- 5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement. The Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Clients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring.
- 6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.

### C. RESPONSIBILITY OF BC HOUSING

- 1. BC Housing will:
  - a. assign a BC Housing representative to act as liaison with the Provider;
  - b. provide advice and guidance to the Provider in delivering the Services to meet the objectives and provisions in this Agreement. To this end BC Housing will work cooperatively with the Provider, taking into account its operational realities and recognizing the Provider's need for adequate financial and organizational resources to meet its obligation of providing Services to Clients in need;
  - c. provide timely responses to issues raised by the Provider to ensure the Provider receives adequate support;
  - d. monitor the operation of the Services and the use by the Provider of funding from BC Housing in accordance with this Agreement, to ensure that the standards, objectives and expectations in this Agreement are met; and
  - e. develop provincial standards and guidelines in partnership with funded Service providers and provide clear guidelines and expectations for the provision of Services.

### D. GENERAL OPERATIONS

- 1. **Client Access and Treatment.** The Provider will ensure that:
  - a. Services will be accessible to Clients without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability.
  - b. each Client accessing Services is accorded independence from the religious, political and social beliefs or affiliations of the Provider's employees and volunteers;
  - c. while discriminatory criteria for admission are not tolerated, the Provider is not expected to deliver Services to individuals in circumstances where the safety and/or security of the Provider or any other individual may be threatened;
  - d. an atmosphere of dignity and respect for all Clients is to be maintained; and
  - e. written operating policies are in place, including a system for review of complaints and conflict resolution.
- 2. **Maintenance.** The Provider will maintain the Development in a state of good repair for the benefit of the Clients and the community in which the Development is located, and, in particular, will:
  - a. ensure the Development is clean, sanitary, safe and free from hazards;

## BC Housing – Temporary Capacity Expansion Shelters – Schedule A

- b. ensure that the Development complies with all applicable statutory health and safety standards and that all required inspections are carried out regularly by the appropriate authorities; and
  - c. ensure that fire regulations are observed and that fire inspections are carried out regularly by the appropriate authorities.
3. **Privacy and Information Management.**
- a. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
  - b. **Confidentiality Agreement.** The Provider will ensure that all staff members enter into a confidentiality agreement with BC Housing for use of the Database before obtaining access to the Database.
  - c. **Procedures and Processes.** The Provider will:
    - i. comply with the privacy policies, procedures and processes associated with the use of the Database established by BC Housing, and as may be amended by BC Housing from time to time;
    - ii. use the Database provided by BC Housing to collect and report on the Services, where applicable;
    - iii. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized access, collection, use, disclosure or disposal of information relating to its obligations under this Agreement;
    - iv. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
    - v. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
  - d. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records. Records pertaining to children and youth must be retained for seven (7) years after the child or youth reaches the age of majority. In British Columbia, the age of majority is nineteen (19) years old. This will ensure the rights of a minor to access their records or to initiate a legal action in accordance with the *Limitation Act*.
  - e. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

## E. LIABILITY

- 1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.

## BC Housing – Temporary Capacity Expansion Shelters – *Schedule A*

2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
3. **Survival of Provisions.** The obligations set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.
4. **Representations and Warranties.** The Provider represents and warrants to BC Housing with the intent that BC Housing will rely thereon in entering into this Agreement that:
  - a. all statements contained in any certificate, application, proposal or other document delivered by, or on behalf of, the Provider to BC Housing under this Agreement, or in connection with any of the transactions contemplated hereby, are true and correct; and
  - b. the Provider has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Provider's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement.
5. **Assignment and Subcontracting.**
  - a. The Provider will not without the prior written consent of BC Housing:
    - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; and
    - ii. subcontract any obligation of the Provider under this Agreement.
  - b. Where BC Housing has approved a subcontract for the Development, no subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted Services.
  - c. This Agreement will be binding upon BC Housing and its successors and assigns and the Provider, the Provider's successors, and permitted assigns.

## F. DEFAULT, DISPUTE RESOLUTION AND TERMINATION

1. **Dispute Resolution.** If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:
  - a. a meeting will promptly be held between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
  - b. if, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre; and
  - c. after dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a – b*, any remaining issues in dispute will be determined by arbitration under the *Commercial Arbitration Act*, and the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.
2. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;
  - a. the Provider fails to comply with any provision of this Agreement;
  - b. the Provider ceases to operate on a non-profit basis or otherwise fails to remain in good standing with the appropriate registry;
  - c. the Provider files for bankruptcy or is placed into receivership;
  - d. the Provider is in breach of or fails to comply with any applicable law, regulation or permit;

- e. the Provider permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof;
  - f. any representation or warranty made by the Provider in accepting this Agreement is found to be untrue or incorrect; and
  - g. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
3. **Default.** If the Provider is in default of this Agreement, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as is reasonably determined by BC Housing.
4. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
- a. upon willful and persistent breach by the Provider of normal and usual practice of managerial functions which results in any prejudice whatever to BC Housing;
  - b. upon the Provider ceasing to carry out its operations without profit to itself or its members; and
  - c. upon the failure by the Provider to maintain its corporate status and remain in good standing under the applicable laws of the Province of British Columbia.
5. **Termination.**
- a. Either party may terminate this Agreement upon forty-five (45) days' written notice. The payment required under *Schedule B, Part C* of this Agreement will discharge BC Housing of all liability to the Provider under this Agreement.
  - b. Where this Agreement is terminated by the Provider before the end of the Term, BC Housing will pay to the Provider that portion of the payment equal to the portion of the Term completed to the satisfaction of BC Housing prior to termination.
  - c. Where this Agreement is terminated by the Provider before completion of the Term and had been paid more than the portion of the Term completed, the Provider must pay back BC Housing for the excess amount received, as determined by BC Housing.
  - d. BC Housing may also, at its option, terminate this Agreement immediately if BC Housing determines that the Provider's failure to comply with any term of this Agreement places the health or safety of any Client receiving the Services at immediate risk and, in either case, the payment to the Provider of the portion of the payment equal to the portion of the Term completed to the satisfaction of BC Housing prior to termination of this Agreement will discharge BC Housing of all liability to the Provider under this Agreement.

#### G. GENERAL PROVISIONS AND INTERPRETATION

- 1. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, by telecopied transmission, or by personal service, to the addresses set out on page one.
- 2. **Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement that party may reinstate it by delivering notice to the other party. Any time specified in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
- 3. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 4. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.
- 5. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in

**BC Housing – Temporary Capacity Expansion Shelters – Schedule A**

default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity. The written waiver by BC Housing of any breach by the Provider of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

6. **Consents and Approvals.** Except as otherwise expressly set out in this Agreement, where this Agreement provides for any approval, consent or agreement with respect to any matter:
  - a. it will be obtained before any action is taken on it;
  - b. it will be requested and responded to in writing; and
  - c. it will not be unreasonably withheld, except if this Agreement otherwise expressly stipulates, or delayed.
7. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
8. **Statutes.** Any reference in this Agreement to a Provincial or Federal Statute includes the Statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.



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**SCHEDULE B – FINANCIAL**

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**A. OPERATING BUDGET**

1. The Provider will submit a proposed operating budget, in a format provided by BC Housing, for the period matching the Term of this Agreement.
2. The proposed operating budget will include all annual revenues and expenses related to the operation of the Services provided through this Agreement, including a proportion of the Development's building expenses equal to the proportion of the Development allocated to the Emergency Shelter Component, unless such expenses are paid for through another agreement with BC Housing, the Provincial Government or any other funder.
3. In its review of the proposed operating budget, BC Housing will take into account the operating realities of the Services and the Development, the standards prescribed by this Agreement and the Temporary Capacity Expansion Shelters, and the actual expenses of the Provider for the Services in previous Fiscal Years. If BC Housing requires changes to the proposed operating budget it will consult with the Provider before approving a revised proposed operating budget.
4. The proposed operating budget of this Agreement includes accommodation for wage and benefit increases identified through ratified union agreements for unionized agencies for the Term of this Agreement, and board of director approved wage and benefit increases for non-unionized agencies for the Term of this Agreement. Any adjustments will be negotiated and, if agreed to by both parties, reflected in the Operating Budget.

**B. STAFF SCHEDULE**

1. The Provider will submit, at the same time as the proposed operating budget, a Staff Schedule for the Term of this Agreement in a format provided by BC Housing from time to time.
2. The Staff Schedule will include the schedules of all staff and list the salaries and benefits which are paid for in full or in part by the funding provided under this Agreement.

**C. PAYMENT**

**BC Housing will pay the Provider:**

1. for providing Core Services, a recurring monthly amount up to \$135,274.00 commencing on July 1, 2020 and until the end of the Term, subject to any adjustments that may be made to the Operating Budget.

**D. PAYMENT PROVISIONS**

1. Subject to the provisions of this Agreement, BC Housing will pay to the Provider for the provision of the Services, not more than the amount specified in this Agreement at the times and in the manner specified in this Schedule.
2. If the Provider receives funding for or in respect of the Services from any other source, the Provider will immediately provide BC Housing with full and complete details of the other funding.

**E. OPERATING DEFICIT AND SURPLUS**

1. The Provider is solely responsible for Operating Deficits in any Fiscal Year.
2. At the end of the Term or upon termination of this Agreement, regardless of cause or at the request of BC Housing, all Operating Surplus funds obtained by the Provider will be transferred to BC Housing.

**F. FINANCIAL MANAGEMENT AND ADMINISTRATION**

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances and Operating Budget for the Services and, in particular, will:
  - a. establish and maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to BC Housing, to be used as the basis for the calculation of the payment as set out in *Schedule B*;

## BC Housing – Temporary Capacity Expansion Shelters – *Schedule B*

- b. the Provider is responsible for ensuring that the Operating Surpluses and accumulated interest are invested and managed in a separate account; and
  - c. ensure that sound financial operating written policies and procedures are in place, including:
    - i. clearly defined spending authority; and
    - ii. record keeping in accordance with Canadian Accounting Standards.
- 2. **Auditor.** The Provider will appoint an auditor who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of the Provider. The Provider will cause the auditor to audit the financial statements.
- 3. **Audited Financial Statements to be submitted.** The Provider will submit audited financial statements, and a copy of the related auditor's management letter to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides Services in addition to those provided under this Agreement (e.g., outreach, affordable housing, etc.), the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided.
- 4. The Provider will provide an auditor's letter or notes with the financial statements indicating that any Operating Surplus is being spent and accounted for as provided in this Agreement.
- 5. **Administration.** The Provider will:
  - a. maintain a company bank account to facilitate electronic fund transfers;
  - b. collect audit arrears; and
  - c. develop purchasing guidelines that include selection criteria for contracting service provision to third parties.

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**SCHEDULE C – MONITORING AND REPORTING**


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**A. REGULAR REPORTING – CLIENT USAGE AND OUTCOMES**

The Provider is required to report on a number of outputs and outcomes that directly relate to activities and Services provided to Clients. The purpose of collecting relevant data is to monitor the success of the Temporary Capacity Expansion Shelters, and for future program planning.

1. The Provider must, at minimum, enter the Client's basic information into the Database nightly in order to assign the Client to a bed. The Provider will strive on a daily basis to enter the supplemental Client information into the Database. If the Provider is unable to enter this information daily, the Provider will do so within five (5) days of meeting the Client.
2. The Provider will use VAT to assess Clients and enter their results into the Database.
3. Client information provided in the Database may be used by BC Housing to:
  - a. identify broad trends in shelter usage to support overall program planning and development;
  - b. identify emerging needs among homeless individuals and families in order to develop specific strategies in response, with the intent to increase the likelihood of those individuals and families to obtain and maintain housing and break the cycle of Homelessness;
  - c. monitor the Provider's compliance with the requirements of this Agreement;
  - d. provide select non-identifiable information to the Government of Canada's Homeless Individual and Family Information System (HIFIS) for national level analysis and planning; and
  - e. assist Clients to access Support Services and Housing they require.
4. Client information provided in the Database may be used by the Provider to:
  - a. assist Clients to access Support Services and Housing they require;
  - b. identify trends among the Client base accessing the Provider's Services;
  - c. promote the work of the Provider;
  - d. monitor compliance with the requirements of this Agreement; and
  - e. monitor Provider staff and Client compliance with the Provider's written policies and procedures.
5. Neither BC Housing nor the Provider will allow the information provided in the Database to be disclosed, except as permitted by the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act* and subject to any policies, procedures and processes established by BC Housing for the use of the Database.
6. Acting reasonably, BC Housing reserves the right to change reporting requirements as outlined in this Schedule from time to time, with thirty (30) days' written notice to the Provider.

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**SCHEDULE D – CLIENT ELIGIBILITY**


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**A. CLIENT ELIGIBILITY**

1. Individuals who are experiencing Homelessness or At Risk of Homelessness aged nineteen (19) or older are eligible for Services under the Temporary Shelter Program.
2. The Provider will have clearly written policies and procedures for providing Services to Clients, including policies for situations where Services to a Client may be restricted for the safety of other Clients or staff. These policies must:
  - a. define reasons for, and conditions of, expulsion;
  - b. be clear and simple to understand;
  - c. describe the conditions and process for re-admission, including the appeal and complaints procedure; and
  - d. require reasonable efforts to provide an appropriate referral.
3. A Client's ability to access Services and remain in the shelter is generally determined by their behaviour towards other Clients and staff and Clients should not be refused Services unless extenuating health or safety issues are present (e.g. assaults/threats to Clients or staff and/or medical needs beyond what the shelter can accommodate).
4. Eligibility requirements may be temporarily amended to accommodate a population in need due to weather or crisis, but should always ensure the safety of all Clients. The Provider will inform BC Housing of any such amendments as soon as is reasonably possible.
5. The Provider will not provide Services to any child under the age of nineteen (19) years unless:
  - a. the child is accompanied by the child's parent(s) or legal guardian; or
  - b. the child is referred to the Provider by a social worker acting under the *Child, Family and Community Service Act*.
6. If a child presents themselves to the Provider requesting Services, the Provider:
  - a. will immediately inform the Ministry of Children and Family Development (MCFD) that the child is homeless, and request instructions on how to proceed;
  - b. will document the date and time of their contact with MCFD, the name of the MCFD worker spoken to, and the instructions received and agreed to; and
  - c. may, if requested by MCFD, provide Services to the child until MCFD is able to make other arrangements, but only if the Provider can provide a private sleeping space for the child.

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**SCHEDULE E – INSURANCE**

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**A. INSURANCE – THE PROVIDER**

1. The Provider shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing:
  - a. Commercial general liability in an amount not less than \$5,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
  - b. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of BC Housing.
  - c. The Provider shall provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider shall provide certified copies of such policies.
2. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
3. The Provider shall provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
4. The Provider hereby waives all rights of recourse against BC Housing with regard to damage to the Provider's property.
5. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act*.

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**SCHEDULE F – SERVICE STANDARDS**


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**A. ESSENTIAL SERVICES STANDARDS**

1. **Access to Services.** The Provider will:
  - a. provide access to the Services for the number of hours specified in the *Agreement Summary*.
2. **Admission and Discharge.** The Provider will:
  - a. have written policies and procedures for admission;
  - b. explain the Provider's policies and procedures and the Client's rights and responsibilities to Clients on their admission or as soon after as is possible; and
  - c. have an intake stop date agreed upon by BC Housing that is within two (2) weeks of the shelter closure date, in order to have time for transition planning to ensure Clients have arrangements in place for Housing or alternative shelter space to transition to.
3. **Accommodation, Nutrition and Hygiene.** The Provider will:
  - a. provide safe, secure and appropriate sleeping accommodation for Clients;
  - b. provide separate and secure sleeping space for men, women, couples and families;
  - c. have written policies regarding the storage of Clients' personal belongings;
  - d. provide Clients with clean sheets, pillowcases, a blanket and towels, at a minimum on a weekly basis and whenever a new Client occupies a mat;
  - e. provide Clients with personal hygiene items such as soap, shampoo, deodorant, toothbrush, toothpaste, and feminine hygiene products;
  - f. provide laundry facilities or laundry products and services at no cost to the Clients. These services may be either on-site or off-site;
  - g. provide the number of meals specified in the *Agreement Summary*. Meals must meet the standards of Eating Well with Canada's Food Guide as published by the Government of Canada;
  - h. ensure all food handling, preparation, storage, serving, etc., is completed in accordance with the Food Premises Regulation of the *Public Health Act* (or successor legislation). At least one (1) person with FOODSAFE Level I certification shall be present at all times wherever food is handled or served. It is strongly encouraged that one staff member holds a valid FOODSAFE Level II certificate;
  - i. comply with the *Food Safety Act* (or successor legislation) and provide BC Housing with documentation of annual Food Inspections carried out by the Regional Health Authority;
  - j. ensure all kitchen facilities are in compliance with the Food Premises Regulations of the *Public Health Act*; and
  - k. provide Meals on a rotating menu.

**B. MINIMAL BARRIER SHELTER STANDARDS**

1. All providers are expected to operate shelters as minimal barrier unless otherwise approved by BC Housing, depending on the availability of other adequate services in the same community.
2. Minimal barrier shelter means an emergency shelter that accommodates all individuals, twenty-four (24) hours per day, seven (7) days per week, who require shelter services and focuses on bringing people indoors. A minimal barrier shelter should accommodate individuals who:
  - a. require physical accessibility to the shelter and within the shelter;
  - b. are dealing with addictions and/or mental health issues;
  - c. have a pet;
  - d. require appropriately sized and secure storage facilities for their belongings, including a cart, bike etc.;
  - e. require harm reduction supplies on site, including clean needles, access to safe disposal (i.e. sharps containers), condoms etc.; and
  - f. require access to primary health care.

**C. STAFF REQUIREMENTS**

1. For all staff providing the Services, whether part-time or full-time, paid or voluntary, the Provider will ensure the staff have the appropriate skills, training and qualifications for the tasks that they perform.
2. General Requirements. The Provider will:
  - a. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the *Workers Compensation Act*;
  - b. ensure staff have orientation on the Services and standards specified in this Agreement;
  - c. ensure staff have orientation on the Provider's standards, written policies and procedures related to the Services including health and safety procedures. This will include written policies and procedures to deal with prevention of infections, infectious diseases, exposure to blood and body fluids, and the safe handling of needles;
  - d. ensure that the staff undergoes a criminal record check in accordance with the *Criminal Records Review Act* and keep evidence on file that the criminal record check was completed. The Provider is required to have a written policy on the frequency of subsequent criminal record checks; and
  - e. have written policies regarding the use of hazardous cleaning materials that are in accordance with Workplace Hazardous Materials Information System (WHMIS) guidelines.
3. **Training.** The Provider will also ensure staff have the following training to a level approved by BC Housing:
  - a. Crisis prevention training and/or de-escalation training, non-violent intervention;
  - b. Standard First Aid and CPR. At least one (1) staff member certified in Standard First Aid and the appropriate CPR level training must be on duty at all times;
  - c. Indigenous awareness training;
  - d. Mental health first aid training, including naloxone training;
  - e. Domestic violence safety planning;
  - f. Safety for women in co-ed shelters training;
  - g. Substance use awareness and safety training;
  - h. LGBT2Q+ awareness training;
  - i. Trauma-informed practice training
  - j. Staff self-care training;
  - k. Vulnerability Assessment Tool (VAT) training; and
  - l. BC Housing Database training.

