Agenda

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

Tuesday, September 4, 2018
at 1:00 p.m.

1. **Call Regular Council Meeting to Order**
2. **Introduction of Late Items**
3. **Adoption of Agenda**
4. **Recess to Committee of the Whole**
5. **Reconvene the Regular Council Meeting**
6. **Adoption of Minutes:**

6.1	Minutes of the August 21, 2018 Committee of the Whole	1-2	Receive
6.2	Minutes of the August 21, 2018 Public Hearing	3-5	Receive
6.3	Minutes of the August 21, 2018 Regular Council Meeting	6-11	Adopt

7. **Consent Agenda** 12-15

7.1 Committee Minutes:
- Arts, Creative and Cultural Innovations Committee Draft Minutes of August 24, 2018

Staff Recommendation: THAT Council approve the Consent Agenda.

8. **Correspondence**
9. **Staff Reports:**

Kassian 9.1 Recycle BC Service Agreement Renewal 16-69

Staff Recommendation: THAT Council approve the terms of the agreement and financial incentives offered by Recycle BC for the curbside collection, resident education and service administration for residential and multi-family recyclable materials collection; AND THAT the Mayor and Corporate Officer are authorized to execute the Recycle BC Agreement renewal on behalf of the City of Penticton.

Laven 9.2 Zoning Amendment Bylaw No. 2018-49 70-91
DVP PL2018-8297 & Amended DP PL2016-7756
Re: 201, 203, 225, 247 Vancouver Avenue (236 Marina Way)

Staff Recommendation: THAT Council adopt "Zoning Amendment Bylaw No. 2018-49";
AND THAT Council approve and direct staff to issue "Development Variance Permit PL2018-8297";

AND THAT Council approve and direct staff to issue "Development Permit PL2016-7756" as amended, subject to the following conditions:

- *Registration and creation of the subject lot with the Land Title Office;*
- *Submission of a detailed landscaping and irrigation plan;*
- *That all conditions are complete prior to March 1, 2019.*

10. **Public Question Period**

11. **Recess to a Closed Meeting**

Resolution: THAT Council recess to a closed meeting of Council pursuant to the provisions of the Community Charter section 90 (1) as follows:

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

12. **Reconvene the Regular Council Meeting following the Public Hearing at 6:00 p.m.**

13. **Bylaws and Permits:**

13.1	Fees and Charges Amendment Bylaw No. 2018-59	92-173	Adopt
13.2	Official Community Plan Amendment Bylaw No. 2018-60	174-340	2nd/3rd
	Zoning Amendment Bylaw No. 2018-61	341-342	2nd/3rd
	Re: 3200 Evergreen Drive (Bluffs at Skaha)		

14. **Land Matters:**

Haddad 14.1 Development Variance Permit PL2018-8333 343-362 Del/Sub

Re: 193 Bennett Avenue

Staff Recommendation: THAT Council approve "Development Variance Permit PL2018-8333" for Lot 6 District Lot 250 Similkameen Division Yale District Plan 8070, located at 193 Bennett Avenue, a permit to increase the maximum floor area of all accessory buildings from 75m^2 to 90m^2.

AND THAT staff be directed to issue "Development Variance Permit PL2018-8333."

Haddad 14.2 Zoning Amendment Bylaw No. 2018-64 363-386

Development Variance Permit PL 2018-8313

Re: 337 Hastings Avenue

Staff Recommendation: THAT "Zoning Amendment Bylaw No. 2018-64", a bylaw to rezone Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932, located at 337 Hastings Avenue, from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane) and allow a site specific provision inserted as Section 10.8.4.3 as follows: "In the case of Lot 24 Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan 932, located at 337 Hastings Avenue, the following regulations shall apply:

- *Minimum lot width of 14.6m;*
- *Maximum Density, Floor Area Ratio (FAR) of 0.90;*
- *Maximum Lot Coverage of 48%;*
- *Maximum Building Height of 7.0m;*
- *Minimum Interior Side Yard of 1.6m; and*
- *Waive the requirement for one (1) visitor parking space*

be given first reading and be forwarded to the September 18, 2018 Public Hearing;

AND THAT prior to adoption of "Zoning Amendment Bylaw No. 2018-64", the following conditions be completed:

- *Registration of a 3.0 m wide lane dedication from 337 Hastings Avenue and 340 Douglas Street,*
- *Registration of an easement to allow for the safe turning of vehicles at the west end of the lane.*

AND THAT delegations and submissions for "Development Variance Permit PL2018-8313" for Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932, located at 337 Hastings Avenue, a permit to allow vehicle access to be from both the lane and the street (Hastings Avenue), be heard at the September 18, 2018 Public Hearing; AND THAT Council consider "DVP PL2018-8313" following the adoption of "Zoning Amendment Bylaw No. 2018-64".

THAT Council, in accordance with Section 507 of the Local Government Act, require the following excess and extended services:

- *Full construction of the lane along the rear of 337 Hastings and 319 Hastings Avenue tying the works into the existing lane;*
- *Full construction of curb and sidewalk along the front of 337 Hastings Avenue and 319 Hastings Avenue, and tying the works into the existing sidewalk located in front of 305 Hastings Avenue.*

Haddad 14.3 Zoning Amendment Bylaw No. 2018-65 387-405
Development Variance Permit PL2018-8211
Re: 290 Bassett Street

Staff Recommendation: THAT "Zoning Amendment Bylaw No. 2018-65", a bylaw to rezone Lot 9, Block 125 District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 1175, Except Plan B4668, located at 290 Bassett Street, from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing), be given first reading and be forwarded to the September 18, 2018 Public Hearing;

AND THAT prior to adoption of "Zoning Amendment Bylaw No. 2018-65", a 3.0m x 3.0m corner cut for lane dedication at the south east corner of the property be registered with the Land Title Office;

THAT delegations and submissions for "Development Variance Permit PL2018-8211" for Lot 9, Block 125 District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 1175, Except Plan B4668, located at 290 Bassett Street, a permit to waive the requirement to provide one (1) visitor parking space, be heard at the September 18, 2018 Public Hearing;

AND THAT Council consider "DVP PL2018-8211" following the adoption of "Zoning Amendment Bylaw No. 2018-65".

THAT Council, in accordance with Section 507 of the Local Government Act, require the full construction of the lane along the south and east sides of the property tying the works into Bassett Street, representing an excess and extended service.

Haddad 14.4 Development Permit PL2018-8360 406-420
Re: 32 Backstreet Boulevard

Staff Recommendation: THAT Council approve "Development Permit PL2018-8360", a permit for a six (6) storey, mixed use building, with 36 residential units and ground floor retail, on Lot 1, District Lot 202, Similkameen Division Yale District, Plan EPP72675, located at 32 Backstreet Boulevard; AND THAT staff are directed to issue the permit.

15. **Notice of Motion**

16. **Business Arising**

17. **Council Round Table**

18. **Public Question Period**

19. **Adjournment**

Minutes

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Committee of the Whole
held at City of Penticton Council Chambers
171 Main Street, Penticton, B.C.

Tuesday, August 21, 2018
Recessed from the Regular Council Meeting at 1:00 p.m.

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

Absent: Councillor Sayeed

Staff: Peter Weeber, Chief Administrative Officer
Dana Schmidt, Corporate Officer
Laurie Darcus, Director of Corporate Services
Jim Bauer, Chief Financial Officer
Mitch Moroziuk, General Manager of Infrastructure
Anthony Haddad, Director of Development Services
Angie Collison, Deputy Corporate Officer

1. **Call to order**

The Mayor called the Committee of the Whole meeting to order at 1:01 p.m.

2. **Adoption of Agenda**

It was MOVED and SECONDED
THAT the agenda for the Committee of the Whole meeting held on August 21, 2018 be adopted as presented.

CARRIED UNANIMOUSLY

3. **Delegations and Community Recognition**

3.1 Okanagan School of Arts

Pat Field, President, Okanagan School of Arts, provided Council with a summary of the Shatford Centre operations and the need to develop a stable business model to address new challenges. Mr. Field requested Council sign a letter of intent with the Okanagan School of Arts and School District 67.

3.2 Carriage Houses

Blake Laven, Planning Manager, provided Council with an overview of the existing carriage house regulations in the City of Penticton Zoning Bylaw. Staff will be bringing forward zoning amendment options to address the form, size, and character of carriage houses.

4. **Adjourn to Regular Meeting**

It was MOVED and SECONDED
THAT Council adjourn the Committee of the Whole meeting held August 21, 2018 at 1:59 p.m. and reconvene the Regular Meeting of Council.

CARRIED UNANIMOUSLY

Certified correct:

Dana Schmidt
Corporate Officer

Confirmed:

Andrew Jakubeit
Mayor

Minutes

Public Hearing

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

Tuesday, August 21, 2018
at 6:00 p.m.

Present:	Mayor Jakubeit Councillor Watt Councillor Picton Councillor Konanz Councillor Martin Councillor Sentes
Absent:	Councillor Sayeed
Staff:	Peter Weeber, Chief Administrative Officer Dana Schmidt, Corporate Officer Laurie Darcus, Director of Corporate Services Anthony Haddad, Director of Development Services Mitch Moroziuk, General Manager of Infrastructure Jim Bauer, Chief Financial Officer Angie Collison, Deputy Corporate Officer

1. Call to order

Mayor Jakubeit called the public hearing to order at 6:00 p.m. for Zoning Amendment Bylaw No. 2018-55, Official Community Plan Amendment Bylaw No. 2018-56, Official Community Plan Amendment Bylaw No. 2018-57 and Zoning Amendment Bylaw No. 2018-58. He 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.

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*.

2. <u>"Zoning Amendment Bylaw No. 2018-55" and "Official Community Plan Amendment Bylaw No. 2018-56" (241 Nelson Avenue)</u>

The purpose of "Zoning Amendment Bylaw No. 2018-55" is to amend Zoning Bylaw No. 2017-08 as follows:

Rezone Lot 2 District Lot 250 Similkameen Division Yale District Plan 4654, located at 241 Nelson Avenue from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane) and add the following site specific provision to section 10.6.4.7 "In the case of Lot 2, DL 250, SDYD, Plan 4654, located at 241 Nelson Avenue, if the property is subdivided into two lots, a maximum of two dwelling units are permitted per lot, while allowing vehicular access from the street."

The purpose of "Official Community Plan Amendment Bylaw No. 2018-56" is to amend Official Community Plan Bylaw No. 2002-20 as follows:

Amend Schedule 'H' Development Permit Area Map and include Lot 2 District Lot 250 Similkameen Division Yale District Plan 4654, located at 241 Nelson Avenue in the Downtown Multiple Family Development Permit Area.

The applicant is proposing to subdivide 241 Nelson Avenue into two lots and construct two single family dwelling units on each of the lots (for a total of four dwelling units).

The Corporate Officer advised that no letters have been received since the printing of the agenda.

DELEGATIONS

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

- Randy Kowalchuk, owner, unique parcel width, length and location. Want to create four single family homes with two car garage.
- Lloyd Sherrod, Nelson Avenue, three on street parking stalls, how does that apply to other housing on the street, three storey buildings will dwarf, guarantee won't do three storeys? Max height is 10.5m.

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

- Ian Caruthers, Nelson Avenue, subdivided into two, four dwellings on it. Concerned down the road and subdivided to four duplex strata.
- Lynn Kelsey, Oakville Street, secondary suites permitted? No. Development Permit Area will maintain character of older homes.

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. 2018-55" and "Official Community Plan Amendment Bylaw No. 2018-56" was terminated at 6:13 p.m. and no new information can be received on this matter.

3. "Official Community Plan Amendment Bylaw No. 2018-57" and "Zoning Amendment Bylaw No. 2018-58" (1830 Ridgedale Avenue)

The purpose of "Official Community Plan Amendment Bylaw No. 2018-57" is to amend Official Community Plan Bylaw No. 2002-20 as follows:

Amend Schedule 'B' Future Land Use designation for that portion of Lot 1, District Lot 2710, Similkameen Division Yale District Plan 21103 Except Plan EPP74844 located at 1830 Ridgedale Avenue, from LR (Low Density Residential) to MR (Medium Density Residential); and

Amend Schedule 'H' Development Permit Area Map and include that portion of Lot 1, District Lot 2710, Similkameen Division Yale District Plan 21103 Except Plan EPP74844 located at 1830 Ridgedale Avenue, in the General Multiple Family Development Permit Area.

The purpose of "Zoning Amendment Bylaw No. 2018-58" is to amend Zoning Bylaw No. 2017-08 as follows:

Rezone that portion of Lot 1, District Lot 2710, Similkameen Division Yale District Plan 21103 Except Plan EPP74844, located at 1830 Ridgedale Avenue from RD1 (Duplex Housing) to RM3 (Medium Density Multiple Housing).

The applicant is proposing to amend the five duplex lots to allow for townhomes.

The Corporate Officer advised that no letters have been received since the printing of the agenda.

DELEGATIONS

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

- No one spoke.

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. 2018-57" and "Zoning Amendment Bylaw No. 2018-58" was terminated at 6:16 p.m. and no new information can be received on this matter.

Certified correct:

Dana Schmidt
Corporate Officer

Confirmed:

Andrew Jakubeit
Mayor

Minutes

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

Tuesday, August 21, 2018
at 1:00 p.m.

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

Absent: Councillor Sayeed

Staff: Peter Weeber, Chief Administrative Officer
Dana Schmidt, Corporate Officer
Laurie Darcus, Director of Corporate Services
Jim Bauer, Chief Financial Officer
Mitch Moroziuk, General Manager of Infrastructure
Anthony Haddad, Director of Development Services
Angie Collison, Deputy Corporate Officer

1. Call to Order

The Mayor called the Regular Council meeting to order at 1:00 p.m.

2. Introduction of Late Items

3. Adoption of Agenda

370/2018 **It was MOVED and SECONDED**
THAT Council adopt the agenda for the Regular Council meeting held on August 21, 2018 as presented.

CARRIED UNANIMOUSLY

4. Recess to Committee of the Whole

Council recessed to a Committee of the Whole Meeting at 1:01 p.m.

5. Reconvene the Regular Council Meeting

Council reconvened the Regular Council Meeting at 1:59 p.m. and agreed by consensus to amend the agenda and add item 9.2 Letter of Intent from Okanagan School of Arts.

6. Adoption of Minutes:

6.1 Minutes of the August 7, 2018 Committee of the Whole

371/2018 **It was MOVED and SECONDED**
THAT Council receive the minutes of the August 7, 2018 Committee of the Whole as presented.

CARRIED UNANIMOUSLY

6.2 Minutes of the August 7, 2018 Public Hearing

372/2018 **It was MOVED and SECONDED**
THAT Council receive the minutes of the August 7, 2018 Public Hearing as presented.

CARRIED UNANIMOUSLY

6.3 Minutes of the August 7, 2018 Regular Meeting of Council

373/2018 **It was MOVED and SECONDED**
THAT Council adopt the minutes of the August 7, 2018 Regular Meeting of Council as presented.

CARRIED UNANIMOUSLY

7. Consent Agenda

The Mayor read the item released from Closed Meeting.

8. Committee and Board Reports:

8.1 Transportation Advisory Committee Minutes of August 9, 2018

374/2018 **It was MOVED and SECONDED**
THAT Council receive the draft minutes of the Transportation Advisory Committee meeting of August 9, 2018.

CARRIED UNANIMOUSLY

375/2018 **It was MOVED and SECONDED**
THAT Council receive the recommendation from the Transportation Advisory Committee requesting a letter be sent to Interior Health with an invitation to initiate discussions on developing alternative modes of transportation, promoting a healthy community and to address traffic and parking concerns arising from the construction of the new patient tower at the Penticton Regional Hospital.

CARRIED
Mayor Jakubeit, Opposed

376/2018 **It was MOVED and SECONDED**
THAT Council refer the recommendation from the Transportation Advisory Committee to support the prioritization of bike lane improvements to the budget process.

CARRIED UNANIMOUSLY

377/2018 **It was MOVED and SECONDED**
THAT Council approve the installation of an all way stop at the intersection of Dartmouth Road and Okanagan Avenue East.

CARRIED UNANIMOUSLY

9. Correspondence

9.1 Ridgedale Avenue/Kendall Crescent Neighbourhood Committee
Re: Carriage Houses

378/2018 **It was MOVED and SECONDED**
THAT Council receive the correspondence and petition from the Ridgedale Avenue/Kendall Crescent Neighbourhood Committee for information.

CARRIED UNANIMOUSLY

9.2 Letter of Intent – Okanagan School of Arts
From August 21, 2018 Committee of the Whole

379/2018 **It was MOVED and SECONDED**
THAT Council agree to sign the letter of intent that was presented at the August 21, 2018 Committee of the Whole meeting from the Okanagan School of Arts.

CARRIED UNANIMOUSLY

10. Staff Reports:

10.1 Penticton Economic Development Partnership

380/2018 **It was MOVED and SECONDED**
THAT Council support the creation of the Penticton Economic Development Partnership between the following organizations:
- City of Penticton
- Community Futures Okanagan Similkameen
- Downtown Penticton Association
- Okanagan College
- Penticton Indian Band
- Penticton Indian Band Development Corporation
- Penticton & Wine Country Chamber of Commerce
- Penticton Industrial Development Association
- Transport Canada – Penticton Airport
- Travel Penticton
- SOS Local Immigration Partnership
- South Okanagan Immigrant & Community Services
- University of British Columbia / Mitacs

CARRIED UNANIMOUSLY

10.2 Building Bylaw No. 2018-01

381/2018 **It was MOVED and SECONDED**
THAT Council give first reading to "Building Bylaw No. 2018-01", a bylaw for the administration of the Building Code and regulation of construction;
AND THAT staff be directed to engage in final public and industry stakeholder consultation and report back to Council at their regular meeting on September 18, 2018 with the results of the consultation for Council's consideration.

CARRIED UNANIMOUSLY

10.3 Green Infrastructure – Environmental Quality Program Grant
Water Conservation Plan

382/2018 **It was MOVED and SECONDED**
THAT Council adopt the Draft City of Penticton Ridgedale Reservoir Grant Water Conservation Plan prepared by AECOM dated August 15, 2018 as contained in Attachment "A" of this Council Report, as a document to be submitted as part of our Grant Application for the Ridgedale Reservoir Expansion grant; AND THAT staff plan and undertake public consultation on the Draft City of Penticton Water Conservation Plan prior to finalizing it and bringing it back to Council for adoption.

CARRIED UNANIMOUSLY

10.4 Fees and Charges Amendment Bylaw No. 2018-59

383/2018 **It was MOVED and SECONDED**
THAT Council give first, second, and third reading to "Fees and Charges Amendment Bylaw No. 2018-59".

CARRIED UNANIMOUSLY

10.5 Official Community Plan Amendment Bylaw No. 2018-60
Zoning Amendment Bylaw No. 2018-61
Development Cost Charges Amendment Bylaw No. 2018-62
Re: 3200 Evergreen Drive (Bluffs at Skaha)

384/2018 **It was MOVED and SECONDED**
THAT prior to consideration of "Official Community Plan Amendment Bylaw No. 2018-60" and in accordance with Section 475 of *Local Government Act*, Council considers whether early and on-going consultation, in addition to the required Public Hearing, is necessary with:

1. One or more persons, organizations or authorities;
2. The Regional District of Okanagan Similkameen;
3. Local First Nations;
4. School District #67; and
5. The provincial or federal government and their agencies;

AND THAT it is determined that the public consultation completed to date and the Public Hearing is sufficient consultation;
AND THAT "Official Community Plan Amendment Bylaw No. 2018-60", a bylaw amends OCP Bylaw 2002-20 to include 3200 Evergreen Drive (Bluffs at Skaha) by:

- Amending Schedule "B" Future Land Use;
- Amending Schedule "H"' Development Permit Areas";
- Replaces in its entirety: Schedule "M" Wiltse Area Structure Plan and Schedule "E" Hazard Lands;

be given first reading and be forwarded to the September 4, 2018 Public Hearing.

THAT "Zoning Amendment Bylaw No. 2018-61", a bylaw that:

- Adds the following zones to Lot 1, District Lot 190 and 2710, Similkameen Division Yale District Plan KAP7449 located at 3200 Evergreen Drive: R1 (Large Lot Residential), RM1 (Bareland Strata Housing), FG (Forestry Grazing) and P2 (Parks and Recreation);

- Adds as a site specific zoning amendment to the FG (Forestry Grazing) zone on 3200 Evergreen Drive to allow for two single family residences and a 20 room tourist accommodation resort with a maximum floor area of 1850 m^2

be given first reading and be forwarded to the September 4, 2018 Public Hearing.

THAT "Development Cost Charges Amendment Bylaw No. 2018-62", a bylaw to amend 'Sector Map A' of "Development Cost Charges Bylaw 2007-79", to include 3200 Evergreen Drive in the Periphery DCC Area, be given first, second and third reading and, in accordance with Section 560 of the *Local Government Act*, the bylaw be forwarded to the Inspector of Municipalities for approval prior to adoption.

CARRIED UNANIMOUSLY

11. Public Question Period

12. Recess Meeting

Council recessed the meeting at 4:20 p.m.

13. Reconvene the Regular Council Meeting following the Public Hearing at 6:00 p.m.

Council reconvened the Regular Council Meeting at 6:16 p.m.

14. Bylaws and Permits:

14.1 2018-2022 Five Year Financial Plan Amendment Bylaw No. 2018-54

385/2018 **It was MOVED and SECONDED**
THAT Council adopt "2018-2022 Five Year Financial Plan Amendment Bylaw No. 2018-54".

CARRIED UNANIMOUSLY

14.2 Zoning Amendment Bylaw No. 2018-55
Official Community Plan Amendment Bylaw No. 2018-56
Re:241 Nelson Avenue

386/2018 **It was MOVED and SECONDED**
THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2018-55";
AND THAT Council adopt "Zoning Amendment Bylaw No. 2018-55".
THAT Council give second and third reading to "Official Community Plan Amendment Bylaw No. 2018-56";
AND THAT Council adopt "Official Community Plan Amendment Bylaw No. 2018-56".

CARRIED UNANIMOUSLY

14.3 Official Community Plan Amendment Bylaw No. 2018-57
Zoning Amendment Bylaw No. 2018-58
Re:1830 Ridgedale Avenue

387/2018 **It was MOVED and SECONDED**
THAT Council give second and third reading to "Official Community Plan Amendment Bylaw No. 2018-57";
AND THAT Council adopt "Official Community Plan Amendment Bylaw No. 2018-57".
THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2018-58";

AND THAT Council adopt "Zoning Amendment Bylaw No. 2018-58".

CARRIED UNANIMOUSLY

14.4 Zoning Amendment Bylaw No. 2018-48
Re:1449 Government Street

388/2018 **It was MOVED and SECONDED**
THAT Council adopt "Zoning Amendment Bylaw No. 2018-48".

CARRIED UNANIMOUSLY

15. Land Matters:

15.1 Development Variance Permit PL2018-8327
Re: 1049 Antler Drive

Delegations/Submissions:

- Nil

389/2018 **It was MOVED and SECONDED**
THAT Council approve "Development Variance Permit PL2018-8327" for Lot 32 District Lot 2710 Similkameen Division Yale District Plan EPP74844, located at 1049 Antler Drive, a permit to increase the maximum height of a retaining wall within a required yard from 1.2m to 2.5m; AND THAT staff be directed to issue "Development Variance Permit PL2018-8327."

CARRIED UNANIMOUSLY

16. Notice of Motion

17. Business Arising

18. Council Round Table

19. Public Question Period

20. Adjournment

390/2018 **It was MOVED and SECONDED**
THAT Council adjourn the Regular Council meeting held on Tuesday, August 21, 2018 at 6:27 p.m.

CARRIED UNANIMOUSLY

Certified correct:

_____
Dana Schmidt
Corporate Officer

Confirmed:

_____
Andrew Jakubeit
Mayor

DRAFT

Minutes

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Arts, Creative & Cultural Innovations Committee Meeting

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

Friday, August 24, 2018
at 8:00 a.m.

Present: Councillor Campbell Watt
Robin Robertson, Chair
Gerald Kenyon, South Okanagan Performing Arts Centre Representative
Pat Field, Okanagan School of the Arts, Shatford Centre Representative
Timothy Tweed, Penticton & District Community Arts Council Representative
Murray Swales, Member at Large
Jose Hernandez, Penticton Indian Band Representative
Paul Crawford, Penticton Art Gallery Representative
Skyler Punnett, Member at Large

Staff: Bregje Kozak, Director, Recreation and Facilities
Jo Benson, Committee Clerk

1. **Call Regular Committee Meeting to Order**

Called to order at 8:01 a.m.

2. **Adoption of Agenda**

It was MOVED and SECONDED
THAT the Arts, Creative & Cultural Innovation Committee adopt the agenda for the meeting held on August 24, 2018.

CARRIED UNANIMOUSLY

3. **Adoption of Minutes**

It was MOVED and SECONDED
THAT the Arts, Creative & Cultural Innovations Committee adopt the minutes of the July 27, 2018 meeting as presented.

CARRIED UNANIMOUSLY

4. Business Arising from Prior Meetings

4.1 Arts Officer position

The Director of Recreation and Facilities reported that Council, in reviewing the committees' recommendation for an Arts Officer, have asked that staff provide a business case and job description prior to budget deliberations. (Budget deadline is September 28, 2018). To assist the Director of Recreation and Facilities with the business plan, members of the Arts Committee will meet September 6, 2018 at 8:00 a.m. at the Community Centre to determine; the scope of work desired for this new position, budget necessary, City held position or a City funded, level of advocacy required for arts & culture in our community and what type of sustainable strategic model is required. The Director of Recreation and Facilities will deliver a draft business plan for the next regular Arts Committee meeting to be held September 21, 2018.

