

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

Monday, October 5, 2015
at 6:00 p.m.

1. **Call Regular Council Meeting to Order**
2. **Introduction of Late Items**
3. **Adoption of Agenda**
4. **Adoption of Minutes:**
 - 4.1 Minutes of the September 28, 2015 Public Hearing 1-3 Receive
 - 4.2 Minutes of the September 28, 2015 Regular Council Meeting 4-11 Adopt
5. **Presentations:**
 - 5.1 Proclamation - Mental Illness Awareness Week 12
Re: October 4 – 10, 2015
 - 5.2 Proclamation – Rotary Week 13
Re: October 19 – 23, 2015
 - 5.3 Proclamation – National Teen Driver Safety Week 14
Re: Third full week in October 2015
6. **Delegations:**
 - 6.1 JCI Penticton – Margie Hibbard 15-16
Re: Proclamation - JCI Penticton Day
7. **Reconsideration of Bylaws and Permits:**
 - 7.1 Permissive Tax Exemption Amendment Bylaw No. 2015-46 17-19 Adopt
8. **Staff Reports:**
 - 8.1 Airport Sanitary Sewer Agreement 20-57
Staff Recommendation: THAT following receipt of consent from Board of the Regional District of Okanagan Similkameen to provide service outside of municipal boundaries in accordance with section 13 of the Community Charter, S.B.C. 2003, Chapter 26, Council Authorize the Mayor and Corporate Officer to execute the Penticton Airport Sanitary Sewer Infrastructure Replacement, Upgrading, Cost Sharing and Transfer of Ownership Agreement. as contained in Attachment "A".

GMI

- 8.2 Purchasing Cards – Bank of Montreal (BMO) 58-59
Staff Recommendation: THAT Council authorize staff to waive Purchasing Policy Section 17. On-Going Professional Services with regard to purchasing card services; AND THAT staff be authorized to exercise Purchasing Policy Section 21. Cooperative Purchasing with regard to purchasing card services; AND FURTHER THAT staff be authorized to sign the provincial purchasing card agreement and remain with BMO.

9. Correspondence

10. Committee and Board Reports

- | | | |
|------|--|-------|
| 10.1 | Downtown Revitalization Sub-Committee meeting of September 11, 2015 | |
| | <i>PowerPoint Presentation by staff:</i> | |
| | <i><u>Committee Recommendation:</u> THAT the sidewalk be expanded for the 100 block and the angle parking changed to parallel parking on both sides of Main Street to be consistent with the 200 Block Main Street design;</i> | |
| | <i>AND THAT the crosswalk for the 100 Block is placed on the north side of the Gyro Park entrance gateway that the start of the link road.</i> | |
| | | |
| 10.2 | Tourism Development Task Force meeting of September 17, 2015 | 60-63 |
| | <i><u>Recommendation:</u> THAT Council receive the minutes of the Tourism Development Task Force meeting of September 17, 2015.</i> | |
| | | |
| 10.3 | Penticton Creek Restoration Committee meeting of September 18, 2015 | 64-66 |
| | <i><u>Recommendation:</u> THAT Council receive the minutes of the Penticton Creek Restoration Committee meeting of September 18, 2015.</i> | |
| | | |
| 10.4 | Waterfront Revitalization Sub-Committee meeting of September 18, 2015 | 67-69 |
| | <i><u>Recommendation:</u> THAT Council receive the minutes of the Waterfront Revitalization Sub- Committee meeting of September 18, 2015.</i> | |

11. Notice of Motion

12. Other Business

13. RDOS Update

14. **Business Arising from In-Camera**

15. Media and Public Question Period

16. **Adjournment**

Minutes

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Public Hearing
City of Penticton, Council Chambers
171 Main Street, Penticton, B.C.

Monday, September 28, 2015
at 6:00 p.m.

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

Staff: Eric Sorensen, City Manager
Dana Schmidt, Corporate Officer
Colin Fisher, Chief Financial Officer
Mitch Moroziuk, Director of Operations
Jules Hall, Director of Development Services
Lori Mullin, Recreation and Culture Manager
Angie Collison, Deputy Corporate Officer

1. Call to order

Mayor Jakubeit called the public hearing to order at 6:00 p.m. for the "OCP Amendment Bylaw 2015-48", Zoning Amendment Bylaw No. 2015-49" and "Zoning Amendment Bylaw No. 2015-50". He explained that the public hearing was being held to afford all persons who considered themselves affected by the proposed bylaw an opportunity to be heard before Council.

The Corporate Officer read the opening statement and introduced the purpose of the bylaws. She then explained that the public hearing was being held to afford all persons who considered themselves affected by the proposed bylaws an opportunity to be heard before Council. She further indicated that the public hearing was advertised pursuant to the *Local Government Act* and that Council would also hear from those whose interests may be affected by the related Development Variance Permits.

"Official Community Plan Amendment Bylaw No. 2015-48" and Zoning Amendment Bylaw No. 2015-49" (476 Lakeshore Drive W.)

The purpose of "Official Community Plan Amendment Bylaw No. 2015-48" is to amend Official Community Plan Bylaw No. 2002-20 as follows: change the land use designation of that portion of Lot 1, District Lot 4, Group 7, Similkameen Division Yale District, Plan 2689,

located at 476 Lakeshore Drive West, from LR (Low Density Residential) to MFLD (Multi Family Low Density).

The purpose of "Zoning Amendment Bylaw No. 2015-49" is to amend "Zoning Bylaw 2011-23" as follows: Rezone Lot 1, District Lot 4, Group 7, Similkameen Division Yale District, Plan 2689, located at 476 Lakeshore Drive West, from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing).

Add 10.8.4 Site Specific Provisions:

.3 In the case of Lot 1, District Lot 4, Group 7, Similkameen Division Yale District, Plan 2689, located at 476 Lakeshore Drive West, the maximum density shall be 0.85 FAR.

The applicant is proposing to develop a multi-family strata building containing three residential units.

The Corporate Officer advised that no written correspondence has been received after the printing of the agenda.

The applicant held public consultation on September 24th at the Lakeshore Hotel.

DELEGATIONS

Mayor Jakubeit asked the public for the first time if anyone wished to speak to the application.

- Applicant, Richard Langfield, Surrey, recent acquired property, plan is for three homes, one unit per floor with elevator in back, front entrance for fire regulations, range 2500 – 2600 square feet per unit.

Mayor Jakubeit asked the public for the second time if anyone wished to speak to the application.

- No one spoke.

Mayor Jakubeit asked the public for the third and final time if anyone wished to speak to the application.

- No one spoke.

The public hearing for "Official Community Plan Amendment Bylaw No. 2015-48" and "Zoning Amendment Bylaw No. 2015-49" was terminated at 6:11 p.m. and no new information can be received on this matter.

Zoning Amendment Bylaw No. 2015-50" (619 Burns Street)

The purpose of "Zoning Amendment Bylaw No. 2015-50" is to amend "Zoning Bylaw 2011-23" as follows:

Rezone a portion of Lot 18, Block 29, District Lot 202, Similkameen Division Yale District, Plan 755, located at 619 Burns Street, from RD2 (Duplex Housing: Lane) to RM2 (Low Density Multiple Housing).

The applicant has applied to adjust the lot line between 619 and 631 Burns Street to encompass the apartment building. The rezoning is required to avoid dual zoning of the newly created lot.

The Corporate Officer advised that no written correspondence has been received after the printing of the agenda.

The Director of Development Services provided a sketch outlining the lot lines.

DELEGATIONS

Mayor Jakubeit asked the public for the first time if anyone wished to speak to the application.

- Marc Tougas, West Bench Drive, spoke in favour of the application.

Mayor Jakubeit asked the public for the second time if anyone wished to speak to the application.

- No one spoke.

Mayor Jakubeit asked the public for the third and final time if anyone wished to speak to the application.

- No one spoke.

The public hearing for "Zoning Amendment Bylaw No. 2015-50" was terminated at 6:15 p.m. and no new information can be received on this matter.

Certified correct:

Confirmed:

Dana Schmidt
Corporate Officer

Andrew Jakubeit
Mayor

Minutes

penticton.ca

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

Monday, September 28, 2015
Following the Public Hearing at 6:00 p.m.

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

Staff: Eric Sorensen, City Manager
Dana Schmidt, Corporate Officer
Colin Fisher, Chief Financial Officer
Jules Hall, Director of Development Services
Lori Mullin, Recreation and Culture Manager
Mitch Moroziuk, General Manager Infrastructure
Angie Collison, Deputy Corporate Officer

1. Call to Order

The Mayor called the Regular Council meeting to order at 6:15 p.m.

2. Introduction of Late Items

Add Staff Reports:

8.12 Two Year Materials and Workmanship Warranty Agreement Skaha Hills Sanitary Sewer

8.13 Skaha Lake Marina Development Agreement Conditions Precedent Dates

3. Adoption of Agenda

469/2015

It was MOVED and SECONDED

THAT Council adopt the agenda for the Regular Council meeting held on September 28, 2015 as amended to include items 8.12 Two Year Materials and Workmanship Warranty Agreement Skaha Hills Sanitary Sewer and 8.13 Skaha Lake Marina Development Agreement Conditions Precedent Dates.

CARRIED UNANIMOUSLY

4. Adoption of Minutes

4.1 Minutes of the September 8, 2015 Committee of the Whole

470/2015

It was MOVED and SECONDED

THAT Council receive the minutes of the September 8, 2015 Committee of the Whole meeting as presented.

CARRIED UNANIMOUSLY

4.2 Minutes of the September 8, 2015 Public Hearing

471/2015

It was MOVED and SECONDED

THAT Council receive the minutes of the September 8, 2015 Public Hearing as presented.

CARRIED UNANIMOUSLY

4.3 Minutes of the September 8, 2015 Regular Council Meeting

472/2015

It was MOVED and SECONDED

THAT Council adopt the minutes of the September 8, 2015 Regular Council Meeting as presented.

CARRIED UNANIMOUSLY

5. Presentations

6. Delegations

6.1 PenMar Community Arts Society – Kerri Milton
Re: Update

Kerri Milton and Jennifer Vincent provided Council with an update and introduction of the Penmar Co-operative.

7. Reconsideration of Bylaws and Permits

7.1 Official Community Plan Amendment Bylaw No. 2015-48
Re: 476 Lakeshore Drive W.

473/2015

It was MOVED and SECONDED

THAT Council give second and third reading to "Official Community Plan Amendment Bylaw No. 2015-48";
AND THAT Council adopt "Official Community Plan Amendment Bylaw No. 2015-48".

CARRIED UNANIMOUSLY

7.2 Zoning Amendment Bylaw No. 2015-49
Re: 476 Lakeshore Drive W.

474/2015

It was MOVED and SECONDED

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2015-49";
AND THAT Council adopt "Zoning Amendment Bylaw No. 2015-49".

CARRIED UNANIMOUSLY

7.3 Zoning Amendment Bylaw No. 2015-50
Re: 619 Burns Street

475/2015

It was MOVED and SECONDED

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2015-50";
AND THAT Council adopt "Zoning Amendment Bylaw No. 2015-50".

CARRIED UNANIMOUSLY

8. Staff Reports

8.1 Development Variance Permit PL2015-057 Re: Syer Road

Delegations/Submissions:

- nil

476/2015

It was MOVED and SECONDED

THAT Council approve "Development Variance Permit PL2015-057" for Lot 78 to Lot 87, District Lot 2710, Similkameen Division Yale District, Plan KAP92932, located at 1071-1125 Syer Road (Sendero Canyon), a permit to increase the maximum height of a retaining wall from 1.2m at the property line, to 3.0 m (10 ft.). AND THAT staff are directed to issue "Development Variance Permit PL2015-057".

CARRIED

Councillor Watt, Opposed

Councillor Konanz declared a conflict of interest as her business is in the same block of Westminster Avenue and left the meeting at 6:36 p.m.

8.2 Temporary Use Permit PL2015-059 Re: 249 Westminster Avenue West

Delegations/Submissions:

- Applicant, Joe Kirk, spoke in support of the application.

477/2015

It was MOVED and SECONDED

THAT Council approve "Temporary Use Permit PL2015-059", a permit to allow the use 'motor vehicles sales and rentals' at Lot A, District Lot 4, Group 7, Similkameen Division Yale (Formerly Yale Lytton) District, Plan KAP92015, located at 249 Westminster Avenue West, for a three year period; AND THAT staff are directed to issue the permit.

CARRIED UNANIMOUSLY

Councillor Konanz returned to the meeting at 6:40 p.m.

8.3 Winery Lounge – Quidni Estate Winery Re: 1465 Naramata Road

478/2015

It was MOVED and SECONDED

THAT Council direct staff to commence public notification of the proposed Winery Lounge Endorsement for Quidni Estate Winery (1014332 BC Ltd.); AND THAT staff report back to Council at their meeting on October 19, 2015 with the results of the public consultation and the Liquor Licensing Technical Review Committee for Council's consideration.

CARRIED

Councillor Watt, Opposed

8.4 Graffiti Management Partnership Agreement

479/2015

It was MOVED and SECONDED

THAT Council support the continuation of the Partnership Agreement with the Downtown Penticton Association for the graffiti removal program for March 2016-March 2017;

AND THAT Council provide direction to staff to budget for half of the annual cost of the program for 2016-2017 of \$28,800.

CARRIED UNANIMOUSLY

8.5 Permissive Tax Exemption Amendment Bylaw No. 2015-46

480/2015

It was MOVED and SECONDED

THAT Council give three readings to "Permissive Tax Exemption Amendment Bylaw No. 2015-46" as amended to include Attachment B – applicants that do not meet policy criteria and the Seniors Drop in Centre.