**D. DEVELOPMENT**

The Provider will:

1. maintain the Development's mechanical systems in a working order sufficient to provide hot water, heating and ventilation appropriate for the occupancy levels;
2. provide BC Housing with documentation verifying that the facilities in the Development meet all current health, fire, building and zoning regulations; and
3. have a pest control, inspection and treatment plan in place to deal with any outbreaks of pests.

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**SCHEDULE G – AUTHORIZATION**


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**A. AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION**

1. The Provider is required to use the consent form (attached), as may be amended by BC Housing from time to time, to advise Clients that, with the Clients' consent, the Provider will collect and share their information into the Database.
2. If a Client signs the consent form, the Provider will enter the Client's information into the Database. If the Client does not sign the consent form, the Provider will enter the Client as anonymous in the Database.
3. In addition to the consent given by Clients mentioned above, when and if the Provider needs to obtain or release a Client's information with other service agencies that are not using the Database, the Provider must obtain the Client's permission in writing prior to sharing the information. The Provider may use the EXCHANGE OF INFORMATION FORM (attached) or an equivalent form that meets the requirements of the *Personal Information Protection Act* and the *Freedom of Information and Protection of Privacy Act*.



## CLIENT CONSENT AND AUTHORIZATION

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Penticton and District Society for Community Living is seeking your consent for the following purposes:

- Your consent to collect your personal information into the computer system we use.
  - This will help us meet your needs and connect you with appropriate support services.
- Your consent to share your personal information with our funder, BC Housing.
  - BC Housing is responsible for hosting the computer system we use to help manage our services.
  - BC Housing will use the information in the system, at an aggregate level, to help improve services and funding.
- Your consent to migrate your personal information from the current computer system we use to the new one we will be using in the future.
  - If you are an anonymous client in our current system, we will add your name and date of birth to your anonymous record, and it will be shared in the new system.
- Your consent to share your personal information with other service providers using the system.
  - The new computer system we will be using in the future will allow for some data sharing.
  - If you require services from another service provider, authorized staff will be able to access your personal information to improve the consistency and quality of services provided to you.
- If you are accompanied by your children who are under the age of nineteen (19), we will also need to collect personal information about them. This is to ensure that information about families using services is recorded accurately.
- Your consent to share limited non-identifying information with Employment and Social Development Canada.
  - They will use this data to help create a national picture of the scope of homelessness in Canada.

If your service provider has rent supplements, you will need to sign this consent form to be considered for and to receive a rent supplement (for accounting purposes). If you choose not to sign this document, services will still be provided to you, except in regard to rent supplements.

I understand I can withdraw my consent at any time, except if I am receiving a rent supplement.  
I have read and understand the information provided above, and I consent to the collection, use and disclosure of my personal information as described.

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Signature of Client to indicate Consent

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Date of Consent

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Print Name of Client

**TEMPORARY CAPACITY EXPANSION SHELTERS  
PENTICTON AND DISTRICT SOCIETY FOR COMMUNITY LIVING  
EXCHANGE OF INFORMATION**

***Part 1 – To OBTAIN information***

I, \_\_\_\_\_, born on (date) \_\_\_\_\_  
authorize \_\_\_\_\_ to obtain information from:

Agency: \_\_\_\_\_

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

Phone: \_\_\_\_\_

For the purpose of: \_\_\_\_\_

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

***Part 2 – To RELEASE information***

I, \_\_\_\_\_, born on (date) \_\_\_\_\_  
authorize \_\_\_\_\_ to release information to:

Agency: \_\_\_\_\_

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

Phone: \_\_\_\_\_

For the purpose of: \_\_\_\_\_

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

This consent remains effective from the date of signing for a period not exceeding six months, unless revoked by me in writing.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Penticton and District Society for Community Living complies with all federal and provincial privacy laws. If you have questions about the way we handle your private information, please ask to speak to the Executive Director.

THIS IS **EXHIBIT "L"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>TH</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



# Minutes

penticton.ca

**Regular Council Meeting<sup>1</sup>**  
**held at City of Penticton Council Chambers**  
**171 Main Street, Penticton, B.C.**

**Tuesday, October 6, 2020**  
**at 1:00 p.m.**

**Present:** Mayor Vassilaki  
Councillor Bloomfield  
Councillor Regehr  
Councillor Robinson  
Councillor Sentes  
Councillor Watt

**Regrets:** Councillor Kimberley

**Staff:** Jim Bauer, Acting Chief Administrative Officer  
Angie Collison, Corporate Officer  
Blake Laven, Director of Development Services  
Mitch Moroziuk, General Manager of Infrastructure  
Caitlyn Anderson, Deputy Corporate Officer

**1. Call to Order**

The Mayor called the Regular Council Meeting to order at 1:02 p.m.

**2. Introduction of Late Items**

**3. Adoption of Agenda**

303/2020

**It was MOVED and SECONDED**

THAT Council adopt the agenda for the Regular Council Meeting held on October 6, 2020 as presented.

**CARRIED UNANIMOUSLY**

**4. Recess to Committee of the Whole**

Council recessed to a Committee of the Whole Meeting at 1:03 p.m.

**5. Reconvene the Regular Council Meeting**

Council reconvened the Regular Council Meeting at 1:30 p.m.

<sup>1</sup> In accordance with the Province of BC Ministerial Order No. M192, the Council of the City of Penticton is participating in the meeting without public attendance.

## 6. Adoption of Minutes:

### 6.1 Minutes of the September 15, 2020 Regular Meeting of Council

304/2020

#### **It was MOVED and SECONDED**

THAT Council adopt the minutes of the September 15, 2020 Regular Meeting of Council as presented.

**CARRIED UNANIMOUSLY**

## 7. Consent Agenda:

305/2020

#### **It was MOVED and SECONDED**

THAT Council approve the Consent Agenda:

1. Minutes of the September 15, 2020 Committee of the Whole Meeting;
2. Economic Prosperity & Development Services Advisory Committee Meeting Draft Minutes of September 18, 2020;
3. Arts, Creative & Cultural Innovations Advisory Committee Meeting Draft Minutes of September 18, 2020;
4. Special Community Sustainability Advisory Committee Meeting Draft Minutes of September 28, 2020.

**CARRIED UNANIMOUSLY**

## 8. Committee and Board Recommendations:

### 8.1 Special Community Sustainability Advisory Committee Recommendation from September 28, 2020

306/2020

#### **It was MOVED and SECONDED**

THAT Council direct staff to prepare a grant funding application to the CleanBC Community Fund for the installation of four fast charge electric vehicle charge stations to be located in the City of Penticton for public use.

**CARRIED UNANIMOUSLY**

## 9. Correspondence:

### 9.1 Penticton Lawn Bowling Club – letter of support

307/2020

#### **It was MOVED and SECONDED**

THAT Council send a letter of support for the Penticton Lawn Bowling Club revitalization program grant-funding request with New Horizons.

**CARRIED UNANIMOUSLY**

## 10. Staff Reports:

### 10.1 Section 57 Notice on Title – Contraventions against the Building Bylaw Re: 1060 Government Street

Owner/Representative: The owner or agent was not in attendance.

308/2020

#### **It was MOVED and SECONDED**

THAT Council resolve to place a Notice on Title under Section 57 of the *Community Charter* with respect to contravention of the City of Penticton Building Bylaw No. 2018-01 on Lot 1,

District Lot 250 SDYD, Plan KAP68055, located at 1060 Government Street (the Property), stating the following:  
 "Failure to obtain a building permit. Further information about it may be inspected at the municipal hall."

**CARRIED UNANIMOUSLY**

10.2 Firesmart Community Funding & Supports Grant

309/2020

**It was MOVED and SECONDED**

THAT Council support the application for grant funding up to \$150,000.00 from the UBCM under the Community Resiliency Investment (CRI) program which provides 100% funding for the City of Penticton FireSmart program.

**CARRIED UNANIMOUSLY**

10.3 Development Variance Permit PL2020-8828

Re: 198 Fawn Court

310/2020

**It was MOVED and SECONDED**

THAT Council approve "Development Variance Permit PL2020-8828" for Lot 1 District Lot 2710 Similkameen Division Yale District Plan EPP74844, located at 198 Fawn Court, a permit to vary Zoning Bylaw Section 10.1.2.5, to reduce the minimum front yard setback from 6.0 m to 3.67 m;

AND THAT Council direct staff to issue "Development Variance Permit PL2020-8828".

**CARRIED UNANIMOUSLY**

10.4 Zoning Amendment Bylaw No. 2020-41

Re: 375 Smythe Drive

311/2020

**It was MOVED and SECONDED**

THAT Council give first reading to "Zoning Amendment Bylaw No. 2020-41", for Lot 2 District Lot 196 Similkameen Division Yale District Plan KAP90446, located at 375 Smythe Drive, a bylaw to rezone the subject property from A (Agriculture) zone to RM1 (Bareland Strata Housing) zone with the following site-specific provisions:

- In lieu of Section 10.7.1.4, duplexes are not permitted.
- In lieu of Section 10.7.1.7, townhouses are not permitted.
- In lieu of Section 10.7.2.3, the maximum density shall be 27 single detached dwellings.
- In lieu of Section 10.7.2.6, the maximum building height for principal buildings shall be 10.5m.

AND THAT prior to the adoption of "Zoning Amendment Bylaw No. 2020-41", the developer is required to pay an amount equal to 15% of the upgrade costs based on the final intersection design of Smythe Drive and Lakeside Road determined through the Transportation Masterplan;

AND THAT Council direct staff to refer the application to the October 21, 2020 meeting of the Agricultural Advisory Committee for feedback on "Zoning Amendment Bylaw No. 2020-41" prior to the Public Hearing;

AND THAT Council forward "Zoning Amendment Bylaw No. 2020-41" to the November 3, 2020 Public Hearing.

**CARRIED UNANIMOUSLY**

- 10.5 Fees and Charges Amendment Bylaw No. 2020-38  
Re: Electric, Sewer, Water and Storm Water

312/2020

**It was MOVED and SECONDED**

THAT Council direct staff to revise proposed Appendix 7 and reduce electrical rates to 0% (approx. \$416,000) and bring Fees and Charges Amendment Bylaw No. 2020-38 to the next meeting.

**CARRIED UNANIMOUSLY**

- 10.6 Fees and Charges Amendment Bylaw No. 2020-37

313/2020

**It was MOVED and SECONDED**

THAT Council give first, second, and third reading to "Fees and Charges Amendment Bylaw No. 2020-37", a bylaw to set the general 2021 fees and charges;  
AND THAT Council adopt "Fees and Charges Amendment Bylaw No. 2020-37".

**CARRIED UNANIMOUSLY**

Council recessed the meeting at 3:28 p.m. and reconvened at 3:41 p.m.

- 10.7 Bylaw Notice Enforcement Amendment Bylaw No. 2020-39  
Municipal Ticketing Information Amendment Bylaw No. 2020-40  
Re: Parking Fines

314/2020

**It was MOVED and SECONDED**

THAT Council give first, second, and third reading to "Bylaw Notice Enforcement Amendment Bylaw No. 2020-39", a bylaw to increase "A" Ticket overtime parking and "B" Ticket Infraction fines;  
AND THAT Council give first, second, and third reading to "Municipal Ticketing Information Amendment Bylaw No. 2020-40".

**CARRIED UNANIMOUSLY**

Mayor Vassilaki declared a conflict of interest and left the meeting at 3:52 p.m. for both 10.8 and 10.10 as he has shares in a building and owns a liquor store. Deputy Mayor Bloomfield chaired the meeting.

- 10.8 2021 Permissive Tax Exemption Bylaw No. 2020-36

315/2020

**It was MOVED and SECONDED**

THAT Council give first, second and third reading to the "2021 Permissive Tax Exemption Bylaw No. 2020-36", a bylaw granting \$588,356 in permissive tax exemptions as listed in Schedule A granting 100% of the allowable exemptions for the 2021 Tax Year;  
AND THAT Council adopt "2021 Permissive Tax Exemption Bylaw No. 2020-36".

**CARRIED UNANIMOUSLY**

316/2020

**It was MOVED and SECONDED**

THAT Council alter the order of the agenda and consider item 10.10.

**CARRIED UNANIMOUSLY**

10.10 Local Government approval for Temporary Expanded Liquor Service Areas

317/2020

**It was MOVED and SECONDED**

THAT Council direct staff to inform the Liquor and Cannabis Control Branch (LCRB) of its preference to review and approve all individual requests (Option #02) for liquor primary and manufacturer expansions, prior to licensees submitting their applications to the LCRB for expanded service areas under the Temporary Expanded Service Area Authorization Policy.

**CARRIED UNANIMOUSLY**

Mayor Vassilaki returned to the meeting at 4:03 p.m.

10.9 RDOS Director Appointments for 2021

318/2020

**It was MOVED and SECONDED**

THAT Council approve the following Regional District of Okanagan-Similkameen (RDOS) director appointments and vote distributions effective November 2020: John Vassilaki (5), Judy Sentes (5), Katie Robinson (5), Campbell Watt (4), Frank Regehr, first alternate director, Julius Bloomfield, second alternate director and Jake Kimberley, third alternate director.

**CARRIED UNANIMOUSLY**

10.11 200 Block Breezeway Upgrades

319/2020

**It was MOVED and SECONDED**

THAT Council support the Downtown Penticton Association (DPA) Breezeway Improvement Project, by directing \$5,000 towards the initiative and giving approval for the works.

**CARRIED UNANIMOUSLY**

10.12 Development Variance Permit PL2020-8855

Re: 903 Vernon Avenue

320/2020

**It was MOVED and SECONDED**

THAT Council approve "Development Variance Permit PL2020-8855" for Lot 2, District Lot 366, Similkameen Division Yale District, Plan EPP37269, located at 903 Vernon Avenue, a permit that increases the permitted lot coverage on the subject property from 40% to 75% and allows for up to 50% of parking to be located offsite, within 200 m of the subject land and subject to the registration of a covenant or lease agreement acceptable to the City securing the parking.

**CARRIED UNANIMOUSLY**

10.13 Temporary Use Permit PL2020-8834

Re: 352 Winnipeg Street

321/2020

**It was MOVED and SECONDED**

THAT Council postpone Temporary Use Permit PL2020-8855 and invite Penticton and District Society for Community Living (PDSCL) to an upcoming meeting to discuss their plans for 352 Winnipeg Street.

**CARRIED**

**Councillor Watt, Opposed**

**11. Bylaws and Permits**



**12. Notice of Motion:**

From Mayor Vassilaki on September 1, 2020:

12.1 Two (2) Additional RCMP Officers

322/2020

**It was MOVED and SECONDED**

THAT Council include funds in the 2021 budget discussion for two additional RCMP members.

**CARRIED UNANIMOUSLY**

12.2 Additional Bylaw Officers / Days of Week & Hours of Operation

323/2020

**It was MOVED and SECONDED**

THAT Council include funds in the 2021 budget discussion for two additional Bylaw Enforcement Officers and increase the hours of bylaw operations to 2:00 am, seven days a week.

**DEFEATED**

**Councillors Bloomfield, Regehr, Robinson, Sentes, Opposed**

From Councillor Regehr on September 1, 2020:

12.3 Increase of Development Cost Charges by 40% on January 1, 2021

324/2020

**It was MOVED and SECONDED**

THAT Council direct staff to bring back an amending bylaw to "Development Cost Charges Bylaw 2007-79" that increases all non-open space (parks) DCCs by 25% on January 1, 2021.

**CARRIED UNANIMOUSLY**

12.4 Amendments to the DCC Reduction Bylaw

325/2020

**It was MOVED and SECONDED**

THAT Council direct staff to bring back a bylaw that repeals "Development Cost Charges Reduction Bylaw 2010-11" and preserves DCC reductions for affordable housing.

**CARRIED UNANIMOUSLY**

From Councillor Sentes on September 1, 2020:

12.5 Heritage Registry Program Review

**It was MOVED, no seconder**

THAT Council include funds in the 2021 budget discussion for a review and development of a City of Penticton heritage registry program.

12.6 Public Washroom Security / Attendance

326/2020

**It was MOVED and SECONDED**

THAT Council include funds in the 2021 budget discussion for a plan to address the public washroom safety concerns, this may include security or an attendant.

**CARRIED UNANIMOUSLY**

12.7 Parks

327/2020

**It was MOVED and SECONDED**

THAT Council include funds in the 2021 budget discussion for improved garbage receptacles and maintenance in City parks.

**CARRIED UNANIMOUSLY**

From Councillor Sentes on September 15, 2020:

12.8 Lakawanna Tennis Courts

Councillor Sentes withdrew the Notice of Motion regarding Lakawanna Tennis Courts.

**13. Business Arising****14. Council Round Table****15. Public Question Period****16. Adjournment:**

328/2020

**It was MOVED and SECONDED**

THAT Council adjourn at 6:38 p.m. to a closed meeting of Council pursuant to the provisions of the *Community Charter* section 90 (1) as follows:

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (g) litigation or potential litigation affecting the municipality.


**CARRIED UNANIMOUSLY**

Certified correct:



Angie Collison  
Corporate Officer

Confirmed:



John Vassilaki  
Mayor

THIS IS **EXHIBIT "M"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



# Minutes

penticton.ca

## Regular Council Meeting<sup>1</sup> held at City of Penticton Council Chambers 171 Main Street, Penticton, B.C.

Tuesday, October 20, 2020  
at 1:00 p.m.

**Present:** Mayor Vassilaki  
Councillor Bloomfield  
Councillor Regehr  
Councillor Robinson  
Councillor Sentes  
Councillor Watt

**Regrets:** Councillor Kimberley

**Staff:** Donny van Dyk, Chief Administrative Officer  
Angie Collison, Corporate Officer  
Jim Bauer, CFO/ General Manager, Finance & Administration  
Blake Laven, Director of Development Services  
Mitch Moroziuk, General Manager of Infrastructure  
Caitlyn Anderson, Deputy Corporate Officer

### 1. Call to Order

The Mayor called the Regular Council Meeting to order at 1:03 p.m.