4.2 Sculpture Donation – OSA to City – Robin Robertson

Mother Earth sculpture – The Director of Recreation and Facilities reported they have received an appraisal for $48,000 and are now waiting to hear back from Insurers. A location for the sculpture still needs to be determined, preferably in a covered area.

4.3 Travel Penticton Representative – Murray Swales

No report – Member at Large, Murray Swales indicated he is hoping to get someone from Travel Penticton to attend the Sept 21, 2018 meeting.

4.4 All candidates forum on Arts and Culture

Arts Rising Festival is being held September 20 – 23, 2018. The All candidates forum on Arts and Culture will be held Thursday, September 20, 2018 from 7 – 8:30 at Cannery Brewing. Let the Chair know if you have any questions you would like the candidates to address relating to Arts & Culture in the community.

5. New Business

No new business

6. Representative Updates

6.1 Penticton Art Gallery

Current exhibitions end on the 16th of September. Okanagan Immigration Society is holding an open event from 1:00 – 8:00 p.m. on September 15, 2018. Next exhibition begins September 22, 2018. Art Gallery is currently undergoing renovation and staff realignment.

6.2 Penticton & District Arts Council

Arts Rising festival – have engaged Diane Michaud (nee Persoon) as the Festival Coordinator. See www.artsrising.ca for festival details.

6.3 South Okanagan Performing Arts Centre

Board of directors have cancelled symposium. No further information on when it will be rescheduled.

6.4 Okanagan School of the Arts, Shatford Centre Representative

Seeking assistance from Council to renew lease with School Board. New vision and goals driving new business model – planning to have public meeting on October 11, 2018. PIB Economic Development moving into building this week to anchor tenants and stabilize arts and education programming.

6.5 Penticton Indian Band Representative

The Penticton Indian Band Rep has been working on engaging the Penticton Indian Band in conversation about Arts and Culture in the community and how to mesh with the larger Arts and Cultural community in the region. A group of artists have been identified that they would like to focus on, to help them promote their works and assist them with professional development and programs that support the ways and means of enhancing their opportunities within the City.

6.6 Members at Large

50/50 – The lotteries branch is asking for specific information before they can approve the application. More information forthcoming.

The next Pecha Kucha event has not been determined yet, but the Penticton Pecha Kucha wants to engage folks from various walks of life and find out what is their vision of Arts and Culture in Penticton. After losing 2 volunteers, happy to report that 3 new members have signed on and Pucha Kucha now have a dedicated staff member working 5 hours per week.

Round table discussion about the tenure of the Arts, Creative and Cultural Innovation Committee given the October 20, 2018 is the election. Does the group carry on? Councillor Watt thanked the Committee for their work and encouraged the group to continue meeting until appointed again by Council. New Council to deal with budget requests.

7. **Council Outcome**

7.1 Minutes of the July 27, 2018 were received by Council at the meeting on August 7, 2018.

8. **Next Meeting**

8.1 The next regular meeting of the Arts Creative & Cultural Innovation Committee will be held on Friday September 21, 2018 at 8:00 a.m. An informal meeting for the Committee is set for September 6 at 8:00 a.m. at Community Centre.

9. **Adjournment**

It was MOVED and SECONDED
THAT the Arts, Creative & Cultural Innovations Committee adjourn the meeting held on Friday, August 24, 2018 at 9:18 a.m.

CARRIED UNANIMOUSLY

Certified Correct:

_____

Jo Benson
Committee Clerk

Council Report

penticton.ca

Date: September 4, 2018 File No:
To: Peter Weeber, Chief Administrative Officer
From: David Kassian, Community Sustainability Coordinator

Subject: **Recycle BC Service Agreement Renewal**

Staff Recommendation

THAT Council approve the terms of the agreement and financial incentives offered by Recycle BC for the curbside collection, resident education and service administration for residential and multi-family recyclable materials collection;

AND THAT the Mayor and Corporate Officer are authorized to execute the Recycle BC Agreement renewal on behalf of the City of Penticton.

Strategic priority objective

The collection and management of recyclable material is in line with the following four Council priorities :

Good Governance:

- Provide Services that support quality of life, protect our health, enhance public safety, and promote economic and social well-being of our community.

Community Building:

- Ensure City services are customer focused sustainable, effective, and relevant.

Fiscal Sustainability:

- Ensure City services are delivered in an economical and sustainable way.
- Identify opportunities to increase revenues from non-taxpayer sources.

Environmental Sustainability

- Ensure the sustainability of the environment and the ecosystems within our community.
- Integration of environmental and socioeconomic values in decision making processes.

Background

In 2013 the City of Penticton entered into 5 year (November 30, 2013 to November 30, 2018) contractual relationship with Recycle BC (formerly Multi-Material BC) to provide recycling collection services for all residential and multi-family properties. In return for recycle collection services the City is compensated for each residential and multifamily unit serviced. The annual compensation is approximately $470,000 (note compensation commenced on May 19, 2014).

Recycle BC provides a source of stability for recycling in British Columbia, as the majority of packaging collected under the program is recycled within British Columbia and is not reliant upon foreign markets. Until recently, much of the world's recyclable material, primarily plastic, was sent to China for recycling and processing. Earlier this year, China launched the initiative 'Operation National Sword' that effectively closed China as a market for recyclable materials. Much of the recyclables China was receiving were heavily contaminated and could not be recycled for further use. As a result, many Canadian municipalities outside of British Columbia are now left with an abundance of recyclable material that they can no longer export. This has forced some municipalities and provinces to consider incinerating, stockpiling, or landfilling recyclables.

The Recycle BC program and its rigid standards for acceptable materials means that the materials collected from member municipalities in British Columbia are recycled properly and not reliant upon fluctuating foreign markets.

The current Master Services Agreement (MSA) and corresponding Statements of Work (SOW) with Recycle BC will expire in November of 2018. Recycle BC has recently brought forward templates for the MSA and the SOWs for curbside and multi-family collection to the City of Penticton for a term of five years and one month (November 30, 2018 to December 31, 2013) with the option to extend the agreement for up to two periods of one year each.

Changes to the existing agreements include:

- Improving definitions and intent
- Thresholds for mis-sorted or cross-contamination in multi-stream programs **(not applicable to Penticton)**
- Thresholds for other materials in segregated glass stream **(not applicable to Penticton)**
- Bulk Head Failures – Collection truck issue – $1,000 per incident Service Level Failure
- Receiving Facility – details regarding procedures, relocation, load rejection
- Single Use Blue Bags – to be phased out **(not applicable to Penticton)**
- Container Type Changes – Procedures for transitioning to carts **(not applicable to Penticton)**
- Promotion and Education – Approval of material, use of Recycle BC logo, and use of Education Top-Up financial incentives
- Escalated Service Level Failure Credits – year over year service level failure fine increase process **(not applicable to Penticton)**
- Bonus Thresholds – decrease in required volume to qualify and restrictions on amount of contamination

Changes to the Incentive Rates for our services include:

- Single Stream Collectors using Carts – 4% increase
- Multi-Family Single Stream Collectors – 8% increase
- Curbside Service Administration Top-Up rate decreased from $2.50 per HH to $1.75 per HH
- Multi-Family Service Administration Top-Up rate decreased from $2.50 per HH to $1.25 per HH

In July, Staff filled out and sent an information template to Recycle BC containing the City of Penticton's specific details. Recycle BC will create SOWs for each collection type specific to the City and send them for execution. These SOWs for curbside and multi-family collection services must be signed and submitted to Recycle BC by October 1, 2018. If the SOWs are not received by this date, then Recycle BC will consider the offer to sign a new agreement not accepted.

Financial implication

The City receives a financial incentive for being a member of the Recycle BC program and these rates will be changing with the new service agreement. There are separate rates for curbside and multifamily properties, as well as top-ups based on the quantity of households for Service Administration and Resident Education. Incentives are multiplied by the number of households (curbside or multifamily) per year.

Incentives for curbside and multifamily recycle collection will be increasing, while the Service Administration and Resident Education top-ups will be decreasing. Taking these changes into consideration, financial incentives will be increasing by approximately $7,000 annually, for an estimated annual total of $477,000. This financial incentive will increase as the number of single family and multifamily dwelling count increases over time.

The financial incentives received from Recycle BC are used to supplement costs associated with recyclable materials collection and staff time administering the recycling and solid waste operations.

Analysis

During the term of the existing agreement with Recycle BC, the City of Penticton will have received approximately $2.1 million dollars of incentives to assist with the cost of recycling paper and product packaging.

In accordance with the terms of the agreement the financial incentives have been used as follows:

- purchase and implement a cart based garbage, recycle and yard waste program
- develop a solid waste reserve account
- implement the Recycle BC program
- public education on garbage and recycle initiatives
- offset/lower the cost of recycling to the residents

During the past four plus years of the agreement there have been no negative outcomes to report by participating in the Recycle BC program and the recycle program has been stable and predictable.

Staff recommends that the City of Penticton continue the MSA with Recycle BC and enter into a term of five years and one month (November 30, 2018-December 31, 2023), with the option to extend the agreement for up to two further periods of one year each by signing the new SOWs for curbside and multi-family collection.

Alternate recommendations

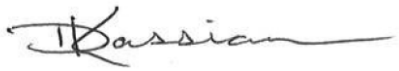
THAT Council provide direction to staff with regards to the Recycle BC agreement renewal documents.

Attachments

Attachment A - Master-Services-Agreement

Attachment B - Statement of Work - Draft

Respectfully submitted,



David Kassian
Community Sustainability Coordinator

Concurrence

Public Works Manager	Chief Financial Officer	Chief Administrative Officer
		PW

MASTER SERVICES AGREEMENT

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This Master Services Agreement (this "**Agreement**") is entered into as of November 30, 2013 ("**Effective Date**")

BETWEEN:

CORPORATION OF THE CITY OF PENTICTON, having a place of business at 616 Okanagan Avenue East, Penticton, British Columbia ("**Contractor**"),

AND:

MULTI-MATERIAL BC SOCIETY a not-for-profit agency incorporated under the *Society Act* (British Columbia) ("**MMBC**").

RECITALS:

A. Whereas MMBC represents companies and organizations ("**Producers**") that supply products in packaging and printed paper to residents of British Columbia obligated under the *Recycling Regulation* under the *Environmental Management Act* (British Columbia);

B. Whereas MMBC developed the Packaging and Printed Paper Stewardship Plan;

C. Whereas the Director, Waste Management, Environmental Standards Branch, Ministry of Environment approved the Packaging and Printed Paper Stewardship Plan on April 15, 2013;

D. Whereas MMBC is meeting Producers' obligations under the *Recycling Regulation* by implementing the Packaging and Printed Paper Stewardship Plan, including through this Agreement; and

E. Whereas MMBC wishes to receive, and Contractor wishes to provide, the services set out in this Agreement, and the parties wish to foster dialogue and a good business relationship in carrying out such services.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMBC and Contractor agree as follows:

SECTION 1. INTERPRETATION

1.1. Definitions. In this Agreement, the following terms will have the following meanings:

"**Affiliate**" means any entity controlled by, controlling, or under common control with a party.

"**Agreement**" has the meaning set out on the first page of this document, and includes the Schedules (including Statements of Work) attached hereto.

"**Applicable Law**" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**Change**" has the meaning set out in Section 2.2.1.

"**Change Request**" has the meaning set out in Section 2.2.1.

"**Change Response**" has the meaning set out in Section 2.2.4.

"**Confidential Information**" means information of or relating to a party (the "**Disclosing Party**") that has or will come into the possession or knowledge of the other party (the "**Receiving Party**") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, that: (a) where MMBC is the Disclosing Party, is any information of MMBC or relating to its business or affairs including technical, financial and business information, ideas, concepts or know-how, Services performance and Services delivery reporting information, and the terms of this Agreement; and (B) where Contractor is the Disclosing Party, is limited to financial information of Contractor. However, Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws.

"**Contractor**" has the meaning set out on the first page of this Agreement.

"**Dispute**" has the meaning set out in Section 14.1.

"**Effective Date**" has the meaning set out on the first page of this Agreement.

"**Fees**" has the meaning set out in Section 5.1.

"**Force Majeure**" has the meaning set out in Section 15.3.

"**Intellectual Property Rights**" means inventions, patents, copyrights, trademarks, industrial designs, integrated circuit topography rights, know-how, trade secrets, confidential information, and any other intellectual property rights whether registered or unregistered, and including rights in any application for any of the foregoing.

"**Labour Disruption**" has the meaning set out in Section 4.6.1.

"**MMBC**" has the meaning set out on the first page of this Agreement.

"**MMBC Policies and Standards**" has the meaning set out in Section 4.2.

"**Packaging and Printed Paper**" or "**PPP**" has the meaning set out in Schedule 4.2, as may be updated by MMBC pursuant to Section 4.2.

"**Service Levels**" has the meaning set out in Section 4.4.1.

"**Service Level Failure**" has the meaning set out in Section 4.4.

"**Service Level Failure Credit**" has the meaning set out in Schedule 4.4.

"**Services**" has the meaning set out in Section 2.1, including the delivery of any Work Product.

"**SOW Term**" has the meaning set out in Section 3.2.

"**Statement of Work**" means any statement of work attached hereto or as may from time to time be issued hereunder.

"**Term**" has the meaning set out in Section 3.1.

"**Work Product**" means the deliverables to be created or provided to MMBC by Contractor pursuant to any Statement of Work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by Contractor, MMBC, or Contractor and MMBC together.

1.2. Interpretation.

1.2.1. Including – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

1.2.2. Technical Terms – Any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term.

1.2.3. Number, Gender, and Persons – In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word "person will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

1.2.4. Headings – The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.

1.2.5. Currency – Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.

1.2.6. Calculation of Time – When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

1.2.7. Legislation References – Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

1.3. Schedules. As of the Effective Date, the following Schedules form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

Schedule		Description
Schedule 2.1(a)	–	Statement of Work for Curbside Collection Services Provided by Local Government
Schedule 4.2	–	MMBC Policies and Standards
Schedule 4.4	–	Service Level Methodology
Schedule 12.1	–	Insurance Requirements

1.4. Priority. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement, any Schedule that is not a Statement of Work, and any Statement

of Work, the inconsistency will be resolved by reference to the following descending order of priority: (i) Article 1 through Article 15 of this Agreement; (ii) the Schedules annexed to this Agreement that are Statements of Work; and (iii) the applicable Statement of Work, except to the extent a Statement of Work expressly states that it is intended to have priority over the main body of this Agreement or a Schedule referred to in subsection (ii), in which case the Statement of Work will have priority but solely with respect to such Statement of Work.

SECTION 2. SCOPE OF SERVICES

2.1. Services. Contractor will perform the Services set out in each Statement of Work, executed simultaneous with this Agreement or separately executed, and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the "**Services**"), all in accordance with the terms and conditions of this Agreement and the Statement of Work. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when mutually accepted and duly executed by both parties.

2.2. Changes.

2.2.1. An authorized MMBC representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to any Statement of Work (a "**Change**") by issuing a "**Change Request**". For clarity, a Change Request may not solely consist of a request to change the Fees under a Statement of Work; the Fees under a Statement of Work may only be changed under the Change process in this Section 2.2, as agreed by the parties in the executed change order, to reflect, or as a result of, a Change to other rights or obligations under the Statement of Work or as otherwise set out in the Statement of Work.

2.2.2. For a Change Request affecting the administration of this Agreement, Contractor will provide an initial response within five Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.

2.2.3. For any other Change Request, Contractor will provide an initial response within fifteen Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.

2.2.4. Where Contractor is, in accordance with Section 2.2.7, able to comply with the Change Request, Contractor will provide a further, more detailed, response (a "**Change Response**") within 10 calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Request.

2.2.5. Contractor may request a Change by delivering a Change Request, together with a Change Response, to MMBC.

2.2.6. If MMBC, in its discretion, accepts the Change Response, an authorized MMBC representative will provide Contractor with written approval of MMBC's acceptance in the form of an executed change order. If MMBC does not accept a Change Response, the parties will, on MMBC's request, negotiate in good faith the terms pursuant to which the parties may agree to implement the Change. Contractor will not make any Change to any Statement of Work without MMBC's prior written approval.

2.2.7. Contractor acknowledges that MMBC may be dependent on Contractor for the Services, and Contractor agrees that Contractor will not be entitled to refuse to provide a Change Response under Section 2.2.2 or 2.2.3 unless it is not technically possible for Contractor to carry it out.

2.2.8. Contractor will make requested Changes at no additional charge to MMBC unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with MMBC, including that Contractor will make available to MMBC all supporting information and documentation reasonably requested by MMBC that relates to the pricing of the proposed Change.

2.3. Non-Exclusive. Neither this Agreement nor any Statement of Work will grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section, in the applicable Statement of Work (and in no event will the scope of such exclusivity extend beyond the scope of Services under such Statement of Work).

SECTION 3. DURATION

3.1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until the expiration or termination of the last Statement of Work under this Agreement (the "**Term**").

3.2. Term of Statement of Work. Each Statement of Work will set out the term of the Statement of Work and any terms and conditions relating to the renewal of the Statement of Work (the "**SOW Term**").

SECTION 4. SERVICE STANDARDS

4.1. Performance. Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in a timely manner and in accordance with the terms and conditions of this Agreement and any Statement of Work, having regard for the concerns, needs, and interests of residents and the environment. Except where otherwise set out in the Agreement, all weighing and measurement to be performed by Contractor will be made in accordance with the MMBC Policies and Standards on weights and measurements identified in Schedule 4.2.

4.2. Contractor to Comply with MMBC Policies and Standards. Contractor will comply at all times with all terms and requirements set out in the policies and standards set out in Schedule 4.2, as such policies and standards may be updated by MMBC from time to time, and such other policies and standards that MMBC brings to the attention of Contractor from time to time (collectively, "**MMBC Policies and Standards**"). Notice of updating of, or new, MMBC Policies and Standards may be made by MMBC by e-mail to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new MMBC Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.5 for the implementation of the updated or new MMBC Policies and Standards; provided that Contractor must make any such request within 30 days of MMBC providing notice of the updated or new MMBC Policies and Standards.

4.3. Compliance with Law. Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:

(a) the *British Columbia Employment Standards Act*;

(b) the *Workers' Compensation Act of the Province of British Columbia* and the *Occupational Health and Safety Regulations* thereunder;

(c) the *Environmental Management Act*; and

(d) the *Waste Management Act*.

4.4. Service Levels.

4.4.1. Contractor will continuously monitor each Service in order to identify, measure and report and correct problems and to ensure that Contractor is meeting or exceeding the following service levels (the "**Service Levels**"):

(a) all service levels set out in this Agreement, including in the applicable Statement of Work;

(b) if Contractor is providing a service similar to services performed by Contractor prior to the start of the applicable SOW Term, Contractor will, at a minimum, continue to meet the existing service levels achieved by Contractor prior to the start of the applicable SOW Term (but only to the extent they do not conflict with the scope of Service, or the obligations, set out in the applicable Statement of Work); and

(c) if no service level is provided for a Service or component thereof, all performance levels and measurements for such Service or component that are industry best practices,

provided that in the event of a conflict between any service levels, the highest service level standard will apply. Contractor will notify MMBC in writing immediately if Contractor knows that Contractor has failed, or believes Contractor will fail, to achieve a Service Level.

4.4.2. Contractor recognizes that Contractor's failure to meet a Service Level will have a material adverse impact on the business and operations of MMBC and that damages resulting from Contractor's failure to meet a Service Level may not be capable of precise determination. As such (and without limiting MMBC's rights or remedies), MMBC will be entitled to any express remedies for Contractor's failure to meet a Service Level (each such failure a "**Service Level Failure**") that may be set out in Schedule 4.4 or the applicable Statement of Work. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Schedule 4.4 or in a Statement of Work.

4.4.3. Upon MMBC's request, and in any event at least once per year, MMBC will meet with Contractor (which meeting may be in person or by phone as determined by MMBC) to review and discuss Contractor's performance level of the Services and Service Levels.

4.5. Contingency Planning. Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in MMBC's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "**Business Continuity Plan**"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. MMBC will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure, that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of MMBC. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the

Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than: (i) where Contractor is a local government, any other non-essential services it provides, or (ii) where Contractor is not a local government, any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.

4.6. Labour Disruption.

4.6.1. Contractor will provide MMBC with at least 30 days prior written notice of the expirations of any labour agreement and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption (as defined below).

4.6.2. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform MMBC within four hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.

4.6.3. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also proposed to provide such sites in respect of the Services hereunder).

4.6.4. MMBC will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by MMBC due to a Labour Disruption.

4.6.5. In the event that a Labour Disruption lasts more than seven days, and for so long as the Labour Disruption continues, MMBC will have the right to terminate this Agreement or any Statements of Work, for cause, immediately upon delivery of written notice of termination by MMBC to Contractor.

SECTION 5. PAYMENT

5.1. Fees. In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, MMBC will pay Contractor the amounts set forth in any Statement of Work (the "**Fees**"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by MMBC to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment, or facilities relating to the Services or this Agreement.

5.2. Set-Off. MMBC may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between Contractor and MMBC, including any Service Level Failure Credits; and (b) any costs incurred by MMBC in collecting any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between the parties. The failure by MMBC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of MMBC's right to set-off, deduct or collect such amount.

5.3. Invoicing.

5.3.1. Submission of Claim - Unless otherwise set out in a Statement of Work, Contractor will submit claims using the MMBC claims reporting portal, or through such other method as MMBC may designate. MMBC will review submitted claims and will issue a purchase order to Contractor for valid approved claims.

5.3.2. Generation of Invoice - After receipt of a purchase order from MMBC, Contractor will invoice MMBC for the validated claim, with reference to the issued purchase order; provided that MMBC may, at its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by MMBC, Contractor will invoice MMBC using the contact information provided by MMBC for such purpose (as may be updated by MMBC from time to time).

5.3.3. Late Submission - Contractor must submit all claims within 30 days of the performance of the applicable Services, and all invoices (where required to be submitted by MMBC) within 30 days of the purchase order date. In no event will MMBC be liable for payment of any claim submitted more than 90 days after the performance of the applicable Services, or payment of any invoice submitted more than 90 days after the purchase order date.

5.4. Taxes. Except where otherwise noted, the Fees exclude all applicable sales, goods and services, value added, use or other commodity taxes that may be lawfully imposed upon the Services; where Contractor clearly and separately itemizes such taxes on Contractor's invoice to MMBC, MMBC will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to MMBC to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that MMBC paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to MMBC. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.

5.5. Withholding Taxes. MMBC may deduct or withhold from any payment(s) made to Contractor any amount that MMBC is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("**Withheld Taxes**") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by MMBC.

5.6. Payment. Subject to the terms and conditions of this Agreement and any Statement of Work, MMBC will pay Contractor, via electronic funds transfer, the undisputed Fees for the Services within 30 days of the invoice date. Contractor will provide MMBC with complete and accurate billing and contact information, including all information required by MMBC to effect electronic funds transfers and a billing email address to which MMBC may send submission reports and purchase orders. Contractor will promptly provide MMBC with any updates to such billing and contact information.

5.7. No Volume Commitment. Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that MMBC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

6.1. Suitable Personnel. Upon MMBC's request, Contractor will promptly investigate any written complaint from MMBC regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a subcontractor or agent) and take immediate corrective

action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, MMBC may require that such person be removed from all performance of additional work for MMBC. Removal of such person will be addressed by Contractor immediately.

6.2. Key Personnel. Contractor must (a) employ those people described as key personnel ("**Key Personnel**") in any Statement of Work in the roles described in any Statement of Work and ensure that the Key Personnel maintain those roles; not replace any Key Personnel without MMBC's prior informed consent unless the person: (i) dies, becomes ill or incapacitated so as to be unable to perform their role; (ii) is terminated for cause or just cause; or (iii) resigns from Contractor's employment (other than to be employed by an associated entity of Contractor); and (c) ensure that any people replacing Key Personnel with the consent of MMBC, have at least equivalent ability, experience and expertise as the Key Personnel replaced.

6.3. Subcontracting. Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of MMBC (not to be unreasonably withheld), including that MMBC's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or subcontractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

7.1. Record Keeping. During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by MMBC hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.

7.2. Reporting. In addition to any other reporting obligations under this Agreement or a Statement of Work, Contractor will provide the following reporting to MMBC:

(a) at least every two weeks (or such other period as may be set out in a Statement of Work), Contractor will report, through MMBC's claims reporting portal, or through such other method as MMBC may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;

(b) upon such frequency as MMBC may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit MMBC to monitor and manage Contractor's performance; and

(c) such additional reports as MMBC may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.

7.3. Audit.

7.3.1. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, MMBC (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the

performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that MMBC (or its audit representative) may conduct a financial audit to verify the amounts paid or payable by MMBC hereunder. If any audit reveals that MMBC has been overbilled, Contractor will reimburse the overcharged amount to MMBC with interest at prime plus 1%. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of MMBC's costs in relation to such audit.

7.3.2. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by MMBC (or its audit representative) upon MMBC's request.

7.3.3. Without limiting any other audit right, during the Term MMBC (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.

7.3.4. Contractor will co-operate with and provide to MMBC (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all subcontractors to enable MMBC (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

8.1. Contractor Representations and Warranties. Contractor represents and warrants to and covenants with MMBC that:

(a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;

(b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;

(c) it has and will, at his own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Services;

(d) the representations, warranties, covenants, claims, inducements, and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection financial incentive; and

(e) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of MMBC in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions,

payments, kickbacks, gifts, entertainment or other inducements to any employee or agent of MMBC.

SECTION 9. CONFIDENTIALITY

9.1. Confidentiality Covenant. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.

9.2. Legal Requirement. Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

9.3. Return of Confidential Information. Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.

9.4. Privacy Laws. Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("**Privacy Laws**") in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (b) in a manner that enables MMBC to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and MMBC to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify MMBC of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of MMBC that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify MMBC if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

10.1. Ownership. Except as otherwise specifically provided in any Statement of Work, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein will be owned by MMBC; accordingly, Contractor will assign and hereby assigns to MMBC all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable license to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of MMBC, its successors and assigns of any and all moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products.