CARRIED UNANIMOUSLY

8.6 Extension Agreement for Naramata May Pole Sculpture

481/2015

It was MOVED and SECONDED

THAT Council approve the request from the Regional District of Okanagan Similkameen and the Naramata Community School PAC/Centennial Committee to extend the term for displaying the May Pole Sculpture within the Front Street round-about for an additional six months to March 31, 2016; AND THAT Council authorize the Mayor and Corporate Officer to execute the Extension Agreement.

CARRIED UNANIMOUSLY

8.7 Economic Investment Zone Agreements (2015 completions)

482/2015

It was MOVED and SECONDED

THAT Council enter into Revitalization Tax Exemption Agreements for the following properties:

- ☐ 198 Ellis Street
- ☐ 182 Industrial Court
- ☐ 1374 Commercial Way
- ☐ 682 Okanagan Avenue
- ☐ 272 Dawson Avenue
- ☐ 260 and 270 Martin Street
- ☐ 1356 Commercial Way
- ☐ 437 Martin Street
- ☐ 52 Front Street
- ☐ 3475 Wilson Street
- ☐ 1000 Lakeshore Drive

AND THAT the Mayor and Corporate Officer are directed to execute the "Revitalization Tax Exemption Agreements" on behalf of the City.

CARRIED UNANIMOUSLY

8.8 License to Use – Incredible Edible Garden
Re: 2965 South Main Street

483/2015

It was MOVED and SECONDED

THAT Council instruct staff to enter into a short term "License to Use" agreement for a portion of 2965 South Main Street, for the purposes of setting up a Community Garden operated by the Incredible Edible Garden Society; AND THAT the 2015 financial plan be amended for the provision of water and top soil in an amount not to exceed \$2,000.

CARRIED UNANIMOUSLY

8.9 Solid Waste & Recycle Collection – Cart Program

It was MOVED and SECONDED

THAT Council approve the implementation of a cart based solid waste and recycle collection program that does not include yard waste to be implemented in 2016, the design of such will be based on a review of the residential curbside needs and feedback received; AND THAT the city borrow \$500,000 from city surplus reserves for thirteen (13) months, to fund a portion of a cart based solid waste and recycle collection program; AND THAT Council approve the use of Multi Material BC funds for the costs associated with the program; AND FURTHER THAT once the debt for the capital cost of the cart based collection program is retired that the future Multi Material BC incentives be used as follows: \$156,000 be retained in the Solid Waste and Recycle Reserve Fund for the future cart replacement or related use and the remainder be used to offset the recycle fees levied on the rate payers.

484/2015

It was MOVED and SECONDED

THAT Council defer the Solid Waste & Recycle Collection – Cart Program to December 2015 allowing for public consultation.

DEFEATED

Mayor Jakubeit, Councillors Sayeed, Watt, Konanz, Opposed

485/2015

It was MOVED and SECONDED

THAT Council approve the implementation of a cart based solid waste and recycle collection program that does not include yard waste to be implemented in 2016, the design of such will be based on a review of the residential curbside needs and feedback received; AND THAT the city borrow \$500,000 from city surplus reserves for thirteen (13) months, to fund a portion of a cart based solid waste and recycle collection program; AND THAT Council approve the use of Multi Material BC funds for the costs associated with the program; AND FURTHER THAT once the debt for the capital cost of the cart based collection program is retired that the future Multi Material BC incentives be used as follows: \$156,000 be retained in the Solid Waste and Recycle Reserve Fund for the future cart replacement or related use and the remainder be used to offset the recycle fees levied on the rate payers.

CARRIED

Councillors Picton, Sentes, Watt, Opposed

8.10 Committee Terms of Reference

486/2015

It was MOVED and SECONDED

THAT Council approve the Parks and Recreation Masterplan Steering Committee Terms of Reference dated September 28, 2015 as presented.

DEFEATED

Mayor Jakubeit, Councillors Sayeed, Watt, Konanz, Sentes, Martin, Picton, Opposed

487/2015

It was MOVED and SECONDED

THAT Council approve the Parks and Recreation Masterplan Steering Committee Terms of Reference dated September 28, 2015 as amended to include 11 voting members consisting of: (1) Penticton School District 67; (1) member of Tourism Penticton; (2) members of an organized field sport (not the same sport); (1) member from a parks Special Event Group;

(1) member from the development community; (4) members of the general public with an interest in parks; and (1) representative from the Penticton Indian Band.

CARRIED UNANIMOUSLY

488/2015

It was MOVED and SECONDED

THAT Council approve the amendment to the Heritage and Museum Committee Terms of Reference to add that organizations may request the addition of alternate appointments to the Committee.

CARRIED

Councillor Konanz, Opposed

8.11 Community Grants

489/2015

It was MOVED and SECONDED

THAT Council replace the existing Community Grants Policy, dated for reference August 18, 2014, with the revised Community Grants Policy included as Attachment A with corrections to minor spelling errors.

CARRIED UNANIMOUSLY

8.12 Two Year Materials and Workmanship Warranty Agreement
Skaha Hills Sanitary Sewer

490/2015

It was MOVED and SECONDED

THAT Council authorize the Mayor and Corporate Officer to execute the City/Penticton Indian Band Materials and Workmanship Warranty Agreement as contained in Attachment "A".

CARRIED UNANIMOUSLY

8.13 Skaha Lake Marina Development Agreement Conditions Precedent Dates

491/2015

It was MOVED and SECONDED

THAT Council, in accordance with paragraph 17.1 of the City Trio Skaha Marina – Marina Development Agreement, authorize staff to extend the conditions precedent dates contained in paragraphs 11.1 and 11.2 of the City Trio Skaha Marina – Marina Development Agreement by one year;

AND THAT Council authorize staff to extend all other dates by one year, in the City Trio Skaha Marina – Marina Development Agreement impacted by the change to the conditions precedent dates;

AND THAT Council authorize staff to work with the Penticton Indian Band to complete an environmental and archaeological impact assessment and undertake further consultation with the Penticton Indian Band;

AND THAT Council authorize staff to extend the duration of the Trio Marine Group Inc. License to Use dated January 1, 2015 for one year;

AND THAT Council authorize staff to extend the grant of period of the Trio Marine Group Inc. Sublicense of Occupation for one year.

CARRIED

Councillor Sayeed, Opposed

9. Correspondence

- 9.1 Petition – 1300 block fo Leir Street
Re: Resident only parking

492/2015

It was MOVED and SECONDED

THAT Council refer to staff the petition requesting residential parking only for the 1300 block of Leir Street.

CARRIED UNANIMOUSLY

10. Committee and Board Reports

- 10.1 Arts, Creative and Cultural Innovations Committee meeting of September 10, 2015

493/2015

It was MOVED and SECONDED

THAT Council receive the minutes of the Arts, Creative and Cultural Innovations Committee meeting of September 10, 2015.

CARRIED UNANIMOUSLY

494/2015

It was MOVED and SECONDED

THAT Council support the City of Penticton's membership with the Creative City Network of Canada and the attendance of a representative at the summit being held in Kelowna, BC on October 27-29, 2015; AND THAT Staff be directed to pay the membership fee of \$418.00 and \$645.00 for a representative to attend the summit, with the fees to be paid from the Public Art Reserve.

CARRIED
Councillor Konanz, Opposed

- 10.2 Downtown Revitalization Sub-Committee meeting of September 11, 2015

495/2015

It was MOVED and SECONDED

THAT Council receive the minutes of the Downtown Revitalization Sub-Committee meeting of September 11, 2015.

CARRIED UNANIMOUSLY

496/2015

It was MOVED and SECONDED

THAT Council defer the recommendation from the Downtown Revitalization Sub-Committee to October 5, 2015.

CARRIED UNANIMOUSLY

- 10.3 Transportation Advisory Committee meeting of September 15, 2015

497/2015

It was MOVED and SECONDED

THAT Council receive the minutes of the Transportation Advisory Committee meeting of September 15, 2015.

CARRIED UNANIMOUSLY

498/2015

It was MOVED and SECONDED

THAT Council support the relocation of the existing parking lane on Government Street from Industrial Avenue to Okanagan Avenue East from the west side of Government to the east side of Government where it will be reconfigured as a parking/loading zone as presented by Staff at the September 15, 2015 Transportation Committee Meeting;

AND THAT Council direct Staff to notify businesses affected by the relocation to adjust the manner in which their deliveries are handled to make use of the allocated loading zone;
AND THAT Council direct the Bylaw Department to enforce the 'no parking in a bike lane' Traffic Bylaw once the parking lane is relocated.

CARRIED

Councillors Picton and Watt, Opposed

10.4 Heritage and Museum Committee meeting of September 17, 2015

499/2015

It was MOVED and SECONDED

THAT Council receive the minutes of the Heritage and Museum Committee meeting of September 17, 2015.

CARRIED UNANIMOUSLY

11. Notice of Motion

12. Other Business

13. RDOS Update

14. Business Arising from In-Camera

15. Media and Public Question Period

16. Adjournment

500/2015

It was MOVED and SECONDED

THAT Council adjourn the Regular Council meeting held on Monday, September 28, 2015 at 9:15 p.m.

CARRIED UNANIMOUSLY

Certified correct:

Confirmed:

Dana Schmidt
Corporate Officer

Andrew Jakubeit
Mayor

Proclamation

penticton.ca

The Mental Wellness Centre Mental Illness Awareness Week October 4 – 10, 2015

WHEREAS Major mental illnesses temporarily puts a halt to the hopes and dreams of many people in our families, neighbourhoods and communities. Mental illness has no boundaries, it is blind to gender, economic wellbeing, race and age. It is also a major cause of family breakdown in British Columbia;

AND WHEREAS The Mental Wellness Centre (BC Schizophrenia Society – Penticton Branch) provides numerous programs and services for family members and/or friends for individuals who have a major mental illness. Education, community awareness, information and support are just a few of the services offered;

AND WHEREAS The Canadian Mental Health Association – South Okanagan Similkameen Branch provides a staffed clubhouse for adults who experience lifelong mental illness;

AND WHEREAS During the week of October 4 - 10, 2015 The Mental Wellness Centre will endeavour to bring our citizens information about major mental illnesses and how recovery is possible to reduce and eventually eliminate the stigma of mental illness, so that people and families affected by mental illness are accepted and may take their rightful place in our society;

NOW THEREFORE I, Andrew Jakubeit, Mayor of the City of Penticton, DO HEREBY PROCLAIM **October 4-10, 2015** as **Mental Illness Awareness Week** in the City of Penticton.

Mayor Andrew Jakubeit

Proclamation

penticton.ca

Rotary Week October 19-23, 2015

WHEREAS Rotary International, founded on February 23, 1905 in Chicago, Illinois, is the world's first and one of the largest non-profit service organizations;

AND WHEREAS The first Rotary club was established in British Columbia 100 years ago and Penticton Okanagan Rotary Club was established in Penticton 25 years ago;

AND WHEREAS The Rotary Motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards and promote goodwill and peace in the world;

AND WHEREAS Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries;

AND WHEREAS There are over 90 Rotary Club members in two clubs in Penticton, sponsoring service projects such as SOS Medical Foundation, Peace Park Development, Psychiatry Department Landscape Enhancement, Dictionaries for Grade Fours, International Youth Exchange, Bangladeshi Community Care in twin villages of Rajapur-Fultoli (District award-winning club project) and many other worthwhile causes.

NOW THEREFORE I, Andrew Jakubeit, Mayor of the City of Penticton, DO HEREBY PROCLAIM **October 19-23, 2015** as **Rotary Week** in the City of Penticton.

Mayor Andrew Jakubeit

Proclamation

penticton.ca

National Teen Driver Safety Week The Third Full Week in October 2015

WHEREAS driving is an important and exciting right of passage for youth. It is also one of the riskiest activities for young people to engage in; and

WHEREAS teen driver safety is a significant issue in Canada. Young drivers are over represented in all road-related injuries and fatalities; and

WHEREAS National Teen Driver Safety Week is a week dedicated to raising awareness and seeking solutions to preventable teen deaths on the road across Canada. Everyone has a role to play in creating change amongst their peers, in classrooms and in their communities.

NOW THEREFORE I, Andrew Jakubeit, Mayor of the City of Penticton, DO HEREBY PROCLAIM **the third full week in October as National Teen Driver Safety Week** in the City of Penticton.

A handwritten signature in black ink, appearing to read "Andrew Jakubeit".

Mayor Andrew Jakubeit



September 28, 2015

Dana Schmidt, Corporate Officer
Pentiction City Hall
171 Main Street
Pentiction, BC V2A 5A9

Dear Sir or Madam:

RE: Proclamation of JCI Pentiction Day – November 14th, 2015

Junior Chamber International (JCI) Pentiction, formerly the Pentiction and District Jaycees, are celebrating 75 Years of Jaycees in the community November 14th, 2015.

This celebration recognizes and publicizes the contributions the Jaycee movement makes to our local community through our projects, leadership and personal development programs, and networking and fellowship. Locally, our JCI chapter runs such projects as Speed Networking, Business Ups and Downs, Murder Mystery fundraiser, and Oktoberfest, including regular monthly meetings and social events. Other past events include Top 40 Under 40, Mr. Muscle/Miss Bikini Contests, Jaycee Place, Channel Revitalization, and Challenge Aid Volunteers.