### 2. Introduction of Late Items

### 3. Adoption of Agenda

329/2020

#### It was **MOVED** and **SECONDED**

THAT Council adopt the agenda for the Regular Council Meeting held on October 20, 2020 as presented.

**CARRIED UNANIMOUSLY**

### 4. Recess to Committee of the Whole

Council recessed to a Committee of the Whole Meeting at 1:04 p.m.

### 5. Reconvene the Regular Council Meeting

Council reconvened the Regular Council Meeting at 1:24 p.m.

<sup>1</sup> In accordance with the Province of BC Ministerial Order No. M192, the Council of the City of Penticton is participating in the meeting without public attendance.

**6. Adoption of Minutes:**

**6.1 Minutes of the October 6, 2020 Regular Meeting of Council**

330/2020

**It was MOVED and SECONDED**

THAT Council adopt the minutes of the October 6, 2020 Regular Meeting of Council as presented.

**CARRIED UNANIMOUSLY**

**7. Consent Agenda:**

331/2020

**It was MOVED and SECONDED**

THAT Council approve the Consent Agenda:

1. Minutes of the October 6, 2020 Committee of the Whole Meeting.

**CARRIED UNANIMOUSLY**

**8. Committee and Board Recommendations**

**9. Correspondence:**

**9.1 Petition – Extension of Hours for Cannabis Stores**

332/2020

**It was MOVED and SECONDED**

THAT Council receive into the record, the petition requesting an extension of cannabis retailer operating hours in Penticton from 8:00 p.m. to 11:00 p.m., and take no action at this time.

**CARRIED UNANIMOUSLY**

**10. Staff Reports:**

**10.1 Temporary Use Permit PL2020-8834**

Re: 352 Winnipeg Street

Tony Lang, Penticton and District Society for Community Living (PDSCL) and Roger Evans, Shelter Manager, provided Council with information related to the operations of the proposed six-month emergency shelter at 352 Winnipeg Street.

333/2020

**It was MOVED and SECONDED**

THAT Council approve "Temporary Use Permit PL2020-8834", a permit to allow the use 'emergency shelter' for Lot A District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan KAP49367, located at 352 Winnipeg Street, for a period of six-months with the following conditions:

1. Permitting the number of beds for winter emergency shelter at 352 Winnipeg Street to a maximum of 42 beds;
  2. Requiring all other beds in existing support locations in the community be full before using 352 Winnipeg Street;
  3. Requiring appropriate staffing supports to be on-site 24 hours a day;
  4. Requiring security to be provided on-site 24 hours a day;
  5. Require communication be sent to the neighbouring properties from BC Housing indicating resources available for neighbours; and
  6. That operations at Penticton's other shelter location remain operational during the winter months. There may not be a consolidation of shelter services to 352 Winnipeg Street;
- AND THAT staff be directed to issue "Temporary Use Permit PL2020-8834".

**CARRIED UNANIMOUSLY**

Council recessed the meeting at 3:03 p.m. and reconvened at 3:21 p.m.

10.2 Development Variance Permit PL2020-8798  
Re: 274 Van Horne Street

Owner/Representative: The owner or agent was not in attendance.

334/2020

**It was MOVED and SECONDED**

THAT Council deny "Development Variance Permit PL2020-8798" for Lot 11 Block 24 Lot 202 Similkameen Division Yale District Plan 479, located at 274 Van Horne Street, a permit to vary Section 10.6.3.2 of Zoning Bylaw 2017-08 to allow vehicular access from the street.

**CARRIED UNANIMOUSLY**

10.3 RCMP Quarterly Report

335/2020

**It was MOVED and SECONDED**

THAT Council receive into the record the report titled "RCMP Quarterly Report" dated October 20, 2020.

**CARRIED UNANIMOUSLY**

10.4 Zoning Amendment Bylaw No. 2020-43  
Re: 2995 Partridge Drive

336/2020

**It was MOVED and SECONDED**

THAT Council give first reading to "Zoning Amendment Bylaw No. 2020-43", for Lot 13, District Lot 2710, Similkameen Division Yale District, Plan KAP84202 located at 2990 Partridge Drive and Lot 13, District Lot 2710, Similkameen Division Yale District, Plan KAP68490, Except Plans KAP74592, KAP84202, KAP84204, KAP91988, EPP28587 and EPP58898, located at 2995 Partridge Drive and Lot 12, District Lot 2710, Similkameen Division Yale District PLAN KAP68490 located at 3000 Partridge Drive, a bylaw to rezone the subject properties from R1 (Large Lot Residential) to RM1 (Bareland Strata Housing) and P2 (Parks and Recreation), as shown on the schedule to the bylaw, to allow for a 14 lot strata subdivision with the following site-specific provisions:

- Notwithstanding Section 10.7.1.4, duplexes are not permitted.
- Notwithstanding Section 10.7.1.7, townhouses are not permitted.
- Notwithstanding Section 10.7.2.6, the maximum building height for principal buildings shall be 10.5m.

AND THAT Council forward "Zoning Amendment Bylaw No. 2020-43" to the November 17, 2020 Public Hearing;

AND THAT the three lots be consolidated prior to adoption of "Zoning Amendment Bylaw No. 2020-43".

**CARRIED UNANIMOUSLY**

- 10.5 Fees and Charges Amendment Bylaw No. 2020-38  
Re: Electric, Sewer, Water and Storm Water

337/2020

**It was MOVED and SECONDED**

THAT Council give first, second and third reading to "Fees and Charges Amendment Bylaw No. 2020-38";

AND THAT Council adopt "Fees and Charges Amendment Bylaw No. 2020-38".

**CARRIED UNANIMOUSLY**

Mayor Vassilaki declared a conflict of interest and left the meeting at 3:56 p.m. as he owns a liquor store. Councillor Watt declared a conflict of interest and left the meeting at 3:56 p.m. as he was a past president, and current member of the Penticton Golf & Country Club. Deputy Mayor Bloomfield chaired the meeting.

- 10.6 Food Primary – Entertainment Endorsement and Liquor Primary Change of Hours of Liquor Service  
Re: 600 Comox Street

338/2020

**It was MOVED and SECONDED**

THAT Council recommend to the Liquor & Cannabis Regulation Branch (LCRB) that it supports the application from the Penticton Golf & Country Club located at 600 Comox Street for:

- Food Primary-Entertainment Endorsement; and
- Liquor Primary change in service hours from:
  - Monday to Saturday 11:00 a.m. - 01:00 a.m. to 09:00 a.m. - 01:00 a.m., and
  - Sunday 11:00 a.m. - 12:00 a.m. (midnight) to 9:00 a.m. - 12:00 a.m. (midnight)

**CARRIED UNANIMOUSLY**

Mayor Vassilaki and Councillor Watt returned to the meeting at 4:00 p.m.

**11. Bylaws and Permits:**

- 11.1 Bylaw Notice Enforcement Amendment Bylaw No. 2020-39  
Re: Parking Fines

339/2020

**It was MOVED and SECONDED**

THAT Council adopt "Bylaw Notice Enforcement Amendment Bylaw No. 2020-39".

**CARRIED UNANIMOUSLY**

- 11.2 Municipal Ticketing Information Amendment Bylaw No. 2020-40  
Re: Parking Fines

340/2020

**It was MOVED and SECONDED**

THAT Council adopt "Municipal Ticketing Information Amendment Bylaw No. 2020-40".

**CARRIED UNANIMOUSLY**

12. Notice of Motion
13. Business Arising
14. Council Round Table
15. Public Question Period

16. Adjournment:


341/2020

**It was MOVED and SECONDED**

THAT Council adjourn the Regular Council meeting held on Tuesday, October 20, 2020 at 4:14 p.m.


**CARRIED UNANIMOUSLY**

Certified correct:



Angie Collison  
Corporate Officer

Confirmed:

  
John Vassilaki  
Mayor



THIS IS **EXHIBIT "N"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.

**Kristy Wong**

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**From:** Adam Goodwin  
**Sent:** January 20, 2021 3:20 PM  
**To:** Nanette Drobot  
**Cc:** Blake Laven; Danna Locke; Tammy Bennett; Audrey Tanguay; Tina Siebert; Alexander Cairns; Dawn Himer  
**Subject:** RE: Follow-up

Hi Nanette,

Thanks for the follow-up. I had an opportunity to chat with Audrey (planning manager), Blake (director), and Tina (bylaw supervisor) today so thank you for your patience.

At this point, the Temporary Use Permit expires on Thursday, April 1, 2021. The City is willing to work with BC Housing and PDSCL (and community partners) to decant the winter shelter over a span of several weeks (through April 2021 and into the first week of May 2021, if needed). As this (352 Winnipeg) was a temporary winter response directly due to COVID, if COVID is still a challenge for Compass House's winter shelter capacity next year (November 2021 – March 2022), I would be willing to have conversation in the spring/summer to plan around need, approvals, location options, etc. As noted, we are happy to discuss the decanting process and timeline, and work out specific details.

If you have any questions or want to set-up a time to discuss further, please let me know.

Thank you,

Adam Goodwin

City of Penticton | 171 Main Street | Penticton, BC | V2A 5A9

c: 250.328.8872 | e: adam.goodwin@penticton.ca | t: @cityofpenticton




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**From:** Nanette Drobot [mailto:NDrobot@bchousing.org]

**Sent:** January-17-21 2:17 PM

**To:** Adam Goodwin

**Cc:** Blake Laven ; Danna Locke ; Tammy Bennett ; Audrey Tanguay ; Tina Siebert ; Alexander Cairns ; Dawn Himer

**Subject:** RE: Follow-up

This sender is trusted.

Thank you Adam for your response. I totally agree with the sentiment around the need to find permanent housing for people. That is why so much intention and resources are put forward to secure sites, like Skaha Lake Road where we can provide permanent homes for people. As you know, this will take some time for construction to be complete. Therein lies the quandary. What to do with the 42 people currently staying at 352 Winnipeg. We anticipate the covid related public health guidelines will remain post March 31, resulting in Compass House not being able to absorb any of these folks. I understand there is some initial interest from the developer that suggests a lease extension may be possible. These are very preliminary discussions. However, we would like to have the support of the City to move forward with an extension. This extension would be commencing April 1.

If the location of 352 Winnipeg is an issue and you feel Council would not support an extension, we are happy to work with the City to identify other locations that Council may prefer. We have had good success with other municipalities

who have sent us vetted locations which have allowed us to move forward quickly in operationalizing sites to provide basic shelter services for folks.

Please let me know how we can best work with the City to build a solution for these vulnerable people in Penticton. Danna and I are happy to participate in another session with Council to provide more opportunity for full and frank discussions.

Thanks,



Nanette Drobot | Regional Director | Operations - Interior Region  
Mobile: 250.490.6621 | [ndrobot@bchousing.org](mailto:ndrobot@bchousing.org) | [www.bchousing.org](http://www.bchousing.org)  
451 Winnipeg Street, Penticton, BC V2A 5M6

I acknowledge that my work place is within the ancestral, traditional, and unceded territory of the Syilx Okanagan people.

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**From:** Adam Goodwin <[Adam.Goodwin@penticton.ca](mailto:Adam.Goodwin@penticton.ca)>  
**Sent:** Friday, January 15, 2021 10:38 PM  
**To:** Nanette Drobot <[NDrobot@bchousing.org](mailto:NDrobot@bchousing.org)>  
**Cc:** Blake Laven <[Blake.Laven@penticton.ca](mailto:Blake.Laven@penticton.ca)>; Danna Locke <[dlocke@bchousing.org](mailto:dlocke@bchousing.org)>; Tammy Bennett <[tbennett@bchousing.org](mailto:tbennett@bchousing.org)>; Audrey Tanguay <[audrey.tanguay@penticton.ca](mailto:audrey.tanguay@penticton.ca)>; Tina Siebert <[Tina.Siebert@penticton.ca](mailto:Tina.Siebert@penticton.ca)>  
**Subject:** Re: Follow-up

Hi Nanette:

Sorry for the delay in replying. I have an exceptionally busy Council packet on Tuesday so have been head down in that for the last few days. I will chat with Blake, Audrey, and Tina this coming week. To confirm, you are referring to the City issuing a temporary use permit for another x months (into the summer) until Compass House/Court can return to "normal" or issuing a permit for November 2021 to March 2022?

If it is the former (e.g., continue it into the summer and latter portions of 2021), I am always reminded of some of Jino Distasio's work; particularly some of his work critiquing many communities' approaches to homelessness when they were stuck in a shelter-camping-meals paradigm. I am always hesitant to regress to the worlds' (excluding New York City and Sam Tsemberis) approach to homelessness that we witnessed from the 1970s to 2000s. From a social well-being perspective, I am hesitant, but will take some time to think of an approach if we move forward with a Council workshop.

Thank you,

Adam Goodwin | City of Penticton | 171 Main Street | Penticton, BC | V2A 5A9 | c. 250.328.8872 | e. [adam.goodwin@penticton.ca](mailto:adam.goodwin@penticton.ca) | t. @cityofpenticton | w. [www.penticton.ca](http://www.penticton.ca)

**From:** Nanette Drobot <[NDrobot@bchousing.org](mailto:NDrobot@bchousing.org)>

**Sent:** January 11, 2021 8:13 AM

**To:** Adam Goodwin <[Adam.Goodwin@penticton.ca](mailto:Adam.Goodwin@penticton.ca)>

**Cc:** Blake Laven <[Blake.Laven@penticton.ca](mailto:Blake.Laven@penticton.ca)>; Danna Locke <[dlocke@bchousing.org](mailto:dlocke@bchousing.org)>; Tammy Bennett <[tbennett@bchousing.org](mailto:tbennett@bchousing.org)>

**Subject:** RE: Follow-up

Hi Adam,

Hope you had a restful holiday season. I wanted to let you know we haven't forgotten about the information requests and are putting those pieces together. These will be forwarded to you once they are available.

One thing that I was hoping to discuss with both you and Blake is the Victory Shelter. As you know, we have a temporary use permit with an end date that is coming soon. We are very concerned about the impact to the community once that temp use permit expires and we are left with no alternate location to house these 42 individuals. I'm not sure if you think we need to have another workshop type meeting with Mayor and Council to talk about this and brainstorm potential solutions. As you know, solutions work best when they are a result of collaboration with our city and community partners. We want to continue the momentum that we started around building those relationships with Council and ensuring they have the information they need to make decisions in the best interests of their community.

I'm hoping we can have a call to discuss next steps?



Nanette Drobot | Regional Director | Operations - Interior Region  
Mobile: 250.490.6621 | [ndrobot@bchousing.org](mailto:ndrobot@bchousing.org) | [www.bchousing.org](http://www.bchousing.org)  
451 Winnipeg Street, Penticton, BC V2A 5M6

I acknowledge that my work place is within the ancestral, traditional, and unceded territory of the Syilx Okanagan people.

**The information contained in this email is confidential. If you receive this email in error, please advise the sender and delete the email immediately.**

**From:** Adam Goodwin <[Adam.Goodwin@penticton.ca](mailto:Adam.Goodwin@penticton.ca)>

**Sent:** Monday, December 14, 2020 9:06 PM

**To:** Nanette Drobot <[NDrobot@bchousing.org](mailto:NDrobot@bchousing.org)>

**Cc:** Cheryl Hardisty <[Cheryl.Hardisty@penticton.ca](mailto:Cheryl.Hardisty@penticton.ca)>; Blake Laven <[Blake.Laven@penticton.ca](mailto:Blake.Laven@penticton.ca)>; Danna Locke <[dlocke@bchousing.org](mailto:dlocke@bchousing.org)>

**Subject:** Re: Follow-up

Thanks Nanette. I know Council will appreciate any information that you can provide. If I do not talk to you in the next few days, please have a great holiday season!

Thank you,

Adam Goodwin | City of Penticton | 171 Main Street | Penticton, BC | V2A 5A9 | c. 250.328.8872 | e. [adam.goodwin@penticton.ca](mailto:adam.goodwin@penticton.ca) | t. @cityofpenticton | w. [www.penticton.ca](http://www.penticton.ca)

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**From:** Nanette Drobot <[NDrobot@bchousing.org](mailto:NDrobot@bchousing.org)>

**Sent:** December 14, 2020 4:22 PM

**To:** Adam Goodwin; Danna Locke

**Cc:** Cheryl Hardisty; Blake Laven

**Subject:** RE: Follow-up

Hi Adam,

Both Danna and I appreciate the opportunity to have the conversation and we look forward to having more conversations about how we work collaboratively to deliver housing in Penticton.

We are working on your information requests and have internally linked with our Research team. I'll loop back once they have an opportunity to gather the information. There may be a bit of a timing issue as a number of staff within the Commission are taking some time off given the relentless nature of COVID and the need to support staff to recharge the batteries.

We will provide a full answer to your requests as soon as we can get the information.

Thanks,



**BC HOUSING**

---

Nanette Drobot | Regional Director | Operations - Interior Region  
 Mobile: 250.490.6621 | [ndrobot@bchousing.org](mailto:ndrobot@bchousing.org) | [www.bchousing.org](http://www.bchousing.org)  
 451 Winnipeg Street, Penticton, BC V2A 5M6

I acknowledge that my work place is within the ancestral, traditional, and unceded territory of the Syilx Okanagan people.

**The information contained in this email is confidential. If you receive this email in error, please advise the sender and delete the email immediately.**

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**From:** Adam Goodwin <[Adam.Goodwin@penticton.ca](mailto:Adam.Goodwin@penticton.ca)>

**Sent:** Friday, December 11, 2020 3:09 PM

**To:** Danna Locke <[dlocke@bchousing.org](mailto:dlocke@bchousing.org)>; Nanette Drobot <[NDrobot@bchousing.org](mailto:NDrobot@bchousing.org)>

**Cc:** Cheryl Hardisty <[Cheryl.Hardisty@penticton.ca](mailto:Cheryl.Hardisty@penticton.ca)>; Blake Laven <[Blake.Laven@penticton.ca](mailto:Blake.Laven@penticton.ca)>

**Subject:** Follow-up

Hi Danna and Nanette:

Thanks for the time you spent with the City earlier this week in the conversation with Council.

As a follow-up, BC Housing mentioned some of the data/information it uses to inform its decision making. As an extension to that conversation, is BC Housing able to directly provide any of the following?

- Point in Time Homeless Count results (example)
- Needs assessment and/or BC Housing's overall strategy/plan for Penticton
- Data BC Housing uses and/or has used to make decisions about what it builds in Penticton (e.g., demand analysis)
- Information about shelter spaces (e.g., population, capacity, usage)
- BC Housing Community Profile for Penticton
- BC Housing's definitions/description of services in each type of housing (e.g., shelter vs. supportive housing, what does wrap-around services actually mean/entail)
- Regional context (e.g., are there recent/upcoming projects in West Kelowna, South Okanagan)

If you have any questions, please let me know. Have a great day!