SECTION 11. INDEMNITY

11.1. Indemnity. Contractor will indemnify and save harmless MMBC, its Affiliates, and their respective directors, officers, contractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom the Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including without limitation arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.

11.2. Available Remedies. If Contractor sustains damage in the course of performing the Services that is caused by another contractor of MMBC with whom Contractor is obligated under this Agreement to interact with directly (an "**Other Service Provider**"), MMBC will, upon Contractor's reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor's benefit, such contractual remedies of indemnification or receipt of service level failure credits as MMBC may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

SECTION 12. INSURANCE AND PERFORMANCE BOND

12.1. Insurance. During the Term and for any additional period following the end of the Term set out in in Schedule 12.1, Contractor will have and maintain in force in Canada, and will cause it subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Schedule 12.1, and Contractor will (and will cause its subcontractors to) otherwise comply with the provisions of Schedule 12.1. Failure to secure such insurance coverage, or the failure to comply fully with any of Schedule 12.1 will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

12.2. Performance Bond. Contractor will comply with any performance bond requirements that may be set out in a Statement of Work.

SECTION 13. TERMINATION

13.1. Termination for Convenience. Either party may, at any time and without cause, terminate this Agreement or any Statements of Work for convenience upon giving the other party 180 days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, Contractor will commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice, and immediately return all Work Product to MMBC, whether completed or not.

13.2. Termination by MMBC for Cause. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:

(a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor

assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;

(b) Contractor commits a material breach of this Agreement and does not cure such breach within 30 days of receipt of notice thereof from MMBC;

(c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven days;

(d) Contractor's performance creates a hazard to public health or safety or to the environment;

(e) Contractor is assessed Service Level Failure Credits in excess of $10,000 during any rolling six month period; or

(f) any other termination right described in this Agreement or a Statement of Work is triggered.

13.3. Termination by Contractor for Cause. Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to MMBC in the event that MMBC fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three most recent prior monthly consolidated invoices issued by Contractor and MMBC does not cure such non-payment within 60 days of receipt of notice thereof from Contractor.

13.4. Change in Applicable Law. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to MMBC or the Services, including if there is a material change to an approved plan under the *Recycling Regulations* of the *Environment Management Act* (British Columbia) or if any new plan (whether submitted by MMBC or any other person) is approved thereunder.

13.5. Disruption of Service. The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by MMBC for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.

13.6. Termination Assistance. Upon termination or expiration of this Agreement, Contractor will continue to provide Services hereunder and will make reasonable efforts to cooperate and assist, according to mutually agreeable terms and conditions, to ensure that there is an orderly transfer of the Services required by MMBC pursuant to this Agreement.

13.7. Survival. The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: SECTION 9 (Confidentiality), SECTION 11 (Indemnity), SECTION 12 (Insurance and Performance Bond), SECTION 14 (Dispute Resolution) and SECTION 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

SECTION 14. DISPUTE RESOLUTION

14.1. Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between MMBC and Contractor will be addressed as follows:

(a) The parties will first attempt to resolve the Dispute through representatives from each of MMBC and Contractor who work most closely with each other on related matters, within 15 days after written notice of the Dispute was first given, or as otherwise agreed upon.

(b) If the Dispute is not resolved at the first stage, either party may escalate the Dispute to the senior MMBC and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further 15 days, or as otherwise agreed upon.

(c) If the Dispute is not resolved through the discussion above within the time period set out above, then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within 45 days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.

(d) If the parties are unable to resolve the Dispute within the above period, unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Vancouver in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against MMBC and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.

(e) Notwithstanding anything to the contrary in this Section 14.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia for such purpose.

SECTION 15. GENERAL PROVISIONS

15.1. Relationship of the Parties. It is acknowledged by the parties hereto that the Contractor is being retained by MMBC in the capacity of independent contractor and not as an employee of MMBC. The Contractor and MMBC acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not for any purpose by considered employees or agents of MMBC.

15.2. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that MMBC may assign this Agreement without Contractor's consent to a person with an approved plan under the Recycling Regulation under

the Environmental Management Act (British Columbia), or who otherwise has obligations similar to those of MMBC or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of MMBC. Any attempt by a partyto assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section 15.2.

15.3. Force Majeure. Neither party to this Agreement or any Statement of Work will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a fire, act of God, natural disaster, war, riot, civil disturbance, earthquake, flood, or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement or any Statement of Work.

15.4. Governing Law. This Agreement and any Statement of Work will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement, any Statement of Work or the performance of the obligations hereunder.

15.5. Notices. All notices, requests, demands or other communications (collectively "**Notices**") given by one party to the other party, will be in writing, in the english language, and will be deemed duly given (i) when delivered by hand; (ii) when sent by facsimile (with receipt confirmed), (iii) except for a notice of termination permitted under this Agreement, by e-mail (with receipt confirmed), (iii),on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:

City of Penticton
616 Okanagan Avenue East
Penticton, British Columbia V2A 3K6

Fax No.: 250-490-2557
E-mail: publicworks@penticton.ca

Attention: Public Works Manager

To MMBC:

Multi-Material BC Society
209-1730 West 2nd Avenue
Vancouver, British Columbia V6J 1H6

Fax No.: 604-736-3154
E-mail: serviceprovider@multimaterialbc.ca

Attention: Director, Operations MMBC

or to such other address as may be designated by notice given by either party to the other.

15.6. Further Assurances. The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

15.7. No Publicity. Contractor will not use the name or trademarks of MMBC nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or MMBC, unless it has obtained MMBC's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).

15.8. Timing. Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

15.9. Severability. If any provision, or portion thereof, of this Agreement or any Statement of Work is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement or any Statement of Work, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

15.10. Waiver. A waiver of any provision of this Agreement or any Statement of Work will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement or any Statement of Work, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

15.11. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work will preclude any other or further exercise of any other right or remedy in this Agreement or any Statement of Work or as provided at law or in equity. Rights and remedies provided in this Agreement or any Statement of Work are cumulative and not exclusive of any right or remedy provided at law or in equity.

15.12. Amendment. This Agreement or any Statement of Work may only be amended by written agreement duly executed by authorized representatives of the parties.

15.13. Entire Agreement. This Agreement and any Statement of Work will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Contractor accompanying either a Statement of Work, a Contractor payment or otherwise is for Contractor's internal use only and its terms will not alter or amend the terms of this Agreement.

15.14. Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement or any Statement of Work by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement or the Statement of Work by such party.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

MULTI-MATERIAL BC SOCIETY

Per: _____
(I have authority to bind MMBC)

Name: TAMARA BURNS
(Please Print)

Title: VP National Supply Chain

CORPORATION OF THE CITY OF PENTICTON

Per: _____
(I have authority to bind Contractor)

Name: Garry Litke
(Please Print) GARRY LITKE MAYOR

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print) DANA SCHMIDT CORPORATE OFFICER

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Agreement to MMBC, Contractor and the first signatory represent that no additional signatories are required).

COUNCIL APPROVED
Date: September 3/13
Res. No.: 546/2013

SCHEDULE 4.2
MMBC POLICIES AND STANDARDS

As of the Effective Date, the following are MMBC Polices and Standards:

1. MMBC's Weight and Measurement Standards, a copy of which is set out below:

MMBC requires that PPP collected, transported and processed be weighed, and that accurate weights be reported to MMBC.

Weight is defined by MMBC as the following:

Gross Weight means the weight of the truck or container plus its contents, measured in kilograms unless otherwise noted.

Tare Weight means the weight of the empty truck or container and any equipment without its contents, measured in kilograms unless otherwise noted.

Net Weight is the weight of the contents of the container or truck, calculated as Gross Weight minus Tare Weight, measured in kilograms unless otherwise noted.

The above weights will always exclude the weight of the vehicle and any contents other than the PPP collected.

The following equation must always be true.

Net Weight = Gross Weight – Tare Weight

Measurement Canada has produced a comprehensive guide on taking and recording weights, available at http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/lm00205.html.

Collector Responsibilities

All loads must be documented in a manner specified by MMBC, as amended by MMBC from time to time, including a certified scale ticket. The certified scale ticket may be provided by the Designated Post-Collection Service Provider to the Collector if the weighing is performed by the Post-Collector. If the Collector is performing the actual weighing, the Post-Collector responsibilities noted below must be followed by the Collector.

Collectors are to maintain the following Net Weight records and provide upon request to MMBC:

- Curbside Collection: Tonnage by collection date and truck number
- Multi-Family Building Collection: Tonnage by collection date and truck number
- Depot Collection: Tonnage by the date on which the Designated Post-Collection Service Provider removed the PPP from the Depot

Post-Collector Responsibilities

The Designated Post-Collection Service Provider must have the necessary equipment to accurately weigh all PPP received regardless of material category and container type, including the ability to subtract the container weight (Tare deduction) from the Gross Weight to report Net Weight to MMBC.

All loads must be documented in a manner specified by MMBC, as amended by MMBC from time to time, including a certified scale ticket provided by the Designated Post-Collection Service Provider, with Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, Net Weight by material type (in accordance with the material type classifications set out in Exhibit A to Attachment 5), and such other information as MMBC may designate (collectively, "**Claim**

Information"). Standard Tare Weights for specific trucks may only be used on specific written permission of MMBC.

At least every two weeks, the Designated Post-Collection Service Provider will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.

A note on material en-route:

A Post-Collection transporter may deliver PPP to a consolidation or transfer point prior to delivering it to the processing site. In such cases Net Weights must be measured and recorded for reporting purposes at the consolidation or transfer point by the Designated Post-Collection Service Provider to MMBC.

Post-Collection Service Providers may repack PPP at consolidation or transfer point prior to transporting it to the processing site. If contamination is found and discarded during the repacking process then the Designated Post-Collection Service Provider must report the quantity of contamination (Net Weight) and the management method to MMBC in the final diversion report.

The Designated Post-Collection Service Provider must provide diversion reports to MMBC. All recycling and disposal activities must be detailed on the diversion reports, and Net Weights of material directed to recycling, recovery and disposal must be provided. The total Net Weight of PPP recycled, recovered and disposed recorded on diversion reports should match the total Net Weight of PPP received. These totals will be reviewed by MMBC on a regular basis as part of its chain of custody audits.

2. "**Packaging and Printed Paper**" or "**PPP**" means the materials set out in MMBC's Packaging and Printed Paper Description, a copy of which is set out in the table below:

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Category 1 - Printed Papers		
Newspapers	Daily and community newspapers	
Newspaper Inserts	Newsprint advertising inserts and flyers	
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines	
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues	
Telephone Directories	Phone books; newsprint directories	
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap	
Residential Printed Paper	White or coloured paper for general use, printers and copiers	
Miscellaneous Printed Papers	Blank and printed envelops; greeting cards	
Category 2 - Old Corrugated Cardboard (OCC)		
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes	
Category 3 (a) – Other Paper Packaging (containing liquids when sold)		
Paper Cup (hot) (polycoated liner)	Non-foam paper cups	
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups	
Paper Cup (cold) (waxed)	Non-foam paper cups	
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups	
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons	
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size	
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup	
Category 3 (b) – Other Paper Packaging (not containing liquids when sold)		
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes	
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging	
Moulded Pulp	Egg cartons; formed coffee take put trays; paper based	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	flower pots	
Kraft Papers	Paper bags	
Polycoated Boxboard	Some frozen food packaging	
Category 4 - Polyethylene (PE) Film Packaging		
HDPE Films	Some retail bags; some frozen vegetable bags	
LDPE/LLDPE Films	Grocery bags; newspaper bags; dry cleaning bags; bread bags; frozen vegetable bags; soft drink case over-wrap; garden product bags; paper towel over-wrap; diaper and feminine hygiene product outer bags	Stretch film
Category 5 - Polystyrene (PS) Foam Packaging		
PS Clamshells (EPS)	Egg cartons	
PS Trays/Plates (EPS)	Deli and take-out food trays	
PS Meat Trays (EPS)	White and coloured meat trays	
PS Hot Drink Cups (EPS)	Foam drink cups	
PS Cushion Packaging (EPS)	White foam cushion packaging used for appliances, computers, TVs, printers	Foam packaging peanuts
Category 6 - Other Plastic Packaging		
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners	
PETE Jars	Peanut butter containers; wide-mouth jars for nuts	
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons	
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PETE Tubs & Lids	Plastic lids for some containers	
PETE Cold Drink Cups	Take–out drink cups	
HDPE Bottles (non-beverage)	Shampoo bottles, milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles	
HDPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers	
HDPE Pails	Laundry detergent, ice cream pails	Pails for lubricants
HDPE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
HDPE Tubs & Lids	Plastic lids for spreads and dairy containers	
HDPE Planter Pots	Plastic garden pots	
PVC Bottles	Water bottles; travel sized personal and hair care	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	product bottles; household and automotive liquids containers	
PVC Jars	Peanut butter containers	
PVC Trays	Housewares and hardware products	
PVC Tubs & Lids	Plastic lids for some containers	
LDPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers	
LDPE Jars	Cosmetics containers	
LDPE Tubs & Jars	Plastic lids for spreads and dairy containers	
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles	
PP Jars	Cosmetics containers	
PP Clamshells	Hinged containers e.g. sanitary wipes	
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers	
PP Cold Drink Cups	Some cold drink cups	
PP Planter Pots	Garden planter pots	
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers	
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers	
PS Trays (rigid)	Clear rigid trays used for deli foods	
PS Tubs & Lids (rigid)	Dairy product tubs and lids	
PS Tubs & Lids (high impact)	Single serve yogurt containers	
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups	
PS Planter Pots	Some garden pots and trays	
Other[1] Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code # 7	
Other Plastic Jars	Jars without a resin code or with resin code # 7	
Other Plastic Clamshells	Clamshells without a resin code or with resin code # 7	
Other Plastic Trays	Trays without a resin code or with resin code # 7	
Other Plastic Tubs & Lids	Tubs & lids without a resin code or with resin code # 7	

[1] 'Other' plastic packaging is typically: manufactured from a combination of recycled resins; manufactured with a barrier layer; or, lacking a resin code mark.

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code # 7	
Other Plastic Planter Pots	Planter pots without a resin code or with resin code # 7	
Category 7 – Metal Packaging		
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures	
Steel Aerosol Cans	Food spray cans; solvent spray cans	
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts	
Aluminum Cans (non-beverage)	Cat food and other food cans	
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans	
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays	
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	
Category 8 – Glass Packaging		
Clear Glass Bottles and Jars (non-beverage)	Food containers; ketchup bottles; pickle jars; jam and jelly containers; cosmetic jars	
Coloured Glass Bottles and Jars (non-beverage)	Cooking oils; vinegar bottles; cosmetic containers	

SCHEDULE 4.4
SERVICE LEVEL METHODOLOGY

1. Contractor will measure and record all data reasonably required by MMBC to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of the main terms of the Agreement. Upon request, and upon such frequency as MMBC may indicate (which may not be more frequently than monthly), Contractor will deliver to MMBC a report, in a form and format approved by MMBC, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.

2. In the event of a Service Level Failure in respect of a Service Level expressly set out in a Statement of Work, Contractor will credit to MMBC the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate MMBC in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Credits are only partial compensation for the damage that may be suffered by MMBC as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement MMBC may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regardless of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by MMBC).

SCHEDULE 12.1
INSURANCE REQUIREMENTS

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the main body of the Agreement is as follows:

   (a) Comprehensive General Liability coverage with limits of not less than $5,000,000 (five million dollars) per occurrence with a deductible not exceeding $100,000 per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial comprehensive general liability insurance was purchased for same and as if MMBC were included in such policy as an additional insured);

   (b) Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than $1,000,000 (one million dollars) per occurrence with a deductible not greater than $100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);

   (c) Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including in all cases British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel; and

   (d) Such other insurance coverage as may be set out in a Statement of Work.

2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in MMBC's sole discretion).

3. **MMBC as Additional Insured.** Contractor will add MMBC as an additional insured on its Commercial General Liability policy with the following language: "Multi-Material BC Society and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability.

4. **Evidence of Insurance.** Contractor will cause its insurers to issue to MMBC certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Where Contractor is a local government and opts to self-insure pursuant to Section 1(a), Contractor will provide a written attestation stating and evidencing such self-insurance (including evidence of authority and financial ability to self-insure), in a form acceptable to MMBC, on the Effective Date and once each calendar year thereafter.

5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without MMBC's prior written consent. Contractor will provide not less than 30 days' notice to MMBC prior to any material change to its insurance coverage or to its insurer.

6. Intentionally omitted.

7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of the Agreement and Schedule 12.1, beyond the end of the Term for an additional 2 years thereafter.

SCHEDULE 2.1(a)
STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between [●] ("**Contractor**") and MMBC Recycling Inc. carrying on business as Recycle BC ("**Recycle BC**") made as of [●] (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is [●].

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Container**" means any reusable bin, box, tote, bag, open container or cart acceptable to Recycle BC used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work but, for the avoidance of doubt, does not include single-use bags.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Curb**" or "**Curbside**" means a location within one metre of a Public Street or Private Road.

"**Curbside Collection**" has the meaning set out in Section 2.1.

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including (i) single-family dwellings, (ii) buildings with up to four suites and (iii) rowhouses and townhouses, in each case where the resident of each unit is expected to individually deliver In-Scope PPP to the Curb for collection.

"**Curbside Household Baseline**" has the meaning set out in Attachment 5.

"**Customer**" means residents of Curbside Households within the Service Area.

"**Designated Post-Collection Facility**" means the facility at which Contractor delivers Contractor-collected In-Scope PPP to the Designated Post-Collection Service Provider.

"**Designated Post-Collection Service Provider**" means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

"**In-Scope PPP**" means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including but not limited to industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

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"**Missed Collection**" means any failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day by the appointed set out time.

"Not Accepted Materials" means, collectively, any material that is not PPP (as that term is defined in the Agreement).

"**Private Road**" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"**Public Street**" means a public right-of-way used for public travel, including public alleys.

"**Service Area**" means the geographic area delineated in Attachment 2.1.1.

"**Service Commencement Date**" means [●].

"**SOW Effective Date**" has the meaning set out on the first page of this Statement of Work.

"**SOW Services**" has the meaning set out in Section 2.

"**SOW Term**" has the meaning set out in Section 4.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

Attachment		**Description**
Attachment 2.1.1	-	Service Area
Attachment 2.1.2	-	In-Scope PPP
Attachment 3.4	-	Service Level Failures
Attachment 5	-	Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the "**SOW Services**"):

2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2.1 ("**Curbside Collection**") and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 Service Area.

(a) Contractor will perform Curbside Collection from Curbside Households in the Service Area.

(b) Changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the Agreement.

(c) Notwithstanding the Curbside Household Baseline and subject to Sections 2.1.2(g) and 2.1.4(e), Contractor is obligated to provide Curbside Collection from all Curbside Households in the Service Area.

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(d) Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.

(e) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in the Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the "**Determined ICI Amount**"). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

(a) Contractor will collect (i) all In-Scope PPP from all Customers that is placed in Containers (including both Contractor-provided and Customer-owned Containers) and (ii) any Corrugated Cardboard that is flattened and stacked by the Customers' Container (or stacked alone if no Container is present).

(b) Materials collected by Contractor may not contain more than 3% by weight of Not Accepted Materials. Loads exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

(c) Materials collected by Contractor may not contain (i) any packaging containing hazardous or special waste or (ii) Categories 4, 5 or 9.

(d) If Contractor collects In-Scope PPP in multi-stream, Contractor must ensure that:

(i) loads of Categories 1, 2 and 3(b) do not contain more than 1% by weight of Categories 3(a), 6 and 7; and

(ii) loads of Categories 3(a), 6 and 7 do not contain more than 3% by weight of Categories 1, 2 and 3(b).

(e) Subject to Section 2.1.2(h), Contractor must ensure that loads of Categories 1, 2, 3(a), (3(b), 6 and 7 (whether collected in a single stream or a multi-stream) do not contain more than 3% by weight of Category 8.

(f) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor must ensure that such material stream does not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Category 8 exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

(g) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from

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Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

(h) If immediately prior to the SOW Effective Date Contractor (i) did not provide Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will not be required to comply with Section 2.1.2(e) until the six month anniversary of the Service Commencement Date. If Contractor is not in compliance with Section 2.1.2(e) by the six month anniversary of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to reduce the quantity of Category 8 to the required level. Following approval of the remediation plan by Recycle BC, Contractor will use its best efforts to implement the plan and provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If Contractor is not in compliance with Section 2.1.2(e) within 90 days after implementing the remediation plan, Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to achieve the stated objective.

2.1.3 Collection.

(a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.

(b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)) at the Curb along the collection vehicle route, which may be a Public Street or a Private Road.

(c) Subject to Section 2.1.3(d), Contractor will perform Curbside Collection from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than bi-weekly.

(d) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor will collect Category 8 from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than once every month.

(e) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of carts, with their lids closed) in their set out location in an orderly manner. The location of returned Containers should not block sidewalks, driveways, or on street parking.

(f) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

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2.1.4 Containers.

(a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will, at Contractor's cost, provide Containers to each Curbside Household in the Service Area that provide Customers with sufficient volume to accommodate In-Scope PPP generated by Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.

(b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Curbside Households or geographical areas are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to any new Curbside Households added to the Service Area at least ten Business Days prior to the start date provided by Recycle BC.

(c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Container to a requesting Customer within seven Business Days of the Customer's initial request.

(d) If any Customers choose to provide their own Containers, Contractor will handle the Customer-owned Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

(e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the replaced Container. In the event that the problem continues, Contractor may discontinue service to that Customer provided Recycle BC provides prior written approval.

(f) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Containers that meet the requirements set out in this Agreement to each Customer in the Service Area at least ten Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.

(g) Contractor may not collect In-Scope PPP in single-use bags except in accordance with Section 2.1.4(h).

(h) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date and, at such time, collected In-Scope PPP in single-use bags, Contractor will:

(i) except to the extent and on the conditions otherwise approved by Recycle BC in writing, deliver Containers that meet the requirements set out in this Agreement to each Curbside Household in the Service Area at least ten Business Days prior to July 1, 2020; and

(ii) not collect In-Scope PPP in single-use bags after July 1, 2020.

(i) If Contractor (i) is transitioning from single-use bags to Containers pursuant to Section 2.1.4(h) or (ii) proposes to change the type of Container it uses for Curbside Collection in the Service Area, Contractor will submit a detailed

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transition plan to Recycle BC a minimum of six months prior to the scheduled or planned change. Any change to the type of Containers used for Curbside Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.

2.1.5 Designated Post-Collection Facility.

(a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.

(b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.

(c) If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, Contractor must (i) unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7 and (ii) unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), in each case as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit.

(d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including but not limited to instructions and procedures pertaining to health and safety, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.

(e) If Contractor is scheduled to collect In-Scope PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.

(f) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.

(g) If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within 60 kilometers from the Service Area boundary at the point of least distance to Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider. If

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the Designated Post-Collection Service Provider has used commercially reasonable efforts to locate the Designated Post-Collection Facility within such area but is unable to do so, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.

(h) Recycle BC may change the location of the Designated Post-Collection Facility upon 30 days' written notice. If Recycle BC changes the location of the Designated Post-Collection Facility such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(f) or (g), as the case may be, such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).

(i) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC in its sole discretion, including without limitation if Contractor has failed to comply with such conditions or procedures.

(j) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 3% by weight of Not Accepted Materials or contains any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 Spillage.

(a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.

(b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.

(c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or Recycle BC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice

SAMPLE

of such clean-up or removal will be provided to Recycle BC in writing. Contractor will immediately notify the Recycle BC-designated spill coordinator of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

(a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used for collection services outside the Service Area or for any other use if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

2.1.8 Pilot programs.

(a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in the Service Area. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.

(b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following services:

2.2.1 Customer Service Requirements

(a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

(b) Contractor will maintain a 24 hour emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.

(c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

SAMPLE

2.2.2 Customer Service Representative Staffing

(a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.

(b) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

(a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.

(b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of In-Scope PPP. Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

2.3.2 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."

2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.

SAMPLE

2.3.4 Except for logos of the applicable local government, Recycle BC, Contractor or any sub-contractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Container in any manner whatsoever, including stickers and hot stamps.

2.3.5 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

2.4 Transition and Implementation Services. If immediately prior to the SOW Effective Date Contractor (i) did not perform Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection:

3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

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(a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;

(b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;

(c) maintain such other records as may be requested by Recycle BC. including:

(i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number);

(ii) customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and

(iii) notices left for Customers;

(d) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;

(e) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of the greenhouse gas emissions associated with the performance of Curbside Collection; and

(f) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

(a) At Recycle BC's discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.

(b) All loads must be documented by Contractor or the Designated Post-Collection Service Provider, as the case may be, in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**"). Claim Information with respect to any delivery of In-Scope PPP to

SAMPLE

the Designated Post-Collection Facility must be submitted within 10 Business Days of the delivery date.

(c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within five days of the claim summary being issued.

(d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).

(e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until [●]. Recycle BC may extend this Statement of Work for up to two further periods of one year each by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

SECTION 6. Additional Terms

6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work.

6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge, any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.

6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-

SAMPLE

loaded from Contractor's vehicles at the Designated Post-Collection Facilityy and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Facility caused by Contractor.

(Signature page follows.)

SAMPLE

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

[CONTRACTOR]

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: [SAMPLE – NOT FOR SIGNATURE]
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

SAMPLE

ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA

1. Under this Statement of Work, the initial Curbside Household Baseline will be **[●]**.

2. The Service Area is:

[Note: When the SOW is executed, Attachment 2.1.1 will include a description of the geographic area to be serviced with Curbside Collection by Contractor.]