We would request that November 14th, 2015 be proclaimed “JCI Pentiction Day” by the City of Pentiction, in recognition of the work our members do locally as part of this international organization. We are celebrating this milestone with a formal Gala and Auction at the Ramada Inn that evening, beginning at 6pm.

You may forward the proclamation to Margie Hibbard, Chairperson of the 75th Gala and Auction, at the following address:

Margie Hibbard

Pentiction, BC

We thank you in advance for your time and consideration. Please do not hesitate to contact us if you require any further information or have any questions. Our Chapter can be reached via e-mail at

Yours truly,

Margie Hibbard
75th Gala and Auction Chair
JCI Pentiction

PROCLAMATION
BY THE
CITY OF PENTICTON

WHEREAS, for 75 years, the Jaycees have brought together outstanding young members of the City of Penticton to help meet the vital needs of our ever-changing and increasingly complex society. Motivated by their creed "***Service to humanity is the best work of life,***" hundreds of Jaycees have voluntarily contributed their energy to a wide variety of humanitarian projects and have thereby enriched their country, their community and their own lives; and

WHEREAS, an active and influential training ground for young people, JCI Penticton offers a variety of opportunities through participation and leadership in Speed Networking, Business Ups and Downs, Murder Mystery and Oktoberfest; and

WHEREAS, JCI Penticton has designated November 14th, 2015 to observe the founding of the Jaycee Organization seventy five years ago.

WHEREAS the City of Penticton do hereby proclaim November 14th, 2015 **JCI PENTICTON DAY** in Penticton to recognize the dedicated young people who belong to JCI Penticton and their many years of outstanding service and to celebrate their commitment to the betterment of our community.

Bylaw No. 2015-46

A Bylaw to amend Permissive Exemption Bylaw

WHEREAS the *Community Charter* provides specific exemptions for certain type or uses of property;

AND WHEREAS the Council of the City of Penticton has adopted a Permissive Tax Exemption Bylaw pursuant to the *Community Charter*;

AND WHEREAS the Council of the City of Penticton wishes to amend "2014 Permissive Tax Exemption Bylaw 2013-32";

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

1. TITLE:

This Bylaw may be cited for all purposes as the "Permissive Tax Exemption Amendment Bylaw 2015-46".

2. AMENDMENT:

2.1 Remove Schedule "B" and replace it with Schedule "B" as attached hereto and forming part of the bylaw.

2.2 The properties described on the attached Schedule "B" shall be permissively exempt from taxation with respect to land and improvements for the year 2016.

READ A FIRST time this 28 day of September, 2015

READ A SECOND time this 28 day of September, 2015

READ A THIRD time this 28 day of September, 2015

ADOPTED this day of October, 2015

Notice of intention to proceed with this bylaw was published on the 9 day of September, 2015 and the 18 day of September, 2015 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Schedule 'B'

Name of Applicant	Civic Address	Percentage of the Property Allowable for Permissive Exemption	Estimated Municipal (General) Tax Foregone
Not for Profits and Societies			
Affordable Living for Today Society	245 Warren Ave	100.00%	\$3,269.15
Army, Navy & Air Force Veterans in Canada, Unit 97	257 Brunswick St	58.84%	\$1,494.56
Care Closet	574 Main St	100.00%	\$1,815.11
Fraternal Order of Eagles Aerie 4281	1197 Main St	81.30%	\$3,023.41
Good Samaritan Canada	270 Hastings Ave	100.00%	\$54,415.17
Governing Council of the Salvation Army Corps 344	123 Nanaimo Ave E	100.00%	\$3,110.30
Governing Council of the Salvation Army Corps 344	2399 South Main St	100.00%	\$8,775.83
Governing Council of the Salvation Army Corps 344	318 Ellis St	100.00%	\$3,492.21
LUSO Canadian Multicultural Society	135 Winnipeg St	100.00%	\$2,063.26
Okanagan Boys & Girls Club	1295 Manitoba St	100.00%	\$4,628.40
Ooknakane Friendship Centre	146 Ellis St	100.00%	\$4,433.22
Penticton & District Community Arts Council	220 Manor Park Ave	100.00%	\$9,591.38
Penticton & District Community Resource Society	1140 Commercial Way	12.75%	\$2,715.09
Penticton & District Community Resource Society	154 McPherson Cres	100.00%	\$2,363.83
Penticton & District Community Resource Society	2434 Baskin St	100.00%	\$939.95
Penticton & District Community Resource Society	2450 Baskin St	100.00%	\$939.09
Penticton & District Community Resource Society	330 Ellis St	100.00%	\$9,946.87
Penticton & District Community Resource Society	470 Edmonton Ave	100.00%	\$3,513.12
Penticton & District Community Resource Society	500 Edmonton Ave	100.00%	\$1,502.83
Penticton & District Emergency Program Society	251 Dawson Ave	100.00%	\$1,134.79
Penticton & District Hospice Society	129 Nanaimo Ave W	100.00%	\$3,297.04
Penticton & District Minor Hockey Association	325 Power St	100.00%	\$1,442.89
Penticton & District Society for Community Living	180 Industrial Ave W	100.00%	\$11,975.28
Penticton & District Society for Community Living	234 Van Horne St	100.00%	\$2,299.47
Penticton & District Society for Community Living	252 Conklin Ave	100.00%	\$1,638.80
Penticton & District Society for Community Living	393 Winnipeg St	100.00%	\$2,004.75
Penticton & District Society for Community Living	453 Winnipeg St	100.00%	\$11,767.64
Penticton Art Gallery	199 Marina Way	100.00%	\$16,980.08
Penticton Community Garden Society	480 Vancouver Ave	100.00%	\$1,801.83
Penticton Curling Club	505 Vees Dr	100.00%	\$7,431.64
Penticton Early Childhood Education Society	104 - 550 Carmi Ave	100.00%	\$1,399.85
Penticton Elks Lodge 51	343 Ellis St	100.00%	\$2,739.80
Penticton Golf & Country Club	600 Comox St	83.00%	\$8,774.45
Penticton Golf & Country Club	852 Eckhardt Ave W	100.00%	\$13,941.48
Penticton Horseshoe Pitchers Club	2905 South Main St	100.00%	\$701.27
Penticton Kinsmen Disability Resource Society	216 Hastings Ave	80.00%	\$6,256.70

Name of Applicant	Civic Address	Percentage of the Property Allowable for Permissive Exemption	Estimated Municipal (General) Tax Foregone
Not for Profits and Societies			
Penticton Kiwanis Housing Society	150 Van Horne St	100.00%	\$22,922.67
Penticton Lawn Bowling Club	260 Brunswick St	100.00%	\$4,732.67
Penticton Masonic Building Association	416 Westminster Ave W	67.00%	\$1,783.09
Penticton Safety Village	490 Edmonton Ave	100.00%	\$4,014.99
Penticton Seniors Drop-In Centre	2965 South main St	32.31%	\$7,793.02
Penticton Tennis Club	675 Marina Way	16.00%	\$67.38
Roman Catholic Bishop of Nelson for Birthright of Penticton	200 Bennett Ave	100.00%	\$1,334.21
Roman Catholic Bishop of Nelson for Penticton Recovery Resource Society	397 Wade Ave W	100.00%	\$1,818.81
Royal Canadian Legion #40	502 Martin St	100.00%	\$2,441.49
South Okanagan Similkameen Brain Injury Society	332 Eckhardt Ave W	100.00%	\$1,934.82
South Okanagan Similkameen Brain Injury Society	742 Argyle St	100.00%	\$1,754.64
South Okanagan Similkameen Branch of the BCSPCA	2200 Dartmouth Dr	100.00%	\$11,975.28
South Okanagan Similkameen Medical Foundation	1748 Camrose St	100.00%	\$4,196.23
South Okanagan Similkameen Medical Foundation	1802 Camrose St	100.00%	\$2,927.60
South Okanagan Women in Need Society	Not Disclosed	100.00%	\$2,784.25
SS Sicamous Restoration Society	1099 Lakeshore Dr	100.00%	\$10,302.36
SS Sicamous Restoration Society	1101 Lakeshore Dr	100.00%	\$1,895.85
SS Sicamous Restoration Society	1175 Lakeshore Dr	100.00%	\$3,921.45
Schedule 'B' Total:			\$306,221.36

Date: October 5, 2015
To: Eric Sorensen, City Manager
From: Mitch Moroziuk, General Manager of Infrastructure
Subject: **Airport Sanitary Sewer Agreement**

File No:

Staff recommendation

THAT following receipt of consent from Board of the Regional District of Okanagan Similkameen to provide service outside of municipal boundaries in accordance with section 13 of the Community Charter, S.B.C. 2003, Chapter 26, Council Authorize the Mayor and Corporate Officer to execute the Penticton Airport Sanitary Sewer Infrastructure Replacement, Upgrading, Cost Sharing and Transfer of Ownership Agreement. as contained in Attachment "A".

Strategic priority objective

N/A

Background

In May of 1974 the City of Penticton and the Government of Canada entered into an agreement that saw the City accept and treat sanitary sewage from the Penticton Airport and maintain the sewage lines on airport property and that connect the airport to the Penticton sanitary sewer system. The agreement however, did not transfer ownership of the lines or speak to how replacement of the lines would be addressed. Over the past few years connections to the lines has been undertaken with some difficulty due to the multi-jurisdictional issues related ownership.

Penticton and Canada have been negotiating a new agreement to replace the May 1974 agreement that would see the on airport lines and the lines connecting the airport to the City upgraded and transferred to the City. This would simplify any future connections and treat the airport the same as others within the municipality with respect to sanitary sewage treatment.

A summary of the agreement is as follows:

- The term of the agreement is in perpetuity.
- The May 1974 agreement is terminated.
- The standard of service provided is the same as that provided by the City to the owners of commercial property within the City of Penticton.
- Conditions related to discontinuance of service are set out.
- The sanitary lift station and the sanitary sewer line from the lift station to Hwy 97 upsized and upgraded at the cost of Canada.

- Canada will contribute to the cost of the upsizing and upgrading of the sanitary sewer line from Airport Road to the City gravity sanitary sewer, \$68,337.83.
- Canada will pay a onetime connection fee of \$70,826.00.
- Upon upgrading the ownership of the sanitary sewer lines will be transferred to Penticton.
- Canada will pay the same rate for sanitary sewer service as the rest of Penticton.

Prior to entering into this agreement it will be necessary to obtain the consent from Board of the Regional District of Okanagan Similkameen to provide service outside of municipal boundaries in accordance with section 13 of the Community Charter, S.B.C. 2003, Chapter 26.

Financial implications

- Payment by Canada for their contribution for upsizing and upgrading of the sanitary sewer line from Airport Road to the City gravity sanitary sewer of \$68,337.83.
- Payment by Canada of a onetime connection fee of \$70,826.00.
- Payment for sanitary sewer services by Canada in a manner consistent with how Penticton charges its citizens and businesses.

Analysis

Passing of the resolution will allow the Penticton and Canada to execute a new sanitary sewer agreement and eliminate future multi-jurisdictional issues related to connection, upgrading, replacement and payment.

Should Council elect they could provide alternate direction to staff.

Alternate recommendations

1. THAT Council provide alternative direction on how they would like to see this issue addressed.

Attachments

Attachment "A" – Penticton Airport Sanitary Sewer Infrastructure Replacement, Upgrading, Cost Sharing and Transfer of Ownership Agreement.

Respectfully submitted

Mitch Moroziuk P.Eng. MBA
General Manager of Infrastructure
Approvals

City Manager



Attachment "A"

Penticton Airport Sanitary Sewer Infrastructure Replacement, Upgrading, Cost Sharing and Transfer of Ownership Agreement.

[..\Airport\2013 Agreement to transfer Sanitary Infrastructure\2015 09 19 Sanitary Sewage Transfer Agreement FINAL.docx](#)

**PENTICTON AIRPORT SANITARY SEWER INFRASTRUCTURE REPLACEMENT,
UPGRADING, COST SHARING AND TRANSFER OF OWNERSHIP AGREEMENT**

THIS AGREEMENT made as of the ____ day of _____, 2015.

BETWEEN:

THE CITY OF PENTICTON, a municipality incorporated pursuant
to the *Local Government Act*, having its offices at 171 Main Street,
Penticton, British Columbia, V2A 5A9

(the "City")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Transport

("Canada")

WHEREAS:

- A. Canada owns and operates the Penticton Airport shown more or less as outlined in red on Schedule "A" attached hereto;
- B. The City currently provides sewage treatment services to Canada for the Airport as described in the May 8, 1974 Sewage Agreement, a copy of which is attached hereto as Schedule "B";
- C. The Canada Sanitary Sewer Infrastructure as defined herein and further identified in Schedule "C" hereto is in need of replacement and upgrading;
- D. Canada owns the Canada Sanitary Sewer Infrastructure and is desirous to upgrade it and transfer ownership and operational responsibility to the City and is desirous to connect to the New City Sanitary Sewer Infrastructure;
- E. Canada and the City agree herein to replace, upgrade and share the cost of replacement and upgrading of Canada's Sanitary Sewer Infrastructure and to connect to the New City Sanitary Sewer Infrastructure. The City will own the New City Sanitary Sewer Infrastructure once it is designed, built and transferred to the City by the Penticton Indian Band under an agreement dated June 9, 2014;
- F. The City Council of the City has authorized the execution of this Agreement on behalf of the City by a City Council Resolution duly passed at a meeting of the City Council held on the ____ day of _____, 2015, a copy of which is attached hereto in Schedule "D"; and

- G. The Board of the Regional District of Okanagan Similkameen has consented to the City providing the services contemplated by this Agreement to Canada in accordance with section 13 of the *Community Charter*, S.B.C. 2003, Chapter 26, a copy of which resolution is attached hereto as Schedule “E”.