Thank you,

Adam Goodwin | City of Penticton | 171 Main Street | Penticton, BC | V2A 5A9 | c. 250.328.8872 | e. [adam.goodwin@penticton.ca](mailto:adam.goodwin@penticton.ca) | t. @cityofpenticton | w. [www.penticton.ca](http://www.penticton.ca)

---

THIS IS **EXHIBIT "O"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



# Temporary Use Permit Application

Planning Department-Development Services Division  
 171 Main St. | Penticton B.C. | V2A 5A9  
 P: (250) 490-2501 | E: planning@penticton.ca

**penticton.ca**

Effective: March 1, 2020

Application(s) #	TUP PL2021-8952		
Master Project #	PRJ21-015	Date Received:	Feb 8, 2021
Application Category: (Check all that apply)		Fees	
<input type="checkbox"/> Temporary Use Permit (\$800)			\$ 880.00
<input checked="" type="checkbox"/> Temporary Use Permit Renewal (\$400)			\$
<input type="checkbox"/> Title Search (\$21 per property)		# of Searches:	\$ 21.00
		Total Fees	\$ 901.00
Applicant Information (Property Owner or Agent**)		**See Agency Agreement	
Name(s): Adam Romagnoli, ASCT		Phone: 250-770-5200	
Company: BC Housing Management Commission		Cell: 250-360-6695	
Mailing Address: 451 Winnipeg St. Penticton BC		Email: aromagnoli@bchousing.org	
Property Owner(s) Information (From Current Title Search)			
Name(s): Bobby Nia		Phone: 604-922-3953	
Company: Pentictonia Holdings Ltd.		Cell:	
Address: 1127 Keith Rd. West Vancouver, BC V7T 1M7		Email: westgate@telus.net	
Property Information (Please submit a separate page if more than three properties are being developed)			
Civic Address and Legal Description/PID: 352 Winnipeg St. PID: 018-287-391 LOT A DISTRICT 4 GROUP 7 SIMILKAMEEN DIVISION YALE (FORMERLY YALE-LYTTON) DISTRICT PLAN KAP49367			
Civic Address and Legal Description/PID:			
Civic Address and Legal Description/PID:			



**Please provide a brief description of your proposed development.**

If approved, the extension to the 352 Winnipeg site would continue to provide 42 much needed beds available to those in Penticton experiencing homelessness. Given the critical situation we face with COVID-19, and the challenges the pandemic poses to our unsheltered and highly vulnerable population in Penticton, this shelter continues to serve a critical function in community. We continue to experience at or near 100% occupancy at this site. The shelter would be operational until March 31, 2022.

PDSCL is prepared to continue to be the operator with meals being delivered from Compass House, as well as continuing to operate the shelter at Compass House. The current operating model will continue including a minimum of two 24/7 staffing as well as 24/7 security. We have experienced significant community support at this site and we continue to have ongoing outreach with immediate neighbours to ensure any issues are mitigated to the greatest extent possible.

Interior Health will continue to provide daytime in-reach supports to Victory Shelter. This would include outreach, overdose prevention and liaising to support primary care, as well as ongoing case management for those connected with mental health and substance use services through IH.

We are requesting a consideration of this extension application at your earliest opportunity given the potential impact to staffing that a delayed decision could have. We are hoping for a seamless operation such that services can be maintained without interruption after April 1, 2021.

**Coordinating Professionals:**

*List any professionals known to date (such as an Architect, Engineer, etc). Use additional sheet if necessary.*

<b>Name:</b> TBD at this time	<b>Phone:</b>
<b>Company:</b>	<b>Cell:</b>
<b>Address:</b>	<b>Email:</b>
<b>Name:</b>	<b>Phone:</b>
<b>Company:</b>	<b>Cell:</b>
<b>Address:</b>	<b>Email:</b>

**Applicant/Agent Confirmation**

As **applicant**, I confirm that I have attached to this application the required plans and specifications of the proposed development in accordance with the application checklist. I accept responsibility for processing delays caused by incorrect or insufficient submission materials. I understand that this application form is a public document and that any and all information contained in it, excluding personal information as that term is defined in the *Freedom of Information and Protection of Privacy Act*, is open for inspection by the public and may be reproduced and distributed to the public as part of a report(s) to Council or for purposes of a public hearing. And, I understand that approval is subject to Staff and Council deliberation and assessment

Adam Romagnoli



Feb. 8, 2021

Print Name

Signature

Date

**For Office Use**

Cheque / Debit / Cash	Name/Address:
Amount:	
Received By:	

THIS IS **EXHIBIT "P"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line extending to the right.

---

A Commissioner/Notary Public for the  
Province of British Columbia.

# Council Report

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**Date:** March 2, 2021 **File No:** 352 Winnipeg St  
**To:** Donny van Dyk, Chief Administrative Officer  
**From:** Adam Goodwin, Social Development Specialist, and Blake Laven, Director of Development Services  
**Address:** 352 Winnipeg Street

**Subject:** Temporary Use Permit PL2021-8952 and Location Selection Guidelines

---

## Staff Recommendation

THAT Council, in response to the application from BC Housing for a Temporary Use Permit to continue operating the temporary emergency shelter at 352 Winnipeg Street for an additional year, to March 31, 2022, select between the following two options:

- Option 1: Deny "Temporary Use Permit PL2021-8952", a permit that allows for a temporary emergency shelter at 352 Winnipeg Street to operate until March 31, 2022.
- Option 2: Direct staff to begin public notification for "Temporary Use Permit PL2021-8952" and that the permit be considered at the March 16, 2021 Regular Council meeting.

AND THAT Council direct staff to work with the City's Safety and Security Advisory Committee and bring back recommendations to Council on supportive housing and shelter location selection guidelines to ensure that any future facilities are located in locations that adhere to the criteria.

## Strategic Priority Objective

- **Community Safety:** The City of Penticton will support a safe, secure and healthy community.

## Background

### *Shelter and Supportive Housing*

"Shelter" is intended to be a temporary, crisis response for an individual experiencing an episode of homelessness. It forms an integral part of the housing continuum. "Supportive housing", as was shared by 100 More Homes at the February 16, 2021 Committee of the Whole, is a part of recovery-orientated services for individuals experiencing or at risk of homelessness.

Currently, Penticton does not have location selection criteria for shelters or supportive housing. This can make it difficult for service providers, BC Housing, Interior Health, the Province, and others to understand the City's expectations when selecting a location for a shelter or housing. Other municipalities (e.g., City of Kelowna) are currently in different stages of developing criteria. Staff are recommending that groups such as

100 More Homes, other municipalities in the region, and other community partners be engaged to draft location selection criteria to help in the community's decision making of the location of housing options.

## Housing Spectrum

Shelter services and supportive housing are a part of a community's housing spectrum (see Figure 1).



Figure 1. Housing Continuum with Examples of Programs

### *Shelter Services in Penticton*

Prior to COVID, Penticton had the following shelter services:

- Year-round shelter for women and children fleeing intimate partner violence (location confidential);
- Year-round shelter for youth (location confidential);
- Year-round emergency shelter at Compass Court on Main Street;
- Emergency winter shelter (*surge capacity*) at Compass Court on Main Street; and
- Extreme weather shelters (opened when there was a high risk of loss of life due to weather, such as high accumulation of snow or low temperatures) at ad-hoc locations (e.g., in January 2020 it was at Oasis Church).

Due to COVID and the related health orders, the emergency winter shelter typically at Compass Court could not open in winter 2020-2021. Therefore, due to COVID, Penticton had the following shelter services in the winter of 2020-2021:

- Year-round shelter for women and children fleeing intimate partner violence (location confidential);
- Year-round shelter for youth (location confidential);
- Year-round emergency shelter at Compass Court on Main Street;
- Provincial COVID isolation shelter at 352 Winnipeg Street;
- Emergency winter shelter (*surge capacity*) at 352 Winnipeg Street; and
- Extreme weather shelter (opened when there was a high risk of loss of life due to a high accumulation of snow or low temperatures) at the Church of Nazarene.

Penticton currently has several supportive housing, for persons with complex needs who are at risk of homelessness. The most recent examples of these include:

- Fairhaven on Skaha Lake Road (2017);
- Burdock House on Winnipeg Street (2019);
- Compass House on Main Street (2019);

- The location that BC Housing and the Province are proposing at 3240 Skaha Lake Road for an additional building for individuals experiencing or at risk of homelessness.

Each one of the facilities above was developed as one-off projects, without an overarching location guidelines to be considered. Having location selection criteria would assist the Province, BC Housing, Interior Health Authority, and service providers of the City's expectations around locations for these types of facilities.

### *Temporary Use Permit Application*

Council in October 2020 approved a temporary use permit (TUP) allowing the operation of a temporary emergency shelter at 352 Winnipeg Street, for up to 42 beds. The permit was intended to create additional shelter space to replace the winter shelter that normally is accommodated at Penticton's current main emergency shelter at 1706 Main Street (Compass Court). Given the public health orders that were in place heading into the winter, it was not possible to accommodate the usual numbers at Compass Court – hence the need for the additional beds in another location over the winter.

BC Housing has applied to operate the shelter at the subject property year-round for an additional year beyond the original approval (until March 31, 2022). In its application, BC Housing cites the need for the additional shelter space due to COVID and the need in the community. It outlines the following operational aspects of the proposal should the permit be approved:

- Penticton and District Society for Community living (PDSCL) will continue to operate the facility as it has since its opening in November 2020.
- The shelter will be staffed 24/7 with a minimum of two staff on at all times and potentially more during the day time.
- Security will continue to patrol the facility 24/7.
- Interior Health will continue to provide daytime in-reach supports at the 352 Winnipeg Street shelter. This would include outreach, overdose prevention and liaising to support primary care, as well as ongoing case management for those connected with mental health and substance use services through Interior Health.

BC Housing has requested consideration of the application at the earliest convenience to ensure either proper staffing should the permit be approved or an orderly decampment should the permit not be supported.

## **Analysis**

### *Temporary Use Permit*

During the initial consideration of the original Temporary Use Permit, the expectation was that this facility would only be used for winter capacity, replacing what was supposed to be accommodated at Compass Court. During consideration of the original application, Council heard concern from neighbouring residents and business groups on the location of the facility. While Council suggested it was sympathetic to the concerns, the decision was made to support the shelter on a temporary basis because of the COVID situation and the upcoming winter season, and that BC Housing had provided limited-to-no-other options.

During the Council discussion in 2020 on the original application, it was inferred that for next year a different location should be identified if Compass House could not return to its pre-COVID capacity due to health orders.

Prior to staff conducting further notification with the neighbourhood on the new application, as is a required part of the Temporary Use Permit process, staff wanted to provide Council with the opportunity to know that the application has been received and have the opportunity to provide staff with some direction. If Council has no wishes to support an additional TUP for this location, then Council could provide that direction prior to potentially creating additional anxiety to the neighbourhood that public notification could create.

Furthermore, BC Housing has requested that Council consider the subject application at its earliest convenience. This meeting was the earliest that the application could be brought to Council and having consideration at this meeting did not provide the necessary time to conduct the required notification.

Given the above, staff have recommended two options for Council's consideration:

- Option 1: Deny the permit application
- Option 2: Direct staff to do the required notification and present Council with a report

Under the first option, staff would communicate to BC Housing and the current facility operator, PDSCL, that the expectation is that the emergency shelter will cease operation on April 1, 2021 as was the original intention for the facility. This would save the neighbourhood from having to provide Council with their feedback. The property would still be able to be used as a hygiene centre and COVID isolation centre as long as the public health orders pertaining to COVID remain in effect.

Under the second option, staff would send letters to all properties within a 45m radius from the subject property and advertise the intention for the continued use of the facility for an additional year. Staff would also prepare a technical report with analysis and a recommendation with options for Council to consider. Staff would also, likely, invite BC Housing and/or PDSCL in to present to Council and be available to answer questions from Council on the proposal.

### *Location Criteria*

During Council's 2020 deliberation of the TUP consideration, Council indicated that it may wish to engage in a process to identify location selection criteria for services such as shelters and supportive housing.

To help guide future selection of locations (should there be any), the City can provide direction to proceed in the development of location selection criteria. Examples of criteria from other communities include:

- Not within  $x$  metres of certain sensitive uses (e.g., elementary school),
- Given the health complexities of some individuals experiencing homelessness, some communities make it mandatory that services be within  $x$  metres of the hospital or other urgent care facility,
- Reasonable access for emergency first responders (e.g., reasonable room for a fire truck that is requested to help staff with an overdose of a shelter stayer), and
- A location that has been, or can be quickly, inspected by the Penticton Fire Department to ensure that there are no significant concerns about the safety of the shelter stayers or staff/volunteers working in the shelter.

Staff are recommending that Council consider providing staff with direction to develop location selection criteria. Staff are recommending that this process include a review of criteria developed by other communities (e.g., Kelowna is currently developing criteria), consultation with groups such as 100 More Homes, engagement opportunity on [shapeyourcitypenticton.ca](http://shapeyourcitypenticton.ca) and working closely with the Safety and Security Advisory Committee.

#### Attachments

N/A

Respectfully submitted,

Blake Laven,  
Director of Development Services

Adam Goodwin  
Social Development Specialist

Concurrence

Chief Administrative  
Officer

**DvD**

THIS IS **EXHIBIT "Q"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.





# Minutes

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## Electronic Regular Council Meeting<sup>1</sup>

held via Zoom City of Penticton  
171 Main Street, Penticton, B.C.

Tuesday, March 2, 2021  
at 1:00 p.m.

### Present via Zoom:

Mayor Vassilaki  
Councillor Bloomfield (arrived at 1:02 p.m.)  
Councillor Regehr  
Councillor Robinson  
Councillor Sentes  
Councillor Watt

### Staff via Zoom:

Donny van Dyk, Chief Administrative Officer  
Angie Collison, Corporate Officer  
Jim Bauer, CFO/ General Manager, Finance & Administration  
Blake Laven, Director of Development Services  
Anthony Haddad, General Manager, Community Services  
Kristen Dixon, General Manager of Infrastructure  
Larry Watkinson, Fire Chief (left the meeting at 1:33 p.m.)  
Cheryl Hardisty, Senior Executive Assistant  
Caitlyn Anderson, Deputy Corporate Officer

### 1. Call to Order

The Mayor called the Regular Council Meeting to order at 1:00 p.m.

### 2. Introduction of Late Items

### 3. Adoption of Agenda

65/2021

### It was **MOVED** and **SECONDED**

THAT Council adopt the agenda for the Regular Council Meeting held on March 2, 2021 as presented.

**CARRIED UNANIMOUSLY**

### 4. Recess to Committee of the Whole

Council recessed to a Committee of the Whole Meeting at 1:01 p.m.

### 5. Reconvene the Regular Council Meeting

Council reconvened the Regular Council Meeting at 1:25 p.m.

<sup>1</sup> In accordance with the Province of BC Ministerial Order No. M192, the Council of the City of Penticton is participating in the meeting without public attendance.

**6. Adoption of Minutes:**

6.1 Minutes of the February 16, 2021 Regular Meeting of Council

66/2021

**It was MOVED and SECONDED**

THAT Council adopt the minutes of the February 16, 2021 Regular Meeting of Council as presented.

**CARRIED UNANIMOUSLY**

**7. Consent Agenda:**

67/2021

**It was MOVED and SECONDED**

THAT Council approve the Consent Agenda:

1. Minutes of the February 16, 2021 Committee of the Whole Meeting;
2. Penticton and Ellis Creek Restoration Select Committee Meeting Draft Minutes of February 12, 2021;
3. Community Sustainability Advisory Committee Meeting Draft Minutes of February 17, 2021.

**CARRIED UNANIMOUSLY**

**8. Committee and Board Recommendations**

**9. Correspondence**

**10. Staff Reports:**

10.1 Fire Protection Mutual Aid Agreement with RDOS

68/2021

**It was MOVED and SECONDED**

THAT Council approve the renewal of the one-year Fire Protection Mutual Aid Agreement with the Regional District of Okanagan Similkameen (RDOS);

AND THAT Council authorize the Mayor and Corporate Officer execute the Mutual Aid Agreement.

**CARRIED UNANIMOUSLY**

10.2 Zoning Amendment Bylaw No. 2021-10

Re: 3115 Juniper Drive

69/2021

**It was MOVED and SECONDED**

THAT Council give first reading to "Zoning Amendment Bylaw No. 2021-10", a bylaw to rezone Lot 2 District Lot 2710 Similkameen Division Yale District Plan 26199, located at 3115 Juniper Drive, from RC (Country Residential) zone to R1 (Large Lot Residential) zone, to allow for a future 3-lot subdivision;

AND THAT Council forward "Zoning Amendment Bylaw No. 2021-10" to the March 15, 2021 Public Hearing.

**CARRIED UNANIMOUSLY**

10.3 Temporary Use Permit PL2021-8952 and Location Selection Guidelines  
Re: 352 Winnipeg Street

70/2021

**It was MOVED and SECONDED**

THAT Council, in response to the application from BC Housing for a Temporary Use Permit to continue operating the temporary emergency shelter at 352 Winnipeg Street for an additional year, to March 31, 2022, deny "Temporary Use Permit PL2021-8952", a permit that allows for a temporary emergency shelter at 352 Winnipeg Street to operate until March 31, 2022;

AND THAT Council direct staff to work with the City's Safety and Security Advisory Committee and bring back recommendations to Council on supportive housing and shelter location selection guidelines to ensure that any future facilities are located in locations that adhere to the criteria.

**CARRIED UNANIMOUSLY**

10.4 Beach Vending Program

71/2021

**It was MOVED and SECONDED**

THAT Council refer the three-year beach vending program to the Parks & Recreation Advisory Committee for their review and recommendation;

AND THAT Council direct staff to investigate a "Vending Hub" concept and refer to the Parks & Recreation Advisory Committee for their review and recommendation.

**CARRIED UNANIMOUSLY**

10.5 Penticton Creek Projects Update

72/2021

**It was MOVED and SECONDED**

THAT staff undertake interim emergency repairs to structures 3 and 4 on Penticton Creek at an estimated cost of \$150,000, funded from the existing Penticton Creek Revitalization – Reach 3 - General Capital Budget;

AND THAT the funding strategy for the 2021 Penticton Creek projects be re-evaluated once the City receives notification from the various grant processes.