SAMPLE

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☐ PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- ☐ PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP in Category 8, segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

SAMPLE

ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

<table>
<tr><th></th><th>Service Level Failure</th><th>Service Level Failure Credit</th></tr>
<tr><td>1</td><td>Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in the Service Area.</td><td>$5,000 per incident.</td></tr>
<tr><td>2</td><td>Failure to provide a required report pursuant to Section 3.3.1 on time.</td><td>$500 per day past deadline.</td></tr>
<tr><td>3</td><td>Failure to separate In-Scope PPP collected from Curbside Households in the Service Area from materials collected outside of the Service Area without prior written approval from Recycle BC.</td><td>$5,000 per route, plus $3,000 per month (pro-rated in the case of a partial month) until the Service Level Failure has been remedied or a request for approval has been approved in writing by Recycle BC.</td></tr>
<tr><td>4</td><td>If the Curbside Household Baseline does not exceed 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount

For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:
<table>
<tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr>
<tr><td>10,000-25,000</td><td>$5,000</td></tr>
<tr><td>5,000-9,999</td><td>$3,750</td></tr>
<tr><td>2,500-4,999</td><td>$2,500</td></tr>
<tr><td>499-2,499</td><td>$1,250</td></tr>
<tr><td>0-499</td><td>$500</td></tr>
</table></td></tr>
<tr><td>5</td><td>If the Curbside Household Baseline exceeds 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</td></tr>
</table>

SAMPLE

<table>
<tr><th></th><th>Service Level Failure</th><th>Service Level Failure Credit</th></tr>
<tr><td></td><td></td><td>For the purpose of this Service Level Failure, the “Per Load Amount” will initially be $5,000. If Contractor is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by $5,000 (to a maximum of $20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at $5,000.</td></tr>
<tr><td>6</td><td>If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, delivery of a load in violation of Section 2.1.5(c) .</td><td>$1,000 per load.</td></tr>
<tr><td>7</td><td>Delivery of a load of Category 8 to the Designated Post-Collection Facility that contains more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate).</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.

For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:
<table>
<tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr>
<tr><td>10,000+</td><td>$5,000</td></tr>
<tr><td>5,000-9,999</td><td>$3,750</td></tr>
<tr><td>2,500-4,999</td><td>$2,500</td></tr>
<tr><td>499-2,499</td><td>$1,250</td></tr>
<tr><td>0-499</td><td>$500</td></tr>
</table></td></tr>
<tr><td>8</td><td>The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption or (ii) fails to company with Section 4.6.1 or 4.6.2 in respect of such Labour Disruption.</td><td>An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle BC plus $5,000 per day of Labour Disruption.</td></tr>
<tr><td>9</td><td>Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC</td><td>$25,000 per incident.</td></tr>
</table>

SAMPLE

ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES

1. In this Attachment, the following terms will have the following meaning:

"**Bonus Period**" means each full calendar year during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence on January 1 of that year and end on the date on which the SOW Term ends.

"**Curbside Household Baseline**" means the number of Curbside Households in the Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5 or pursuant to a change order made pursuant to Section 2.2 of the Agreement.

2. In consideration for Contractor's performance of the SOW Services, Recycle BC will pay Contractor:

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

	Curbside Collection Financial Incentive	
	Single-stream using automated carts – Categories 1, 2, 3(a), 3(b), 6 and 7	$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	$33.40
☐	0.2 to 2 Curbside Households per hectare	$35.40
☐	<0.2 Curbside Households per hectare	$37.40
	Single-stream using Containers other than automated carts – Categories 1, 2, (a), 3(b), 6 and 7	$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	$34.50
☐	0.2 to 2 Curbside Households per hectare	$36.65
☐	<0.2 Curbside Households per hectare	$38.80
	Multi-stream – Categories 1, 2 and 3(b) separate from Categories 3(a), 6 and 7	$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	$38.45
☐	0.2 to 2 Curbside Households per hectare	$40.65
☐	<0.2 Curbside Households per hectare	$42.80

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

SAMPLE

	Top Up available to local governments accepting Curbside Collection incentive	$ per Curbside Household per Year
☐	Resident Education Top Up	$0.75
☐	Depot Top Up	$0.25
☐	Service Administration Top Up	$1.75

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

(c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

	Curbside Collection Financial Incentive	
☐	Category 8 - Glass Packaging	$ per Tonne
		$80.00

(d) For each Bonus Period, the Achieved Bonus Amount times the average Curbside Household Baseline for such period, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Curbside Household Baseline for such period and the approved claims submitted for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than April 30 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, to calculate the average amount of (i) Not Accepted Materials in Contractor's collected material and (ii) In-Scope PPP from ICI locations in Contractor's collected materials for the purposes of calculating the average In-Scope PPP collected per Curbside Household in the applicable year.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under the Agreement ("**Multi-Family Household Collection**"), and In-Scope PPP collected in respect of Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (d), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

SAMPLE

Calculation of Achieved Bonus Amount				
Average In-Scope PPP collected per Curbside Household Per Year	160 - 179 Kilograms	180 - 199 Kilograms	200 - 219 Kilograms	> 220 Kilograms
Achieved Bonus Amount	**$ per Curbside Household**			
	$1.00	$2.00	$3.00	$4.00

3. Adjustment of Curbside Household Baseline.

(a) On an annual basis, on a date to be determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) to the then-current number of:

(i) Curbside Households in the Service Area; and

(ii) Curbside Households per hectare in the Service Area.

(b) Recycle BC may also provide evidence of the then-current number of Curbside Households and Curbside Households per hectare in the Service Area. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline. If the agreed upon new values of the foregoing trigger a change in the Fees payable pursuant to this Attachment, the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.

(c) For purposes of reporting and determining the number of Curbside Households:

(i) A single family dwelling is considered one Curbside Household;

(ii) A laneway house is considered one Curbside Household;

(iii) A duplex is considered two Curbside Households;

(iv) A triplex is considered three Curbside Households;

(v) A fourplex is considered four Curbside Households;

(vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, if Contractor recognizes the conversion for utility and/or contract billing;

(vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by Contractor as a single family dwelling for utility and/or contract billing is considered one Curbside Household; and

(viii) Each self-contained dwelling unit in a rowhouse or townhouse is considered one Curbside Household if the resident of each unit delivers In-Scope PPP to the Curb for collection in separate Containers.

SAMPLE

4. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline) falls below 135 kilograms, then Recycle BC may require Contractor to, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above 135 kilograms per Curbside Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

SAMPLE

Council Report

penticton.ca

Date: September 4, 2018 File No: MP PL2016-191
To: Peter Weeber, Chief Administrative Officer
From: Blake Laven, Planning Manager
Address: 201, 203, 225 and 247 Vancouver Avenue (236 Marina Way)

Subject: **Zoning Amendment Bylaw No. 2018-49**
Development Variance Permit PL2018-8297
Amended Development Permit PL2016-7756

Staff Recommendation

THAT Council adopt "Zoning Amendment Bylaw No. 2018-49";

AND THAT Council approve and direct staff to issue "Development Variance Permit PL2018-8297";

AND THAT Council approve and direct staff to issue "Development Permit PL2016-7756" as amended, subject to the following conditions:

- Registration and creation of the subject lot with the Land Title Office;
- Submission of a detailed landscaping and irrigation plan;
- That all conditions are complete prior to March 1, 2019.

Background

This project was originally introduced to Council on July 3, 2018 and was the topic of the July 17, 2018 Public Hearing. For a full technical review of the proposed development, please refer to the Council Report of July 3, 2018.

At the public hearing for the zoning amendment bylaw and associated permits, Council heard concerns regarding the design of the proposed building from residents of a neighbouring residential development - the Lakeview Terraces (250 Marina Way). At the Regular Meeting of Council following the Public Hearing, Council expressed general support for project by giving second and third reading to the zoning amendment bylaw, but directed staff to work with the developer and residents of the Terraces to bring the design of the building into closer conformance with the Okanagan Lake Waterfront Development Permit Area Guidelines.

Coming from that direction constructive meetings between a resident group from the Terraces and the developer's representatives and architect were held. Following from those meetings, revised plans have now been submitted to the City.

The following revisions to the plans have been made:

- Stepping of the building after the first floor and third floor: The 'step' after the parkade level was part of the original design, but the architect has added an additional 'step' at the third floor. This 'step' is only about 1.8m, but does break up the tall face of the building. The remaining four storeys do not have any further steps to them.
- Main level colonnade: A colonnade, a columned covered walkway, has been added at the street level of the building. This design feature brings the building right to the sidewalk and is intended to compliment the colonnade feature of the Lakeview Terraces.



Figure 1: Original east elevation presented to Council



Figure 2: Revision showing building step and colonnade

- Addition of a 1.5m perimeter garden on top of the parkade: Some of the concern from residents of the Lakeview Terraces was the interface between the landscaped top of the parkade and the second floor balconies and decks of the Terraces. This has been addressed through the inclusion of a sunken garden intended to be 1.5 m in width, which will act as a buffer between the two buildings. The garden will be visually attractive to the residents of the Terraces.
- Consideration was given to adding a commercial use at the ground floor, but the proponents ultimately did not feel that a commercial unit would be viable in that location and have opted to keep the ground floor residential unit.

Most of the development statistics remain unchanged. The use and density of the building is consistent with what was originally presented to Council and the overall architectural style of the building remains the same.

Correspondence from the strata board confirming their role in the redevelopment process and general support for the changes is attached for Council's reference as Attachment C.

Proposal

The proponents are now requesting that Council adopt the zoning amendment bylaw and support and issue the associated development variance permit and development permit for the 7 storey 13 unit apartment building.

Analysis

In staff's opinion, the design changes represent an appropriate response to the neighbouring concerns. The 'steps' included in the building design bring the design closer to the vision of the area development permit

guidelines. The inclusion of the colonnade and the landscape buffering solution on the second floor integrate the new building into the street suitably.

Given the above considerations, and staff's original analysis contained in the July 3, 2018 report to Council, staff are recommending that Council adopt Zoning Amendment Bylaw 2018-49 and support and direct staff to issue Development Variance Permit 2018-8297. With regard to the development permit, staff are also recommending Council support, subject to the creation of the subject lot through a subdivision process and submission of a detailed landscape plan. Staff are recommending that the proponents be given 6 months to complete these conditions.

Alternate recommendations

1. THAT Council decline to adopt "Zoning Amendment Bylaw 2018-49" until such time as the landscaping plan has been submitted.

2. THAT Council rescind third reading to Zoning Amendment Bylaw No. 2018-49 and refer the application to the September 18, 2018 Public Hearing for further comment from the public on the revised building design.

Attachments

Attachment A – Subject property location map
Attachment B – Letter outlining design changes from applicant
Attachment C – Correspondence from Lakeview Terraces regarding support for the revisions
Attachment D –Draft Development Permit PL2016-7756
Attachment E – Draft Development Variance Permit PL2018-8297
Attachment F – Zoning Amendment Bylaw No. 2018-49

Respectfully submitted,

Blake Laven, MCIP, RPP
Planning Manager

Approvals

Director	Chief Administrative Officer
AH	PW

Attachment A
Subject Property Location Map



Attachment B
Emailed comments from applicant outlining design changes

The main changes in the building design from the original City submission include:

Creating a five foot wide lowered garden area all along the East roof of the parkade. The parkade garden deck is approx. 14 feet above the sidewalk; the lowered strip abutting the Lakeview Terraces is approx. 12 ft above the sidewalk. This has been done to ensure that the new garden deck is at the same level as the existing Lakeview Terrace decks so that the Lakeview residents are not looking directly at a concrete wall.

We have introduced a colonnade at the main level adjacent to the sidewalk that mimics and extends the street level colonnade of the Lakeview Terraces. It creates the first 'tier' of the OCP recommended terrace form without affecting the stacking of the lower level suites. It is an addition on the front of the (original) design and has inset trellises to provide light into the main level residential unit.

At level three, the building does step back about six feet to create a second 'tier' for OCP compliance. The stepping back 'adjustment' has not adversely affected the unit layouts but will impact some structural elements. Given that the building is seven storeys and so will be of steel and concrete construction, we don't anticipate this being a major issue. Inside the building, we have flipped the south stair and the elevator, which works better in terms of corridor circulation.

The parkade venting/ light grilles have been moved a little during the design development work by the landscape architect.

During today's meeting, security was a key concern - especially regarding trespassing at the North gate and/or the South property line fencing. We will need to explore the optimal design to secure these two areas for residents of both Lakeview Terraces and 236 Marina Way.

Detailed planting plans will be required from Outland Design for the planning department's review. We will be talking to Fiona this week about her schedule. As well, we will further explore the exterior material palate and develop a material colour board for planning department review.

Attachment D
Correspondence from Lakeview Terraces strata representative

The resident's committee from Lakeview Terraces met with the design team including a representative from the landscape company, Steve Thompson and Norman Goddard on Saturday, August 18 to get an update on the changes made to the development proposed for 236 Marina Way.

The changes presented in the new elevation renderings and the accompanying information provided to the owners regarding the enhanced Marina Way landscaping, newly designed configuration of the building that includes a terracing or tiered set back resulting in the building having an appearance of three terraced levels enabling the west facing Lakeview Terraces units to preserve as much lake view as possible, outdoor, additional patio and landscaping upgrades, the enhanced security considerations, the lowering of the parkade roof and moving the north facing walkway which provides access to the outdoor amenity space creating more green space on the west side of Lakeview Terraces were all welcomed by the committee.

Due to these changes the resident committee and the Strata Council is now prepared to support this project.

Lakeview Terraces Strata Council and the residents want to thank the Mayor and Council for providing both parties the opportunity to work together to develop a building on this property that will work for everyone and be an enhancement to this distinctive area.

Strata Council and Lakeview Terraces owners want to thank the design team and property owner for their contribution to our Marina Way neighbourhood.

Regards

Attachment D
Draft Development Permit

City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Permit

Permit Number: PL2016-7756

Owner Name
Owner Address
Owner Email Address

Conditions of Permit

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

2. This permit applies to:

   Legal: Proposed Lot 1
   Civic: tbd
   PID: tbd

3. This permit has been issued in accordance with Section 489 of the *Local Government Act*, to permit the construction of a 7 storey, 13 unit apartment building as shown in the plans attached in Schedule A.

4. In accordance with Section 490 of the *Local Government Act*, the following provisions the City of Penticton Zoning Bylaw No. 2017-08 are varied by this permit:

   a. Section 11.9.2.5: height increased from a maximum height of 24m to a maximum height of 25.5m to accommodate a clerestory architectural feature.

5. In accordance with Section 502 of the *Local Government Act* a deposit or irrevocable letter of credit, in the amount of 100% of the estimated cost of all landscaping materials and labour must be deposited prior to, or in conjunction with, an application for a building permit for the development authorized by this permit. The City may apply all or part of the above-noted security in accordance with Section 502(2.1) of the *Local Government Act*, to undertake works or other activities required to:

   a. correct an unsafe condition that has resulted from a contravention of this permit,
   b. satisfy the landscaping requirements of this permit as shown in Schedule A or otherwise required by this permit, or
   c. repair damage to the natural environment that has resulted from a contravention of this permit.

6. The holder of this permit shall be eligible for a refund of the security described under Condition 4 only if:

   a. the permit has lapsed as described under Condition 8, or
   b. a completion certificate has been issued by the Building Inspection Department and

the Director of Development Services is satisfied that the conditions of this permit have been met.

7. Upon completion of the development authorized by this permit, an application for release of securities, provided in Schedule B, must be submitted to the Planning Department. Staff may carry out inspections of the development to ensure the conditions of this permit have been met. Inspection fees may be withheld from the security as follows:

1st Inspection	No fee
2nd Inspection	$50
3rd Inspection	$100
4th Inspection or additional inspections	$200

General Conditions

8. In accordance with Section 501(2) of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule A.

9. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

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

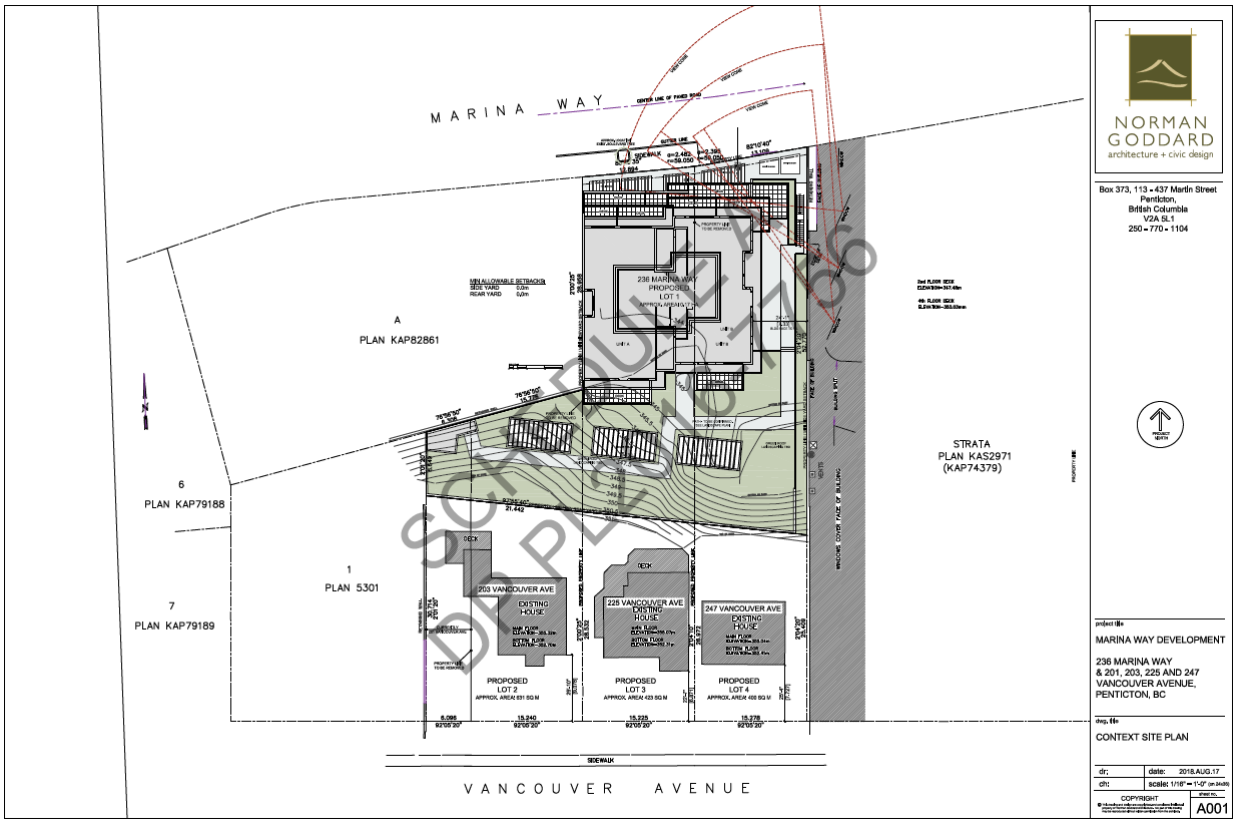
11. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.

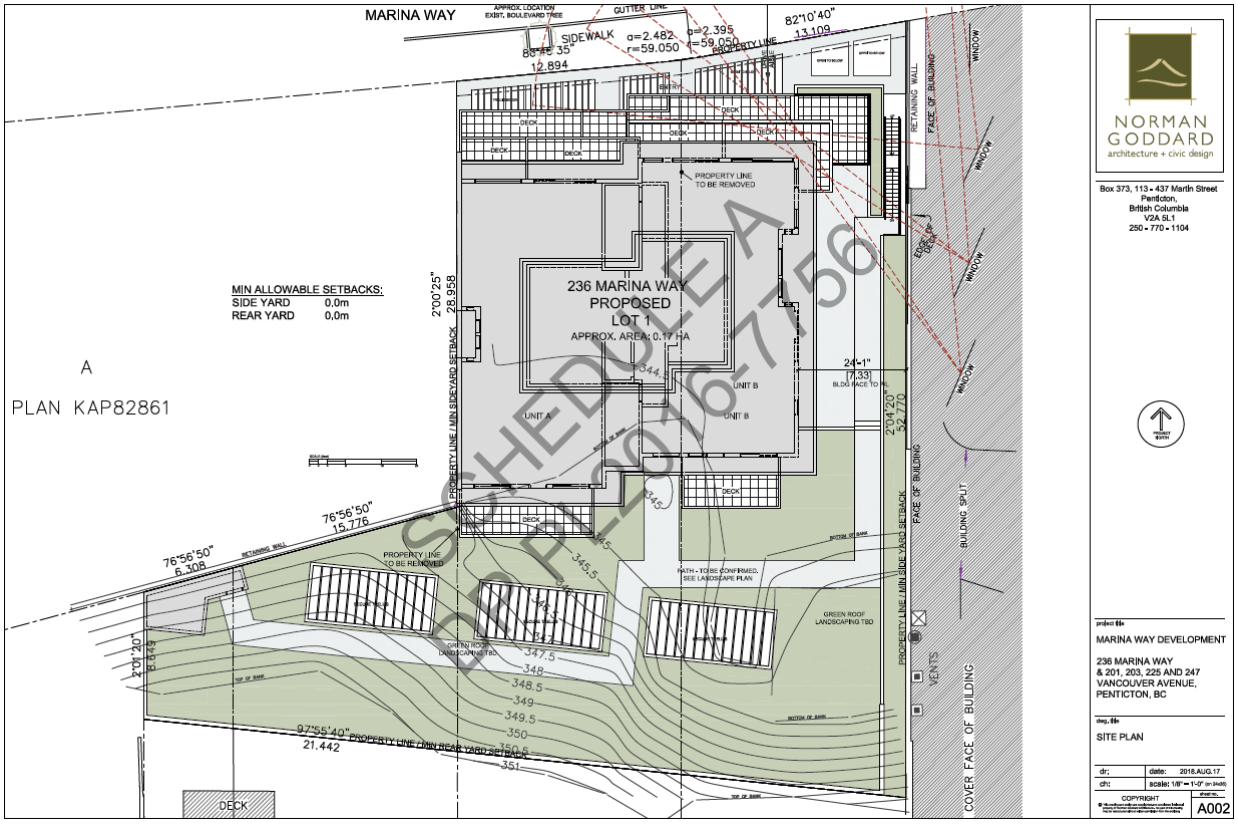
12. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

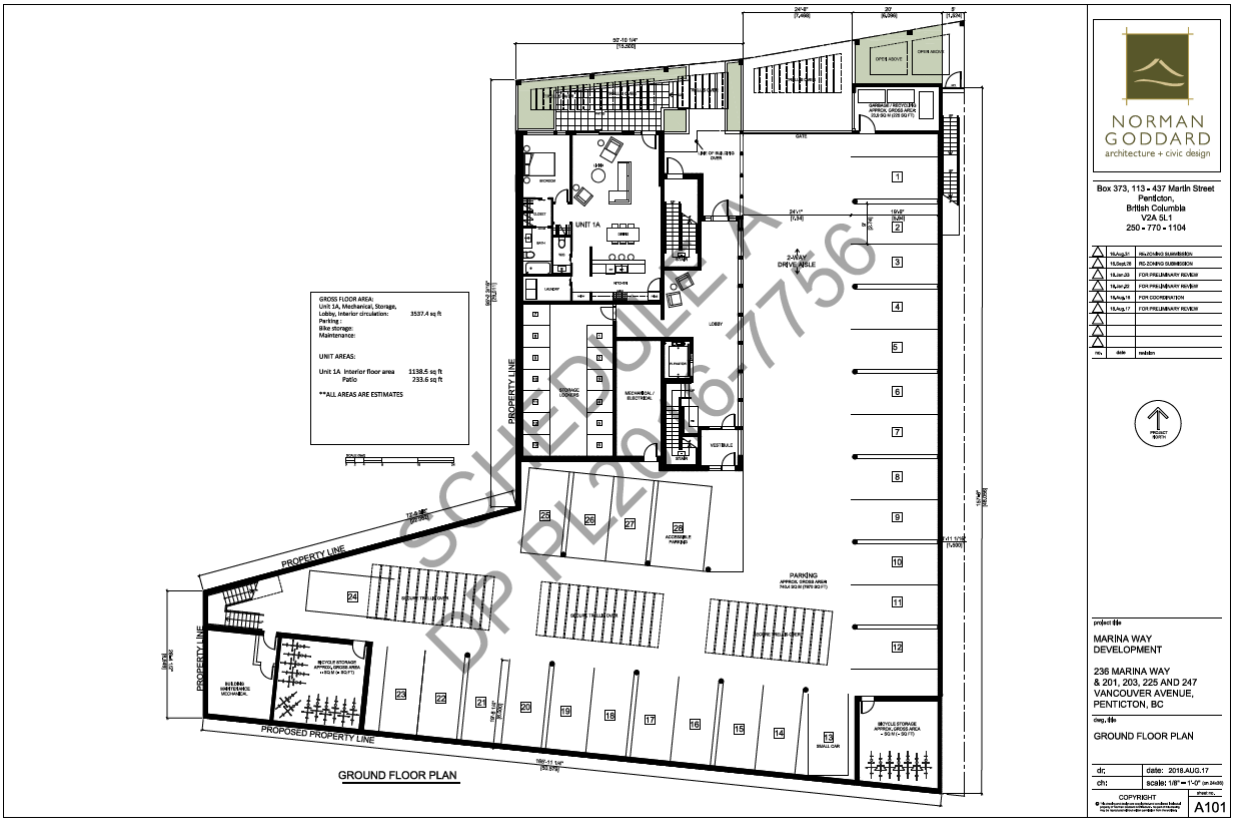
Authorized by City Council, the _____ day of _____, 20