NOW THEREFORE THIS AGREEMENT witnesses that for and in consideration of the promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

1. DEFINITIONS

1.1 Definitions

In this agreement, except as expressly provided or as the context otherwise requires:

- (a) **“Agreement”** means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time;
- (b) **“Bylaw 2014-07”** means the City of Penticton Fees and Charges Bylaw 2014-07 as amended from time to time;
- (c) **“Bylaw 2004-81”** means the City of Penticton Subdivision and Development Bylaw 2004-81 as amended from time to time;
- (d) **“Bylaw 2005-02”** means the City of Penticton Irrigation, Sewer and Water Bylaw 2005-02, as amended from time to time;
- (e) **“Canada Sanitary Sewer Infrastructure”** means, the existing and future:
 - Airport Sanitary Lift Station, Item 1, identified as Item 1 on Schedule “C”;
 - Airport Sanitary Force Main: Lift Station to Hwy 97, Item 2, identified as Item 2 on Schedule “C”;currently owned by Canada and operated by the City; and
- (f) **“Her Majesty’s sewage lines”** means the sanitary sewer line from Station 0+00 to the Pumping Station as shown in Schedule B to the May 8, 1974 Sewage Agreement.
- (g) **“New City Sanitary Sewer Infrastructure”** means, the future:
 - New City Sanitary Sewer Infrastructure from Airport Road to the existing City Sanitary Gravity Main, identified as Item 3 on Schedule “C”;to be designed and built by the Penticton Indian Band with ownership and operational responsibility to be transferred to the City.
- (h) **“City Director”** means the Director of Operations for the City and his or her designate;
- (i) **“Connection Fee”** means the term as defined in paragraph 5.4 of this agreement;

- (j) **"Connection Point"** means, the point at which the Canada Sanitary Sewer Infrastructure connects to the City New Sanitary Sewer Infrastructure as shown on Schedule "C";
- (k) **"Lands"** means that portion of Penticton Airport Lands to which the Services are to be provided and as identified and outlined in heavy dark line on Schedule "A";
- (l) **"Land Infrastructure"** means any and all sanitary sewers, force mains, lift stations, connections and associated works on or under the Lands that convey sanitary sewage to the Airport Sanitary Lift Station, Item 1 or to the Airport Sanitary Force Main: Lift Station to Hwy 97, Item 2 as shown in Schedule "C" but specifically does not include the Canada Sanitary Sewer Infrastructure
- (m) **"May 8, 1974 Sewage Agreement"** means that sewage treatment services agreement between the City and Canada, a copy of which is attached hereto as Schedule "B";
- (n) **"Services"** means the operation and maintenance of the Canada Sanitary Sewer Infrastructure and the treatment by the City of the sanitary sewage coming from the Lands after transfer of the ownership of the Canada Sanitary Sewer Infrastructure to the City;
- (o) **"Sewage Treatment Fee"** means the amount payable in this Agreement for the Services to be delivered as defined in paragraph 7 of this agreement; and
- (p) **"Term"** means the term as defined in paragraph 10.1 of this agreement.

1.2 Severability

If any provision of this Agreement, or part thereof, is judged invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect, provided that if the intent of the parties is not thereby preserved then either party may require the other party to negotiate in good faith a replacement for the invalid, illegal or unenforceable provision that is consistent with the intent of the parties hereto. If a replacement provision is not agreed within 90 days, then either party may terminate this Agreement on six (6) months' notice to the other.

1.3 Gender

Wherever the singular or masculine is used in this Agreement, the same will be deemed to include the plural, the feminine or the body corporate or politic where the context so requires, and vice versa.

1.4 Schedules

The following schedules are incorporated into and form a part of this Agreement:

Schedule "A" -	Aerial photo showing the Lands
Schedule "B" -	May 1974 Sewage Agreement
Schedule "C" -	Plan showing the Sanitary Sewer Infrastructure
Schedule "D" -	City of Penticton Council Resolution
Schedule "E" -	Regional District of Okanagan Similkameen Resolution
Schedule "F" -	Cost for New Sanitary Sewer Infrastructure

2. TERMINATION OF MAY 8, 1974 AGREEMENT

Canada and the City hereby agree that when ownership of the Canada Sanitary Sewer Infrastructure is transferred to the City and the City has accepted the transfer, the provisions of the May 8, 1974 Sewage Agreement will no longer be applicable, and the May 8, 1974 Sewage Agreement shall then terminate and shall be replaced with this Agreement. Notwithstanding the foregoing and subject to paragraph 3.3 (e), with respect to Her Majesty's sewage lines, the provisions of the May 8, 1974 Sewage Agreement will continue to be applicable until such time as Her Majesty's sewage lines have been upgraded by Canada to the satisfaction of the City and Canada transfers Her Majesty's sewage lines to the City.

3. PROVISION OF SERVICES

3.1 Services

Subject to the terms and conditions of this Agreement, the City will provide the Services to the Lands for the benefit of Canada.

3.2 Standard of Services

The City will provide the Services required by this Agreement to the same standard and quality as such services are ordinarily provided by the City to the owners of commercial property within the City of Penticton.

3.3 Limitation

Notwithstanding the foregoing, nothing in this Agreement will:

- (a) require the City to provide Services under this agreement to the Lands until such time as the Penticton Indian Band has designed, constructed and transferred ownership of the New City Sanitary Sewer Infrastructure to the City and the City has accepted the said transfer;
- (b) require the City to provide or continue to provide Services to the Lands or any part thereof if at any time the City, acting reasonably, determines:

- (1) due to increased demands on the City's sewage system solely from sources specific to the Airport, the provision of such Services would require the extension or upgrading of the City's existing sewage system or infrastructure and the City and Canada are unable to conclude an agreement acceptable to them whereby the cost of any extension or upgrading is to be contributed to by or on behalf of Canada (to the extent such extension and upgrading benefits Canada or the Lands); or
- (2) the Land Infrastructure is not being operated in accordance with Bylaw 2005-02.
- (c) require the City to provide the Services to Canada in any other manner, subject to the availability of City equipment and personnel and the discretion of the City, acting reasonably, to determine the priority of the use of its equipment and personnel as well as the allocation of the equipment to be employed in regards to providing the Services; or
- (d) require the City to provide Services to the Lands where the Lands or any Improvement thereon is or will be used for any purpose which, in the reasonable opinion of the City, will produce sewage that is in contravention of the non-allowable release sections of Bylaw 2005-02 or would reasonably be considered to be inconsistent with any applicable environmental protection statutes or regulations of the Province of British Columbia, or relevant bylaws of the City; or
- (e) require the City to provide Services to Her Majesty's sewage lines as described in paragraph 8(b) if access is not provided in a manner acceptable to the City or in the event of a total failure of the line.

3.4 Discontinuance of Services

The City may interrupt or discontinue service as follows:

- (a) without notice in the event of an emergency;
- (b) with verbal notice for any flow reduction event;
- (c) following discussion and written notice in the event of planned operational maintenance;
- (d) pursuant to court order, injunction or arbitral decision; and
- (e) with 30 days written notice of non-compliance given to Canada, in the event that Canada does not comply with the terms and conditions of this agreement.

The City will re-instate the Services as soon as reasonably practical if the default or breach is remedied to the satisfaction of the City, acting reasonably, if in doing so the City is not acting contrary to the provision of paragraph 3.4 (d) above.

4. REPLACEMENT AND UPGRADING OF CANADA SANITARY SEWER INFRASTRUCTURE

The replacement and upgrading of the Canada Sanitary Sewer Infrastructure shall be carried out as follows:

- 4.1** The design is to accommodate existing and future flows from the area as outlined in the October 2012 AECOM Airport and Adjacent PIB Lands Water and Sanitary Sewer Servicing Assessment – Final Report.
- 4.2** Canada will design, obtain all required permits, and complete the construction of the replacement and upgrading of the Canada Sanitary Sewer Infrastructure. The work is to be completed in a manner consistent with Bylaw 2004-81 and a Professional Engineer registered in the Province of British Columbia, engaged and paid for by Canada, must inspect the works during construction and certify that they have been completed in accordance with standards of Bylaw 2004-81. The approval of the design drawings must be obtained from the City prior to the commencement of any construction and the City shall inspect and accept the completed works in writing when the standards of Bylaw 2004-81 have been fully met.
- 4.3** The Airport Sanitary Lift Station, Item 1 in Schedule “C” and the Airport Sanitary Force Main: Lift Station to Hwy 97, Item 2 are to be designed and constructed by December 31, 2017.
- 4.4** Canada will grant to the City such easements and access permits for the Canada Sanitary Sewer Infrastructure for access, maintenance and construction purposes as may be reasonably required by the City.
- 4.5** Canada and the City agree that all of the costs of the design and construction shall be as follows:
 - (a) Airport Sanitary Lift Station, Item 1: Canada to pay 100% of the actual cost;
 - (b) Airport Sanitary Force Main: Lift Station to Hwy 97, Item 2: Canada to pay 100% of the actual cost.

5. CONNECTION TO THE NEW CITY SANITARY SEWER INFRASTRUCTURE

Canada and the City agree that Canada will be permitted to connect the Canada Sanitary Sewer Infrastructure Airport Sanitary Force Main: Lift Station to Hwy 97, Item 2 to the New City Sanitary Sewer Infrastructure, Item 3, subject to the following:

- 5.1** Completion of design, construction and transfer of ownership of the City New Sanitary Sewer Infrastructure from the Penticton Indian Band to the City and the City has accepted the transfer.
- 5.2** Written authorization from the City for Canada to connect.
- 5.3** Payment by Canada to the City of the sum of \$68,337.83 which represents 23% of the actual cost plus overheads to design and construct the New City Sanitary Sewer Infrastructure as noted in Schedule "F", such payment to be made forthwith upon this Agreement being entered into.
- 5.4** Payment by Canada to the City of a one time Connection Fee in the amount of \$70,826.00, such payment to be made forthwith upon this Agreement being entered into.

6. TRANSFER OF OWNERSHIP OF CANADA SANITARY SEWER INFRASTRUCTURE

Canada and the City agree that the transfer of ownership and maintenance responsibility of the Canada Sanitary Sewer Infrastructure shall be carried out as follows:

- 6.1** Concurrently, or as soon thereafter as reasonably possible, with the City accepting transfer of ownership of the Canada Sanitary Sewer Infrastructure, Canada will provide the City with the right of access to the Lands to undertake maintenance and construction in the form of a Statutory Right of Way, license or such other form acceptable to Canada and the City. In the event Canada divests itself of the Lands over which the right of access is provided, Canada will ensure that the right of access survives said transfer.
- 6.2** The transfer of ownership and maintenance responsibility for the Canada Sanitary Sewer Infrastructure shall occur at the same time for both of the two Items described in paragraph 1.1 (e).
- 6.3** Once the construction of the Canada Sanitary Sewer Infrastructure is completed and the City has declared its acceptance of the work in writing to Canada, ownership and maintenance responsibility for the Canada Sanitary Sewer Infrastructure will be transferred in writing from Canada to the City, subject to the provisions of paragraph 6.4 below.
- 6.4** Canada shall provide a comprehensive one year warranty on materials and workmanship employed in the construction of the Canada Sanitary Sewer Infrastructure commencing once ownership is transferred to the City and the City has accepted the Canada Sanitary Sewer Infrastructure in writing.

- 6.5** Upon conclusion of the transfers referred to in paragraph 6.3 and or 6.4, the City will assume ownership and all maintenance, upgrading and capital cost responsibility for the Canada Sanitary Sewer Infrastructure.
- 6.6** For greater certainty the responsibility for the maintenance of the Land Infrastructure rests solely with Canada, not the City, until such time as the Land Infrastructure may be transferred to the City.

7. MEASUREMENT AND PAYMENT OF FEES AND CHARGES

7.1 Charges

The City will charge Canada and Canada shall pay the following two charges for Services, as described and determined below. The City of Penticton is currently examining the method used to charge for sanitary sewer services. In the event that the City changes the method used the new method adopted will replace that used in this agreement. Payment for the charges can be made either as a separate payment or as a Payment in Lieu of Taxes.

- (a) Annual Fixture Charge. The Annual Fixture Charge will be based upon fees as contained in the City's Fees and Charges Bylaw 2014-07, and Canada shall pay to the City such charge on an annual basis. Upon the completion of any of the Canada Sanitary Sewer Infrastructure Items as shown in Schedule "C", and prior to the City accepting transfer of ownership, Canada will provide the City with a plumbing fixture count of all fixtures located on the Land belonging to Canada but excluding such fixtures that are located in premises occupied by tenants of Canada on the Airport Lands, and annually thereafter and as requested by the City during the Term of this Agreement so that the amount of the Annual Fixture Charge can be determined. Canada to provide the City with the right of access to the Lands and all buildings thereon, on reasonable notice to the Airport Manager, to verify the fixture count;
- (b) Annual Sewer Debt Fee. The Sewer Debt Fee will be an annual aggregate fee for all buildings and improvements on the Lands, calculated for the Lands using the same rate as charged to properties in the City of Penticton, namely:

$$\text{City Sewer Debt Mill Rate} \times \frac{\text{\$ of Asset value of the Land and Buildings owned by Canada on the Lands}}{1000}$$

Canada will provide the City with the assessed value of each building on the Lands and the assessed value of the land on the Lands, as determined by the BC Assessment Authority, on an annual basis by March 1, and at any other time upon request by the City. The City will charge Canada annually for the Sewer Debt Fee as part of the City's Payment In Lieu of Taxes application.