**CARRIED UNANIMOUSLY**

10.6 COVID-19 Safe Restart Task Force Update

73/2021

**It was MOVED and SECONDED**

THAT Council received this report titled "COVID-19 Safe Restart Task Force Update" for information;

AND THAT staff return to the March 16, 2021 Regular Council Meeting with selected COVID Safe Restart Task Force recommendations and information from staff on their costs and possible implementation.

**CARRIED UNANIMOUSLY**

**11. Bylaws and Permits:**

- 11.1 Official Community Plan Amendment Bylaw No. 2021-08  
Zoning Amendment Bylaw No. 2021-09  
 Re: 1830 Ridgedale Avenue

74/2021

**It was MOVED and SECONDED**

THAT Council give second and third reading to "Official Community Plan Amendment Bylaw No. 2021-08";

AND THAT Council adopt "Official Community Plan Amendment Bylaw No. 2021-08".

**CARRIED UNANIMOUSLY**

75/2021

**It was MOVED and SECONDED**

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2021-09";

AND THAT Council adopt "Zoning Amendment Bylaw No. 2021-09".

**CARRIED UNANIMOUSLY**

- 11.2 Zoning Amendment Bylaw No. 2021-07  
 Re: 780 Westminster Avenue East

76/2021

**It was MOVED and SECONDED**

THAT Council deny further readings and close and abandon "Zoning Amendment Bylaw No. 2021-07".

**CARRIED UNANIMOUSLY**

- 11.3 Development Cost Charges Amendment Bylaw No. 2019-45

77/2021

**It was MOVED and SECONDED**

THAT Council adopt "Development Cost Charges Amendment Bylaw No. 2019-45".

**CARRIED UNANIMOUSLY****12. Notice of Motion:**

- 12.1 Notice of Motion introduced by Mayor Vassilaki on February 16, 2021  
 Re: Additional Community Safety Officers

78/2021

**It was MOVED and SECONDED**

THAT Council direct staff to bring back a report in April 2021 with details and funding options for additional community safety officers, within Bylaw Services, that would cover the hours from 6 am – 11 pm, 7 days a week, to strengthen the City's response to the social and safety challenges the City is currently facing.

**CARRIED UNANIMOUSLY****13. Business Arising****14. Council Round Table****15. Public Question Period**

**16. Adjournment:**


79/2021

**It was MOVED and SECONDED**


THAT Council adjourn the Regular Council meeting held on Tuesday, March 2, 2021 at 3:00 p.m.

**CARRIED UNANIMOUSLY**

Certified correct:

  
\_\_\_\_\_  
Angie Collison  
Corporate Officer

Confirmed:

  
\_\_\_\_\_  
John Vassilaki  
Mayor

THIS IS **EXHIBIT "R"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.

## Shelter and Supportive Housing Location Selection Guidelines

penticton.ca

The following guidelines are intended to be used for identifying locations for shelters and supportive housing with the goal that the facilities minimize conflicts with other nearby land uses.

Proposed shelter or supportive housing facilities shall be located according to the following siting criteria, with the acknowledgment that the existing shelter at 1706 Main Street is the City's main homeless shelter and all homelessness services should flow from that location:

1. Shelters shall be developed and follow the BC Housing Shelter Design Guidelines (see Appendix B). Applications for shelters should provide documentation showing how the proposed facility meets the guidelines.
2. Shelters and supportive housing units must be a minimum of 150 m from K-12 private and public schools and 150m from Marina Way Beach, Okanagan Beach, Skaha Beach, Gyro Park, Lakawanna Park, Marina Way Park, Okanagan Lake Park, Rose Garden, Skaha Lake Park, and SS Sicamous.
3. Shelter and supportive housing units must not front any of the following highways: Lakeshore Drive, Main Street (100-700 blocks), Martin Street (100-300 blocks), Riverside Drive, Skaha Lake Road, and Westminster Avenue.
4. Where possible, shelters shall not be near businesses that rely on foot traffic, and residences/homes for older adults/seniors, and should be near health/medical services.
5. Where possible, shelter and supportive housing facilities shall not be within 400m of another shelter / supportive housing facility.
6. Shelter and supportive housing services should generally not be co-located, unless designed for separate access and amenity space.
7. Abstinence based / recovery focused facilities may be exempted from the above noted guidelines, subject to their being less than 12 persons in size.
8. Shelter services focused on women / children fleeing violence or abuse are exempt from these guidelines and their locations shall remain confidential.
9. The City's Zoning Bylaw shall apply to all new proposed shelter and supportive housing facilities. Generally, new shelter services should look to obtain a temporary use permit for land use approval as opposed to permanent rezoning of the land.
10. Other shelter facilities / services, with the exception of shelter services for women and children fleeing violence and/or shelters with an abstinence focus, shall host a maximum of 12 individuals at one location and generally be temporary in nature and operating only when required to provide additional capacity to the main shelter facility at 1706 Main Street.
11. Shelters established for extreme weather for 20 persons and under, shall be exempted from the requirement for a Temporary Use Permit with notification to the City of the location and expected duration that the facility will remain open / active.

Appendix A: Map

Appendix B: BC Housing Shelter Design Guidelines (as updated)





# SHELTER DESIGN GUIDELINES

September 2017

# TABLE OF CONTENTS

1. Overview .....	1
2. Understanding Current & Future Needs.....	3
2.1 Needs Analysis.....	3
2.2 Functional Program.....	3
2.3 Consultation with Stakeholders.....	4
3. Design Principles.....	5
3.1 Shelter Users are Diverse.....	5
3.2 Safety & the Client Mix.....	6
3.3 Incorporating Shelters with Transitional or Other Housing.....	6
3.4 Conversion, Renovation, or New Construction.....	7
3.5 Crime Prevention Through Environmental Design (CPTED).....	7
4. Design Objectives.....	8
4.1 Meeting Program Needs.....	8
4.2 Durability, Operational Needs & Operating Costs.....	9
4.3 Efficiency in Design & Area Layout.....	9
4.4 Designing for Accessibility.....	10
4.5 Safety & Security for Clients, Staff & Community.....	11
4.6 Flexibility for Short & Long-Term Use.....	12
4.7 Neighbourhood Integration.....	12
4.8 Warm, Welcoming Spaces.....	13
4.9 Designing for Minimal Barrier Shelters.....	14
5. Program Area Design Features.....	15
5.1 Reception/Entry.....	15
5.2 Gathering Place/Day Activity Room.....	16
5.3 Health & Medical Support.....	16
5.4 Counselling & Support Service.....	17
<i>Counselling Room/Case Worker Offices</i> .....	17
<i>Administrative Support Spaces</i> .....	17
5.5 Food Services.....	17
<i>Commercial Kitchen</i> .....	17
<i>Common Dining Area</i> .....	18
5.6 Hygiene.....	19
<i>Washroom/Bathroom Facilities</i> .....	19
<i>Laundry Facilities</i> .....	21

5.7	Indoor Storage .....	22
	<i>Client Storage</i> .....	22
	<i>Staff Storage</i> .....	22
	<i>Clothing Storage &amp; Distribution</i> .....	22
5.8	activity space/temporary bed spaces.....	23
	<i>Computer Area/Library Room</i> .....	23
	<i>Multi-Purpose Room</i> .....	23
6.	Shelter Sleeping Accommodation.....	24
6.1	Multi-Bed Configurations .....	25
6.2	Dormitory Room Configurations.....	26
6.3	Configurations for Gender .....	27
6.4	Flexible Temporary Bed Spaces.....	27
7.	Ancillary & Utility Services .....	28
7.1	Janitorial Rooms .....	28
7.2	Mechanical/Electrical Rooms .....	28
7.3	Receiving/Loading Dock .....	28
7.4	Garbage & Recycling .....	29
7.5	Heat Treatment Room .....	29
8.	Outdoor Spaces .....	30
8.1	Smoking Areas.....	30
8.2	Storage .....	30
8.3	Amenity Space.....	30
8.4	Adequate Parking for Staff & Visitors.....	31
9.	Finishes, Materials & Building Systems.....	32
9.1	Materials & Finishings.....	32
9.2	Building Systems.....	33
	<i>Security System</i> .....	33
	<i>Mechanical &amp; Electrical Systems</i> .....	34

Facility images and plans provided by:

**3030 Gordon** (Coquitlam)  
*Raincity Housing & Support Society,*  
*dys architecture*

**Our Place** (Victoria), *Our Place Society*

**Powell Place Women's Emergency Shelter**  
 (Vancouver), *The Bloom Group, NSDA Architects (covers),*  
*Kinetic Construction (Bob Matheson, Photographer)*

**Rock Bay Landing Shelter** (Victoria)  
*Victoria Cool Aid Society,*  
*Jensen Group Architects*

**Yukon Shelter** (Vancouver)  
*Lookout Emergency Aid Society*

# Overview

BC Housing has prepared this guide to assist non-profit societies and development teams with the planning, design, and development processes for upgrading existing shelters, or constructing new emergency shelters. In BC, shelters vary significantly by size, building type, layout, and types of spaces they include – many are created through the conversion of existing buildings. Although these guidelines represent best practices, each new or upgraded shelter may involve some design compromises, reflecting the availability of an appropriate building and/or location.

These guidelines focus on space requirements and layout. Societies and development teams should also use BC Housing's most current version of *Design Guidelines & Construction Standards*, which provides more detailed building specifications, and is available at the BC Housing website. In considering the design of new or upgraded emergency shelters, integration with sound, comprehensive operating policies and procedures, and appropriate staff training is essential.

In BC, emergency shelters operate under the *Emergency Shelter Program*, which is administered by BC Housing. Emergency shelters and outreach workers are part of a housing continuum that helps people move from homelessness to permanent accommodation and, provide with supports as necessary. In considering the development of a new shelter, or upgrades to an existing one, reference should be made to the most current version of BC Housing's *Emergency Shelter Program Framework*, which also provides definitions for terms used in the planning and operations of shelters.



Figure 1: Powell Place, Vancouver. This 52-bed shelter involved a major renovation of an existing shelter.

Gateways to permanent housing, shelters provide supports, and must include the following:

- Emergency accommodation – a safe, secure place to sleep;
- Facilities for hygiene;
- The provision of nutritious food;
- Office and meeting spaces to enable case planning and programming for clients; and
- Where possible, space for primary health provision.

Where a new or upgraded shelter will be the only one in a community, the facility should be designed and operated as a minimal barrier shelter, which accommodates those who:

- Are dealing with addictions and/or mental health issues;
- Require harm reduction supplies, including clean needles, access to safe disposal (sharps containers), condoms, etc.;
- Require access to primary health care;
- Cannot be refused service unless extenuating health/safety issues present;
- Require physical accessibility;
- Require appropriate sized and secure storage facility for their belongings, including a cart, bike, etc; and
- Have a pet.

# Understanding Current & Future Needs

## 2.1 NEEDS ANALYSIS

To support the proposition of a new or renovated shelter, an analysis should be undertaken to determine the client group(s) to be served, and ensure their needs are fully understood. Where possible, the analysis should identify current and future needs, the required scale of the project, and the best location to provide these services.

Projecting shelter bed need is an inexact process. Conducting an analysis does not need to be a large and complex activity, but should draw on core housing need within the community and age group, population trends, existing shelter use information, homeless counts, and discussions with local agencies, including the health authority and municipality. Analyzing the number of subsidized housing units in the community or within the regional district, average rents and rental vacancies should be considered for understanding market conditions. The role outreach workers play within shelters and community, as well as that of any existing or proposed shelters in the community (if applicable), should be taken into account. BC Housing is also a useful source of information for a needs analysis. Refer to *BC Housing Need and Demand Study*.

Where a new or upgraded shelter will be the only one in a community serving all or a single gender client group, the facility should be designed and operated as a minimal barrier shelter.

## 2.2 FUNCTIONAL PROGRAM

Following the completion of a needs analysis, an architect should be contracted to develop a preliminary functional program that responds to the identified needs, and how the shelter will be operated. Shelters may not always be needed permanently, and so should be designed with flexibility to allow conversion into permanent housing or to meet needs of changing population groups within the shelter, where possible. The functional program will determine site needs, building layout, design order of

magnitude capital and operating budgets, funding requirements, and efficiency of the building design. Operating policies and budgets for the shelter must also be taken into account. In understanding a functional program, the design team should consider the efficiency of common and circulation areas to the shelter sleeping areas based on operational needs.

### **2.3 CONSULTATION WITH STAKEHOLDERS**

BC Housing is the primary funder for both the capital and operating costs of most shelters in the province. If anticipating funding from BC Housing, sponsoring groups should review BC Housing's *Emergency Shelter Program Framework*, and *Design Guidelines & Construction Standards*, as well as this document and other related requirements. Completed needs analysis, functional programs, and consultation with the local agencies should be done prior to finalizing any plans. The design team should also consult with operations staff in the early design phase to ensure decisions consider the operator's capacity and staffing levels to efficiently run the facility.



# Design Principles

## 3.1 SHELTER USERS ARE DIVERSE

Those who are homeless often have diverse and complex needs. In particular, clients experiencing mental illness and addiction issues provide significant challenges for shelters and their staff. The complex, and often multiple, needs of homeless individuals require design details and operating policies that respond appropriately. Homeless populations include:

- Women, and women fleeing violence;
- Seniors experiencing age-related conditions, such as diabetes, Alzheimer's, and dementia, as well as older adults with mobility impairments;
- Families, such as single mothers with children, single fathers, and couple-led families;
- Youth who are homeless or at risk of homelessness, such as those aging out of provincial care;
- Aboriginal populations, the share of Aboriginal shelter users varies considerably from one region to another;
- Individuals of all ages who are substance users;
- LGBTQ2S individuals, a primary concern in serving this group is the availability of appropriate spaces, such as gender neutral washrooms, etc.;
- Individuals with mental health conditions;
- Couple;
- Working poor;
- Transient populations and new immigrants, such as transient workers from other provinces in Canada, new immigrants to Canada, etc.
- People with varying levels of physical abilities, such as those with physical disabilities, mobility issues, or developmental disabilities.



Some locations may also be influenced by the proximity of situations that generate particular needs, such as communities adjacent to institutions (e.g., jails), or rural areas with seasonal employment.

### **3.2 SAFETY & THE CLIENT MIX**

Safety is important for all shelter users, staff, and visitors. Because there are so many varying needs, sponsors should carefully consider the proposed mix of client groups to be contained within one building. Women with children, women fleeing violence, those who are active in survival sex work, and unattached youth (up to the age of 19) are particularly at risk, and should not be accommodated in the same shelters as single men. For shelters and emergency housing intended for women with children, it is recommended that consideration be given to the development of programs which solely target this population in order to avoid safety issues associated with client mix.

When men, women, and transgendered individuals are to be accommodated in the same shelter, design features should be incorporated to ensure safety throughout the building, including secure and separate sleeping quarters, as well as separate lounge and washroom facilities.

In addition to safety protocols for harm reduction, shelter design needs to provide some separation for people with challenging behaviours, easy access to harm reduction supplies, and safe disposal of sharps/bio hazard containers. These shelters often require appropriate staffing, clear staff sightlines, or video monitoring.

### **3.3 INCORPORATING SHELTERS WITH TRANSITIONAL OR OTHER HOUSING**

It is a common strategy to incorporate shelters into other housing forms builds capacity and options for flow, usually transitional housing. This integration can often make the best use of a site, provide economies of construction and staffing, and offer opportunities for sharing certain facilities and services. This approach also enables residents to build on existing relationships with support staff when they transition from the shelter into transitional housing. The residents get a consistent approach to support services, and the staff get to know the residents better, and are able provide more effective supports.

However, proximity of a shelter can be challenging for some transitional housing residents as they are attempting to move away from the street, and towards permanent housing and independence. Transitional housing that accommodates children should not share entrances or elevators, or other facilities, with a shelter.

### 3.4 CONVERSION, RENOVATION, OR NEW CONSTRUCTION

The need for a new shelter, or additional capacity for an existing shelter, can often arise quickly, requiring a timely response. Finding a site or building suitable to the scale of need, that is appropriately located, and that will secure community and municipal support for rezoning and other approvals, is often a major challenge. In site planning, opportunities for outdoor space to accommodate bikes, buggies, carts, smoking areas, and delivery access for food are important. Depending on circumstances, appropriate responses may include modifications to an existing shelter, converting a building from an entirely different use, modular housing, or new construction. Modular or pre-fabricated buildings can provide an especially quick response to community need for a shelter. However, for new buildings, especially for those using modular units, it is important to determine site servicing ability.

### 3.5 CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

Site planning and building design should consider CPTED strategies, e.g., territoriality, natural surveillance activity support, and access control, as well as other recognized CPTED principles. For more information, see BC Housing's *Design Guidelines & Construction Standards 2014: Section 4 Crime Prevention Through Environmental Design*.

## Design Objectives

Certain objectives should guide building layout and choice of materials when designing or upgrading a shelter. The objectives listed below are key when considering a building's functional quality, long-term operational efficiency, and outcomes related to user satisfaction. Refer to the most current version of BC Housing's *Design Guidelines & Construction Standards* for more detailed building specifications.

### 4.1 MEETING PROGRAM NEEDS

New shelters must provide spaces that align with BC Housing's *Emergency Shelter Program*, specifically including:

- Emergency accommodation – a safe, secure place to sleep;
- Facilities for hygiene;
- The provision of nutritious food;
- Office and meeting spaces to enable case planning and programming for clients;
- Where possible, space for primary health provision; and
- Provision of accommodation with as few barriers as possible to allow more people access to services.

If the proposed shelter is the only shelter in the community, design and operations must meet minimal shelter barrier requirements, as per the *Emergency Shelter Program*.

## 4.2 DURABILITY, OPERATIONAL NEEDS & OPERATING COSTS

Design decisions should consider cost effective building operations, which can be impacted by the number of beds per floor, ease of supervision, and sightlines for common spaces. Consideration of required staffing levels is also important.

Operational costs are also impacted by the durability of materials used in the building's construction, and their ease of maintenance, as well as the various fixtures, fittings, and furniture. Durable design should consider:

- Flooring materials that are durable and easy to maintain;
- Wall surfaces that accommodate impacts in critical locations;
- Door and closet hardware that are easily operable by persons with limited strength and dexterity;
- Plumbing and electrical fixtures and accessories that are durable and easily replaceable;
- Bathroom fixtures that are to be easily replaceable and floor drains to avoid flooding;
- Infestation control to maintain the health and hygiene of the clients;
- Furniture selection that is vandal and abuse resistant and bed-bug proof;
- Access for shelter users is to be designed with consolidation of maintenance and ease of operation. For example card readers, electric strikes, or suitable locksets where required, with consideration of maintenance and ease of operation.
- Elevator controls and buttons are to be heavy duty for durability to withstand abuse.