Issued this _____ day of _____, 20

_____
Dana Schmidt,
Corporate Officer


MARINA WAY
A
PLAN KAP82861
6
PLAN KAP79188
1
PLAN 5301
7
PLAN KAP79189
STRATA
PLAN KAS2971
(KAP74379)
236 MARINA WAY
PROPOSED
LOT 1
203 VANCOUVER AVE
EXISTING
HOUSE
225 VANCOUVER AVE
EXISTING
HOUSE
247 VANCOUVER AVE
EXISTING
HOUSE
PROPOSED
LOT 2
PROPOSED
LOT 3
PROPOSED
LOT 4
VANCOUVER AVENUE
SCHEDULE A
DP-2016-1756
NORMAN
GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 - 770 - 1104
MARINA WAY DEVELOPMENT
236 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC
CONTEXT SITE PLAN
dr:
date: 2018.AUG.17
ch:
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A001


MARINA WAY
SIDEWALK
PROPERTY LINE
MIN ALLOWABLE SETBACKS:
SIDE YARD 0,0m
REAR YARD 0,0m
236 MARINA WAY
PROPOSED
LOT 1
APPROX. AREA: 0.17 HA
A
PLAN KAP82861
PROPERTY LINE TO BE REMOVED
PROPERTY LINE TO BE REMOVED
PROPERTY LINE / MIN SIDEYARD SETBACK
PROPERTY LINE / MIN REAR YARD SETBACK
RETAINING WALL
FACE OF BUILDING
BUILDING SPLIT
COVER FACE OF BULDING
VENTS
GREEN ROOF
LANDSCAPING TBD
PATH - TO BE CONFIRMED,
SEE LANDSCAPE PLAN
DECK
UNIT A
UNIT B
UNIT B
WINDOW
SCHEDULE A
DP-2016-1756
NORMAN
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MARINA WAY DEVELOPMENT
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& 201, 203, 225 AND 247
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SITE PLAN
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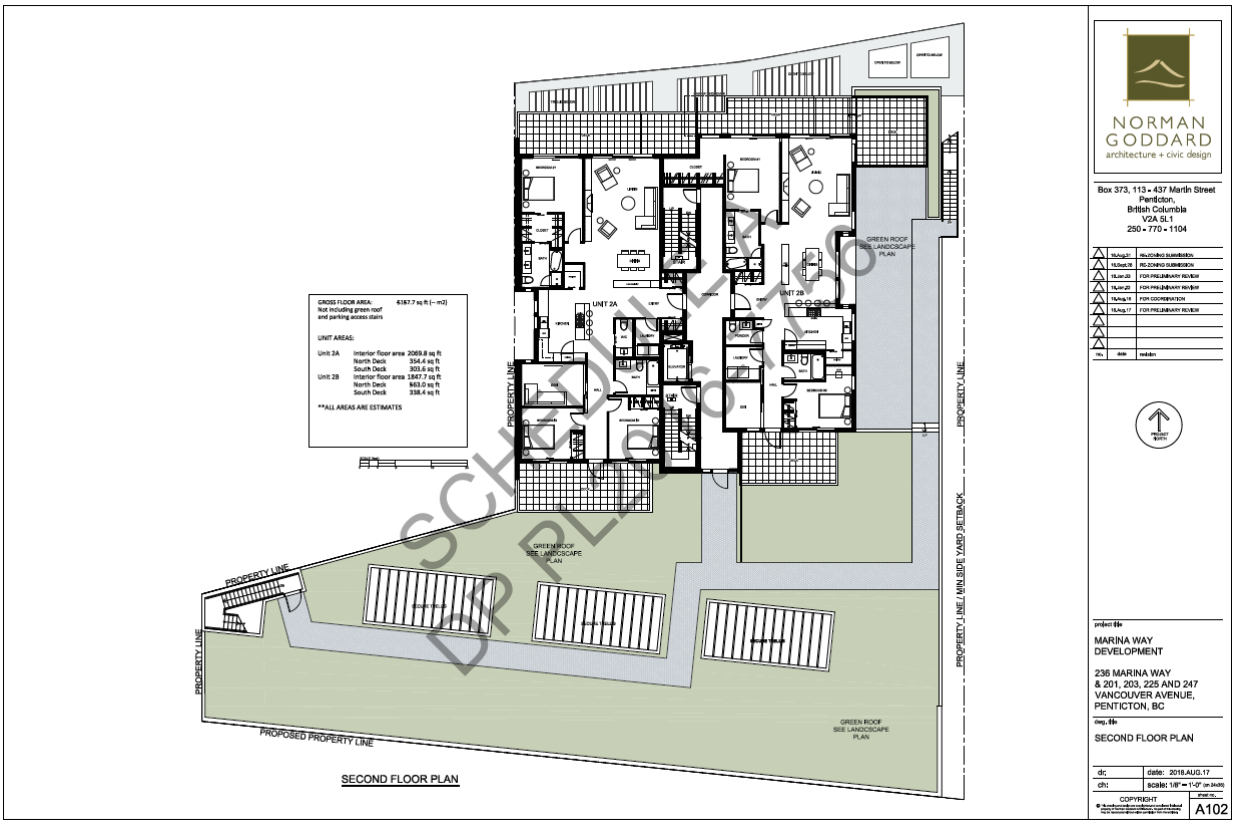
NORMAN GODDARD
architecture + civic design
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Penticton,
British Columbia
V2A 5L1
250 - 770 - 1104

19/Aug/31	REZONING SUBMISSION
19/Oct/15	RE-ZONING SUBMISSION
18/Jun/20	FOR PRELIMINARY REVIEW
18/Jun/20	FOR PRELIMINARY REVIEW
18/Aug/14	FOR COORDINATION
18/Aug/17	FOR PRELIMINARY REVIEW

project title
MARINA WAY DEVELOPMENT
236 MARINA WAY & 201, 203, 225 AND 247 VANCOUVER AVENUE, PENTICTON, BC
drwg. title
GROUND FLOOR PLAN

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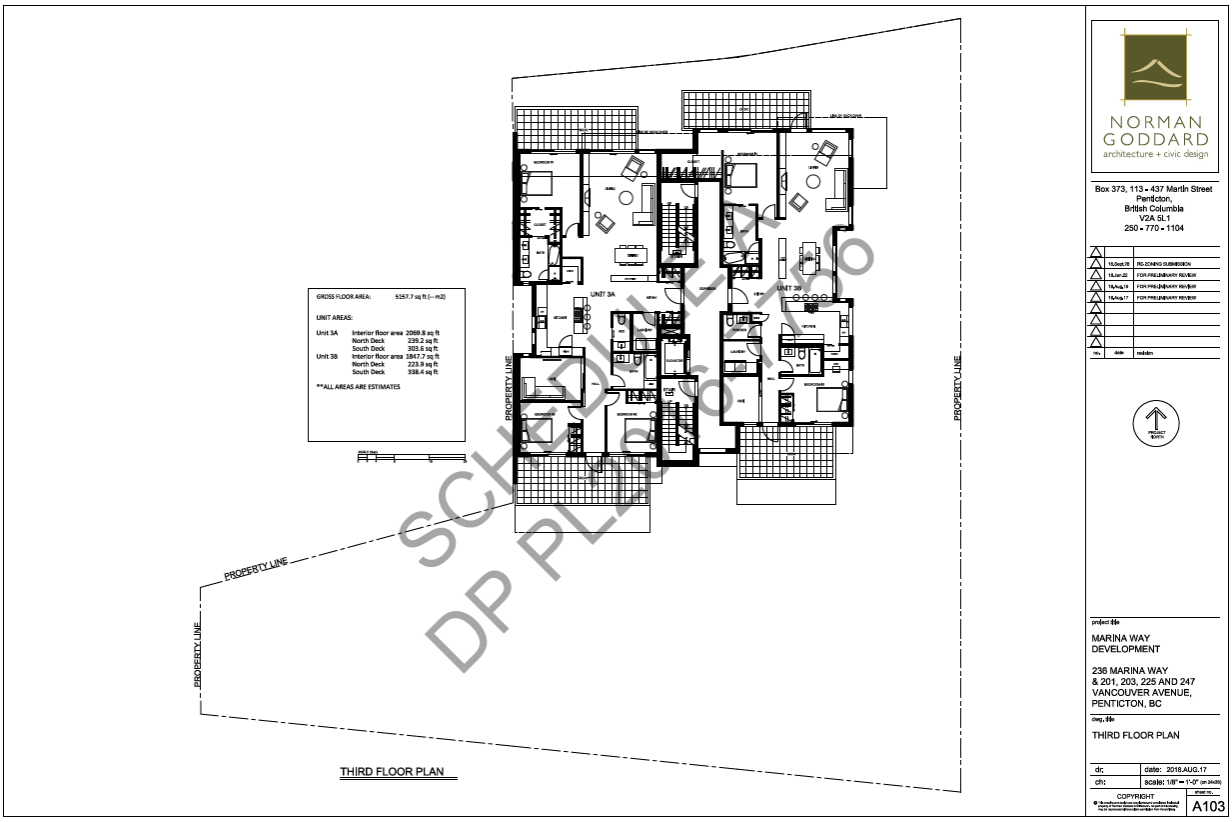
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British Columbia
V2A 5L1
250 - 770 - 1104

19/Aug/31	REZONING SUBMISSION
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18/Aug/14	FOR COORDINATION
18/Aug/17	FOR PRELIMINARY REVIEW

project title
MARINA WAY DEVELOPMENT
236 MARINA WAY & 201, 203, 225 AND 247 VANCOUVER AVENUE, PENTICTON, BC
drwg. title
SECOND FLOOR PLAN

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1	18.Dec.28	RE-ZONING SUBMISSION
2	18.Jan.22	FOR PRELIMINARY REVIEW
3	18.Aug.14	FOR PRELIMINARY REVIEW
4	18.Aug.17	FOR PRELIMINARY REVIEW

project title
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DEVELOPMENT

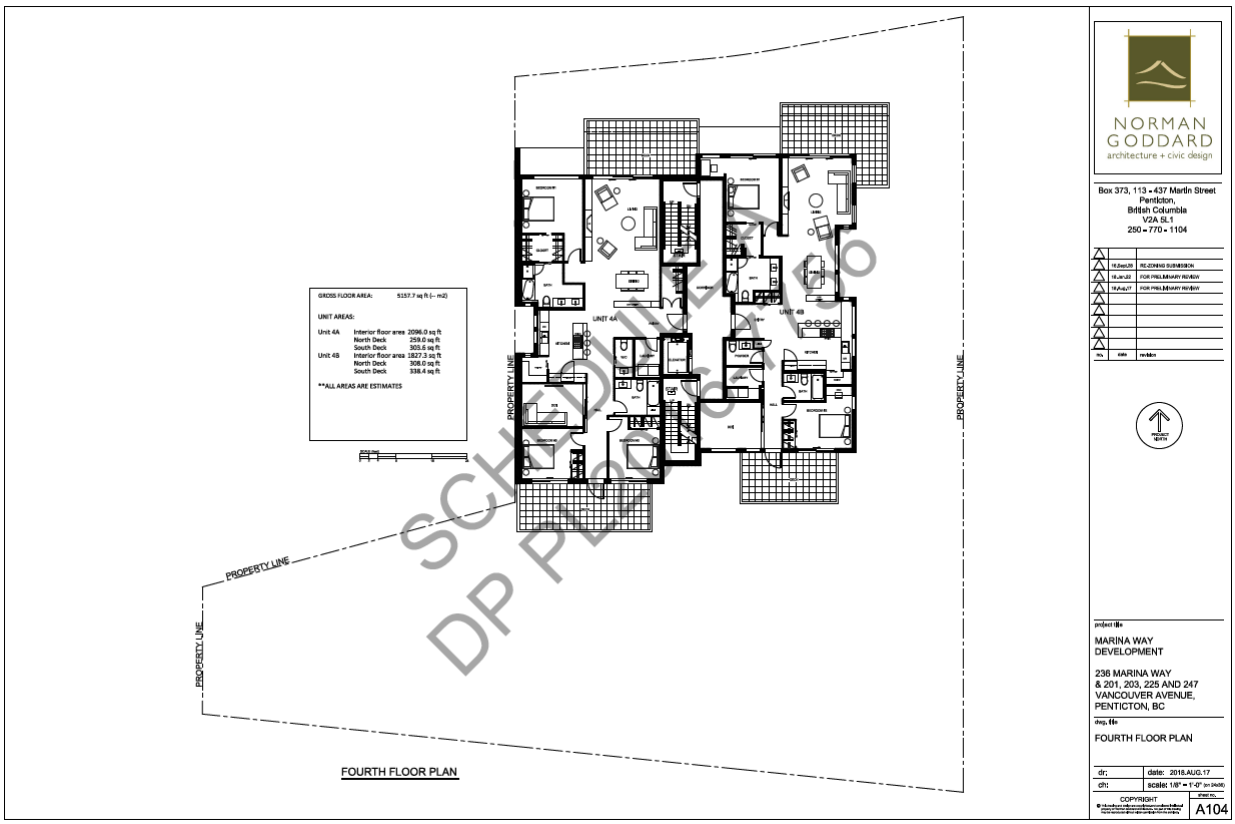
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& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC

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THIRD FLOOR PLAN

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2	18.Jan.22	FOR PRELIMINARY REVIEW
3	18.Aug.17	FOR PRELIMINARY REVIEW

project title
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DEVELOPMENT

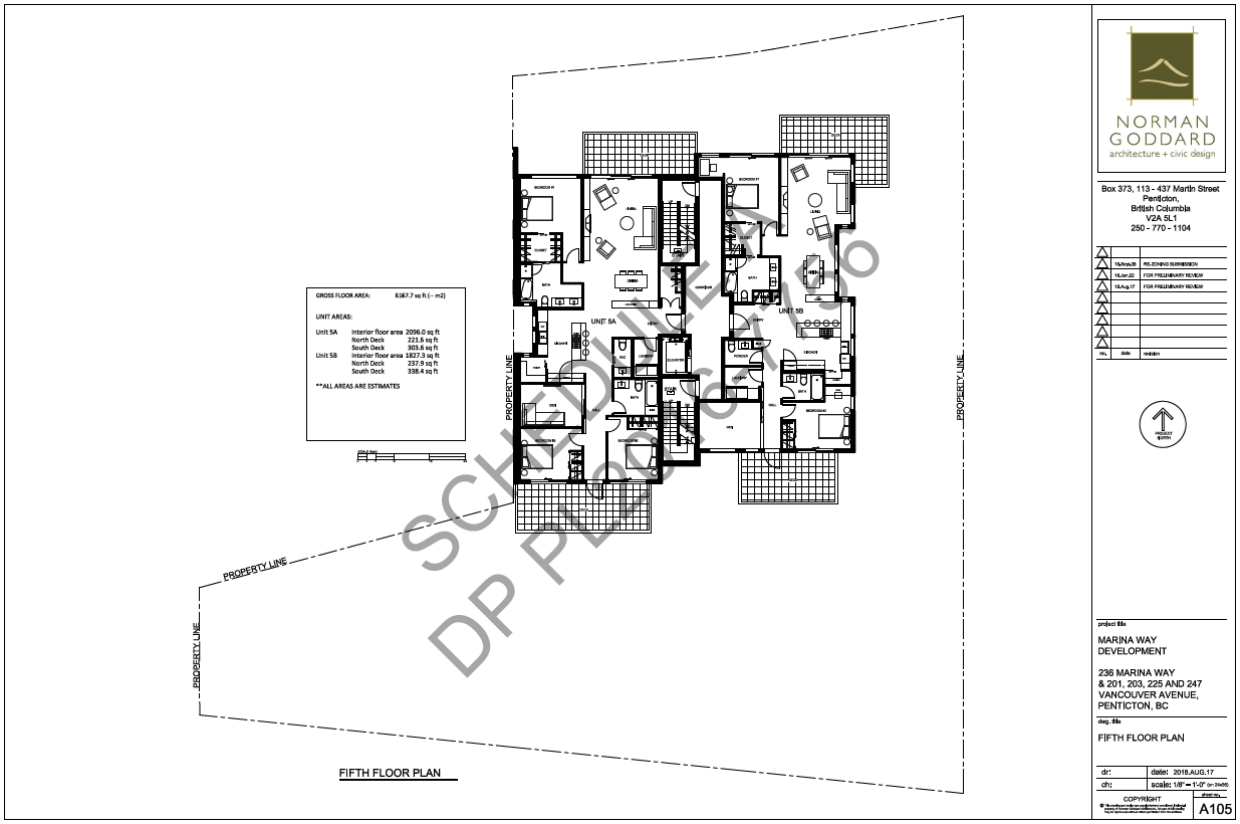
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& 201, 203, 225 AND 247
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PENTICTON, BC

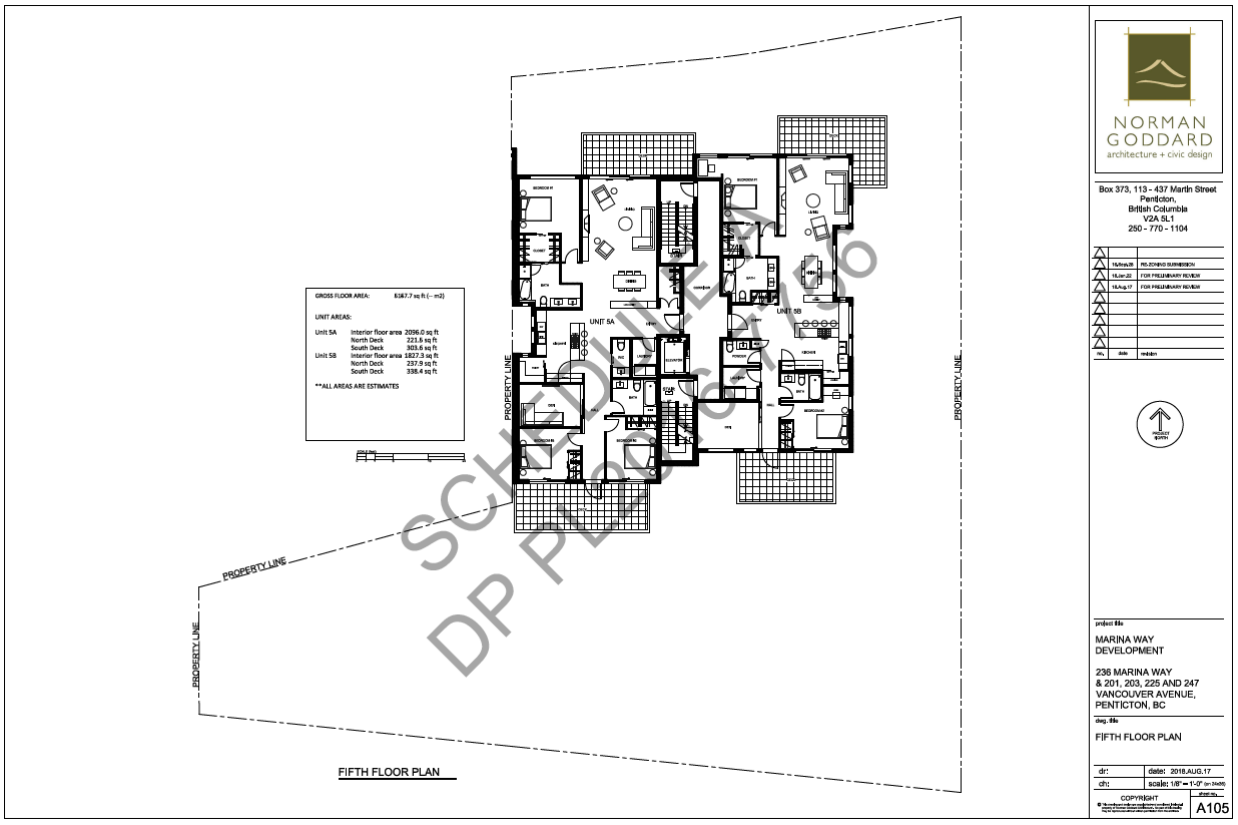
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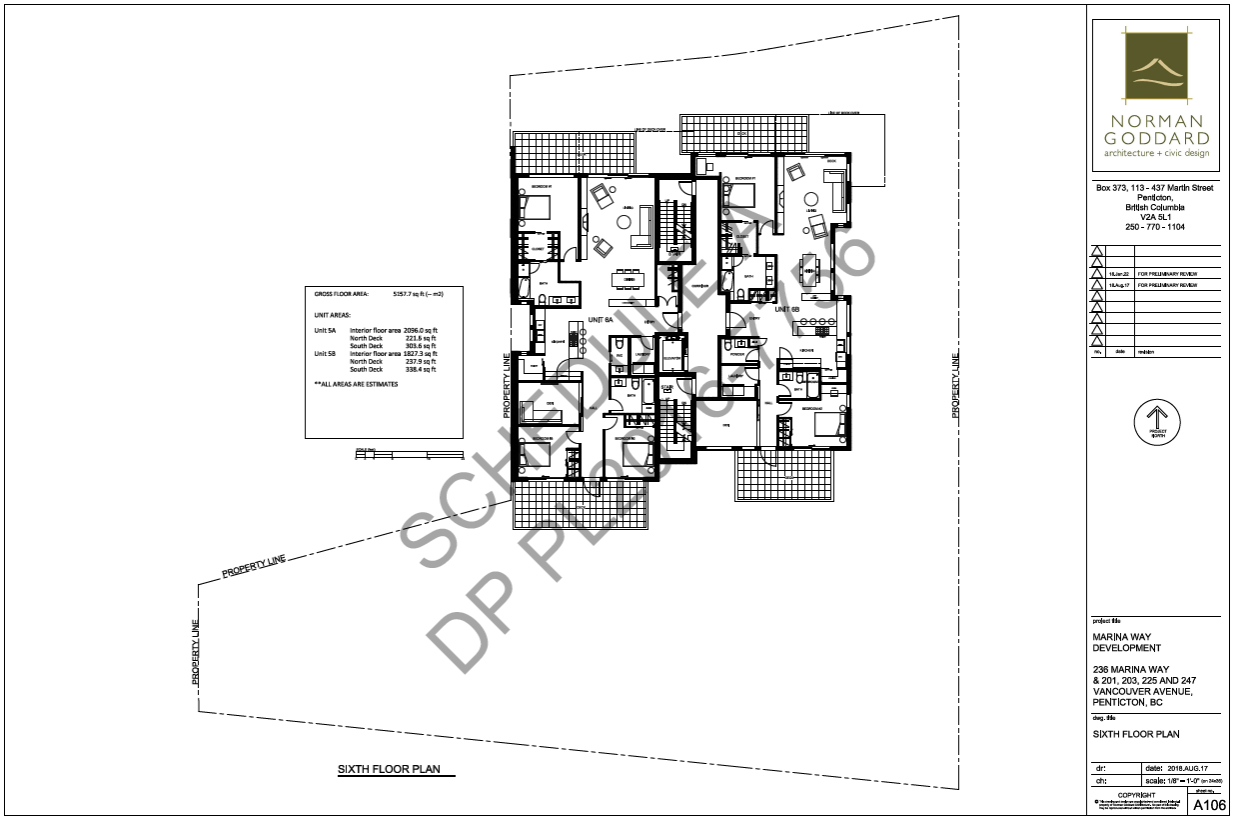
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drwg no. A104


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UNIT AREAS:
Unit 5A Interior floor area 2096.0 sq ft
North Deck 221.6 sq ft
South Deck 303.6 sq ft
Unit 5B Interior floor area 1827.3 sq ft
North Deck 237.9 sq ft
South Deck 338.4 sq ft
**ALL AREAS ARE ESTIMATES
UNIT 5A
UNIT 5B
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
FIFTH FLOOR PLAN
SCHEDULE A
DP PL2016-7336
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MARINA WAY DEVELOPMENT
236 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC
FIFTH FLOOR PLAN
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GROSS FLOOR AREA: 8367.7 sq ft (~ m2)
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Unit 5A Interior floor area 2096.0 sq ft
North Deck 221.6 sq ft
South Deck 303.6 sq ft
Unit 5B Interior floor area 1827.3 sq ft
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**ALL AREAS ARE ESTIMATES
UNIT 5A
UNIT 5B
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
FIFTH FLOOR PLAN
SCHEDULE A
DP PL2016-7336
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& 201, 203, 225 AND 247
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FIFTH FLOOR PLAN
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	18.Aug.17	FOR PRELIMINARY REVIEW