In the event that the assessed value information cannot for any reason, be provided by March 1 in any year of the Term, the value will be determined using the last valid assessment of the Lands adjusted to reflect any market evaluation change factors applied to comparable properties within the City. In the event that there is no last valid assessment, the City will determine, using comparable properties within the City, the assessed value.

Notwithstanding the foregoing, Canada is responsible to pay to the City annually, only for that portion of the Annual Fixture Charge and Annual Sewer Debt Fee that is calculated as against fixtures, buildings and improvements occupied, used or otherwise held by Canada. The City will separately assess and charge to tenants of Canada an Annual Fixture Charge and Annual Sewer Debt Fee against fixtures, building and improvements owned, occupied, used or otherwise held by tenants of a portion of the Lands the Annual Fixture Charge and the Annual Sewer Debt Fee attributable to the rented, leased, licensed, or otherwise occupied premises which are attributable to such Lands on a proportionate basis and such tenants shall bear responsibility for the payment of such charges to the City annually. Canada authorizes the City to render the Annual Fixture Charge and the Annual Sewer Debt Fee to the tenants of the Lands and to pursue the collection of such charges to the same extent as Canada could do so.

7.2 Interest On Overdue Payments

Any accounts overdue and unpaid in accordance with the provisions of this Agreement shall bear interest at the same rate that the City charges to customers of the City of Penticton as revised from time to time, (currently 2% per month).

8. MAINTENANCE OF INFRASTRUCTURE

The maintenance of infrastructure shall be carried out as follows:

- (a) Canada Sanitary Sewer Infrastructure - Upon the transfer of ownership, the City will be responsible for the maintenance, upkeep, upgrading, repair and any future capital replacement of the Canada Sanitary Sewer Infrastructure subject to any maintenance responsibilities of Canada under paragraph 3.3, 6.3, 6.4 and 6.5.
- (b) Land Infrastructure - Canada is responsible for the maintenance of Land Infrastructure saving and excepting Her Majesty's sewage lines, which will be maintained by the City and owned by Canada subject to the following conditions:
 - (1) The City will only provide maintenance if access is provided to the existing sanitary sewer described above in manner acceptable to the City;
 - (2) Once the existing sanitary sewer described above is upgraded at the cost of Canada to the satisfaction of the City, Canada will then provide the easements and access permits as contemplated in paragraph 4.4 and transfer ownership of the reconstructed line to the City.

9. BYLAWS

9.1 Compliance With Existing Bylaws

Canada will comply and take all reasonable steps to ensure compliance with Bylaws 2014-07, 2004-81 and 2005-02 and any amendments thereto or replacements thereof.

10. TERM AND TERMINATION

10.1 Term

The term of this Agreement (the "Term") will be in perpetuity.

10.2 Termination for Default

If there is a breach of any term of this Agreement by a party, the other party may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time provided to remedy the breach, the matter shall be referred to dispute resolution pursuant to paragraph 11.4 hereof. If the matter has been referred to and determined by dispute resolution to be a breach and the breach continues thereafter, the party not in breach may, at its option, then terminate this Agreement immediately on written notice to the other party.

11. GENERAL PROVISIONS

11.1 Amendment

No amendment, waiver or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless the same is reduced to writing and duly executed by all parties hereto in the same manner and with the same formality as this Agreement, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

11.2 Force Majeure

No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority (excluding the City) or non-availability of materials or transportation, each of which will be a force majeure event.

11.3 Access

Canada will grant to the City such rights of access to the Lands as are necessary for the provision of Services, to undertake maintenance and to undertake construction by the City and to undertake inspections should they so desire without notice. Canada hereby agrees to permit the employees, contractors and agents of the City to enter upon and cross the Lands, with or without personnel, equipment, and materials, for the purpose of inspecting and maintaining and repairing or replacing any Canada Sanitary Sewer Infrastructure necessary for the provision of Services hereunder.

11.4 Dispute Resolution

Except for any payment obligations under this Agreement, if the parties to this Agreement are unable to agree on the interpretation or application of any provision herein, or are unable to resolve any other issue in dispute pertaining to this Agreement, on notice by either party to the other, the parties agree:

- (a) first, to promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement in dispute;
- (b) second, if the parties are unable to negotiate a resolution pursuant to subparagraph (a) above, within 60 days of the notice of dispute or disagreement, to request the assistance of a skilled commercial mediator, such mediator to be mutually agreed upon by the parties within 30 days of a receipt by a party of written notice requiring the mediation, failing which the mediator will be appointed by the British Columbia International Commercial Arbitration Centre (BCICAC). Any mediator selected must be qualified and experienced in the subject matter of the Agreement. Such mediation will be conducted under the Commercial Mediation Rules of the BCICAC to resolve a dispute unless otherwise agreed by the parties. If a mediator is appointed under this subparagraph (b), the mediated negotiations will be terminated 60 days after the appointment, unless the parties agree otherwise; and
- (c) third, if the negotiations in (b) are terminated without resolution, to request the assistance of a single arbitrator by consent or, if the parties cannot agree on the selection of an arbitrator within 30 days, the arbitrator will be appointed pursuant to the *Commercial Arbitration Act* of British Columbia, and the decision of the arbitrator, including any decision as to costs, will be binding on both parties and final.

11.5 Costs of Dispute Resolution

The parties agree that each party will bear its own costs and expenses incurred in respect of the dispute resolution processes in paragraph 11.4(a) and (b) above, and neither party will seek recovery against the other party for any of those costs and expenses.

11.6 Reciprocal Indemnities

The parties covenant and agree with each other as follows:

- (a) Canada will, subject to paragraph 11.2 above, indemnify and save harmless the City (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by Canada of any of its obligations under this Agreement. This covenant of indemnity will survive the expiration or termination of this Agreement; and
- (b) the City will, subject to paragraph 11.2 above, indemnify and save harmless Canada (and any related officer, official, employee or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the City of any of its obligations under this Agreement. This covenant of indemnity will survive the expiration or termination of this Agreement.

11.7 Insurance

Should Canada hire a third party contractor to undertake the construction of any Item or Items of the Canada Sanitary Sewer Infrastructure, Canada shall require that said contractor shall obtain prior to the commencement of any such construction, at its own cost and maintain in full force and effect for the period of construction and for the warranty period thereafter, a minimum of the following:

- (a) Comprehensive general liability insurance, with coverage of at least FIVE MILLION DOLLARS (\$5,000,000.00) combined single-limit per occurrence and TEN MILLION DOLLARS (\$10,000,000.00) in the aggregate for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any employees, agents, contractors and sub-contractors of Canada. Such policy shall stipulate that such insurance is primary of any valid and collectible insurance maintained by any of the foregoing entities for any claim(s) arising out of the construction;

All such policies of the contractor shall list the City as an additional insured. All such policies shall be endorsed to provide that the underwriters and insurers of the contractor shall not have any rights of subrogation. Further, all such policies shall provide for thirty (30) days' written notice to all insureds prior to any adverse modification or termination of any such policy. Certificates of all insurance required pursuant to this provision shall be provided to the City.

11.8 Communication

Each of Canada and the City will appoint one or more representatives, with notice to the other party of such appointments, as a principal contact for official communications about this Agreement, and as a principal contact for operational matters pursuant to this Agreement.

11.9 Notice

Any notice or other communication to be given under the provisions of this Agreement by any party will be deemed sufficiently given if signed by or on behalf of the party giving such notice and delivered or mailed by prepaid registered post (except during mail disruption in which case notice will not be deemed to be received until actually received), or telefaxed, as addressed as follows:

(a) To the City at:

171 Main Street
Penticton, British Columbia
V2A 5A9

Attention: Director of Operations

Fax (250) 490-2402:

(b) To Canada at:

Transport Canada, Penticton Airport
#109, 3000 Airport Road
Penticton, B.C.
Canada
V2A 8X1

Attention: Airport Manager

Fax: (250) 770-4423

Any such notice mailed shall be deemed to have been received on the fifth (5th) business day following the date of mailing. Each of the parties may by notice in writing to the other from time to time designate any other address to which the notices may be sent. For the purposes of this paragraph 11.9 the term "business day" shall mean Monday to Friday inclusive of each week, excluding days which are statutory holidays in the Province of British Columbia.

11.10 Execution in Counterpart

This Agreement may be executed in counterpart and copies of the execution pages delivered by each party to the other by facsimile or electronic mail, and such copies together will be deemed as effective as if a single Agreement had been executed by each party.

11.11 Enurement

The parties hereto agree that all covenants and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

THE CORPORATE SEAL OF THE CITY OF)
PENTICTON was hereunto affixed in the)
presence of:)
_____)
Mayor Andrew Jakubeit)
_____)
Corporate Officer Dana Schmidt)
_____)

C/S

SIGNED, SEALED and DELIVERED by)
HER MAJESTY THE QUEEN IN RIGHT)
OF CANADA by the **MINISTER OF**)
_____in the presence of:)
_____)
WITNESS)
_____)
ADDRESS)
_____)

Minister of _____

SCHEDULE "A"

PLAN SHOWING THE LANDS



SCHEDULE "B"

MAY 8, 1974 SEWAGE AGREEMENT

2259

Duplicate ORIGINAL

NO. PACIFIC 1035

DEPARTMENT OF TRANSPORT

AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN

AND

THE CORPORATION OF THE CITY OF PENTICTON

Date of Authority	T.B. No. 720143 dated June 14, 1973
Date of Agreement	May 8, 1974
Public Work Concerned	Penticton Airport
Description	Connection of the Airport sewerage system to the sewerage system owned and operated by The Corporation of the City of Penticton for the disposal of sewage from the Penticton Airport.

DEPARTMENTAL REFERENCE

FILE NO. 5176-P145 (PAOW)

MEMORANDA

The Honorable the Treasury Board
L'honorable Conseil du Trésor

TH

Ac 1-5

720143

T.B. Number - C.T. No

TRANSPORT

Department - Ministère

5176-PL45 (PAOW)

File - Dossier

JUN 9 1973

Date

CT: AUTHORITY TO ENTER INTO AN AGREEMENT

SAL: To enter into an agreement with the Corporation of the City of
Penticton for the acceptance, treatment and disposal of sewage from
the Penticton Airport through an extension of the Airport main to a
connection with the City system.

\$2,850 per annum approximately.

Available in Vote 15 - Operating expenditures and authority to spend
revenues received during the year.

KS: The present sewage disposal system for the Penticton Airport does not
meet the criteria contained in the Water Pollution Control and
Abatement Program, Federal Facilities, 1968.

Discussions between the representatives of MOT; the City of Penticton;
the Environmental Protection Service, DOE; and DNHW have been held to
consider alternative plans and to seek a permanent answer to the
problem of sewage disposal from the Airport. The above proposal
represents the best solution and has received the support of the DOE to
the extent that funds for capital works required to connect the Airport
to the municipal treatment facility have been allocated from a central
fund established by Cabinet approval June 8, 1972.

The operation of a small tertiary sewage treatment plant could be more
expensive than municipal treatment on account of the close surveillance
that would be required in order to achieve consistently a quality
effluent that would meet an approved specification.

APPROVED
BY THE
TREASURY BOARD

APPROVED
PAR LE
CONSEIL DU TRÉSOR

Concluded
to be a true copy of a
minutes of a meeting of the
Treasury Board on

14 VI 73

Copie conforme
d'un extrait des procès-verbaux
d'une réunion du Conseil du
Trésor le

[Handwritten signature]

[Handwritten notes: 176 Ted, 4/6/73, 11/6/73]

E (

R E S O L U T I O N

EXTRACT FROM MINUTES OF MEETING OF THE COUNCIL OF
THE CITY OF PENTICTON HELD ON MONDAY, APRIL 22nd,
1974, AT 9:32 A. M.

"That the Sewer Line Extension Agreement with the
Ministry of Transport be approved, and the Mayor and Clerk
be authorized to sign and seal on behalf of the City."

DATED at Penticton, B. C., this 24th day of April,
1974.

CERTIFIED A TRUE COPY:

McDonald
City Clerk, City of Penticton.

SEWAGE AGREEMENT

THIS AGREEMENT made the 8th day of May 1974.

1751
Draft
April 9/74

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF
Canada as represented by the Minister
of Transport,

(herein called "Her Majesty")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF
PENTICTON

(herein called "Pentiction")

OF THE SECOND PART

WHEREAS:

- A. Her Majesty owns all those lands and premises in the City of Pentiction in the Province of British Columbia known as the Pentiction Airport, and comparing, inter, alia, lands described in Schedule "A" hereto and hereafter referred to as "the Airport".
- B. The Airport does not lie within the sewer district established by Pentiction.
- C. Her Majesty has constructed and owns a sewer main and pumping station on the Airport as shown in green and installed a sewer main as shown in red on Schedule "B" hereto.
- D. Pentiction owns and maintains a sewer system in the City of Pentiction and is agreeable to accept, treat and dispose of sewage from the line constructed by Her Majesty.