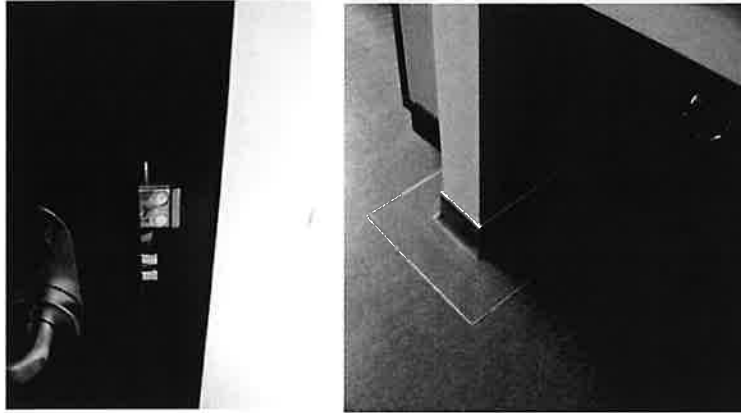


Figure 2: Examples of durable flooring & door hardware, Rock Bay Landing

## 4.3 EFFICIENCY IN DESIGN & AREA LAYOUT

Design and layout should provide a building that is spatially efficient, with amenity and support service spaces that maximize efficiency of circulation for both shelter users and staff. It is recommended that program spaces be centrally located close to staff sightlines, and grouped for efficiency.

#### 4.4 DESIGN FOR ACCESSIBILITY

All emergency shelters must be accessible to those with mobility impairments. This accessibility may not always involve wheelchair use, but an increasing number of individuals are using walking aids, e.g., walkers. Storage space, additional grab bars, roll-in showers, and resilient, non-slip floors are a few examples of building details that will assist this group. Accessibility requirements should be designed in accordance with the BC Building Code, and reference shall also be made to BC Housing's *Design Guidelines & Construction Standards*.

Design should consider the following, but is not limited to:

- All exterior and interior common areas intended for shelter users (including landscaped open space, outdoor recreation areas, walkways and program spaces) should be universally accessible to persons of all ages and degrees of ability.
- Stairs and ramps must be easily usable by people with reduced mobility and impaired vision.
- The design should consider rough-in wiring in the building entry/lobby for future automatic door opener.
- Accessible washrooms must have resilient, non-slip floors, knee clearance under the sink, ADA-compliant toilets with seats at 430 mm – 480 mm (1'-4" to 1'-7") from the floor, solidly backed grab bars, and clear door openings as specified in BC Building Code.
- Roll-in showers should be provided for wheelchair accessible showering.
- All doors, faucets, and showerheads should have lever handles rather than knobs.
- Light switches, thermostats, other controls, and storage should be mounted at a height accessible for a person in a wheelchair.
- Outdoor seating area is to be durable, low maintenance, and universally designed.



Figure 3: Example of accessible washroom, 3030 Gordon



Figure 4: Example of roll-in shower, 3030 Gordon

- Install low resistance, delayed action closers for all doors on accessible routes, including suite entrance doors in accessible sleeping area.

## 4.5 SAFETY & SECURITY FOR CLIENTS, STAFF & COMMUNITY

Safety and security are extremely important design factors for shelter staff, visitors, and users. These factors must also be matched by, and integrated with, operational policies. When designing a building to accommodate men, women, couples and transgendered individuals, it is a requirement that women-only sleeping accommodation and washroom facilities are securely separated from the men's accommodation areas. A women-only lounge/meeting room should also be provided.

Some key considerations for safety and security include, but are not limited to:

- Good exterior lighting for entrances and outside spaces;
- Adequate interior lighting for hallways, elevator and staircases;
- Reception area at the main entrance;
- Security mechanisms for staff, including alarms;
- Avoidance of entrapment spaces, and incorporation of surveillance alarms;
- Adequate circulation/gathering areas to avoid spaces that could aggravate tensions;
- For staff supervision, ensure good sightlines for all building spaces that involve outdoor areas, entrance(s), circulation, gathering, or programs;
- Resilient, non-slip floors in critical areas, such as entrances, washrooms, and kitchens;
- Surveillance cameras in selected locations such as hallway, staircase, elevator, entrance and common areas;
- Secure storage and/or lockers for client belongings; and
- Maximum glazing common area doors to improve security where appropriate.



Figure 5: Examples of shelter entrances, left: Powell Place & right: Rock Bay Landing. The latter also provides oversight to the exterior courtyard

## 4.6 FLEXIBILITY FOR SHORT & LONG-TERM USE

Flexibility is important in emergency shelter design to ensure changing needs (both short and long term) are met to avoid functional inadequacy, and to minimize the costs of change. Designing with flexibility in mind is not an easy task, but is possible:

- Layouts, plumbing, and electrical components should be designed to permit amalgamation of two shelter sleeping rooms into one small apartment; and
- Flexible support spaces should be designed to convert/change to different functions over time, as required.

## 4.7 NEIGHBOURHOOD INTEGRATION

No matter where they are located, or proposed to be located, shelters are usually controversial. When designing new buildings, or upgrading existing ones, sponsors should anticipate concerns from the neighbourhood, and local authorities having jurisdiction as they go through the rezoning process. While it will be important to demonstrate that the proposed shelter will be designed to be a good neighbour, it will be equally important to commit to operational protocols that will help meet this objective, such as communications protocols, regular meetings with neighbours, and monitoring and maintenance of the public areas immediately adjacent to the shelter.

The following design features should be considered for neighbourhood integration:

- Adequate interior spaces, and operating procedures to avoid sidewalk line-ups for access;
- Adequate on-site parking/storage for buggies/trolleys, and bikes;
- Windows and surveillance cameras that provide staff with sightlines onto the street;
- Off-street areas for smoking, sitting, and pets;
- Exterior design that integrates into the neighbourhood by using residential materials and colours to avoid an institutional appearance; and
- Adequate, but non-intrusive, exterior lighting.



Figure 6: Example off-street area, 3030 Gordon Project

## 4.8 WARM, WELCOMING SPACES

Shelters are meant for short-term emergency accommodation. However, consideration should still be given to creating a warm, welcoming and safe environment. This concept is important for clients, but also valuable for staff members who work in these spaces on a longer-term basis. Design considerations will vary according to the clients served in the shelter, but may include:

- Colour choices for floors, walls, and furniture for people with visual impairments;
- First Nations art for shelters serving Aboriginal individuals;
- Choices of outdoor and indoor common area furniture types to accommodate accessibility;
- Activity space facilities for training, art work, etc.;
- Women-only programming spaces in mixed-gender shelters to allow privacy;
- For shelters that accommodate women and children, a play/toy area, and space that accommodates strollers for small children;
- Inclusivity for LGBTQ2S through universal bathroom signage and art; and
- Bulletin board for the notices, shelter facility policies, job postings, and to display art work.



*Figure 7: Example of gender neutral washroom signage, 3030 Gordon*



## 4.9 DESIGNING FOR MINIMAL BARRIER SHELTERS

Minimal barrier shelters are designed to accommodate all homeless people, including those with challenging behaviours that may be disruptive or difficult for other shelter users and staff. Such shelter users are not expected to abstain from alcohol/drugs. Addictions are viewed as health conditions, and the shelter will have harm reduction practices and procedures in place, including provision of information, safe injection and smoking supplies, and safe options for syringe disposal.

Minimal barrier shelters will have the design features identified in this guide, and those of particular importance include:

- Secure and accessible storage space for harm reduction supplies;
- Opportunities for accommodating individuals with disruptive behaviours, e.g., through a proportion of single rooms, and sitting areas outside of sleeping rooms;
- Secure outdoor storage for buggies, and bikes;
- Adequate indoor storage space for shelter users belongings, such as designated bins or lockers for valuables;
- A medical room for visiting medical professionals to serve shelter clients; and
- Opportunities for accommodating individuals have pets.

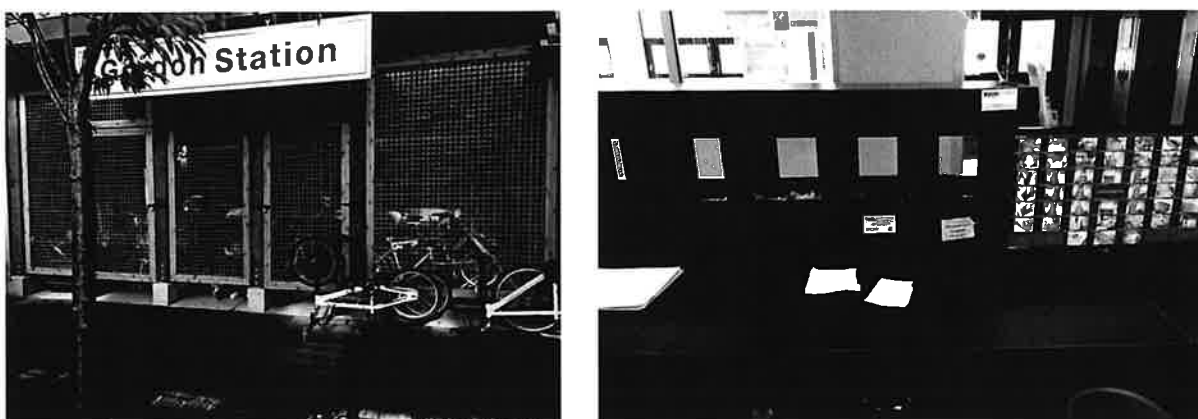


Figure 8: 3030 Gordon examples, left: outdoor storage, and right: harm reduction supply storage.

# 5

## Program Area Design Features

Provision for program area spaces will depend on design principles and objectives outlined earlier in these Guidelines, the level of support services to be provided for the shelter residents, project size, location, and budget parameters. For renovation or conversion projects, it is recognized that existing conditions, or user considerations may override the recommendations contained in these Guidelines. If such is the case, approval from BC Housing should be obtained at the schematic or preliminary design stage of the project.

### 5.1 RECEPTION/ENTRY

- The lobby reception area should be sufficiently scaled to the size of the shelter and the flow of people. There should be adequate space for client intake, including those with mobility impairments, to avoid crowding and lining up on the street. This space should provide seating areas and a drinking water fountain;
- The entrance should have a vestibule, and surveillance cameras monitored 24 /7 by staff. The staff shall the ability to control opening/closing of both sets of entry doors from the front office for the visitors. The design should consider rough-in wiring at the entrance for a future automatic door opener;
- The reception office should be a secure space, with good staff sightlines to the street, the entrance/vestibule, circulation, gathering and program spaces, and elevators, if provided; and
- Where a shelter is combined with transitional housing, consider access control, client flow, and security in the design process. Transitional housing that accommodates children should not share the same entrances with the shelter.



Figure 9: Example of reception area, Rock Bay Landing

## 5.2 GATHERING PLACE/DAY ACTIVITY ROOM

The gathering place/day activity room allows clients to remain in the shelter during the day. This space may be co-located with the dining room, where there are space restraints, and should not seat less than 50% of the building's bed capacity.

This area may include a TV or recreational games. Furniture should be comfortable, durable, and easily maintained. Manoeuvring space for mobility-impaired individuals should also be a consideration when determining furniture layout.



Figure 10: Example of gathering place, Yukon Shelter

## 5.3 HEALTH & MEDICAL SUPPORT

A ground floor space for visiting medical professionals should be a minimum of 14 m<sup>2</sup> (150 sf), and be equipped with an examination bed, lockable cabinet, small desk, washbasin, countertop, and paper towel dispenser. A second access is required to allow unimpeded exit from this room. For minimum barrier shelters, provide spaces for shelter users to access harm reduction supplies.



Figure 11: Example of medical room, 3030 Gordon



Figure 12: Example of medical supply storage, 3030 Gordon

## 5.4 COUNSELLING & SUPPORT SERVICE

Counselling services are an important part of a shelter's services. The number of counselling or case worker offices, together with administration office spaces, will vary according to the size of the shelter, and its associated programs. Access to a counselling office should not be through an administration office.

### COUNSELLING ROOM/CASE WORKER OFFICES

This space should anticipate the increasing age and potential mobility impairment of clients, and at least one space should be sized to handle wheelchairs, scooters, and walkers. Design, via furniture configuration or a second access, should allow staff to exit the room unimpeded. Partition walls between offices, corridors or adjacent spaces should be insulated for sound reduction, and have a sound rating of STC 55. Glazed (tempered or safety glass) doors should be provided to improve security.



Figure 13: Example of case worker office, Powell Place

### ADMINISTRATIVE SUPPORT SPACES

Office support areas will vary with shelter size. These spaces should be a minimum 10.5 m<sup>2</sup> (113 sf) and secure, and have adequate space for desks, lockers, cabinets, staff seating area, files, and office equipment. A telephone, cable, and data outlets should also be provided. The staff washroom should be convenient to the office location.

## 5.5 FOOD SERVICES

### COMMERCIAL KITCHEN

A commercial kitchen may be necessary, depending on shelter size. A commercial kitchen, when provided, shall have appropriate receiving/loading area and serve one full hot meal a day per resident. Other options include a servery for food prepared elsewhere, or a small kitchen. To determine the correct option, size, design, and required equipment for a kitchen relative to the planned size of the shelter and operating budget, a commercial kitchen designer should be engaged early in the process. Kitchens should include a small office/nook, as well as dry goods and cold storage. For easy service and loading dock access, kitchens should ideally be located on the ground floor.

For family shelters, it is also recommended to have a shared space for shelter users to cook their own meals, or participate in life-skills training activities.

### COMMON DINING AREA

Shelters should contain seating opportunities with two, four, and six-seat tables, and could include some high tops. Dining room seating should be sized to accommodate the capacity of the shelter in one sitting, but larger shelters may need to have multiple sittings. Provisions should be made for a small countertop area, and a microwave for shelter users to heat up food.



Figure 14: Example of commercial kitchen, Powell Place



Figure 15: Example of dining room, Rock Bay Landing



Figure 16: Example of dining room and kitchen area for shelter users, Powell Place



## 5.6 HYGIENE

### WASHROOM/BATHROOM FACILITIES

Washroom/bathroom design should consider safety, inclusion, and flow of users. Washroom facilities are required to be divided into three types: 1) for clients newly arrived at shelter, 2) for existing shelter residents, and 3) for staff.

#### **Common Washrooms for Newly Arrived Clients**

Ground floor washrooms and showers are required for use by clients newly arrived at a shelter, and should be located near staff sightlines and close to the reception area for ease of monitoring. At least two (2) individual washrooms should be gender neutral, and one of these should also be wheelchair accessible and include a shower. The accessible washroom should be designed to the requirements of the BC Building Code, and be equipped with grab bars to facilitate transfers.

#### **Common Washrooms for Shelter Residents**

For the washrooms for clients already living in the shelter, there are three main configuration options: 1) private (within a single-bed room), 2) semi-private (within rooms as per the three-bed configuration shown in Figure 24), or 3) shared washrooms. The advantage of private or semi-private washrooms should be weighed against operations and maintenance costs, as well as possible security problems that may arise.

The minimum standards for shared washrooms are:

- One washbasin per four beds;
- One shower stall per four beds. Shower stalls should each have a door;
- One toilet stall per four beds; and
- For women's shelter spaces, include sinks in bedrooms where possible. For shared washrooms, consider providing one or more bathtubs, depending on shelter size.



Figure 17: Example of individual washroom, 3030 Gordon



Figure 18: Example of a shower stall, 3030 Gordon



Figure 19: Example of toilet stalls, 3030 Gordon

### ***Washroom(s) for Staff***

Provision should be made for a separate ground floor staff washroom(s), including a shower close to reception or administrative support spaces. The staff washroom should be designed with non-slip flooring, a floor drain, toilet, sink, vanity, shower, and common washroom accessories, such as a toilet paper holder, soap dispenser, and towel dispenser.

### ***Overall Washroom Design***

Designing washrooms for existing shelter residents (Type 2) depends on the specific need and intended function of the shelter. Facilities can be designed as either multi-stall common washrooms, gender-neutral individual washrooms, or a combination of both. Designation of individual gender-neutral washrooms may increase flexibility, and reduce waiting time and flow of users through the facilities. Provision of shower rooms separate from toilet rooms could also be considered.

Washroom design for newly arrived clients and existing shelter residents (Type 1 and 2) should follow the requirements below, and be adjusted as appropriate for those receiving services within a facility:

- Washrooms need to have inclusive signage for transgender and gender diverse individuals that include function-based icons instead of gender figures;
- To allow for privacy, stall doors should have minimal gaps on the sides. Toilet doors need to have a space between the bottom of the door and the floor to allow staff to see if a user is in distress;
- It is recommended that the main door to a multi-stall washroom be provided with glazing to provide staff sightline in case of emergency. It is also recommended that locks be avoided in these doors to ensure access at all times. Design that allow for door-less entrance while providing privacy should be considered where possible.
- Stall door in common washroom or door in individual washroom locks should be secure, and have a safety mechanism that allows staff or emergency responders to open from the outside. If approved by the municipalities and authority having jurisdiction, washroom stall doors should open outward to allow easy access for emergency responders. Also, allow for an emergency panic button where necessary;
- Ceiling and wall tiles or panelling, as well as ventilation covers, should be securely affixed to eliminate spaces for concealing or discarding syringes, or other items;
- Washrooms should include resilient, non-slip sheet flooring with flash cove and floor drains;

- Provide general washroom accessories, including paper towels, soap, toilet tissue and dispensers, clothes hooks, safety mirrors, towel grab bars, high velocity electric handdryers and, in women's washrooms, feminine napkin disposal bins. Sharps containers need to be securely affixed to walls;
- Sufficient mechanical ventilation and exhaust should be provided for odour control;
- Provide tamper proof toilet tanks (tanks with bolt down lids) or tankless toilet to eliminate spaces for discarding syringes;
- Where possible, shutoff valves should be located outside of the bathrooms or in accessible location; and
- Floor drains should be installed in all washrooms.

## LAUNDRY FACILITIES

Shelters should typically provide two laundry rooms – a commercial laundry to wash bed linens, towels, and donated clothing items for shelter provider, and a smaller laundry for shelter users' personal use. Both laundries should be located on the ground floor, well ventilated to avoid moisture problems, and close to exterior walls to minimize the length of dryer duct runs. Other provisions to include are non-slip flooring with cove base, floor drains, glazed (safety or tempered glass) access doors to avoid entrapment, and disabled access.

### ***Shelter Provider Laundry***

Washers and dryers should be commercial grade, Energy Star rated, and front-loading on raised platforms. A stainless steel laundry sink, shelves, and significant countertop space (minimum 2.4 m or 7.8 ft) should be provided for folding clean laundry. One commercial washer and dryer for up to 15 beds is recommended, and two of each for 16 to 40 beds.