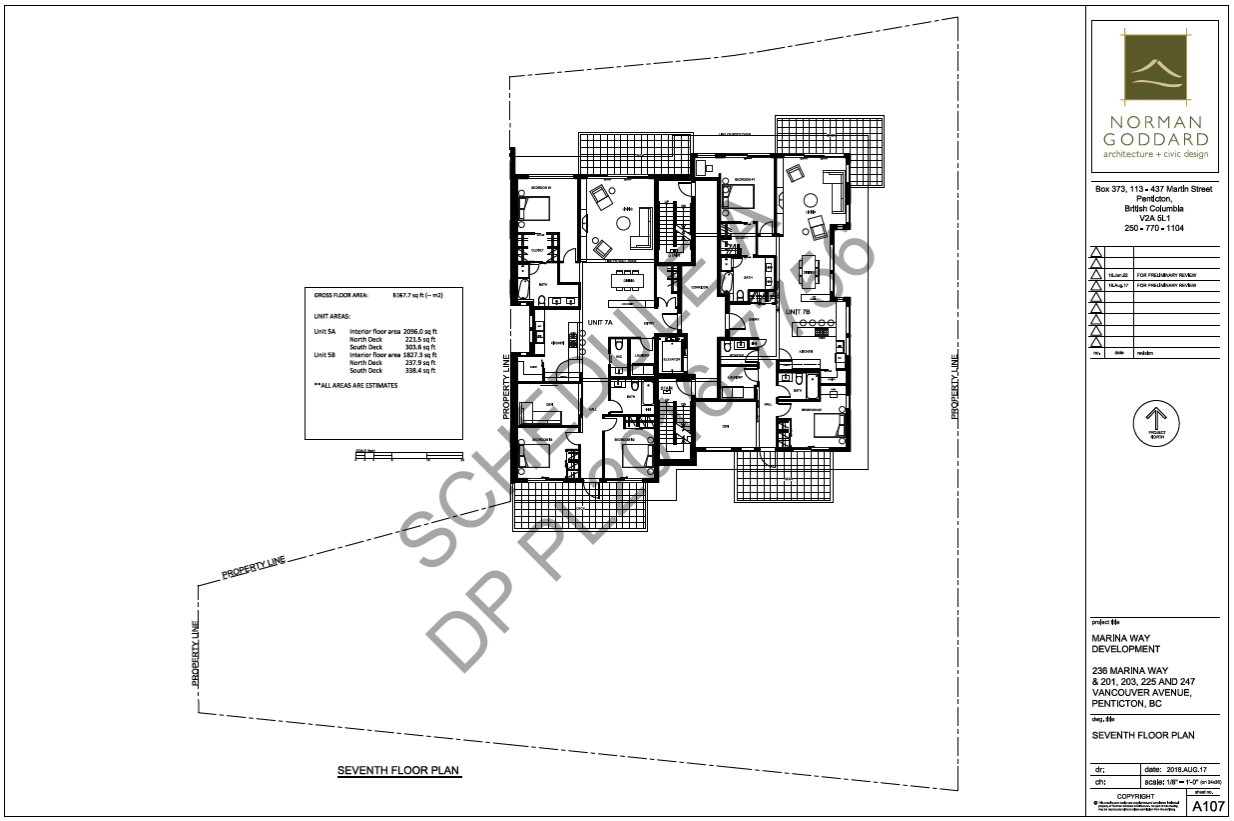
project title
MARINA WAY
DEVELOPMENT

238 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC

dwg. title
SIXTH FLOOR PLAN

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no.	date	revision
	18.Jan.22	FOR PRELIMINARY REVIEW
	18.Aug.17	FOR PRELIMINARY REVIEW

project title
MARINA WAY
DEVELOPMENT

238 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC

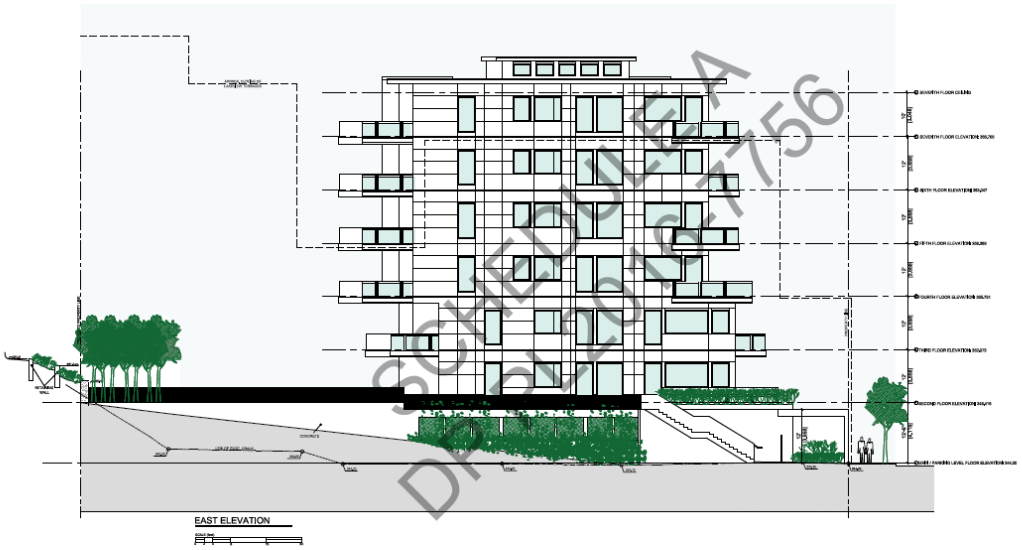
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SEVENTH FLOOR PLAN

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SEVENTH FLOOR CEILING
SEVENTH FLOOR ELEVATION: 366.705
SIXTH FLOOR ELEVATION: 363.047
FIFTH FLOOR ELEVATION: 359.389
FOURTH FLOOR ELEVATION: 355.731
METAL TRELLIS
METAL PANEL CLADDING
THIRD FLOOR ELEVATION: 352.073
SECOND FLOOR ELEVATION: 348.415
MAIN / PARKING LEVEL FLOOR ELEVATION: 344.30
APPROX. OUTLINE OF LANDVIEW TERRACES AT FRONT PROPERTY LINE
PROPERTY LINE
NORTH ELEVATION
SCALE (feet)
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 - 770 - 1104
project title
MARINA WAY
DEVELOPMENT
236 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC
dwg. title
NORTH ELEVATION
dr:
date: 2018.AUG.17
ch:
scale: 3/16" = 1'-0"
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SCHEDULE A
RDP-2016-7756


SEVENTH FLOOR CEILING
SEVENTH FLOOR ELEVATION: 366.705
SIXTH FLOOR ELEVATION: 363.047
FIFTH FLOOR ELEVATION: 359.389
FOURTH FLOOR ELEVATION: 355.731
THIRD FLOOR ELEVATION: 352.073
SECOND FLOOR ELEVATION: 348.415
MAIN / PARKING LEVEL FLOOR ELEVATION: 344.30
PARKING LEVEL
APPROX. OUTLINE OF LANDVIEW TERRACES
PROPERTY LINE
SOUTH ELEVATION / SECTION
SCALE (feet)
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 - 770 - 1104
project title
MARINA WAY
DEVELOPMENT
236 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC
dwg. title
SOUTH ELEVATION
dr:
date: 2018.AUG.16
ch:
scale: 3/16" = 1'-0"
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A301
SCHEDULE A
RDP-2016-7756



SCHEDULE A
DP PL2016-7756

NORMAN GODDARD
architecture + civic design

Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 - 770 - 1104

project title
MARINA WAY
DEVELOPMENT

236 MARINA WAY
& 201, 203, 225 AND 247
VANCOUVER AVENUE,
PENTICTON, BC

dwg. title
EAST ELEVATION

dr:	date: 2018.AUG.17
ch:	scale: 1/8" = 1'-0" (on 24x36)

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A302



SCHEDULE A
DP PL2016-7756

NORMAN GODDARD
architecture + civic design

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A303

Attachment E
Draft Development Variance Permit

City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Variance Permit

Permit Number:

Name
Address I
Address II

Conditions of Permit

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

2. This permit applies to:

   Legal: tbd
   Civic: 225 and 247 Vancouver Avenue
   PID: tbd

3. This permit has been issued in accordance with Section 498 of the *Local Government Act*, to vary Section 11.9.2.2 of Zoning Bylaw 2017-08 reducing the permitted lot area of Proposed Lots 3 and 4 from a minimum lot area of 550m2 to a minimum lot area of 400m2, as shown in the plans attached in Schedule A.

General Conditions

4. In accordance with Section 501 of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule A.

5. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

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

7. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.

8. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

Authorized by City Council, the _____ day of _____, 2018

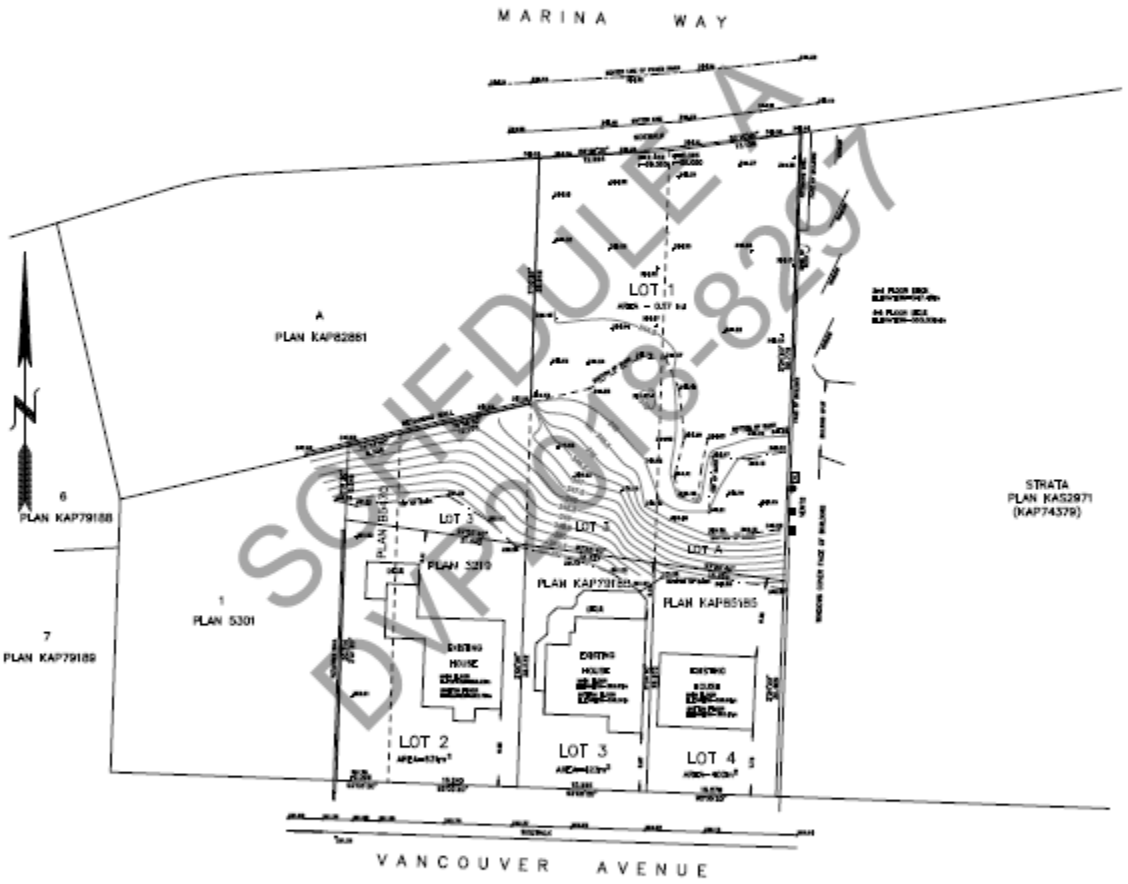
Development Variance Permit PL
Issued this _____ day of _____, 2018

_____
Dana Schmidt,
Corporate Officer

SKETCH PLAN SHOWING PROPOSED SUBDIVISION AND CERTAIN FEATURES OF:

1) LOT A, DL 202, SDYD, PLAN KAP85185
2) LOT 3, DL 202, SDYD, PLAN KAP79185
3) LOT 3, DL 202, SDYD, PLAN 3219
4) THAT PART OF LOT 1, SHOWN ON PLAN 85470, DL 202, SDYD, PLAN 3218

SCALE 1:250



SCHEDULE A
DVP 2019-8297

LEGEND

SPOT ELEVATION
CONTOUR ELEVATION
INTAKE VENT
VENT PIPE
VENT

The Corporation of the City of Penticton

Bylaw No. 2018-49

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

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 "Zoning Amendment Bylaw No. 2018-49".

2. **Amendment:**

Zoning Bylaw 2017-08 is hereby amended as follows:

2.1 Rezone That Part of Lot 1, Shown on Plan B5470, District Lot 202, Similkameen Division Yale District, Plan 3218, located at 201 Vancouver Avenue, as shown on Schedule 'A' of this bylaw from RD2 (Duplex Housing: Lane) to C9 (Marina Way Commercial).

2.2 Rezone Lot 3, District Lot 202, Similkameen Division Yale District, Plan 3219, located at 203 Vancouver Avenue, as shown on Schedule 'A' of this bylaw from RD2 (Duplex Housing: Lane) to C9 (Marina Way Commercial).

2.3 Rezone Lot A, District Lot 202, Similkameen Division Yale District, Plan KAP85185, located at 247 Vancouver Avenue and 236 Marina Way, as shown on Schedule 'A' of this bylaw from CT1 (Tourist Commercial) and RD2 (Duplex Housing: Lane) to C9 (Marina Way Commercial).

2.4 Zoning Bylaw 2017-08 is hereby amended by adding the following site specific provisions to section 11.9.4:

.1 In the case of Proposed Lots 2, 3 and 4 located at 203, 225 and 247 Vancouver Avenue, single detached housing is a permitted use as identified on Schedule 'B' of this bylaw.

2.5 Schedule 'A' and Schedule 'B' attached hereto forms part of this bylaw.

READ A FIRST time this	3	day of	July, 2018
A PUBLIC HEARING was held this	17	day of	July, 2018
READ A SECOND time this	17	day of	July, 2018
READ A THIRD time this	17	day of	July, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 6 day of July, 2018 and the 11 day of July, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

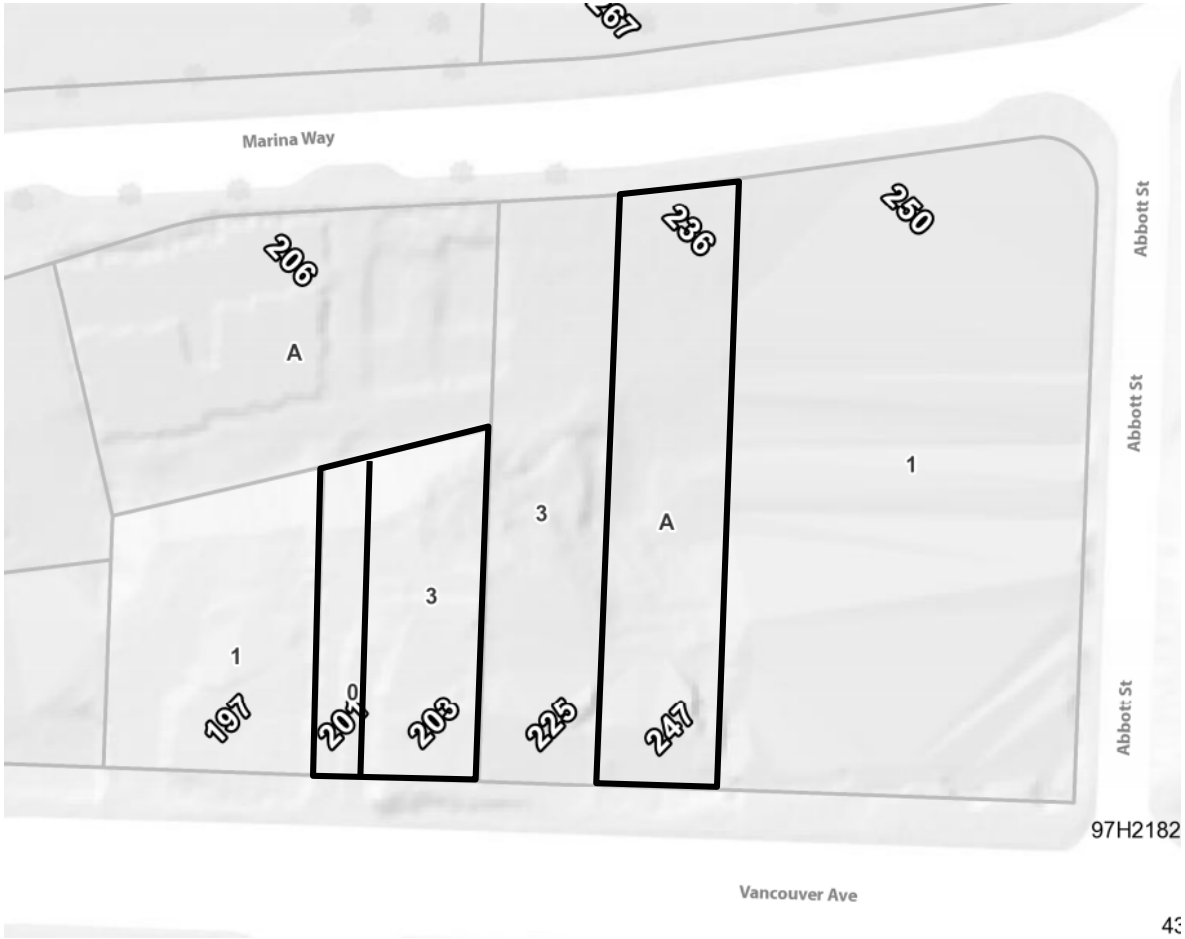
Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Rezone **201 Vancouver Avenue** From RD2 (Duplex Housing: Lane) to C9 (Marina Way Commercial)

Rezone **203 Vancouver Avenue** from RD2 (Duplex Housing: Lane) to C9 (Marina Way Commercial)

Rezone **247 Vancouver Avenue (236 Marina Way)** from CT1 (Tourist Commercial) and RD2 (Duplex Housing: Lane) to C9 (Marina Way Commercial)



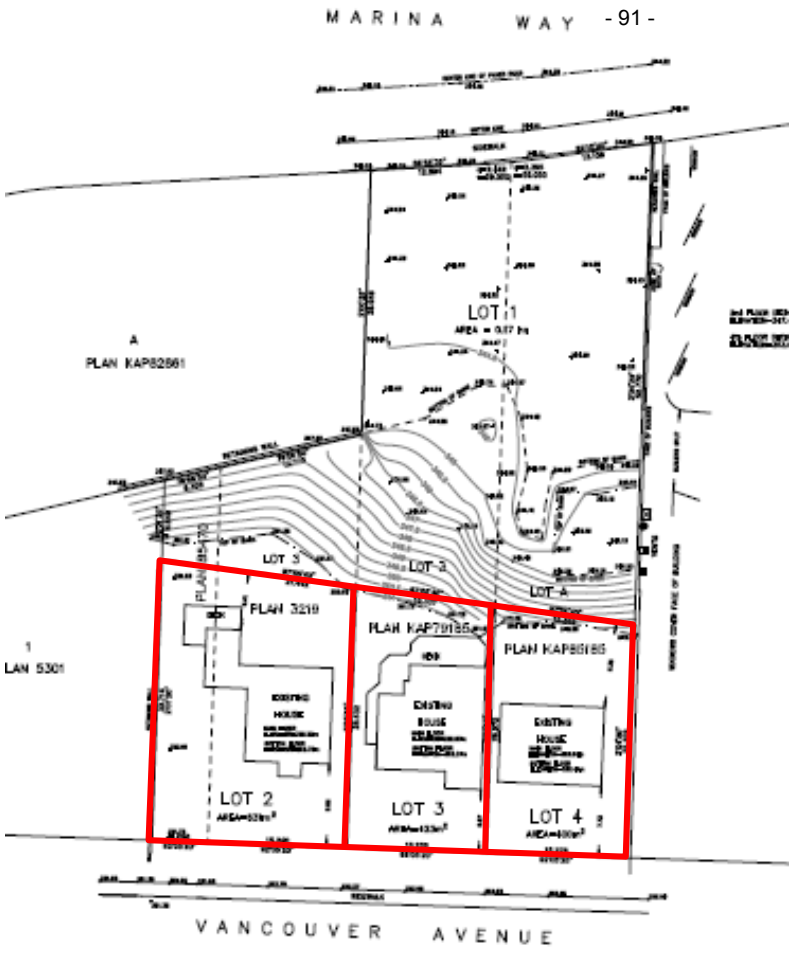
City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-49

Date: _____ **Corporate Officer:** _____

Site Specific Zoning Amendment
(C9-Marina Way Commercial)

To permit a single detached house as a permitted use on:
203 Vancouver Ave (Proposed Lot 2),
225 Vancouver Ave (Proposed Lot 3), and
247 Vancouver Ave (Proposed Lot 4)



City of Penticton – Schedule 'B'

Zoning Amendment Bylaw No. 2018-49

Date: _____ **Corporate Officer:** _____

The Corporation of the City of Penticton

Bylaw No. 2018-59

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

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

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

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

1. **Title:**

This Bylaw may be cited as "Fees and Charges Amendment Bylaw No. 2018-59".

2. **Amendment:**

"Fees and Charges Bylaw No. 2014-07" is amended as follows:

2.1 Delete and replace Administration 2.1 with the following:

"Fees charged by the City of Penticton for applications received, services rendered and goods supplied shall be in accordance with the requirements of Schedule A – Appendices 1 – 31 as attached hereto and forming part of this bylaw."

2.2 Delete and replace the following appendices in their entirety:

- Appendix 1 – Administrative Rates
- Appendix 2 – Dog Control – Dog Kennel, Licence and Penalty Charges
- Appendix 3 – Arena Rates (McLaren)
- Appendix 4 – Building Department Fees
- Appendix 6 – Cemetery
- Appendix 7 – Electric
- Appendix 8 – Equipment Rates
- Appendix 9 – Fire Department
- Appendix 10 – Fitness Room
- Appendix 11 – Garbage Rates
- Appendix 13 – Information Technology
- Appendix 14 – Liquor Licences
- Appendix 15 – Marinas
- Appendix 16 – Meeting Rooms/Activity Spaces
- Appendix 17 – Museum
- Appendix 19 – Parks and Sports Fields
- Appendix 20 – Planning and Development
- Appendix 21 – Pool/Aquatics
- Appendix 24 – Recreation – Miscellaneous
- Appendix 25 – Sewer
- Appendix 28 – Vending Fees
- Appendix 29 – Water
- Appendix 31 – Storm Water Utility

2.3 Appendices 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 19, 20, 21, 24, 25, 28, 29, 31 attached hereto forms part of this bylaw.

READ A FIRST time this	21	day of	August, 2018
READ A SECOND time this	21	day of	August, 2018
READ A THIRD time this	21	day of	August, 2018
ADOPTED this		day of	, 2018

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

SCHEDULE A

TABLE OF APPENDICES

Appendix 1 Administrative Rates

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

Appendix 3 Arena Rates (McLaren)

Appendix 4 Building Department Fees

Appendix 5 Business Licence Fees

Appendix 6 Cemetery

Appendix 7 Electric

Appendix 8 Equipment Rates

Appendix 9 Fire Department

Appendix 10 Fitness Room

Appendix 11 Garbage Rates

Appendix 12 Human Resources

Appendix 13 Information Technology

Appendix 14 Liquor Licences

Appendix 15 Marinas

Appendix 16 Meeting Rooms/Activity Spaces

Appendix 17 Museum

Appendix 18 Parking

Appendix 19 Parks and Sports Fields

Appendix 20 Planning and Development

Appendix 21 Pool/Aquatics

Appendix 22 Public Works

Appendix 23 RCMP

Appendix 24 Recreation - Miscellaneous

Appendix 25 Sewer

Appendix 26 Theatre

Appendix 27 Transit

Appendix 28 Vending Fees

Appendix 29 Water

Appendix 30 Excessive Nuisance Abatement Fee

Appendix 31 Storm Water Utility

Appendix 1

ADMINISTRATIVE RATES	2018	2019
Historical Information Search (per hour, I hour minimum)	$35.00	$37.00
Mortgage Roll Register (hard or electronic copy) - price per folio*	$10.00	$10.00
N.S.F. Cheques	$30.00	$30.00
Manual Tax Search - written*	$30.00	$30.00
Manual Tax Search - verbal*	$10.00	$10.00
Online Tax Search - per tax roll*	$10.00	$10.00
Online Tax Search - per utility account*	$10.00	$10.00
Monthly Billing/Postage Fee for Electric and Water Bills*	$1.00	$1.00
Commercial Freedom of Information Request Minimum Fee (all commerial request except Media)	$20.00	$20.00
Interest rate on Accounts Receivable in arrears	2% per Month	2% per Month

Transferring payments

Account Transfer (first time - fee waived)	$25.00	$25.00
Refund overpayment (excludes final overpaid utility accounts)	$25.00	$25.00

Photocopying (black and white) - per page (letter and legal)*	$0.30	$0.30
Photocopying (black and white) - per page (ledger)*	$0.50	$0.50
Photocopying (colour) - per page (letter and legal)*	$1.00	$1.00
Photocopying (colour) - per page (ledger)*	$1.25	$1.25

*** GST applicable**

Appendix 2

DOG CONTROL - DOG KENNEL, LICENCE AND PENALTY CHARGES	2018	2019
Licence Fee if purchased prior to January 31st		
Unspayed or Unneutered Dog	$62.00*	$62.00*
License fees for new dogs brought into the City after June 30th	50% off the licence fee	50% off the licence fee
Spayed or Neutered Dog (where proof from a veterinarian or sworn declaration is provided)	$31.00	$31.00
Foster Care Dog (where Foster Care Permit is provided)	No Charge	No Charge
Licence Fee Late Charge (puchased after January 31st)		
Unspayed or Unneutered Dog	$72.00	$72.00
Spayed or Neutered Dog (where proof from a veterinarian or sworn declaration is provided)	$41.00	$41.00
Service, Guide or RCMP Dog (where certification is provided)	No Charge	No Charge
Foster Care Dog (where Foster Care Permit is provided)	No Charge	No Charge
Replacement Tag		
Replacement for lost tag for the non-expired period of the current licence year	$5.00	$10.00
Owner holding a valid and current licence from another BC Local Government	$5.00	$10.00
Impoundment of a dog with a valid licence:		
First offence	$25.00	$25.00
Second offence	$50.00	$50.00
Third offence	$75.00	$75.00
Fourth and each subsequent offence	$100.00**	$100.00**
** increasing by $200.00 for each subsequent impoundment		
Impoundment of an aggressive or dangerous dog with a valid licence:		
First offence	$250.00	$250.00
Second offence	$350.00	$350.00
Third offence	$450.00	$450.00
Fourth and each subsequent offence	$500.00***	$500.00***
***increasing by $300.00 for each subsequent impoundment		
Impoundment Maintenance Fee		
Maintenance fee per day or part day of impoundment	$15.00	$20.00
Maintenance fee per day or part day for impoundment of a dangerous dog	$25.00	$30.00

Appendix 2

DOG CONTROL - DOG KENNEL, LICENCE AND PENALTY CHARGES	2018	2019
Disposal Fees		
Euthenasia	$50.00	$60.00
Disposal Fees	$30.00	$35.00
Pick up dog carcass	$25.00	$30.00
Veterinarian Exam/Treatment		
Examination or treatment by a licensed veterinarian	Actual Cost	Actual Cost
Kennel Operation Permits		
Commercial Kennel Operation Permit (includes 2 licence tags)	Requires Business Licence	Requires Business Licence
Hobby Kennel Operation Permit	$10.00	$25.00
Foster Care Permit (includes 2 dog tags)	$10.00	$25.00

Appendix 3

Arena Rates (McLaren)	Effective April 1, 2018	Effective April 1, 2019
Ice in		
Non Profit/Local		
Child/Youth	$87.00	$88.74
Adult	$160.00	$163.20
Non School District 67 Schools*	$43.50	$44.37
Local Private	$162.00	$165.24
Local Commercial	$176.00	$179.52
Non Resident	$165.00	$168.30
Ice Out (Dry Floor)		
Non Profit/Local		
Child/Youth	$35.26	$35.96
Adult	$52.85	$53.91
Non School District 67 Schools*	$17.63	$17.98
Commercial Day Rate (8 hours)	$800/day	$800/day
Local Private	$52.85	$53.91
Local Commercial	$136.98	$139.72
Non Resident	$55.45	$56.56

Appendix 3

Arena Rates (McLaren)	Effective April 1, 2018	Effective April 1, 2019
Admission Rates - Public Skating		
Single Admission		
Preschool	$1.67	$1.70
Child	$2.62	$2.67
Youth	$3.57	$3.64
Adult	$4.29	$4.38
Senior	$3.57	$3.64
Super Senior	$2.62	$2.67
Family	$10.95	$11.17
~~Adult Noon hour skate~~	~~$2.62~~	Remove
Parent & Tot -Adult	$2.62	$2.67
Parent & Tot -preschooler	$1.67	$1.70
Skate Rentals	$3.57	$3.64
Skate Rentals preschooler	$2.62	$2.67
Skate rentals - school	$2.62	$2.67

Appendix 3

Arena Rates (McLaren)	Effective April 1, 2018	Effective April 1, 2019
10 Tickets		
Preschool	$15.03	$15.33
Child	$23.58	$24.05
Youth	$32.13	$32.77
Adult	$38.61	$39.38
Senior	$32.13	$32.77
Super Senior	$23.58	$24.05
Family	$98.55	$100.52
Adult Noon hour skate	$23.58	$24.05
Parent & Tot -Adult	$23.58	$24.05
Parent & Tot -preschooler	$15.03	$15.33

Community Centre/McLaren Arena Meeting Room

Non Profit/Local

Child/Youth	$11.89	$12.13
Adult	$11.89	$12.13
Non School District 67 Schools*	$8.92	$9.10

Local Private	$15.05	$15.35
Local Commercial	$26.33	$26.86
Non-Resident	$37.61	$38.37

Non School District 67 Schools* are defined as grade schools (K-12) located within City of Penticton boundaries and Penticton Indian Band lands. The Non School District 67 Schools rates are applicable during school hours.