NOW THEREFORE in consideration of the premises and the mutual covenants hereinafter set forth the parties covenant and agree as follows:

1. Her Majesty shall be entitled to connect Her sewage lines to Pentiction's system at Pentiction's manhole at station 61 + 70 shown on Schedule "B" annexed, and hereafter called the "connection point".
2. Pentiction agrees to accept, treat and dispose of all sewage from the Pentiction Airport at the "connection point" commencing on the later of:
 - (a) 31st day of March 1974;
 - (b) when Her Majesty's sewage lines have been completed, and said connection has been made.
3. Pentiction agrees to maintain and keep the sewage system in good repair and in good working order:
 - (a) from Manhole No. 1 adjacent to the Airport Maintenance Garage at Station 0 + 00 to the pumping station;
 - (b) from and including the pumping station on the Airport to the connection point;

cont ... 2

- 2 -

4. Her Majesty hereby grants unto Penticton, its agents and servants for the duration of this agreement a right of way for ingress and egress over the area outlined in orange on Schedule "B" hereto and hereinafter called the "right of way" for the purpose of maintaining and repairing the sewage system.

Provided always that:

- (a) Her Majesty and those claiming under Her may use the surface of the right of way in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the said sewage system;
 - (b) The within permit shall not convey an interest in land;
 - (c) Penticton shall indemnify Her Majesty against any loss which may be suffered or sustained by Her Majesty directly or indirectly arising from the improper repair or non-repair of the sewage system.
5. Penticton agrees to comply with all the terms of permit Number K.201/73, from the Department of Highways of British Columbia, entitled "Permission to Construct Works within Crown Lands", a copy of which is annexed as Schedule "C" hereto.
6. a) For the services herein agreed to be provided by Penticton Her Majesty shall pay the following user rates:
- Annually on the first day of November in each year of the term, a sum arrived at by applying the mill rate imposed by the Penticton Rates Bylaw for sewer rates or taxes on lands and improvements lying within the limits of the Sewage District as created by Bylaw No. 3006 to the assessed value of the land and improvements on the Airport.
- b) Provided however, that if Her Majesty disagrees with the assessment made by Penticton, Her Majesty may refer the matter to the Federal Court of Canada for a determination of assessed value of the land and improvements for the year in question. The cost of the reference to the Court shall be in the discretion of the Court. Provided however that in the absence of or pending such determination Her Majesty shall continue to pay the rates in the same amounts on the same dates each year as during the preceeding period. Upon the determination by the Court any excess or deficiency shall be adjusted and paid by Her Majesty to Penticton or credited by Penticton to Her Majesty, as the case may be, in accordance with such determination.
- c) Provided always that said sum shall not include charges for connections to the sewage system by commercial users on the Airport who shall be charged separately by Penticton.

cont ... 3

- 3 -

7. The term of this Agreement shall be for as long as Her Majesty desires to deliver sewage into the Penticton system. Provided however that Her Majesty may terminate the within Agreement at any time on giving three (3) months written notice to Penticton.
8. Wherever in this Agreement it is required or permitted that notice or demand be given or served by either party to the other, such notice or demand shall be given and served in writing and forwarded by registered mail addressed as follows:

TO: Her Majesty the Queen in Right of Canada:
c/o The Department of Transport
739 West Hastings Street
Vancouver, B.C. V6C 1A2

TO: Penticton
at: 171 Main Street
Penticton, B.C.
9. No waiver on behalf of Her Majesty of any breach shall take place or be binding unless the same be expressed in writing by the Minister and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to limit or affect the rights of Her Majesty with respect to any breach.
10. Penticton covenants and agrees that it has obtained all necessary consents and approvals to enter the within Agreement.
11. Any assignment of this agreement by Her Majesty shall provide that the assignee shall comply with all the terms and conditions of this agreement.

cont ... 4

- 4 -

12. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, and each his heirs, executors, administrators, successors and permitted assigns, as the case may be, and any words in the singular shall include the plural and words importing the masculine gender include the feminine and neuter genders where the context so required.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals and corporate seal as of the day and year first above written.

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of Canada in the presence of:

[Signature]
for Minister of Transport

P. Wickham

THE CORPORATE SEAL of the Corporation of the City of Penticton was hereunto affixed in the presence of:

[Signature] MAYOR
[Signature] CLERK

Bonnie Daffie
H-2036-471 Winnipeg St
Penticton B.C.
stenographer
Witness as to both signatures.

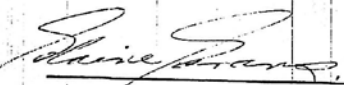
A F F I D A V I T O F W I T N E S S

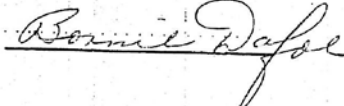
I, **BONNIE DAFOE** of the
City of Penticton,
Columbia, Stenographer, in the Province of British

MAKE OATH AND SAY:

1. I was personally present and did see the within instrument duly signed and executed by Frank William Laird and Harley Gerald Andrew the Mayor and Clerk, respectively of the City of Penticton, for the purposes named therein.
2. The said instrument was executed at the City of Penticton, in the Province of British Columbia.
3. I know the said persons described in paragraph 1, and that they are of full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN before me at Penticton
in the Province of British
Columbia, this 23rd day of
April, 1974.





~~A Notary Public in and for the Province of British Columbia.~~

A Commissioner for taking affidavits within British Columbia.

SCHEDULE "A"

Firstly:- All and singular that certain parcel or tract of land, situate, lying and being all that part outlined in red on Indian Affairs Survey Records Plan 4940, said plan being the plan and field notes of resurvey of Penticton Airport Boundaries, Similkameen Division Yale District, and said plan being of record in The Canada Land Survey Records,

Secondly:- All and singular that certain parcel or tract of land, situate, lying and being all that part of Plan "B"3909, Block 224, Lot 372, Similkameen Division Yale District, to the west of the easterly boundary of Plan "A"1189, and further described as Parcels "B" and "2", Plan "A"1189,

Thirdly:- All and singular that certain parcel or tract of land, situate, lying and being described as Parcel 2CR, Plan "A"1189, adjacent throughout to the parcel described above, to the west of the westerly boundary of Plan "A"1189 within Plan "B"3909, Block 224, Lot 372, Similkameen Division Yale District;

SCHEDULE C
GOVERNMENT OF BRITISH COLUMBIA
DEPARTMENT OF HIGHWAYS

Permit No. K-201/73
File No. R2-21-2F
Letter No.
Electoral District R#2

PERMISSION TO CONSTRUCT WORKS WITHIN CROWN LANDS

The works comprising the installation of 1,900 lineal feet or thereabouts of 4" diameter sewer force-main as shown on Dayton & Knight drawings number P 145 P631 C001 to P 145 P631 C008, including crossing Okanagan River by attachment to #2342 Skaha Lake Bridge, as per Application dated October 1, 1973.



as they relate to the use of Crown lands, interference with public works, or other matter under the jurisdiction of the Minister of Highways, and permission to construct, use, and maintain the said work is hereby granted to the Corporation of the City of Penticton, 171 Main Street, Penticton, British Columbia.

The said approval and permission to construct, use, and maintain works is, however, at all times subject to the following conditions:-

1. That the construction and maintenance of the said works is carried out to the satisfaction of the Chief Engineer.
2. That before opening up any highway or interfering with any public work, intimation in writing of the intention to do so must be given to the District Official at least seven clear days before the work is begun.
3. That any person appointed by the Chief Engineer for that purpose shall have free access to all parts of the works for the purpose of inspecting the same.
4. That the construction of the said works shall be commenced on or before the _____

_____ and shall be prosecuted with due diligence and to the satisfaction of the

Chief Engineer, and shall be completed as soon as possible.

5. (a) The highway must at all times be kept open to traffic. The roadway must be completely restored for traffic as soon as possible. At all times the permittee must safeguard the travelling public.

(b) That, unless with the consent of the Chief Engineer, no more than fifty (50) yards of pipe-track or other excavation in any public highway is to be kept open at any one time.

(c) All trenches and excavations shall be shored, if necessary, according to the Workmen's Compensation requirements. Care must be taken to protect adjacent property.

(d) That all excavations shall be carefully back-filled with suitable material, which is to be tamped into place, and that the permittee shall restore the surface of the road and shoulders and ditches, at his own expense. All surplus material is to be removed from the Provincial Crown lands, or deposited where and as required by the District Official of the Department of Highways. The permittee is financially responsible for any maintenance work required on said ditch for a period of one year. The Highways Department will carry out the necessary remedial work and invoice the permittee monthly.

(e) The pipe-line crossing installation is to be placed by drilling and (or) jacking in such a manner as to afford minimum grade settlement. No water jetting will be permitted. That where, in the opinion of the District Official, an excavation or opening for a pipe-line crossing installation could be made which would not be detrimental to the highway or its users, permission will be granted for such works. On thoroughways, freeways, and main highways no open cuts will be allowed.

(f) That all pipe-lines in excess of a nominal diameter of two inches, whether gas, oil, water, pressure sewers, conduit, etc., shall be encased where indicated by the District Official, in a steel casing-pipe or conduit-pipe of sufficient strength to withstand the District Official. The end of the casing-pipe shall be suitably sealed and, if required, properly vented above the ground with vent-pipes not less than two inches in diameter, and extending not less than four feet above ground surface. Vent-pipes shall be equipped with identification markers.

All pipe-lines of non-rigid material—i.e., plastic or copper—of any diameter, shall be cased, or embedded in sand.

The inside diameter of the casing-pipe shall be at least 25 per cent larger than the outside diameter of the pipe-line. The casing-pipe shall be installed with an even bearing throughout its length, and in such a manner so as to prevent leakage, except through joints.

The top of the casing-pipe, or the pipe-line where casing is not required, shall be located as directed by the District Official, and shall in no case be less than four feet below the surface of the highway and not less than two feet below the highway ditches. Pipes shall not obstruct drainage structures or ditches or interfere with traffic on the highway or with highway maintenance.

6. That where the work for which permission is hereby granted comes in contact with any bridge, culvert, ditch, or other existing work, such existing work must be properly maintained and supported in such manner as not to interfere with its proper function during the construction of the new work, and on the completion of the new work the bridge, culvert, ditch, or other existing work interfered with shall be completely restored to its original good condition.

7. That when necessary all excavations, materials, or other obstructions are to be efficiently fenced, lit, and watched, and at all times every possible precaution is to be taken to ensure the safety of the public.

8. That the person or persons for whom these works are being constructed, or by whom these works are maintained, shall at all times accept full responsibility for any accident that may occur or damage that may be done to any person or property whatsoever through directly or indirectly by these works, and shall save harmless and keep indemnified the Crown from all claims and demands whatsoever in respect of the works.

9. That the permission herein granted to use and maintain the works is only granted for such time as the land or public work in, upon, or over which the said works are constructed is under the jurisdiction of the Minister of Highways. This permission is not to be deemed as being granted for all time, and shall not be deemed to vest in the permittee any right, title, or interest whatsoever in the lands upon which the works are constructed. Should the lands affected at any time be included within that of an incorporated municipality or city, this permission shall become void, unless the works are on a highway duly classified as an arterial or primary highway pursuant to Part III of the Highway Act.

10. That after receiving notice in writing of the intention on the part of the Provincial Government to construct, extend, alter, improve any public work, the person or persons responsible for the maintenance of the works for which permission is hereby granted shall within six weeks move or alter such work at his or their own expense to such new position or in such manner as may be required by the construction, extension, alteration, or improvement proposed to be carried out by the Provincial Government.

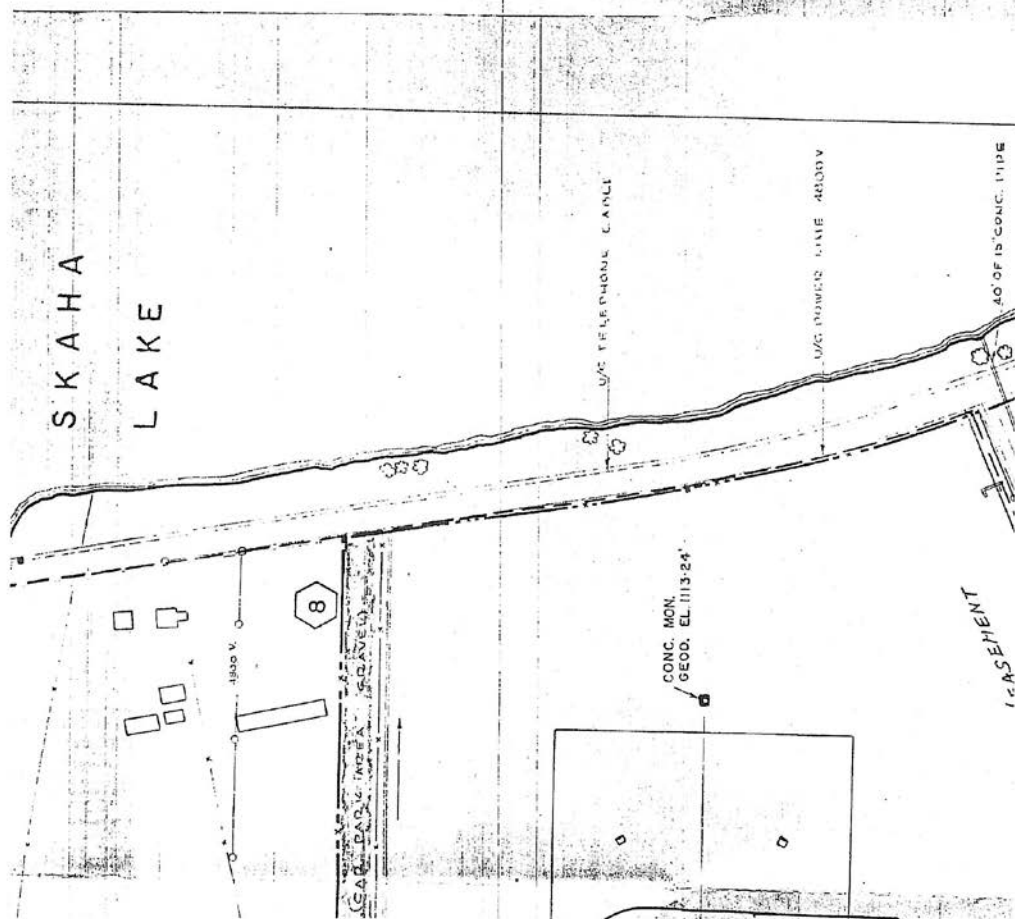
(OVER)