### ***Shelter Users Laundry***

A wheelchair accessible common laundry room should be provided at a ground floor location, preferably close to a gathering space, with clear staff sightlines. The space should include a small commercial grade washer and dryer, a counter for folding clean laundry, a small seating area, and an accessible height sink with open knee space underneath. Doorways, millwork heights,



*Figure 20: Example of shelter provider laundry, Rock Bay Landing*



location of outlets and type of laundry equipment must be suitable for use those with mobility or visual impairments. The shelter provider can determine if the laundry equipment should be coin operated, card access, etc.

## 5.7 INDOOR STORAGE

Types of shelter storage should mainly consist of the following:

### CLIENT STORAGE

Many individuals who are chronically homeless, or who are “coming indoors” for the first time in a long time may well have many belongings. Adequate and secure storage space in the ground floor area is a requirement for a minimal barrier service provision, including space for carts, buggies, pet carriers, and bikes. The availability of this space can mean a better chance of engaging individuals to come indoors, and work towards accessing appropriate housing. This space may be created within the building, but may also be provided in outdoor areas.

A separate pet kennel is not usually recommended due to the risk of spreading of infections among pets, and because of limited operational services. Consultation with local authorities is required for having any outside storage areas for pets.

### STAFF STORAGE

Provide a conveniently located area for staff to store furniture, mattresses, maintenance materials, equipment, and other miscellaneous items.

### CLOTHING STORAGE & DISTRIBUTION

Many operators provide clean, donated clothing for shelter clients, and space for storage and distribution is best provided on the ground floor. Fittings should include clothing hangers, and shelving for folded goods. A countertop and small change room, as well as a separate space for receiving and sorting clothing (preferably with vehicle parking access) are desirable. In larger shelters, this space can be provided within a basement, and may be associated with underground parking.



Figure 21: Example of donated clothing storage space, Rock Bay Landing

## 5.8 ACTIVITY SPACE/TEMPORARY BED

## **SPACES**

Where space permits, the following rooms should be included in the shelter design, and sized appropriately:

### **COMPUTER AREA/LIBRARY ROOM**

This space would allow shelter users to charge personal electronic devices, and/or use a shared computer for employment searches and training purposes.

### **MULTI-PURPOSE ROOM**

The facility may provide for a multi-purpose room, which can be used for meetings, training classroom, social services programs, activities/art space, or temporary bed spaces in extreme weather. This area may also be used as a family meeting space for parents and children in a mixed gender shelter, or as a quiet area for people to relieve stress caused by the noise and crowded conditions associated with shelter operations – this is particularly important for elderly persons, people with mental health illnesses, and parents with young children.

Design, via furniture configuration or a second access, should allow staff to exit the room unimpeded.

## Shelter Sleeping Accommodation

Sleeping accommodation is the central service of a shelter. Many of the shelters proposed for upgrading currently accommodate clients through bunk beds in multiple rooms. This has, in part, arisen out of necessity, as shelters have sought to increase accommodation to meet demand within existing buildings. However, large rooms containing bunk beds are not recommended for new shelters. Sleeping accommodations should be provided through multiple rooms with single, rather than bunk, beds. This strategy provides the following advantages:

- Mobility-impaired individuals have easier access to beds, and in between beds;
- Potential for conflict is reduced by the provision of more space;
- Accommodation is more dignified because it recognizes the value of the individuals, and avoids the perception of warehousing.



Figure 22: Example of women's 3-bed room with sink & lockers, Rock Bay Landing

## 6.1 MULTI-BED CONFIGURATIONS

The preferred format for sleeping accommodations in new shelters is single beds in small rooms. Large shelters, with multiple single bedrooms, will require extensive corridor space, necessitating the need to consider multi-bed sleeping accommodation where available space is limited. The number of beds per room will, in part, be determined by shelter size, community need, and the diversity of the clients in the shelter. To accommodate clients, such as families or couples, single rooms should be provided.

The recommended maximum number of beds per room is four, efficiently accommodating individuals without overcrowding (see Figure 25).

The four-bed format can also be reconfigured as a three-bed layout that includes a shower and toilet, with a separate sink in the location of the fourth bed. The three and four-bed configurations offer the design opportunity for two rooms to be combined into a small apartment in the future. Shelters may also include one and two-bed configurations – one-bed spaces can accommodate individuals with couples, single parents with children, individuals with disruptive sleeping patterns, or other behavioral issues. The minimum required floor area for each bed space is 4.6 m<sup>2</sup> (50 sf).



Figure 23: Example of women's 2-bed room with sink & lockers, Powell Place

Minimum recommended floor areas are:

- Single bed – Minimum 3.0 m x 3.9 m (9.8 ft x 12.8 ft), with or without washroom
- Single bed – Minimum 3.9 m x 4.0 m (12.8 ft x 13 ft), with disabled access, with or without washroom
- Two-bed – Minimum 2.8 m x 4.3 m (9.2 ft x 14.1 ft), without washroom
- Three-bed – Minimum 3.5 m x 5.3 m (11.5 ft x 17.4 ft), with washroom
- Four-bed – Minimum 3.5 m x 5.3 m (11.5 ft x 17.4 ft), with no washroom

Other recommended features to include:

- A locker and small side table, as well as a durable wall mounted light fixture, should be provided for each bed in multi-room configurations;
- Wall, floor, and ceiling assemblies between bedrooms should target an STC rating of 50;
- Provide awning or casement type opening windows;
- For storage in the rooms, provide additional closet area or shelves if required.

## 6.2 DORMITORY ROOM CONFIGURATIONS

In upgraded shelters, where space is limited and a dormitory configuration is selected, the recommendation is a maximum of eight single beds per room, with a minimum of 4.6 m<sup>2</sup> (50 sf) per bed.

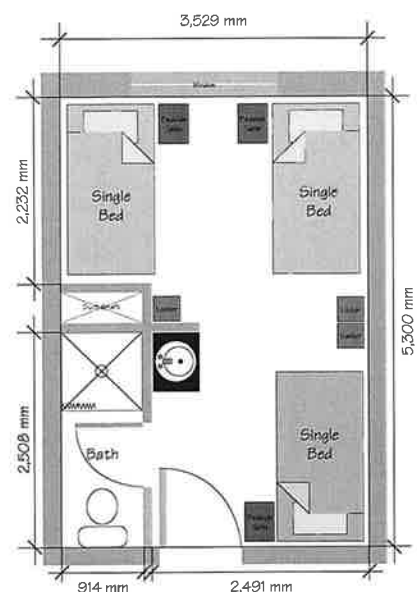


Figure 24: Typical 3-bed women's sleeping space (18.7 m<sup>2</sup>), Rock Bay Landing (based on original drawings from Jensen Group Architects)

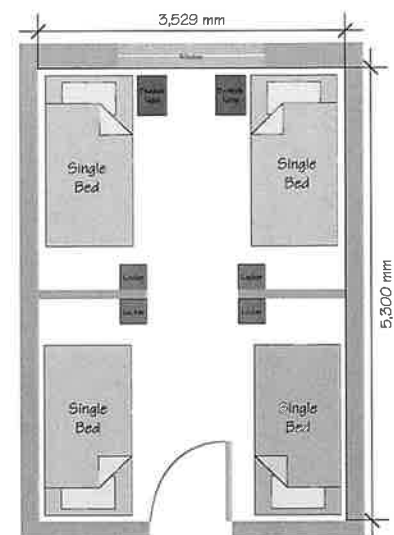


Figure 25: Typical 4-bed men's sleeping space (18.7 m<sup>2</sup>), Rock Bay Landing (based on original drawings from Jensen Group Architects)

### **6.3 CONFIGURATIONS FOR GENDER**

When a shelter provides accommodation for a mix of genders, the proportion of beds for each can be difficult, given that numbers can vary significantly. Sleeping areas must be separate and secure. Designing sleeping accommodations to be flexible and easily varied for different gender proportions can be done, but is difficult. To create this opportunity, issues of security, fire exiting, and washroom access must be considered.

### **6.4 FLEXIBLE TEMPORARY BED SPACES**

Where possible, shelters should consider providing flexible space for extreme weather conditions, and the provision of an overflow area for sleeping mats. The square footage of the space will depend on shelter size, but the space should include storage cupboards for sleeping mats. A multi-purpose room, the main dining room, or a women-only meeting room may offer opportunities for this type of temporary space.



# Ancillary & Utility Services

## 7.1 JANITORIAL ROOMS

A janitorial room should be provided on the ground floor, and include a precast, slip-resistant floor, floor-mounted mop sink, and wall-mounted faucet, with provision for a hose end. In larger shelters with multiple floors, additional janitorial rooms should be provided on the upper floors (e.g., one every third floor), as required for efficient access, and should be located close to elevators.

In addition to a floor drain, each room should have appropriate fixtures and fittings for cleaning equipment storage, including commercial grade shelving. Sufficient mechanical ventilation is required in these areas.

## 7.2 MECHANICAL/ELECTRICAL ROOMS

Mechanical and electrical rooms should be located as close as possible to the entry point for utilities to allow for efficient distribution, including space and access for servicing. Where these service rooms are located adjacent to shelter sleeping areas, additional noise and vibration measures must be incorporated to ensure these systems do not disrupt residents. Refer to BC Housing's *Design and Construction Standards*.

## 7.3 RECEIVING/LOADING DOCK

Easy access for transporting food supplies from the street to the kitchen should be provided. The size of the receiving/loading area should be relative to a shelter's overall size.

## 7.4 GARBAGE & RECYCLING

A contained, easily accessible exterior area is needed for regular garbage and recycling pick-up. Ideally, constructed with a high impact concrete floor and walls, and a floor drain, this space should have adequate room to house a garbage skip, recycling bins, hose bib, and a hose with a hand sprayer. If required, mechanical ventilation could be included for odour control.

## 7.5 HEAT TREATMENT ROOM

The provision of a heat treatment room will be project specific. Shelters will need to provide a heat treatment (or bed bug treatment) room within their facilities, or in an outside area to prevent and manage bed bug infestations for shelter users' belongings or furnishings. See BC Housing's *Design Guidelines and Construction Standards, Section 5* for further specifications for this type of space.



Figure 26: Example of "bed bug" room, 3030 Gordon



## Outdoor Spaces

Outdoor shelter space provides the opportunity for a range of important functions, and avoids impacting public sidewalks. Interior courtyards, or areas screened by the building or wall/fencing, should be considered. Outdoor spaces can include:

### 8.1 SMOKING AREAS

Smoking remains common among shelter users, so a smoking area is important. This area must comply with provincial legislation, or local authorities having jurisdiction, that prohibits smoking within three metres (9.8 ft) of windows and doorways. Where there is a conflict, the more stringent legislation will apply.

### 8.2 STORAGE

Many shelter users require a secure outdoor space for parking of shopping carts and bikes.

### 8.3 AMENITY SPACE

Consider a weather-protected area – an awning, gazebo, or similar – for outdoor seating, and a sorting space. Within staff sightlines, this area should be universally accessible from the main building, and provide seating that is universally designed.

Where required by the operator, a common garden area can be provided for shelter residents to have the experience of planting and producing food, as well as for therapeutic effects.



Figure 27: Example of outdoor courtyard, Our Place



Figure 28: Example of outdoor space, 3030 Gordon



Figure 29: Example of outdoor garden area, 3030 Gordon

#### **8.4 ADEQUATE PARKING FOR STAFF & VISITORS**

Municipalities usually recognize parking needs for shelters will be limited, depending on the building's location and staffing levels. In accordance with municipal requirements, parking for staff and visitors will need to be provided. The area should be secure, well lit, and subject to security camera surveillance.

# Finishes, Materials & Building Systems

## 9.1 MATERIALS & FINISHINGS

Material selection and finishes should reflect client type, durability, ease of maintenance, and local availability. Material choices reduce the opportunity for vandalism or abuse. Refer to BC Housing's *Design Guidelines and Construction Standards, Section 5* for detailed requirements of interior and exterior finishes. A few highlights include:

- **Flooring.** Use resilient sheet flooring with flash cove base throughout. For bathrooms, laundry, and common kitchen areas, slip-resistant sheet flooring with flash cove base is recommended. Low maintenance, no-wax, and non-glare finishes are required.
- **Doors.** For renovation and conversion projects, the configuration of existing doors, and opener sizes, should be reviewed to ensure they meet current Building Code requirements. All exterior doors and interior common area doors should have clear openings of 900 mm (3'-0") with level or roll-over thresholds for accessibility, and lever handles for ease of operation.
- **Glazing.** Maximize glazing (using safety glass) for doors into public areas, laundry rooms, fire separations, and exit stairs, as permitted by the Building Code, to enhance security.
- **Windows.** Utilize awning or casement windows, and consider security when determining size, location, and style. For renovation projects, review the configuration of existing windows, opener sizes, and sill heights to ensure they meet current Building Code requirements. When design permits, provide windows in stairways and corridors to introduce natural lighting.
- **Hardware.** For all doors, windows and millwork, hardware should be easily operable by those with limited strength and dexterity. The design team should consult with the operator and maintenance personnel before choosing these products.

- **Drywall & Paint.** Abuse-resistant drywall should be considered for areas of potentially high damage. Walls and ceilings in common and sleeping areas should be finished with painted gypsum board. Suspended ceiling tiles should be avoided.
- **Infestation Control.** To prevent insects and bed bugs from getting behind baseboards and walls, provide a continuous bead of sealant along:
  - The joint between the finished floor and the bottom of the wall sheathing; and
  - The top edge and underside of the baseboard.

For existing buildings, diatomaceous earth can also be used as a natural pesticide behind baseboards and walls.
- **Millwork.** It is recommended that commercial kitchen, bathroom, and common laundry cabinetry be located on legs so wet floors do not degrade the product.
- **Furniture.** Common area furniture, shelter beds, and furniture in sleeping areas should be made from durable, bed-bug proof, vandal-resistant materials, and secured by sturdy anchor points, if required.

## 9.2 BUILDING SYSTEMS

### SECURITY SYSTEM

Building security system design should correspond with operational capacity and staffing levels. Security measures may include access control, camera surveillance systems, security alarms, emergency call buttons, etc., and be based on a risk assessment of a facility, and an operator's requirements. When planning these systems, it is advisable to engage security experts to assess the types of technology available, and possible locations for installation in consultation with operational staff.

A few things to consider are:

- In general, avoid entrapment spaces (e.g., in elevators, stairwells, and long hallways);
- Elevators, stairwells, and hallways should be well lit and subject to camera surveillance;
- At a minimum provide cameras at main entry points into the building, including all exit and entry doors, all common hallways, staircase, elevator, exterior parking area, common rooms, and any exterior storage areas (but not in the sleeping areas or washrooms);
- Provide delayed egress/alarmed fire exit doors;
- Shelter users should only have access to their own floors, rooms, and designated common areas that include tamper-proof electric strikes, card readers, or suitable

locksets where required (e.g., in co-ed shelters, women-only areas are accessible only by women);

- In order to respond to emergencies, installation of intercoms or emergency call buttons in sleeping rooms, medical rooms, and washrooms can be considered.

## **MECHANICAL & ELECTRICAL SYSTEMS**

- In addition to considering a building's energy requirements, mechanical and electrical system design should optimize reductions in greenhouse gas emissions, and the total life-cycle costs of the building and consider passive design strategies as outlined in Section 3 - Energy and Environmental Design, BC Housing Design Guidelines and Construction Standards;
- A central boiler and storage tank system is the preferred option for multi-unit projects due to maintenance accessibility and serviceability;
- Hot water temperature must not exceed 49°C (120°F) at points of use by residents. Hot water storage tank shall not be below 60°C (140°F) to control the propagation of Legionella bacteria. Provide hot water distribution to common kitchen areas and for janitor sinks at 60°C (140°F);
- All showers shall be provided with thermostatic mixing valves and all other faucets shall be provided with temperature limit stops. The shower valves and faucets shall be set to maximum hot water temperature of 49°C (120°F);
- Indoor air quality is especially important for shelters, and must be considered when designing mechanical and ventilation systems;
- Adjustable lighting levels will enhance efficiency. Light fixtures in multi-bed configurations should be adjustable, and controlled by shelter users;
- A sprinkler protection system is required for all shelters. For renovation and conversion projects, installation of a sprinkler system can impact other fire detection and alarm systems, so a system review should be completed prior to undertaking any sprinkler installation;
- A fire detection, alarm system, and fire plan should be prepared, as required by the BC Building Code and local authorities having jurisdiction. Fire alarms, with flashing strobe lights for residents with hearing impairments, are also required;
- Choice of plumbing fixtures, shower heads, water closets, light fixtures, and sprinkler heads should consider ease of maintenance, supplier availability, and consistency of the application within the facility.

- In areas susceptible to damage, all equipment and wiring devices (including light fixtures, pull stations, exit lights, etc.) should be protected by wire guards or polycarbonate boxes. These locations include storage, janitorial, mechanical, electrical, and similar places.
- Depending on the type of clients and the size of the facility, new shelter design may consider incorporating an emergency back-up generator.



THIS IS **EXHIBIT "S"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



[https://www.pentictionherald.ca/news/article\\_67843da2-7c48-11eb-8198-3715cff19797.html](https://www.pentictionherald.ca/news/article_67843da2-7c48-11eb-8198-3715cff19797.html)

## Housing minister warns of tent city in Penticton

JOE FRIES

Mar 3, 2021

B.C.'s housing minister says there are 1,000 tents and sleeping bags stored in a BC government warehouse and some of them could be headed to a homeless camp in Penticton thanks to city council's decision Tuesday to close a downtown emergency shelter as planned at the end of March.

"That any municipal government, seeing what is happening in Vancouver and Victoria, would flirt with the possibility of a tent city that could not be removed by injunction because there is nowhere else for people to go is very surprising to me," David Eby said in a statement issued late Tuesday.

"I encourage the mayor and council to call the mayors of Victoria and Vancouver and ask them what it is like to have a large-scale encampment where a court would refuse an injunction to clear the tents. It is not pretty, or fun, for the people in the encampment or the people who live near those encampments."

Council voted unanimously Tuesday to deny BC Housing a new temporary use permit that would have allowed the 42-bed shelter in the former Victory Church site at 352 Winnipeg St. to open again next winter and stay in operation through March 2022.

Its current temporary use permit, which council approved reluctantly in October 2020 after being told there were no other alternative sites available with winter just weeks away, expires March 31.

Eby said the B.C. government will try to use legislative tools to override council's decision related to the old Victory Church, but acknowledged it's "not a slam dunk" because the property is privately owned and the province's actions could be challenged in court.