Appendix 4

BUILDING DEPARTMENT FEES	2018	2019
Building Application Fees		
A non-refundable deposit is required at time of building permit application (credited towards end of Building Permit Fee)	$175.00	$175.00
$1.00 - $25,000 (Flat Fee)	$175.00	$175.00
$25,000.01 - $500,000	$175.00 + $12.00 per $1,000 of Construction Value	$175.00 + $12.00 per $1,000 of Construction Value
$500,001 and above	$5,875 +$10.00 per $1,000 of Construction Value	$5,875 +$10.00 per $1,000 of Construction Value
Security Deposits		
Foundation Only Permit Security (Complex Buildings only)	$25,000.00	$25,000.00
Relocating a home, including a manufactured home	N/A	$500.00
Temporary Building Permit Security	N/A	the greater of $500.00 or 10% of the value of the temporary building.
Partial Occupancy security	N/A	the greater of $500.00 or 10% of the original value of the building permit fee.
Plumbing Fees		
Minimum application (up to 10 Fixtures - including water/sanitary/storm service replacement)	$75.00	$75.00
Per Fixture thereafter	$10.00	$10.00
For Alteration to an existing system where there are no fixture count changes	$75.00	$75.00
Site Plumbing		
Single and Two family dwellings		
Water service inspection fee per unit	$35.00	$35.00
Sanitary service inspection fee per unit	$35.00	$35.00
Storm service inspection fee per unit	$35.00	$35.00
Combined water and sewer service inspection fee per unit	NA	NA
Combined water, sewer and storm service inspection fee per unit	NA	NA
Water service inspection fee, except single and two family dwellings		
First 15 m, or part thereof, plus	$35.00	$35.00
Each additional 15 m, or part thereof	$25.00	$25.00
Sanitary service inspection fee, except single and two family dwellings		
First 15 m, or part thereof, plus	$35.00	$35.00
Each additional 15 m, or part thereof	$25.00	$25.00
Storm service inspection fee, except single and two family dwellings		
First 15 m, or part thereof, plus	$35.00	$35.00
Each additional 15 m, or part thereof	$25.00	$25.00
Each storm catch basin, sump or oil/grease interceptor	$25.00	$25.00

Appendix 4

BUILDING DEPARTMENT FEES	2018	2019
Sprinkler Permits (Including site works)		
For first ten (10) sprinkler heads	$175.00	$175.00
For each additional sprinkler head	$2.00	$2.00
For each Siamese connection, standpipe, hose cabinet, hose outlet	$25.00	$25.00
First 15 m of underground fire lines of portion thereof, plus	$75.00	$75.00
each additional 15 m of fire lines of portion thereof.	$25.00	$25.00
Each private fire hydrant on private property	$25.00	$25.00
Mechanical Permits (Building)		
New or Replacement of Mechanical System in a Single or Two Family Dwelling	$75.00	$75.00
New installation or replacement of a spray booth or commercial cooking ventilation system	$250.00	$250.00
Demolition Fees		
Removal of Building(s) on a property	$175.00	$175.00
Security Deposit - refunded upon completion of works and confirmation of hazardous material assessment and appropriate disposal of waste	$500.00	$500.00
Security Deposit - pre-utility disconnect agreement- refunded upon completion of works and confirmation of hazardous material assessment and appropriate disposal of waste	$1,000.00	$1,000.00
Locating/Relocating a Building or Structure		
Minimum Fee for relocating/placement of mobile home or accessory structure, plus	$250.00	$250.00
Minimum Fee for relocating/placement of an existing building or manufactured home, plus	$1,000.00	$1,000.00
Additional Building Permit Fee for new work on site for foundations, cribbing, etc.	Calculated as per building application fees above	Calculated as per building application fees above

Appendix 4

BUILDING DEPARTMENT FEES	2018	2019
Permit Reductions and Additional Charges		
Reductions		
Building & Plumbing Permits - Registered Professionals (Complex Buildings)	5% for Registered Coordinating Professional 5% per Registered Professional discipline up to a maximum of 15% (including RPC if used as well as RP)	5% for Registered Coordinating Professional 5% per Registered Professional discipline up to a maximum of 15% (including RPC if used as well as RP)
Building Permits - Registered Professionals (Standard Buildings)	5% for every Registered Professional Discipline up to 10% maximum	10% for every Registered Professional Discipline up to 20% maximum
Plumbing Permit Homeowner Surcharge	$50 or 25% (whichever is greater) surcharge for Single Family new construction and renovation projects completed by home owners	
BC Energy Step Code reduction for residential projects designed and certified to Step 03.		5%
Additional Fees		
Plan Check Fee - For review of revised drawings where more than two plan checks have been submitted or substantial changes to the approved design during construction that requires additional Building Code or Zoning Reviews	$175.00	$100.00
Re-Inspection Penalty	$175.00 where more than two inspections have been called for. Fee must be paid in full prior to any additional inspections or completion certificate granted.	$175.00 where more than two inspections have been called for. Fee must be paid in full prior to any additional inspections or completion certificate granted.
Alternative Building Code Solutions Review	$200.00 per alternate solution or substantial revision to approved alternate solution	$200.00 per alternate solution or substantial revision to approved alternate solution
After hours inspections or permit application review (minimum one hour)	$175.00 for first hour and $75.00 for every subsequent hour	$175.00 for first hour and $75.00 for every subsequent hour
Preliminary Application Reviews - For Stratifications and potential change of use inquiries, file searches and / or site inspections prior to permit applications.	$250.00	$250.00
Earthworks	$250.00	$250.00
Annual Backflow test filing fee per device	$14.45	$14.45
Blasting Permit	$250.00	$250.00

Appendix 4

BUILDING DEPARTMENT FEES	2018	2019
Other Miscellaneous Building Permit Fees		
Permit to install a fireplace/stove or chimney	$175.00	$175.00
Swimming Pool Permit (Private)	$175.00	$175.00
Foundation Permit - Additional Application to above grade Building Permit, plus	$175.00	$176.00
Additional Fee shall be charged based on the estimated cost of construction	Calculated as per Section 1	Calculated as per Section 2
Secondary Suite	$300.00	$300.00
Crane Permits	$175.00	$175.00
Change of Use or Occupancy when a Building Permit is not required	$175.00	$175.00
Permit Extension Fee - when existing Building Permit has expired	$175 or 10% of original permit fee(s), whichever is greater	$100 or 10% of original permit fee(s), whichever is greater
Permit Transfer Fee	$175.00	$100.00
Development Application Refunds Refunds with respect to development application are to be addressed in the following manner: **Building and Plumbing Permit Fee Refund:** Building and or Plumbing Permit application submitted, permit not issued – Upon cancellation of the Building and or Plumbing Permit application, refund Building Permit and or Plumbing Permit fees less an administrative fee of:		
For Single Family, Duplex and smaller developments	$500.00 plus $200.00 for each Alternative Solution requested	$500.00 plus $200.00 for each Alternative Solution requested
For all other larger developments	$1000.00 plus $200.00 for each Alternative Solution Requested	$1000.00 plus $200.00 for each Alternative Solution Requested
Building and or Plumbing Permit issued, no construction started as determined by the Director of Development Services – Upon cancellation of the Building and or Plumbing Permit, refund Building Permit and or Plumbing Permit fees less an administrative fee of:		
For Single Family, Duplex and smaller developments	$750.00 plus $200.00 for each Alternative Solution Requested	$750.00 plus $200.00 for each Alternative Solution Requested
For all other larger developments	$1500.00 plus $200.00 for each Alternative Solution	$1500.00 plus $200.00 for each Alternative Solution
Building and or Plumbing Permit issued, construction started as determined by the Director of Development Services – No refund.		

Appendix 4

BUILDING DEPARTMENT FEES	2018	2019
City infrastructure[1] requirements as part of Building Permit:		
Building permit and/or plumbing permit application submitted, permit not issued – Upon cancellation of the building permit and/or plumbing permit application refund City infrastructure costs paid by the developer less an administrative fee of:		
For Single Family, Duplex and smaller developments	$470.00	$470.00
For all other larger developments	$990.00	$990.00
Building permit and/or plumbing permit issued, construction not started as determined by the Director of Development Services and the City infrastructure has not been installed – Upon cancellation of the building permit and or plumbing permit refund City infrastructure costs paid by the developer less an administrative fee of:		
For Single Family, Duplex Triplex and smaller developments	$470.00	$470.00
For all other larger developments	$990.00	$990.00
Building permit and/or plumbing permit issued, construction not started as determined by the Director of Development Services and the City infrastructure has been installed – No refund.	No Refund	No Refund
Building permit and/or plumbing permit issued, construction started as determined by the Director of Development Services and the City infrastructure has not been installed – The person seeking a refund must make a submission for a refund in the prescribed form to the Director of Development Services or the designate who will prepare a report for Council's consideration.	Council consideration	Council consideration
Council will consider the matter and may by resolution: a. authorize the density bonus refund subject to conditions as; or b. refuse the request for a density bonus refund; c. refer the matter to staff or a future Council meeting; or d. such other determination as Council may direct. As a requirement of any density bonus refund the development permit and building permit must be cancelled and the development Permit must be discharged from the title of the lands.		
Admin. Fee for Single Family, Duplex, Triplex and small Development	$470.00	$470.00
For all larger Developments will be held	$990.00	$990.00
Building permit and/or plumbing permit issued, construction started as determined by the Director of Development Services and the City infrastructure has been installed.	No Refund	No Refund

Notes:

1. City Infrastructure is defined as:

a. Any items related to the City of Penticton water, sanitary, storm system including main line pipe, appurtenances, services etc.
b. Any items related to roads, sidewalks, curb, gutter, signs etc.

Appendix 4

BUILDING DEPARTMENT FEES	2018	2019
Sidewalk Uses		
Type 1 Sidewalk Café- Annual Fee	$300.00	$300.00
Type 2 Sidewalk Café - Annual Fee	$300.00	$300.00
For each parking space or portion thereof occupied by a temporary sidewalk café - Annual Fee	$200.00	$200.00
Sidewalk Sales Area or sidewalk seating area - (maximum of 2 tables and 8 seats)	$100.00	$100.00
Martin Street and Westminster Avenue Revitalization Project Area - Storefront sales/seating	$100.00	$100.00
Martin Street and Westminster Avenue Revitalization Project Area - Storefront Café	$300.00	$300.00
Main Street Revitalization Project Area - Storefront Sales/Seating (100 & 200 blocks)	n/c to 2019	n/c to 2019
Main Street Revitalization Project Area - Storefront Café (100 and 200 blocks)	n/c to 2019	n/c to 2019
Main Street Revitalization Project Area - Storefront Sales/Seating (300 block)		n/c to 2022
Main Street Revitalization Project Area - Storefront Café (300 block)		n/c to 2022

VACANT BUILDING REGISTRATION FEES

Fee for special safety inspection prior to registration permit	$500.00	$500.00
Fee for subsequent inspections not related to Vacant Building Registration Permit	$175.00 per inspection	$175.00 per inspection
Fee for Vacant Building Registration Permit (12 months maximum) for each building or structure located on a single and two family zoned properties	$1,500.00	$2,500.00
Fee for Vacant Building Registration Permit (24 months maximum) for each building or structure located on all other zoned properties.	$3,500.00	$5,000.00
Fee for additional Vacant Building Registration (12 month maximum)	$1,500.00	$2,500.00
Attendance by City of Penticton Fire Services	Actual costs incurred by the City for related labour, materials and equipment	Actual costs incurred by the City for related labour, materials and equipment
Refund	75% of Vacant Building Permit Fee may be refunded if it is remediated or demolished within first six (6) months of registration.	75% of Vacant Building Permit Fee may be refunded if it is remediated or demolished within first six (6) months of registration.

Appendix 6

CEMETERY	Effective May 1, 2018	2019
Grave Space		
Standard Size Plot - Flat Marker Section		
Residents (including Care Fund contribution of 25%)	$1,352	$1,393
Non-Residents (including Care Fund contribution of 25%)	$1,825	$1,881
Standard Size Plot - Up-Right Marker Section		
Residents (including Care Fund contribution of 25%)	$2,028	$2,028
Non-Residents (including Care Fund contribution of 25%)	$2,738	$2,738
Small Size Plot (includes infants less than 2 years) - Flat Marker Section		
Residents (including Care Fund contribution of 25%)	$441	$454
Non-Residents (including Care Fund contribution of 25%)	$595	$613
Small Size Plot (includes infants less than 2 years) - Up-Right Marker Section		
Residents (including Care Fund contribution of 25%)	$662	$662
Non-Residents (including Care Fund contribution of 25%)	$893	$893
Cremation Size Plot - Flat Marker Section		
Residents (including Care Fund contribution of 25%)	$434	$447
Non-Residents (including Care Fund contribution of 25%)	$586	$603
Cremation Size Plot - Up-Right Marker Section		
Residents (including Care Fund contribution of 25%)	$651	$651
Non-Residents (including Care Fund contribution of 25%)	$879	$879
Green Burial Plot		
Residents (including Care Fund contribution of 25%)	$1,352	$1,393
Non-Residents (including Care Fund contribution of 25%)	$1,825	$1,881
Family Estate Plot - Traditional In-ground		
Residents (including Care Fund contribution of 25%)	$29,000	$29,000
Non-Residents (including Care Fund contribution of 25%)	$39,150	$39,150
Family Estate Plot - Cremation		
Residents (including Care Fund contribution of 25%)	$2,300	$2,300

Appendix 6

CEMETERY	Effective May 1, 2018	2019
Non-Residents (including Care Fund contribution of 25%)	$3,105	$3,105

Any plots reserved as per The Corporation of the City of Penticton Cemetery Management Bylaw No. 2010-09, may be bought back by the Corporation at 80% of the purchase price.

Services Internment

Standard size - Traditional In-ground or Green Burial - First Interment per Plot	$1,386	$1,428
Standard size - Traditional In-ground or Green Burial - Second Interment	$947	$975
Small size	$470	$484
Infant under 2 years	$470	$484
Cremation size	$294	$303
Green Burial - Memorialization - Name and Dates etched into communal marker stone (optional)	$225	$225

Opening and Closing Grave for Exhumation

Standard size	$1,797	$1,851
Small size	$723	$745
Infant under 2 years	$723	$745
Cremation size	$381	$392

~~Extra Deep to Permit Second Burial in Same Grave~~	~~N/A~~	

Less than 24 Hours Notice – Charge	$240	$240

Installation of Memorials (each time) - including care fund contribution of 25%	$272	$280
Reset Fee	$184	$190

Reservation of Side by Side Graves for Extended Family

One time Administration Fee	$73	$75
Annual Reservation Fee	$27	$28

Fairview Internment

Fairview Cemetery Fee	$366	$377

Goods

Grave Liners – Regular	$490	$490
Grave Liners – Child	$207	$207
Concrete Slab for Lanterns	$207	$207

Appendix 6

CEMETERY	Effective May 1, 2018	2019

Columbarium

Resident

Level I	$3,150	$3,150
Level II	$3,045	$3,045
Level III	$2,940	$2,940

Non-Resident

Level I	$4,253	$4,253
Level II	$4,111	$4,111
Level III	$3,969	$3,969

The rates include a one-time opening/closing rate, and initial engraving

Care Fund Per Niche Sold

Columbarium	$368	$379
Marker	$26	$26

Other Charges

Additional Opening/closing (includes 2nd engraving)	$293	$302
Niche Flower Vase	$81	$81
Exhumation	$322	$332
Overtime	$424	$424

Mausoleum

Basic Rate per unit

Resident

Level I	$19,110	$19,110
Level II	$18,375	$18,375
Level III	$17,640	$17,640

Non-Resident

Level I	$25,799	$25,799
Level II	$24,806	$24,806
Level III	$23,814	$23,814

The rates include a one-time opening/closing rate, and initial engraving

Appendix 6

CEMETERY	Effective May 1, 2018	2019
Care Fund Per Unit Sold		
Columbarium	$368	$379
Marker	$26	$26
Opening and Closing for Exhumation		
Level I , II and III	$1,758	$1,758
Ossuary / Scattering Garden and Memorial		
Basic Rate per Unit:		
Ossuary - Resident	$439	$439
Ossuary - Non-resident	$593	$593
Bronze Memorial Wall Name Plaque	$325	$325

Lakeview Cemetery – Cost of Saturday burials is the same as on weekdays

Fairview Cemetery – cost of Saturday burials is subject to additional labour charges

No Sunday or Statutory Holiday Burials

Appendix 7

ELECTRIC	2018	2019
Utility Administration Rates		
Utility credit references (current or recent account)	$16.50	$17.00
Archived account	$29.00	$30.00
Utility account history	$16.50	$17.00
Interest rate on delinquent utility accounts	10% per annum	10% per annum
Special electric meter reading	$36.25	$41.50
Special electric meter inspection fee	$36.25	$41.50
~~Postage/Printing Fee (per invoice)~~	**Remove, in Appendix 1	
AMR OPT OUT		
AMR Opt Out manual electric meter reading for an individual meter	$19.25	$27.50
AMR Opt Out manual combined electric and water meter reading for an individual for an individual meter read	$20.25	$28.50
AMR Opt Out manual electric meter reading for a meter bank installation	$19.25 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter	$27.50 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter
AMR Opt Out combined electric and water meter reading for a combined electric and water meter bank installation	$20.25 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.	$29.50 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.
AMR Opt Out electric meter use of a digital non radio frequency electric meter	$153.00	$153.00
Utility application fee – next day service	$42.25	$47.50
Utility application fee – same day service (accounts with combined electric and water)	$94.50	$105.00
Utility application fee (electric only) same day service (accounts that only have electric services)	$54.25	$59.50
Non-Payment: Electric disconnect and re-connect(during City Hall hours only)	$72.50	$83.00

Appendix 7		
ELECTRIC	**2018**	**2019**
Non-Payment: Site visit without a disconnect (during City Hall hours only)	$36.25	$41.50
Electrical disconnect or re-connect or site visit (cost per visit after hours with call-out)	$423.50	$430.25
Electrical disconnect or reconnect or site visit (cost per visit during City Hall hours)	$36.25	$41.50
Electrical disconnect or reconnect or site visit (cost per visit after hours without call-out)	$72.50	$83.00
Illegal reconnection administration charge	$275.00	$280.00
Utility fee - Leave on Authorized	$12.00	$12.25
Electrical Disconnect and reconnect from pole	$355.00	$358.00
Special Administration charge per service	$27.50	$28.00

Electric Rates

Rate Code 10 - Residential

Basic Charge	$18.72 per billing plus	$18.72 per billing plus
Energy Charge	$0.1284 per kwh for all consumption during the billing period	$0.1284 per kwh for all consumption during the billing period

Rate Code 15 - Residential/Special Service

Basic Charge	$18.72 per billing plus	$18.72 per billing plus
Energy Charge	$0.1474 per kwh for all consumption during the billing period	$0.1474 per kwh for all consumption during the billing period

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

Basic Charge	$18.72 per billing plus	$18.72 per billing plus
Energy Charge: First 10,000 kwh per billing	$0.1429 per kwh	$0.1429per kwh
Next 90,000 kwh per billing	$0.1126 per kwh	$0.1126 per kwh
Additional kwh per billing	$0.0789 per kwh	$0.0789 per kwh

Appendix 7

ELECTRIC	2018	2019
Demand Charge	$10.09 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	$10.09 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing or b) 75% of the maximum kVA billable demand in excess of 45kVA recorded during the previous 364 days to the current billable demand read

Rate Code - 25, 30 and 35

Are subject to the same base rates for consumption and demand as set out in Rate Code 20 with the following discounts:

Primary Metering	1.5% discount on consumption and demand charges. Customer-owned transformation - 9.0% discount on demand charges only	1.5% discount on consumption and demand charges. Customer-owned transformation - 9.0% discount on demand charges only

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

Basic Charge	$18.72 per billing plus	$18.72 per billing plus

Energy Charge

First 10,000 kwh per billing	$0.1408 per kwh	$0.1408 per kwh
Next 90,000 kwh per billing	$0.1109 per kwh	$0.1109 per kwh
Additional kwh per billing	$0.0777 per kwh	$0.0777 per kwh
Demand Charge	$9.93 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current bulling; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	$9.93 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current bulling; or b) 75% of the maximum kVA billable demand in excess of 45kVA recorded during the previous 364 days to the current billable demand read

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

Basic Charge	$18.72 per billing plus	$18.72 per billing plus

Appendix 7

ELECTRIC	2018	2019
Energy Charge		
First 10,000 kwh per billing	$0.1429 per kwh	$0.1429 per kwh
Next 90,000 kwh per billing	$0.1126 per kwh	$0.1126 per kwh
Additional kwh per billing	$0.0789 per kwh	$0.0789 per kwh
Demand Charge	$9.18 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	$9.18 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months
Rate Code 35 - General - Primary metered and customer owned Transformation		
Basic Charge	$18.72 per billing plus	$18.72 per billing plus
Energy Charge		
First 10,000 kwh per billing	$0.1408 per kwh	$0.1408 per kwh
Next 90,000 kwh per billing	$0.1109 per kwh	$0.1109 per kwh
Additional kwh per billing	$0.0777 per kwh	$0.0777 per kwh
Demand Charge	$9.04 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	$9.04 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months
Rate Code 45 - General - City Accounts		
Energy Charge	$0.0953 per kwh for all consumption	$0.0953 per kwh for all consumption
Rate Code 55 - Street Lighting, Traffic Lights & Other Un-metered Loads		
Per fixture watt or volt ampere per billing subject to Section 3.b of Bylaw 2000-36 (Electrical Regulations)	$0.1071 per fixture watt or volt ampere per billing	$0.1071per fixture watt or volt ampere per billing

Appendix 7

ELECTRIC	2018	2019
Per watt or volt ampere per billing based on equipment name plate data or customer information, or where data is insufficient, the City will determine by appropriate measurement and calculation what equipment watt or volt ampere loading shall be used for billing purposes.	$0.2024 per watt	$0.2024 per watt
Monthly minimum charge per fixture or service connection	$18.14 per billing plus	$18.72 per billing plus

Net Metering

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

Electrical Service Calls

Service Call – 1 stop (1 hr. max)	$214.00	$217.25
Service Call – 2 stops (1.5 hr. max)	$321.00	$326.00
Electrical Service Connections		
Temporary Service Connection		
1 Phase up to 200 amps	$214.00	$217.25
all except 1 phase up to 200 amps	Actual Cost	Actual Cost
Service Relocate		
1 phase up to 200 amps	$347.00	$347.00
Service Upgrade		
1 phase over 200 amps	Actual Cost	Actual Cost
3 phase overhead (all)	Actual Cost	Actual Cost
Service Connection		
1 phase per unit (200 amps max -includes 1 meter) overhead and underground	$390.00	$393.25
Additional meters	Actual Cost	Actual Cost
1 phase overhead over 200 amps	Actual Cost	Actual Cost
3 phase overhead (all)	Actual Cost	Actual Cost
1 phase underground over 200 amps	Actual Cost	Actual Cost
3 phase underground (all)	Actual Cost	Actual Cost
Electrical Utility Ext. Agreement	Actual Cost	Actual Cost
Primary Underground Cable	Actual Cost	Actual Cost
Terminate and Energize underground - Per lot	Actual Cost	Actual Cost

Appendix 7		
ELECTRIC	**2018**	**2019**
Installation of electrical poles, vaults, road-crossings, etc	Actual Cost	Actual Cost
Electrical Call Out Rate	$423.50	$430.25

Electrical Pole Contacts

Telus	As per Contract	As per Contract
Telus per Power Point Contact + Energy as per rate code 55	As per Contract	As per Contract
Shaw Cable	As per Contract	As per Contract
Shaw Cable per Power Point Contact + Energy as per rate code 55	As per Contract	As per Contract
Shaw WiFi	As per Contract	As per Contract
Recoverable Sign Installations	Actual Cost	Actual Cost

City Electrical Infrastructure[2]:

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

Notes:

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

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

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

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

- Payment Plan range: A customer can put a miminum amount of $5,000 up to a maximum amount of $50,000 on a Payment Plan;

- Payment Plan terms: 5 year payback in equal monthly amounts on the Electric Utility Bill plus interest calcualted at the Prime Interest Rate +0.5%; and

- The customer has the ability to end the Payment Plan at any time by repaying the balance owing in full at any time without penalty.