11. That while reasonable care will be taken on the part of the Provincial Government to do as little damage as possible to any private work in the carrying-out of the construction, extension, alteration, improvement, repair, or maintenance of any public work, and that the Provincial Government can accept no responsibility of any kind for such damage.
12. That the permission hereby granted to construct, use, and maintain work is granted without prejudice to the provisions of the Highway Act, Public Works Act, or other Acts governing Crown lands and public works or their use by the public.
13. That this permission shall be in force only during such time as the said works are operated and maintained by the applicants, to the entire satisfaction of the Chief Engineer.
14. That the Department will not be responsible for grade changes on accesses caused by reconstruction of any Provincial highway.
15. This permit is valid only for the specific works stated herein. Any alterations or additions must be covered by a separate permit.
16. This permit may be cancelled, at the discretion of the Minister, without recourse, should the permittee fail to comply with all the terms of the permit. Thirty days' notice will be given before cancellation.
17. When the requirements of the Department necessitate use of the said lands for Provincial purposes, at the discretion of the Minister, this permit may be cancelled.
18. That these works shall be identified with this permit number, namely, "H.K. 201/73..." in a manner satisfactory to the District Official of the Department of Highways.
19. In addition to the general provision in Clause (10) above, the permittee shall be responsible for any alteration or relocation of the line in the event that #1342, Skaha Lake Bridge, is widened, altered, or reconstructed.
20. At each end of #1342, Skaha Lake Bridge, the pipe shall be encased in concrete to a level flush with the bridge sidewalk as shown and noted on Plan P145 P631 C006.

Department of Highways, Kamloops
British Columbia

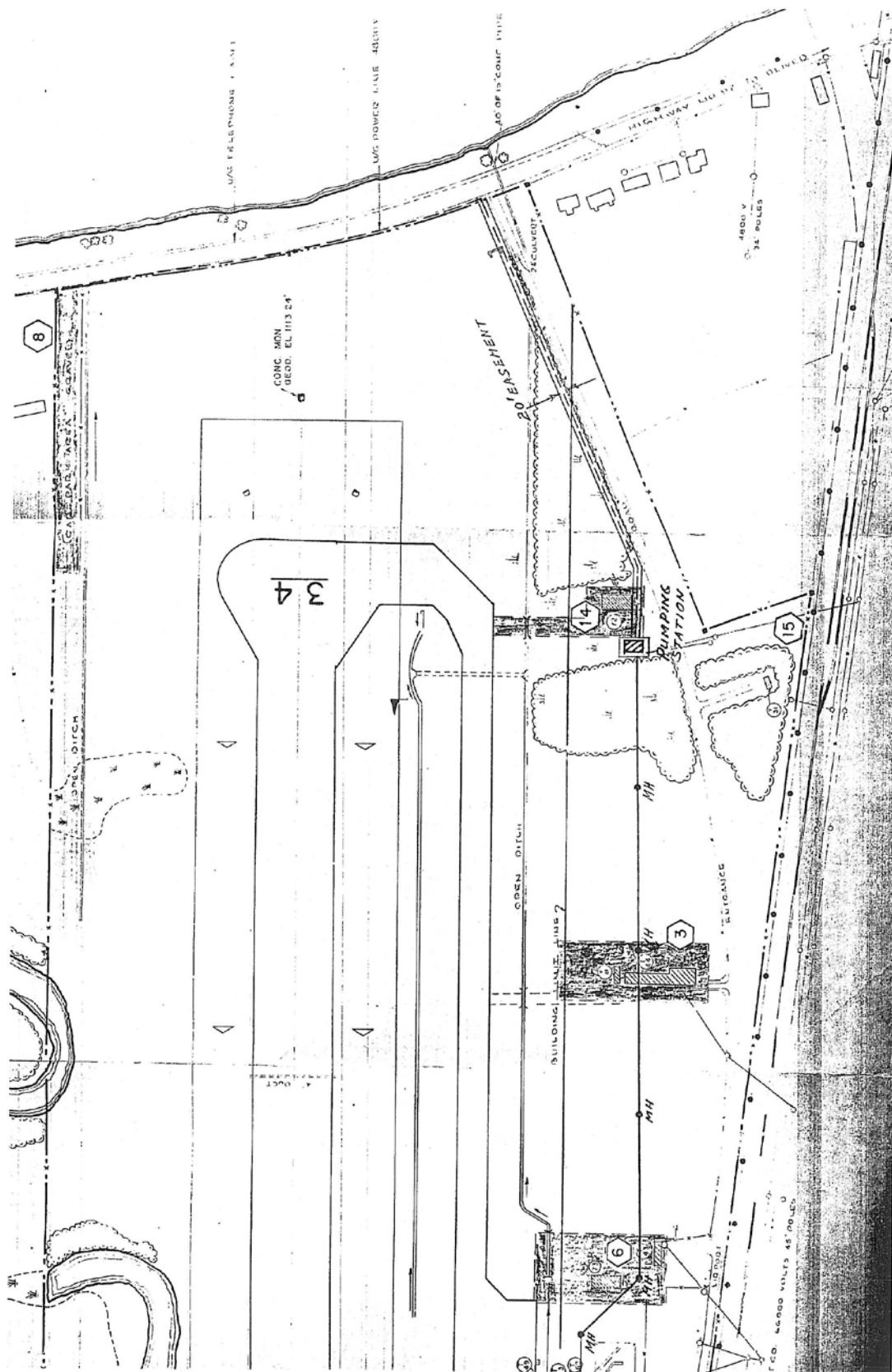
NOVEMBER 28, 1973

H. F. Blunden
 For Minister of Highways.
 H. F. Blunden
 REGIONAL APPROVING OFFICER



SCHEDULE "B"

THIS DRAWING SUPERSEDES BUILDING AREA PLAN
DWG. NO. S-BC-41-2 DATED DECEMBER 18, 1961



SCHEDULE "C"

PLAN SHOWING THE SANITARY SEWER INFRASTRUCTURE



SCHEDULE "D"

CITY OF PENTICTON COUNCIL RESOLUTION

SCHEDULE "E"

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN RESOLUTION

SCHEDULE "F"
COST FOR NEW SANITARY SEWER INFRASTRUCTURE

Item Number	Item Description	Units	Amount	Unit Price	Total Invoiced For	Admjustment after review of True Engineering Documentation	Amount to Pay	Notes
1.0	200mm Dia DR17 HDPE by Directional Drilling	m	575	\$ 115.00	\$ 66,125.00	\$ -	\$ 66,125.00	
2.0	Sanitary Forcemain Systems Appurtenance c/w Trust Blocks or Joint Restraints							
	200mm Dia FxFxF Tee	each	1	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	
	200mm Dia Bend	each	1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	
	200mm Dia Flange Adapter	each	1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	
	Air Release chamber	each	1	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00	
3.0	Tie to existing sanitary system at Hwy 97 / Channel Parkway Intersection including 1200mm Dia precast benched manhole, lid, frame, cover and removals.	L.S.	1	\$ 18,800.00	\$ 18,800.00	\$ -	\$ 18,800.00	
4.0	Remove and dispose of existing asphalt surface as necessary regardless of thickness on roadways including saw cutting	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 13,500.00	Bid price for this pay item was \$13,500 not the estimated \$10,000
5.0	Trench an dasphalt restoration on Highway surfaces to MoTI specifications	L.S.	1	\$ 18,800.00	\$ 18,800.00	\$ -	\$ 18,800.00	
6.0	Mobiltain and demobilaitaion of equipment	L.S.	1	\$ 2,900.00	\$ 2,900.00	\$ -	\$ 2,900.00	58% of total bid price of \$5,000
7.0	Traffic Management Plan	L.S.	1	\$ 1,740.00	\$ 1,740.00	\$ -	\$ 1,740.00	58% of total bid price of \$3,000
8.0	Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00	-\$ 2,692.00	\$ 7,308.00	Adjusment made so that total reflects 58% of total bid price \$12,600
9.0	Extra Work Additional works done by Grizzly Excavating as a result of existing forcemain break. Work includes tie-is for Motel and Airport, excavation at concrete tunnel location and materials.	L.S.	1	\$ 25,717.00	\$ 25,717.00	-\$ 7,551.79	\$ 18,165.21	Adjustment made to reflect updated information from True Consulting
	Additional time at concrete tunnel location including drill, backhoe, crane truck, pickup, fusion, mud truck, trailers 5 workers and equipment.	hours	20	\$ 600.00	\$ 12,000.00	\$ -	\$ 12,000.00	
	Broken drill rods due to concret tunnel.	each	5	\$ 1,150.00	\$ 5,750.00	\$ -	\$ 5,750.00	
	Trench and asphalt restoration at location of concrete tunnel.	L.S.	1	\$ 2,000.00	\$ 2,000.00	-\$ 2,000.00	\$ -	
	Superior Septic invoice for hauling liquid waste from lift statrions.	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 29.12	\$ 8,029.12	
	Plumgin invoices for remving constriction from Moel gravity main and re-starting lift station pumps due to clog.	L.S.	1	\$ 2,000.00	\$ 2,000.00	-\$ 334.14	\$ 1,665.86	
	Cost for using of City of Penticton vacuum truck during airport tie-Qin an dcall-out for lift station high alarm.	L.S.	1	\$ 3,600.00	\$ 3,600.00	-\$ 2,800.78	\$ 799.22	
10.0	Allowance for asphalt milling and overlay	m2	1900	\$ 25.00	\$ 47,500.00	\$ -	\$ 47,500.00	
	SUB TOTAL 1				\$ 239,882.00	-\$ 11,849.59	\$ 228,032.41	
	Engineering				\$ 25,000.00	-\$ 1,234.94	\$ 23,765.06	
	SUB TOTAL 2				\$ 264,882.00	-\$ 13,084.53	\$ 251,797.47	
	Admin Fee at 18%				\$ 47,678.76	-\$ 2,355.22	\$ 45,323.54	
	TOTAL				\$ 312,560.76	-\$ 15,439.74	\$ 297,121.02	
	23% of the Total as per the Agreement				\$ 240,671.79	-\$ 11,888.60	\$ 68,337.83	

Council Report

penticton.ca

Date: October 5, 2015
To: Eric Sorensen, City Manager
From: Cathy Ingram, Logistics Manager
Subject: **Purchasing Cards – Bank of Montreal (BMO)**

File No:

Staff Recommendation

THAT Council authorize staff to waive Purchasing Policy Section 17. On-Going Professional Services with regard to purchasing card services;

AND THAT staff be authorized to exercise Purchasing Policy Section 21. Cooperative Purchasing with regard to purchasing card services;

AND FURTHER THAT staff be authorized to sign the provincial purchasing card agreement and remain with BMO.

Strategic priority objective – N/A

Background

Purchasing Policy Section 17. On-Going Professional Services requires professional services retained on an ongoing basis be reviewed every 3 to 5 years and a Request for Proposal (RFP) be issued. The City currently has 83 Bank of Montreal (BMO) credit cards for employees to purchase parts required to perform their duties.

During recent discussions with the BMO Director of Treasury & Payment Solutions, we were advised that 75% to 80% of the Greater Vancouver Group, to which we belong, have signed the Provincial purchasing card agreement with combined annual purchases of approximately \$355 million. The City will receive rebates based upon our volume of annual purchases.

Financial implication

Minimal rebates will be seen as the City does not purchase large volumes on credit cards.

Analysis

Staff is seeking approval from Council to join the provincial purchasing card group, sign the agreement and postpone issuing an RFP for purchasing card services. The current provincial purchasing card agreement expires on March 31, 2017 at which time an RFP will be issued for the group of public bodies utilizing volume

to obtain better proposals. This action will allow the City to not only exploit the purchasing power of a much larger group but it will also allow the City to piggyback on the RFP process of the Provincial group.

Co-operative purchasing is provided for in section 21 of the City's purchasing policy.

Alternate recommendations

That staff be directed to issue an RFP from the City on its own for purchasing card services.

Respectfully submitted,



Cathy Ingram
Logistics Manager

Approvals

Director	City Manager
	<i>ES</i>

Minutes



Tourism Development Task Force Meeting

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

Thursday, September 17, 2015
at 3:00 p.m.

Present: Max Picton, Councillor & Chair
Andrew Jakubeit, Mayor
Judy Sentes, Councillor
Andre Martin, Councillor
Barb Haynes, President, Penticton Hospitality Association
Kelly Hopkins, Tourism Executive Director
Diana Stirling, Tourism Chair

Staff: Eric Sorensen, Chief Administrative Officer
Lori Mullin, Acting GM, Recreation Services
Lorraine Williston, Committee Secretary

1. Call to Order

The Tourism Development Task Force was called to order by the Chair at 3:02 p.m.

2. Adoption of Agenda

It was MOVED and SECONDED

THAT the Tourism Development Task Force adopt the agenda for the meeting held on September 17, 2015 as circulated.