"If we are unable to use statutory immunity or our efforts to do so are overturned by a court, in the short term I have confirmed with BC Housing that they have 1000 tents and sleeping bags in a stockpile. We will do our best to ensure that any encampment that results from this group eviction in

Penticton is as well-run as possible to try to minimize harm to community members and encampment residents. In the longer term, we will attempt to purchase an appropriate site to build the housing in Penticton that is necessary," Eby's statement continued.

"I want to assure the residents of this emergency shelter, and the residents of Penticton generally, that I will use every tool available to me to prevent a tent city in a Penticton park despite city council's decision today. If our government is not able to use the law to continue providing emergency shelter space, we will do our best to ensure the safety of shelter residents who are made homeless, and attempt to manage as best as possible the resulting encampment."

More to come.

THIS IS **EXHIBIT "T"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



Home Office  
Suite 1701 - 4555 Kingsway  
Burnaby BC V5H 4V8  
Telephone: 604 433-1711  
Fax: 604 439-4722

180

March 8, 2021

City of Penticton  
171 Main Street  
Penticton, B.C.  
V2A 5A9

**Attention:**     *The Mayor and Council*

Dear Sirs/Mesdames:

***Re: 352 Winnipeg Street, Penticton (the "Property")***

We write with respect to the decision of the Penticton City Council on March 2, 2021 concerning the 42-bed emergency winter shelter located at the Property (the "**Shelter**").

The facts relating to this matter are as follows:

On October 27, 2020, Penticton City Council authorized the issuance of Temporary Use Permit PL2020-8834 with respect to the Property (the "**TUP**"). The TUP was issued in accordance with Section 493 of the *Local Government Act* to allow for the temporary use of the Property for an "emergency shelter" subject to the following conditions:

1. Permitting the number of beds for winter emergency shelter at the Property to a maximum of 42 beds;
2. Requiring all of the beds in existing support locations in the community be full before using the Property;
3. Requiring appropriate staffing supports to be on-site 24 hours a day;
4. Requiring security to be provided on-site 24 hours a day;
5. Requiring communication be sent to the neighbouring properties from BC Housing indicating resources available for neighbours; and
6. That operations at Penticton's other shelter location remain operational during the winter months with no consolidation of shelter services to the Property.

The TUP is set to expire on April 1, 2021. Following a meeting between the Attorney General and Mayor and Council on February 3, at which the Mayor indicated support for a renewal of the TUP, on February 4, 2021 an application was made by BC Housing to renew the TUP until March 31, 2022. On March 2, 2021 BC Housing's application to extend the TUP until March 31, 2022 was rejected by Penticton City Council.

## **BC Housing's Use of the Property**

BC Housing's interest in the Property is held pursuant to a facility licence agreement dated for reference May 1, 2020 between the registered owner of the Property, Pentictonia Holdings Ltd., as licensor (the "**Licensor**"), and Provincial Rental Housing Corporation ("**PRHC**"), as licensee, as extended by a facility license amendment dated July 24, 2020, and a facility license amendment dated February 8, 2021 (together, the "**License**"). PRHC is a British Columbia corporation wholly-owned by the Provincial Crown and controlled by BC Housing.

The Licence is valid and binding, and gives PRHC the full right and entitlement to exclusively use the Property until March 31, 2022.

## **Paramountcy Option**

Given the dire circumstances surrounding the homeless population in the City of Penticton, which are compounded by the COVID-19 pandemic, the continued use of the Shelter is a matter of urgent need. Were the Shelter to close, at least 42 people would be forced to sleep in outdoor public spaces, such as in encampments in local parks, as has been witnessed in other municipalities in British Columbia. Converting the Shelter to a hygiene and COVID isolation centre would not address the urgent need for indoor spaces in Penticton; isolation spaces can only be accessed by individuals diagnosed as COVID-positive or those who are awaiting test results, and there exist adequate isolation spaces in Penticton.

The Province of British Columbia is required, in the course of its duty to serve the public good, to ensure the health and safety of its citizens. This includes ensuring that the individuals currently staying at the Shelter receive the appropriate care and supports, and do not end up living in unsafe situations subject to the adverse health and social impacts that this would entail. We would draw your attention to the data shared with Penticton Mayor and Council previously, which demonstrates that the Shelter has been operating at full capacity, and that there were 166 people on the Coordinated Access list in January 2021, of whom over 80% have lived in Penticton for more than five years.

One of the powers that is available to the Province in the present circumstances is found in Section 14(2) of the *Interpretation Act*, which grants the "Paramountcy" powers of the Provincial Government.

Paramountcy arises when the provincial government invokes section 14(2) of the *Interpretation Act* of BC, 1996 c 238 (the "**Act**"):

### ***Government bound by enactments; exception***

*14 (1) Unless it specifically provides otherwise, an enactment is binding on the government.*

*(2) Despite subsection (1), an enactment that would bind or affect the government in the use or development of land, or in the planning, construction, alteration, servicing, maintenance or use of improvements, as defined in the Assessment Act, does not bind or affect the government [emphasis added]*

As noted in section 14(1) of the Act, municipal "enactments" are generally binding on the Provincial Government. However, section 14(2) of the *Act* sets out an exception to this general rule, providing that municipal "enactments" do not bind or affect the provincial government if they concern the *"use or development of land or... improvements"*.

Section 14(2) of the Act therefore authorizes the Provincial Government to proceed with the *"use or development of land or... improvements"* in particular instances without complying with the bylaws (including zoning bylaws) of a municipal government.

If the Province were to invoke its Paramountcy powers pursuant to Section 14(2) of the Act, it could properly and lawfully override the Bylaws of the City of Penticton that currently prevent the use of the Property as the Shelter.

### **Proposal**

The Province would prefer not to exercise its extraordinary powers under Section 14(2) of the Act to override the Bylaws of the City of Penticton and allow for the continued use of the Property for the Shelter. However, the Province may be left with no alternative but to do so if an accommodation between the Province and the City of Penticton cannot be reached.

We respectfully ask that the Mayor and Council reconsider its rejection of BC Housing's application to renew the TUP, and permit the Shelter to continue operating on the Property until March 31, 2022. We believe that proceeding in this manner will ensure that both the needs of the people experiencing homelessness in Penticton, and the mutual desires of the City Council of Penticton and the Province to avoid the creation of a homeless encampment in Penticton, can be met.

The Province remains committed to working with Penticton on new permanent housing solutions for people in the community to add to the existing more than 1,000 affordable homes funded through the Province. Construction is set to begin soon on approximately 50 new supportive homes with 24/7 support services being developed on Skaha Lake Road, with completion in early 2022. The supportive homes are the first phase of the site's redevelopment; the rest of the site will be kept available for future affordable housing projects for people in Penticton, including seniors, singles, families and/or people with a disability.

We look forward to your response, which we ask that you provide by no later than Monday, March 15, 2021.

Yours truly,

A handwritten signature in black ink, appearing to read 'Shayne Ramsay', with a stylized, flowing script.

Shayne Ramsay, CEO

THIS IS **EXHIBIT "U"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



*Mayor's Office, City of Penticton*

171 Main Street, Penticton, B.C. V2A 5A9

Tel: 250-490-2400 Fax: 250-490-2402

www.penticton.ca

March 11, 2021

**BC Housing**

1701-4555 Kingsway

Burnaby, BC V5H 4V8

**352 Winnipeg Street, Penticton**

Thank you for your letter dated March 8, 2021, requesting that Council reconsider the decision from March 2, 2021 denying the permit extension application for 352 Winnipeg Street.

Your correspondence will be placed on the agenda for Council's regularly scheduled meeting on March 16<sup>th</sup> for consideration.

I would like to take this opportunity to clarify a number of items, as follows:

- Penticton City Council appreciates you confirming in your letter that 352 Winnipeg Street is a winter shelter. Page 1.
- Your letter states that Council authorized the issuance of a Temporary Use Permit (PL2020-8834) on October 27, 2020. Council authorized this on October 20, 2020. Page 1.
- Regarding your written statement that the Mayor indicated support for a renewal of the TUP at the February 3, 2021 meeting, we refer you to comments made by the Attorney General and Minister Responsible for Housing to *Global News* on March 2, 2021 that indicates that both the Attorney General and Minister Responsible for Housing, and Penticton City Council discussed that Council would give full consideration to the temporary use permit extension. The Mayor never indicated support for renewal which would be entirely inappropriate before having the application introduced to Council. On March 2, 2021, Penticton City Council gave full consideration to the permit extension application, as Council and the Attorney General discussed during the February 3, 2021 meeting that you attended. Page 1.
- The statement that BC Housing made an application on February 4, 2021 to renew the Temporary Use Permit is incorrect. The application, as signed by an employee of BC Housing, is dated February 8, 2021 and was emailed to City of Penticton Development Services staff on February 8, 2021. Page 1. This was received on the same day that Council received a package of statistics from BC Housing which stated that "The TUP will not be extended beyond March 31, 2021."



- Regarding your comment that “at least 42 people would be forced to sleep in outdoor public spaces [when the temporary winter shelter at 352 Winnipeg closes on April 1, 2021],” Penticton City Council would like to note that BC Housing has closed temporary winter shelters every year around the end of March. Additionally, Council would like to note that BC Housing closed a temporary weather shelter in Penticton on February 16, 2021 that it had opened under its emergency powers without public transition plans for each individual. Additionally, each year when BC Housing has closed its Penticton winter shelter, City Council has directed bylaw and development services staff to support BC Housing and the shelter operator in ensuring that each individual in the winter shelter transitions out of the winter shelter. Page 2.
- Regarding your comment that illustrates that there were 166 individuals on the Coordinated Access list in January 2021, Penticton City Council has been very clear that it would be very open to working in partnership with BC Housing on BC Housing’s and the Province’s housing and homelessness plan for Penticton. Penticton City Council is still very open to this partnership, as has been re-iterated numerous times. We have recently hired a new employee into the newly formed social development position with the City to support BC Housing with this plan. Page 2.
- Regarding your statement that the “Bylaws of the City of Penticton currently prevent the use of the Property as the Shelter,” please note that under current City of Penticton Bylaws, Council issued a Temporary Use Permit that is valid until March 31, 2021 for 352 Winnipeg Street to be used as a temporary winter shelter. Page 3.

Yours truly,

A handwritten signature in black ink that reads "John Vassilaki". The signature is written in a cursive, flowing style.

John Vassilaki  
Mayor

THIS IS **EXHIBIT "V"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



*Mayor's Office, City of Penticton*

171 Main Street, Penticton, B.C. V2A 5A9

Tel: 250-490-2400 Fax: 250-490-2402

www.penticton.ca

March 18, 2021

**BC Housing**

1701 – 4555 Kingsway

Burnaby, BC V5H 4V8

**Attention: Mr. Shayne Ramsay, CEO**

**352 Winnipeg Street, Penticton**

Further to your request of Penticton Council to reconsider its March 2, 2021 decision regarding 352 Winnipeg. On March 16, 2021 Council considered this request and passed the following resolution:

9.1 **BC Housing Request for Reconsideration for 352 Winnipeg Street and Related Correspondence**

83/2021

**It was MOVED and SECONDED**

THAT Council receive into the record the correspondence dated March 8, 2021 from BC Housing and deny the request to reconsider the rejection of BC Housing's temporary use application for an emergency shelter at 352 Winnipeg Street until March 31, 2022.

**CARRIED UNANIMOUSLY**

We have encouraged staff to continue working on a transition plan with BC Housing.

Yours truly,

John Vassilaki

Mayor

cc. Penticton City Council  
Donny van Dyk, Penticton CAO

THIS IS **EXHIBIT "W"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5 DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



March 19, 2021

City of Penticton  
171 Main Street  
Penticton, B.C.  
V2A 5A9

*Attention: The Mayor and Council*

Dear Sirs/Mesdames:

*Re: 352 Winnipeg Street, Penticton (the "Property")*

I am writing to confirm BC Housing's intention to continue to operate the 42-bed emergency shelter located at the Property (the "**Shelter**"), notwithstanding the recent decision of Penticton City council not to renew Temporary Use Permit PL2020-8834 (the "**TUP**").

BC Housing is acutely aware of the current need to provide supportive housing to Penticton's residents who do not have access to adequate shelter. We are committed to ensuring that the 42 individuals who are currently housed at the Shelter are not forced to vacate the Shelter at this time, which we believe will be the outcome of the City's unwillingness to renew the TUP.

I refer you again to my letter of March 8, 2021 in which I made it clear that the Province of British Columbia is required, in the course of its duty to serve the public good, to ensure the health and safety of its citizens.

In that context, BC Housing, as a Crown corporation, is required to take whatever steps are necessary to ensure that the 42 individuals who are currently staying at the Shelter continue to receive the appropriate care and supports, and do not end up living in unsafe situations subject to the adverse health and social impacts that their being forced out of the Shelter would entail.

As you know, BC Housing is working with all stakeholders to address, in the longer term, the current state of homelessness in Penticton. In the meantime, there is a pressing and urgent need, as a matter of public policy, to ensure that the Shelter is maintained for a limited period of one more year.

This will prevent an increased number of the City's residents being forced onto the streets of Penticton, which could potentially lead to an encampment being set up in one of the City's public spaces. This is an outcome that is not in the interests of those who are homeless or at risk of homelessness in the City of Penticton, or indeed of the population of the City at large.

Clearly the sentiments of council and the Penticton community at large, along with the powers of the City with respect to the use of land in Penticton, need to be considered in this instance.

However, on a balance of convenience, it is clear that the interest of maintaining the Shelter for an additional period, and protecting its residents, should prevail.

Yours truly,

A handwritten signature in black ink, appearing to read 'Shayne Ramsay', written in a cursive style.

Shayne Ramsay, CEO

THIS IS **EXHIBIT "X"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



---

A Commissioner/Notary Public for the  
Province of British Columbia.



March 30, 2021

Penticton & District Society for Community Living  
180 Industrial Avenue West  
Penticton, B.C. V2A 6X9

**RE: Expiration of Temporary Use Permit PL2020-8834' for 352 Winnipeg Street**

Dear Sirs/Madams:

As you are aware, Penticton City Council has not extended the temporary use permit PL2020-8834 ("TUP") with respect to the use of the property as an emergency shelter. Council considered and unanimously denied the TUP renewal on two occasions.

TUPs provide short-term solutions. This TUP was issued during the winter only between October 27<sup>th</sup>, 2020 through to April 1, 2021 to provide temporary shelter during winter.

While we acknowledge the current impasse with B.C. Housing and the Province, we urge you to act in the best interests of the community, particularly your neighbours at the Cherry Park and Charles Manor Seniors residences.

Penticton City staff are available to work with you on a relocation plan for individuals currently staying at the temporary, winter shelter. We request that you do not accept any additional individuals to stay at the shelter in light of the TUP's approaching expiration.

We thank you in advance for your cooperation on behalf of the Penticton community.

*Blake Laven*

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Blake Laven,  
Director of Development Services  
City of Penticton

cc: Pentictonia Holdings Ltd., Inc. No. BC1185208



THIS IS **EXHIBIT "Y"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.



April 12, 2021

Blake Laven, RPP, MCIP  
Director, Development Services  
City of Penticton  
171 Main Street  
Penticton, BC  
V2A 5A9

Dear Blake,

Thank you for your letter of March 30, 2021.

The Society remains committed to providing services and support to the community's most vulnerable. We have no intention to reduce the services that we agreed to provide as part of our Agreement with BC Housing. We continue to be open and responsive to our neighbours and to ensure our Neighbourhood Watch Team continues on a daily basis responding to issues that are identified to them. We also encourage issues to be brought forward at our bi-weekly meeting so we can work together in a spirit of partnership to develop solutions. We believe that by providing services and support to the community's most vulnerable we are actually reducing neighbourhood impacts and creating opportunities for people to come indoors.

Please direct any requests for a change to our service delivery model to BC Housing. Please also ensure that if there is a bylaw or police related matter that these are brought forward at our bi-weekly meeting to address or calling us directly rather than a letter sent to the building owner threatening fines, etc. This approach provides little in the way of opportunity to problem solve issues and it does not help to create strong partnerships as we work together to try to build solutions around our homelessness crisis in Penticton.

Sincerely,

Tony Laing, CEO  
Penticton and District Society For Community Living

cc: BCHMC

THIS IS **EXHIBIT "Z"** TO THE  
AFFIDAVIT OF **BLAKE LAVEN**  
SWORN BEFORE ME AT PENTICTON, BC  
ON THE 5<sup>th</sup> DAY OF JULY, 2021.



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A Commissioner/Notary Public for the  
Province of British Columbia.

May 3, 2021

Penticton and District Society for Community Living  
180 Industrial Avenue West  
Penticton, B.C. V2A 6X9

Pentictonia Holdings Ltd.  
1127 Keith Road  
West Vancouver, B.C. V7T 1M7

Attention: Tony Laing, CEO

Attention: Bobby Nia

Dear Sirs/Mesdames,

**Re: Ongoing Bylaw Contraventions at 352 Winnipeg Street**

I respond and reference the following correspondence:

1. Email of Pentictonia Holdings ("Property Owner") dated April 20, 2021;
2. Letter from Penticton and District Society for Community Living (the "Society") dated April 12, 2021 ("Society letter"); and,
3. My letter of March 30, 2021 outlining the expired Temporary Use Permit ("TUP letter").

I note that the parties, Society and the Property Owner, have not, as of the drafting of this letter, shared a relocation plan for shelter stayers as sought by Mayor and Council and the TUP letter, nor ceased operations of the shelter at 352 Winnipeg Street. We consider this situation to now be a conflict with the City *Zoning Bylaw*.

We continue to request a plan for the relocation of shelter stayers and a timeline for when 352 Winnipeg Street will be vacated of its non-conforming use.

In your correspondences you refer to B.C. Housing as being the responsible agency with whom you are both taking direction. This matter, however, remains within the jurisdiction and authority of the City and your respective organizations remain directly culpable.

The City is not insensitive to obligations you perceive to both the shelter stayers and outside parties. To substantiate your positions, we kindly ask you provide the following documents:

1. The Tenancy Agreement between the Society and Property Owners;
2. The Agreement(s) between Society, the Property Owner and B.C. Housing or the Provincial Rental Housing Corporation;
3. A Standard Form Agreement between your occupants and the Society;
4. The Shelter attendance summary from the granting of the Temporary Use Permit last fall 2020 to the present;
5. The total number of occupants currently at the Shelter; and
6. Steps you have taken to reduce occupancy of the Emergency Shelter.

Please provide the above on or before May 11, 2021.

In the meantime, we urge the Society to have an emergency meeting with its Board of Directors and for the Property Owner and Society to advise the City as to how you intend to mitigate the situation and comply with our bylaws.

Yours truly,

*BL*

Blake Laven  
Director of Development Services  
City of Penticton

CC: PDSCL Board of Directors  
Penticton City Council