CARRIED UNANIMOUSLY

3. Adoption of Minutes

It was MOVED and SECONDED

THAT the Tourism Development Task Force adopt the minutes of the August 20, 2015 meeting as circulated.

CARRIED UNANIMOUSLY

4. Business Arising from Prior Meetings

4.1 55+ BC Games Update

The Tourism Executive Director reported they will not know the outcome until October.

4.2 4 Pillars – Sub-Committee Update

Festival and Events – Councillor Judy Sentes

Councillor Sentes reported the Economic Development Officer has been conducting a survey at the Saturday Farmers Market. The sub-committee's next meeting is Oct. 2nd. To date, a great deal of work has been done with respect to the birthday party and information will be provided to the Task Force at the next meeting. Another event they are looking at is an 'apple' fall festival to happen possibly in October.

Meetings and Conventions – Councillor Andre Martin

Councillor Martin reported he had his first meeting on Sept. 14th. A summary of the meeting included the following:

Top three strengths:

1. Outdoor activities
2. Activities in combination with the wine industry
3. Festivals

Top three weaknesses:

1. No cohesive brand of what success is and lack of team work
2. Lack of quality hotel rooms
3. No hotel beside the Convention Centre.

Recommendations:

- Provide a total package with a "community" experience through identity and discounts for a variety of items;
- Convention theme is needed. Free WiFi and good coffee make a big difference;

Magic wand:

1. Convention bureau
2. Branding
3. Coordinated marketing both locally (Alberta, BC and Pacific NW) and internationally

Sport Tourism – Councillor Max Picton

The Chair reported he had a great panel of people out for the initial meeting. Top three strengths were:

1. Diversity of offerings
2. Great destination for families
3. Good volunteer base, recognition of events, venues and facilities for certain sports

Top weaknesses:

- Travel logistics, venues and facilities i.e. baseball and non-regulation venues
- Lack of quality rooms
- Volunteer fatigue in the fall
- Too many elite programs, too focused on the elite crowd - recreational programs are sacrificed

Recommendations:

- Identifying calendar conflicts, sporting events have small windows for qualification
- Lacking bid strategy - need targeted strategy when bidding on sporting events to be able to target specific events
- Need to connect event consumers with local attractions at hotel stays
- Severe lack of budget for marketing etc.
- Event support strategy with a primary point of contact within the City – need a coordinated approach to build consistency and assist agencies and organizers
- Renew volunteer base
- Variation on current events i.e. foam event, freaking farmer and reinventing old events
- Combine vacations with sport events and festivals

Trends:

- Growth in single athlete sports – skiing, paddling, cycling
- More BC and USA travelers
- Vacation home rentals becoming more popular

Magic Wand:

- Large indoor multisport facility
- One stop shopping for event support
- Major city wide corporate sponsorship program for all events administered through tourism
- Need more support for tourism
- Year round events – one major event per month
- Central volunteer data base
- Central city wide ticketing system to allow for promotion of other events
- Shared budget for PR resources
- Virtual goodie bag – creating an online donation box for businesses to donate items
- Opportunities for rent reduction on facilities
- Electrical system upgrades for city parks

Cycling – Mayor Andrew Jakubeit

Mayor Jakubeit provided an update on cycling. He has a good group of cyclist enthusiasts and will be meeting with the group soon.

The Chair stated the next step for each pillar will be to take the information and top three priorities and build their strategic priorities. From these priorities, the Task Force can then work on focusing resources to achieve goals. The Chair asked each Pillar to bring forth their priorities to the next meeting.

Discussion followed on attracting and incentivizing volunteers. The Chair asked each pillar to also bring forth this question within their group for discussion. It was agreed a central data base with specific details and preferences for volunteers is needed. The CAO stated there are volunteer management software programs available and will provide more information at the next meeting.

4.3 4 Pillars Discussion

Discussion focused on PR outreach and the lack of resources to handle it. Discussion on Tourism having a photographer on retainer to capture pictures of different events throughout the year to help build the data base. Pictures would need to be accessible and it was recommended a media waiver/release form be added to the event registration form.

4.4 Baseline Calendar

The Tourism Executive Director identified TeamUP was a good candidate. Originally Tourism was looking at two separate applications to handle their needs. It was determined that after the initial training, the TeamUP program does not have the capability to integrate the data into one application. Tourism has contacted another designer that does have existing software programs that can be customized to meet our needs. Additional information on cost and when it could be up and running will be brought forward at the next meeting.

4.5 Penticton Hospitality Association Update

The Penticton Hospitality Association President provided an update on the GoMedia event and the 2016 BC Winter Games. The PHA is coordinating the volunteers and is in need of people with great attitudes and personality. Please contact Barb if you have any referrals.

The Penticton 2016 BC Winter Games Society will be hosting their community awareness event on Sept. 19th from 6-9 p.m. at the Penticton Lakeside Resort. This event will be family orientated with a carnival theme and will be the launch pad for their volunteer campaign.

5. **New Business**

6. **Council Outcome**

Council Resolutions 461/2015, 462, 2015 and 463/2015 from the minutes dated August 20, 2015 were received.

7. **Next Meeting**

The next regularly scheduled meeting of the Tourism Development Task Force is scheduled for October 16, 2015 at 1:00 p.m.

8. **Adjournment**

The Tourism Development Task Force adjourned the meeting at 4:35 p.m.

Minutes



Penticton Creek Restoration Committee Meeting

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

Friday, September 18, 2015
at 9:30 a.m.

Present: Helena Konanz, Councillor (arrived at 10:20 a.m.)
Bryn White, Chair & South Okanagan Conservation Representative
Paul Askey, Freshwater Fisheries Society Representative
Joe Enns, Okanagan Nation Alliance Representative
Kerri Milton, Downtown Penticton Association Representative
Bruce McFarlane, Regional Water Engineer – Ministry of FLNRO Representative
Bruce Turnbull, Penticton Fly Fishers' Association Representative
Doug Maxwell, Member at Large

Staff: Ian Chapman, City Engineer
Audrey Tanguay, Long Range Planner
Lorraine Williston, Committee Secretary

Guests: Jodi Goode, Mould Engineering
Tim Lezard, Penticton Indian Band Representative and Councillor

1. Call to Order

The Penticton Creek Restoration Committee was called to order by the Chair at 9:37 a.m.

2. Adoption of Agenda

It was MOVED and SECONDED

THAT the Penticton Creek Restoration Committee adopt the agenda for the meeting held on September 18, 2015 as circulated.

CARRIED UNANIMOUSLY

3. Adoption of Minutes

It was MOVED and SECONDED

THAT the Penticton Creek Restoration Committee adopt the minutes of the July 30, 2015 meeting as circulated.

CARRIED UNANIMOUSLY

4. Business Arising from Prior Meetings

4.1 Project Construction Update

The Mould Engineering representative provided an outline of the construction project from the start date of August 5, 2015 to the completion of the works on September 2, 2015. An overview of each phase, delays, challenges and successes were reviewed including photos of fish in the new habitat area. The project was completed one day ahead of schedule. The representative stated the total construction costs will not exceed the funding allocated to date.

The Freshwater Fisheries Society representative stated gofishbc had a camera installed at a good vantage point to capture the restoration of the site. The video can be watched showing the progress of the construction on YouTube. The Communications Officer stated these photos and videos should be catalogued and inventoried for future use. Council will also receive an update at an upcoming regular meeting.

4.2 Budget and Finance – Update and Upcoming Year 4 Funds for Monitoring and Evaluation

The Chair and Long Range Planner provided an update on the budget and finance. HCTF Year 4 funding is available. Habitat and Fisheries also have funding available. Deadline to submit the application for Year 4 is Nov. 2, 2015. Currently have \$40,000 of the \$50,000 set aside for monitoring. Technical assistance is required to help staff. Effectiveness and site monitoring are required. The Freshwater Fisheries Society and Mould Engineering representatives stated they can provide the required information. The grant report for Year 3 is needed for HCTF before the application for the Year 4 funds can be made.

The Ministry of FLNRO representative commended all the work done by the Mould Engineering representative and provided some recommendations with respect to monitoring. Compliance monitoring – did they build what they said they would. City staff should be able to monitor during routine inspections. For the end result of your monitoring, how did you change your monitoring plan? The Ministry representative stated that with the completion of the project he will not be attending any further meetings, however if additional support is needed to send his supervisor a request.

4.3 Report and Applications – Fall 2015 HCTF and TD FEF

The Chair stated the Long Range Planner needs to write the report and application and will require assistance from the Mould Engineering representative. The deadline is March 2015. The Chair confirmed she will assist the Communications Officer with the TD FEF report.

4.4 Public Celebration and TD Tree Days Planting

The Communications Officer provided information on the Sept. 19th celebration. Media have been invited to attend and there will be a recognition piece before the planting begins to recognize TD FEF and HCTF for the contributions made. The Chair stated RFCPP should be recognized as well and to let her know if anyone else should be noted. The Chair and Communications Officer to connect to finalize.

4.5 Final Interpretation Sign at Demonstration Site

The Communications Officer is looking for input from the committee on key messages you would like reflected on the sign. The Chair recommended connecting with the Okanagan Nation Alliance as they do an excellent job with interpretive signs and could potentially partner with the Penticton Indian Band as well.

4.6 Master Plan Funding Applications (RFCPP, REFBC, HCTF) Timing and Work Planning

The Chair reported the grant writers have been working hard to get them done. It would also be beneficial to have a conversation with HCTF if there are any opportunities available to support a master plan.

5. Council Outcome

Council Resolution 396/2015 from the minutes dated July 30, 2015 were received.

6. New Business

7. Next Meeting

The next regularly scheduled meeting of the Penticton Creek Restoration will be October 23, 2015 at 9:00 a.m.

8. Adjournment

The Penticton Creek Restoration Committee adjourned the meeting at 11:12 a.m.

Minutes



Waterfront Revitalization Sub-Committee Meeting

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

Friday, September 18, 2015
at 8:00 a.m.

Present: Campbell Watt, Councillor
Max Picton, Councillor
Sharon Hickey, Vice-Chair
Doug Eaton, Chamber of Commerce Representative
Wayne Lebedow, Marina Representative
Jim Cooper, Member at Large
Cal Meiklejohn, Member at Large

Staff: Mitch Moroziuk, Director of Operations
Ian Chapman, City Engineer
Simone Blais, Communication Officer
Lorraine Williston, Committee Secretary

Guests: Ed Grifone, CTQ Consultants Ltd. Representative
Bruce Merit

1. Call to Order

The Waterfront Revitalization Sub-Committee was called to order by the Chair at 8:04 a.m.

2. Adoption of Agenda

It was MOVED and SECONDED

THAT the Waterfront Revitalization Sub-Committee adopt the agenda for the meeting held on September 18, 2015 as circulated.

CARRIED UNANIMOUSLY

3. Adoption of Minutes

It was MOVED and SECONDED

THAT the Waterfront Revitalization Sub-Committee adopt the minutes of the August 25, 2015 meeting as circulated.

CARRIED UNANIMOUSLY

4. Business Arising from Prior Meetings

4.1 SS Sicamous Phase 1 Detail Design

The Director of Operations reported he has met with the S.S. Sicamous Board and will be meeting with the Penticton Indian Band. Council will be presented with the design on October 15th. Public consultations will also be held.

The CTQ Consultants Ltd. representative presented detailed information on the Phase 1 design noting six key elements that they would like to bring forward to the public for introduction and comment. A review of the previous public consultations was provided to refresh the committee.

The CTQ Consultants Ltd. representative provided an overview of the first improvements to be completed which include changes to the roadway alignment and parking for Riverside and Lakeshore Drive. Three critical issues were noted – environmental compliance, geotechnical investigation and the hydro technical assessment. The Phase 1 development includes the SS Sicamous and Naramata Tug Boat area and out along the jetty. One major change is the boardwalk going out into the water to separate the boaters from the swimmers which has been removed and replaced with buoys roped together. A boardwalk entrance into the SS Sicamous will remain.

The key elements were presented as follows:

Element 1 – Jetty improvements

- The best option would be a raised walkway to the end of the jetty as services can be added to run underneath and also allows for a wider width. Did not want to start digging up the jetty.

Element 2 – End feature

- Visual examples of possible structures included a shelter, cover, concession/restaurant or viewing tower
- Could potentially incorporate the stern saloon as a feature

Element 3 – Edge options for the walkway

- Options include, wood, metal or concrete railing on one side.
- Utilidor doubling as seating
- Fishing bump outs

Element 4 – Internal walkways

- Options include a wood boardwalk theme, concrete to replicate a boardwalk look or pavers similar to what is being implemented on the waterfront walkway

Element 5 – Themes

- Marine theme
- Heritage or Contemporary design still respecting the heritage aspect
- Existing design that is being implemented in the waterfront walkway

Element 6 – Day boat moorage

- 5-7 slips
- Perpendicular to jetty
- Biggest issue is water depth – very shallow next to jetty
- Log boom to separate motorized and non-motorized boats and swimmers

Discussion followed on all elements, interpretative and wayfinding signage. Public consultations will be held on Sept. 26th at the Saturday market and Oct. 3rd at the mall.

4.2 Okanagan Lake Peach Plaza Vendor Update

Tabled to next meeting.

5. **Next Meeting**

The next regularly scheduled meeting of the Waterfront Revitalization Sub-Committee will be October 27, 2015 at 8:00 a.m.

6. **Adjournment**

The Waterfront Revitalization Sub-Committee adjourned the meeting at 9:04 a.m.