Appendix 7		
ELECTRIC	**2018**	**2019**

Eligibility requrements:

-Must be for a new or an upgrade to an Electrical Service;

-Must be a City of Penticton Electric Utility customer;

-Must have a credit score of: 650 or greater for an individual, or less than 25 for a business;

-Must have a maximum of 19 City of Penticton Utility Credit Points;

-The customer must own both the land and building where the service is required; and

-Protection: Any defaults on the Payment Plan will be subject to the normal City of Penticton utility collection procedures, including service disconnect and ultimately transfer of outstanding amount to taxes. Any outstanding payment plan amounts must be paid in full upon sale of the property.

Appendix 8		
EQUIPMENT RATES	**2018**	**2019**
Passenger Vehicle (<5,500 kg)	$6.00	$6.50
Single / Tandem Dump	$36.00	$36.00
Trailers	$5.00	$5.00
Small Aerial	$25.00	$25.00
1 Ton Dump	$7.50	$7.50
1 Ton with Utility Box	$7.50	$7.50
Litter Truck	$18.85	$18.85
AWWTP - Crane Truck	$7.50	$7.50
parks Tractor	$18.75	$18.75
Electrical Line Truck	$34.00	$34.00
Grader	$75.00	$75.00
Back Hoe	$29.00	$29.00
Sewer Flush Truck	$53.00	$53.00
Street Sweeper	$50.00	$50.00
Wheel Loader	$38.00	$38.00
Rotary Mower - Large	$30.00	$30.00
Rotary Mower - Small	$16.50	$16.50
Chipper	$20.00	$20.00
Tractor	$13.00	$13.00
Fork Lift	$40.50	$40.50
Beach Cleaner	See Appendix 19 for Beach Cleaning Rates	$45.00
Air Compressor	$10.00	$10.00
Large Sander & Blade	$37.25	$37.25
Small Sander & Blade	$18.00	$18.00
Ice Resurfacer	$6.50	$6.50
Leaf Vac	$25.00	$25.00
utility Truck (Water/Sewer)	$12.00	$12.00

Appendix 8		
EQUIPMENT RATES	**2018**	**2019**
Passenger Van (15 Passenger)	$8.00	$8.00
ATV	$6.00	$6.00
Compost Screener - Trommel	$100.00	$100.00
Small Equipment	$4.00	$4.00
Valve Machine	$10.00	$10.00
Flat Deck Crane Truck	$33.00	$33.00
Barge - Water Craft	$32.00	$32.00
Pick-Up Utility Box	$7.50	$7.50

Appendix 9

FIRE DEPARTMENT	2018	2019

The fees hereinafter specified shall be paid to the City by all applicants for any permit required by this bylaw, or under the Code adopted by this bylaw, or by the regulations passed pursuant to the provisions of the Fire Services Act, as amended from time to time, and for inspection of any work or thing for which the said permit is required:

Installation of compressed gas systems, gasoline tanks, oil tanks, diesel tanks and dispensing pumps or refueling station:

2,300L (500 I.G.)	$15.75	Replaced (see below)
2,301 to 4,600L (501-1,000 I.G.)	$21.00	Replaced (see below)
4,601 to 23,000L (1,001 to 5,000 I.G.)	$31.50	Replaced (see below)
23,001 to 46,000L (5,001 to 10,000 I.G)	$42.00	Replaced (see below)
46,001 to 115,000L (10,001 to 25,000 I.G.)	$63.00	Replaced (see below)
115,001 to 230,000L (25,001 to 50,000 I.G.)	$105.00	Replaced (see below)
230,001L to 460,000L (50,001 to 100,000 I.G.)	$157.50	Replaced (see below)
460,001 to 920,000L (100,001 to 200,000 I.G.)	$210.00	Replaced (see below)
920,001L to 2,300,000L (200,001 to 500,000 I.G.)	$262.50	Replaced (see below)
Aboveground Tank		
<2500L		$100.00
>2500L-<5000L		$250.00
>5000L		$350.00
Underground Tank		
<2500L		$100.00
>2500L-<5000L		$250.00
>5000L		$350.00
Each dispensing pump	$26.25	$50.00
Tank removal or decommission*		$150.00

* all installation and remival are subject to an emvironmental assessment to accompany application

Inspection and installation of domestic and commercial oil burners:

each domestic installation	$15.75	$15.75
each commercial installation	$26.25	$26.25

Permits

Public Fireworks Display permit

Low Hazard	$26.25	$50.00
High Hazard	$100.00	$250.00
Burning Permit as allowed by bylaw	$50.00	$50.00
Permanent Outdoor Fireplace	$26.25	$50.00

Appendix 9

FIRE DEPARTMENT	2018	2019
Emergency Assist Calls		
Charge for responding to Jaws of Life	as per Provincial Emergency Program Fee Schedule	as per Provincial Emergency Program Fee Schedule
Ambulance Assist	as per Provincial Emergency Program Fee Schedule	as per Provincial Emergency Program Fee Schedule
Public Service	Actual Cost	Actual Cost
False Alarms	1st - n/c 2nd - $200 3rd - $300 4th+ $400	1st - n/c 2nd - $200 3rd - $300 4th+ $400
Other Fees		
File Search for Building Deficiencies/Incident Reports/Investigations	$165.00	$165.00
Fire Investigation (for Fire Damage greater than $5,000.00)	$500.00	$500.00
Requested on-site inspection/consultation for commercial purposes	Actual Cost	Actual Cost
Fire Extinguisher Training (per person)	$5.00	$5.00
Failure to keep fire under control and Fire Dept must attend pursuant to Fire and Life Safety Bylaw 2004-57 Section 9.04(g) as amended or superceded	Rates are based on the Office of the Fire Commissioner inter agency reimbursement rates as it changes from time to time	Rates are based on the Office of the Fire Commissioner inter agency reimbursement rates as it changes from time to time
Drive over fire hose pursuant to Fire and Life Safety Bylaw 2004-57 Section 8.01 as amended or superceded	Actual cost to repair or replace damaged hose	Actual cost to repair or replace damaged hose
Flat rate per fill for both Self Contained Breathing Apparatus (SCBA) and Self Contained Underwater Breathing Apparatus (SCUBA)	$10.00	$10.00
Fire Flow Testing	Actual Cost	Actual Cost
Re-Inspection after Order	$100 / hour	**$100.00**
Fire Safety Plan Review - Initial	$100.00	$100.00
Fire Safety Plan Review - Subsequent	$50.00	$50.00

Appendix 9

FIRE DEPARTMENT	2018	2019
Training Centre Rental Rates		
Classroom (projector/screen/TV/sound/flipcharts) / day	$118	$118
Live Fire Burn Building / day	$531	$531
Search Building / day	$118	$118
Engine / day	$236	$236
Full Facility - one day (including Engine)	$826	$826
Full Facility - two days (including Engine)	$1,652	$1,652
Instructor	$354	$354
Safety Officer	$295	$300
Technician (Rehab/Fire Control/Pump Operator)	$236	$300
Consumables (artificial smoke, generator, pallets, propane)	Actual Cost	Actual Cost
SCBA Rental per pack/per day	$25	$25
Natural Gas/Fuels	Actual Cost	Actual Cost
Student User Fee (Consumable Supplies) / day / student	$6	$6
Bunker Gear Rental (per set per day)	$25	$25
Fog Machine / per day	$50	$50
Mobile Vending Permit (Annual)**		$50
Failure of Property Owner or Agent to attend Emergency Incident Scene		$300
Fire Department control of life safety system until Owner or Agent takes responsibility		Actual Cost
Fire Smart Burning Permit		No Charge
Fire Smart Home Assessment		$100

**Fee waived if inspected on Fire Department designated inspection dates

Appendix 10

FITNESS ROOM	Effective April 1, 2018	Effective April 1, 2019
Single Admission		
Youth	$4.29	$4.50
Adult	$6.19	$6.50
Senior	$4.29	$4.50
Super Senior	$3.33	$3.50
10 Tickets		
Youth	$38.10	$40.00
Adult	$55.24	$58.00
Senior	$38.10	$40.00
Super Senior	$29.52	$31.00
1 Month		
Youth	$38.10	$40.00
Adult	$55.24	$58.00
Senior	$38.10	$40.00
Super Senior	$29.52	$31.00
3 Months		
Youth	$102.86	$108.00
Adult	$144.76	$152.00
Senior	$102.86	$108.00
Super Senior	$81.90	$86.00

Appendix 10

FITNESS ROOM	Effective April 1, 2018	Effective April 1, 2019
6 Months		
Youth	$176.19	$185.00
Adult	$248.57	$261.00
Senior	$176.19	$185.00
Super Senior	$144.76	$152.00
12 Month Annual Pass		
Youth	$280.00	$294.00
Adult	$394.29	$414.00
Senior	$280.00	$294.00
Super Senior	$227.62	$239.00
Fitness Room/Pool Combined		
Single Admission		
Youth	$7.38	$7.75
Adult	$10.24	$10.75
Senior	$7.38	$7.75
Super Senior	$6.43	$6.75
Family	N/A	$25.36

Appendix 10

FITNESS ROOM	Effective April 1, 2018	Effective April 1, 2019
10 Tickets		
Youth	$65.71	$69.00
Adult	$91.43	$96.00
Senior	$65.71	$69.00
Super Senior	$57.14	$60.00
Family	N/A	$226.50
1 Month		
Youth	$65.71	$69.00
Adult	$91.43	$96.00
Senior	$65.71	$69.00
Super Senior	$57.14	$60.00
Family	N/A	$226.50
3 Months		
Youth	$173.33	$182.00
Adult	$234.29	$246.00
Senior	$173.33	$182.00
Super Senior	$141.90	$149.00
Family	N/A	$583.00

Appendix 10

FITNESS ROOM	Effective April 1, 2018	Effective April 1, 2019
6 Months		
Youth	$304.76	$320.00
Adult	$406.67	$427.00
Senior	$304.76	$320.00
Super Senior	$243.81	$256.00
Family	N/A	$1,014.00
12 Month Annual Pass		
Youth	$479.05	$503.00
Adult	$641.90	$674.00
Senior	$479.05	$503.00
Super Senior	$386.67	$406.00
Family	N/A	$1,599.50

FITNESS ROOM / PUBLIC SWIMMING DAY PASS - Admission Rates

Single Admission

Youth	$10.95	$11.50
Adult	$14.76	$15.50
Senior	$10.95	$11.50
Super Senior	$9.05	$9.50
Family	N/A	$36.75

Appendix 10

FITNESS ROOM	Effective April 1, 2018	Effective April 1, 2019
Clinic Rates		
Weekly Fitness		
Senior	$10.48	$11.00
Adult	$15.24	$16.00
Weekly Fitness/Pool		
Senior	$18.10	$19.01
Adult	$25.24	$26.50
Monthly Fitness		
Senior	$28.57	$30.00
Adult	$41.43	$43.50
Monthly Fitness/Pool		
Senior	$49.29	$51.75
Adult	$68.57	$72.00
Fitness 10 Ticket		
Senior	$30.48	$32.00
Adult	$43.81	$46.00
Fitness/Pool 10 Ticket		
Senior	$52.38	$55.00
Adult	$73.33	$77.00

Appendix 11

GARBAGE RATES	2018	2019
The scale of charges by The Corporation of the City of Penticton for the collection, removal and disposal of solid waste and recyclable materials as provided for in the City of Penticton Garbage "Solid Waste Collection and Recyclable Materials Disposal Bylaw", shall be as follows and will be billed by the City as current taxes on the property for which the premises were served by solid waste and recycling collection.		
Annual Fee - Solid Waste Collection Includes one (1) 120L Garbage Cart and one (1) 240L Yard Waste Cart	$140.00	$142.00
Annual Fee - Recycling Collection - Bi-Weekly Includes one (1) 240L Recyclable Cart	$31.00	$31.50
Annual Fee - Multi-Family Weekly Recycling Collection	$61.00/unit/year	$63.00/unit/year
Administration Fee for Sewer and Garbage Extension - for first unit	$15.75	$15.75
- Each Additional Unit in same complex	$5.00	$5.00
Tag a Bag - Additional Curb Side Collection bag - price per tag	$3.50	$3.50
25 Tag a Bag Coupons	$62.50	$62.50
Application for Curb Side Collection from a Multi-Family Dwelling	$79.50	$80.00
Application fee for Multi-Family Residential Weekly Recycle Collection	$79.50	$80.00
Base Cart Program		
Base Cart Program includes: one (1) 120 Litre Garbage Cart, one (1) 240 Litre Recyclables Cart, and one (1) 240 Litre Yard Waste Cart		
Cart Change Administration Fee Per property visit, any quantity of carts (Commences January 1, 2017)	$30.00	$30.00
Disability Exemption Application	No charge	No charge
Garbage Cart - upgrade to two (2) 120L Carts In addition to the Annual Fee - Solid Waste Collection	$119/year	$120/year
Garbage Cart - upgrade to a 240L Cart In addition to the Annual Fee - Solid Waste Collection	$119/year	$120/year
Recyclables Cart - upgrade to a 360L Cart	No charge, part of Annual Fee	No charge, part of Annual Fee
Recyclables Cart - upgrade to two (2) 240L Carts	No charge, part of Annual Fee	No charge, part of Annual Fee
Recyclables Cart - upgrade to two (2) 360L Carts	No charge, part of Annual Fee	No charge, part of Annual Fee
Recyclables Cart - downgrade to a 120L Cart	No charge, part of Annual Fee	No charge, part of Annual Fee
Yard Waste Cart - upgrade to 360L Cart In addition to the Annual Fee - Solid Waste Collection	$34.00/year	$34.50/year
Yard Waste Cart - upgrade to two (2) 240L Carts In addition to the Annual Fee - Solid Waste Collection (max 2 carts allowed)	$68.00/year	$69.00/year
Yard Waste Cart - upgrade to two (2) 360L Carts In addition to the Annual Fee - Solid Waste Collection (max 2 carts allowed)	$68.00/year	$69.00/year
Yard Waste Cart - downgrade to 120L Cart	No charge, part of Annual Fee	No charge, part of Annual Fee
Yard Waste Cart - opt out of Yard Waste Program	No charge, part of Annual Fee	No charge, part of Annual Fee
Wildlife Resistant Cart Upgrade - 120L Garbage Cart only (one time fee)	$75.00/Cart	$75.00/Cart
Repeated or willful damage to Carts will be charged to property owner	Actual Cost of replacement and Cart Change Administration Fee	Actual Cost of replacement and Cart Change Administration Fee

Appendix 11		
GARBAGE RATES	**2018**	**2019**

Screened Compost Sales

Bulk / Wholesale - (greater than 5 tonnes)	$12.50 / tonne	$12.50 / tonne
Less than 5 tonnes	$20.00 / tonne	$20.00 / tonne
Individual Bags	$2.50 / bag	$2.50 / bag

Appendix 13

INFORMATION TECHNOLOGY	2018	2019
Provision of Dark Fibre Services		
Dark Fibre - per fibre optic strand	$330/month	$336.60/month
Administration Fee	included	included
One Time Connection Fee	$815.00	$831.30
Physical Connection Costs	As quoted	As quoted
Co-location Services	$153/month	$156.06/month
Provison of Telephone and Internet Services		
High-end 8861 (Gigabit, Bluetooth, Wifi)	41.00	41.82
High-end 8851 (Gigabit, Bluetooth)	31.00	31.62
Mid-range 8841(Gigabit)	26.00	26.52
Low-end greyscale 8811 (Gigabit)	15.00	15.30
Wireless portable phone Model 8821 (Bluetooth)	46.00	46.92
Conference phone Model 8832	41.00	41.82
D-A Convertor Allows for analog devices on City digital phone network Model ATA 190	$10.00 per ATA device	$10.20 per ATA device
Extra DID external phone number added to existing hardware	5.00	5.10
Internet	41.00	41.82
Wireless Internet Services add-on (where available)	$10.00	10.20
Connection/Configuration Charge	$102.00	104.04
Website hosting on City webserver (monthly)	$31.00	Remove
Electronic Data Fees		
GIS Electronic Data	share data free of charge	share data free of charge

Appendix 14

LIQUOR LICENCES	2018	2019
New Liquor Primary Licence (Public Consultation)	$500.00	Replaced Below
Winery, Brewery, Distillery Licence Endorsement (Public Consultation)	$500.00	Replaced Below
New food primary with patron participation, late hours, etc. (Public Consultation)	$500.00	Replaced Below
New - Occupant Load Reviews (including picnic areas)	$175.00	Replaced Below
Special Occasion - late hours or high occupant load	$175.00	Replaced Below
Special Occasion - New or Altered Existing Beer and Wine special events	$175.00	Replaced Below

Liquor Licence Amendment		
New - Amended Liqour Review Application	$250.00	Replaced Below
Permanent Amendment (Public Consultation)	$500.00	Replaced Below
Food Primary Structural change (Public Consultation)	$500.00	Replaced Below
Temporary Amendment	$175.00	Replaced Below
Temporary Special Event	$175 + RCMP Costs	Replaced Below
Public consultation sign (per sign)	$250.00	Replaced Below

A non-refundable application review for Local Government confirmation for Receipt Application or Zoning Confirmation. (credited towards end of Liquor Licence Review Fee)	N/A	$175.00
New Food Primary review or Occupant load reviews	N/A	$175.00
New Liquor Primary Licence (Public Consultation)	N/A	$700.00 + public notice sign
Permanent Change including addition of a winery, brewery or distillery lounge or special event area.	N/A	$700.00 + public notice sign
Structural Change - with public consultation	N/A	$700.00 + public notice sign
Structural Change - no public consultation	N/A	$350.00
Structural Change - Zoning confirmation only	N/A	$175.00
Temporary Change or Request to extend hours for a Special Event Permit	N/A	$175.00
Appeal to Council of a Staff Decision on a Liquor Application Review	N/A	$350.00

Public Notice Signs		
Initial Public Consultation Notice Sign	N/A	$250 (plus GST)
Repair of Damaged Signs	N/A	$80 (plus GST)
Replacement of damaged signs	N/A	$80 (plus GST)

Appendix 15

MARINAS	2018	2019
Penticton Marina (Okanagan Lake)		
Moorage Fees – January 1st to December 31st	Moorage fees, land storage, and parking fee increases as per lease agreement	Moorage fees, land storage, and parking fee increases as per lease agreement
Skaha Lake Marina		
Moorage Fees	Moorage and land storage fees to be determined by the operator based on market value	Moorage and land storage fees to be determined by the operator based on market value

DEFINITIONS:

A. Moorage season – March 1 to November 30 inclusive (9 months)

B. Storage season – October 1 to March 31 inclusive (6 months)

C. Penticton residents and taxpayers acquire moorage on a first come first served basis until May 1st annually, after which any available moorage may be rented to non-resident or non-taxpayer.

Overnight Parking

A window permit is issued to those user groups requiring an RV on site for **special event security** – pending approval by the PRC Director or designate. Permit is issued through the RCMP.

RV Overnight Parking Permit	$29.10	$29.68

Appendix 16

Meeting Rooms/Activity Spaces	Effective April 1, 2018	Effective April 1, 2019
Community Centre/McLaren Arena Meeting Room		
Non Profit/Local/ Regular		
Child/Youth	$11.56	$11.79
Adult	$11.56	$11.79
Non School District 67 Schools*	$8.67	$8.84
Local Private	$14.61	$14.91
Local Commercial	$25.58	$26.09
Non-Resident	$36.54	$37.27
Community Centre Large Meeting Room		
Note: Meeting Room #4, Meeting Room #7, and Combined #2 & #3 Rate is 1.75X Meeting Room Rate		
Non Profit/Local/ Regular		
Child/Youth	$20.22	$20.63
Adult	$20.22	$20.63
Non School District 67 Schools*	$15.17	$15.47
Local Private	$25.74	$26.25
Local Commercial	$44.77	$45.66
Non-Resident	$63.94	$65.22
Community Centre Conference Room		
Note: Conference Room Rate is 75% X Meeting Room Rate		
Non Profit/Local/ Regular		
Child/Youth	$8.67	$8.84
Adult	$8.67	$8.84
Non School District 67 Schools*	$6.50	$6.63

Appendix 16

Meeting Rooms/Activity Spaces	Effective April 1, 2018	Effective April 1, 2019
Local Private	$10.96	$11.18
Local Commercial	$19.18	$19.57
Non-Resident	$27.40	$27.95

Library/Museum Auditorium

Non Profit/Local/ Regular

Child/Youth	$17.98	$18.34
Adult	$25.24	$25.74
Non School District 67 Schools*	$13.48	$13.75

Local Private	$29.30	$29.89
Local Commercial	$52.02	$53.06
Non-Resident	$74.32	$75.81

Activity Spaces

Community Centre Dance Studio

Non Profit/Local/ Regular

Child/Youth	$20.22	$20.63
Adult	$20.22	$20.63
Non School District 67 Schools*	$15.17	$15.47

Local Private	$25.58	$26.09
Local Commercial	$44.77	$45.66
Non-Resident	$63.94	$65.22

Appendix 16

Meeting Rooms/Activity Spaces	Effective April 1, 2018	Effective April 1, 2019
Community Centre Gymnasium		
Non Profit/Local/ Regular		
Child/Youth	$17.67	$18.02
Adult	$36.61	$37.35
Non School District 67 Schools*	$13.25	$13.51
Local Private	$48.82	$49.80
Local Commercial	$85.43	$87.14
Non-Resident	$122.05	$124.49
Community Centre 1/2 Gymnasium		
Note: 1/2 Gymnasium Rate 66.7% X Gymnasium Rate		
Non Profit/Local/ Regular		
Child/Youth	$11.79	$12.02
Adult	$24.43	$24.91
Non School District 67 Schools*	$8.85	$9.02
Local Private	$32.57	$33.22
Local Commercial	$56.98	$58.12
Non-Resident	$81.41	$83.04

Non School District 67 Schools* are defined as grade schools (K-12) located within City of Penticton boundaries and Penticton Indian Band lands.
The Non School District 67 Schools rates are applicable during school hours.

NOTE: For all after hours bookings a security premium will be added to the base rate at actual cost

Appendix 17

MUSEUM	Effective April 1, 2018	2019
Museum Exhibits		
Entrance Fee	By Donation - suggested donations: Adult $2.00, Child $1.00	By Donation-suggested donations: Adult: $2.00 Child:$1:00
Exhibit Openings	By Donation - suggested donations: Adult $2.00, Child $1.00	By Donation-suggested donations: Adult: $2.00 Child:$1:00
Museum Programs		
School & group visits (guided)		
Public & Private schools - per student	$3.00	$3.00
- maximum per group	$50.00	$25.00
Service Groups, Clubs & Societies - per person	$3.00	$3.00
- maximum per group	$50.00	$50.00
School & group visits (self-guided) - per student	$1.00	$1.00
- per adult	$3.00	$3.00
Curator Kid Program		
Curator Kid Yearly Membership - individuals	$20.00	$20.00
- per family	$50.00	$50.00
Curator Kid Programs - drop-in; non-members - per child	$5.00	$5.00
- per family	$20.00	$20.00
Curator Kid Programs - offsite	Cost dependent on activities	Cost dependent on activities
Curator Kid Programs - summer specials - per child	$5.00	$5.00
- per family	$20.00	$20.00
Adult Programs		
Onsite - Museum	$25/per person + Supplies	$25/per person + supplies
	$25 min.; activity dependent	$25 min; activity dependent

Appendix 17

MUSEUM	Effective April 1, 2018	2019
Lectures		
Brown Bag - per person	admission by donation	admission by donation
Custom Guest	Cost dependent on lecture	Cost dependent on lecture
Archives		
Self-guided research	By donation - suggested min. $10/ph	By donation-suggested min. $10/ph
Staff-assisted research		
Non-commercial clients - first hour	Free	Free
- each additional hour	$25.00	$30.00
Commercial clients (first hour)	$50.00	$50.00
(every additional 60 minutes) - per hour	$30.00	$30.00
Photograph Reproductions (Print format)		
From existing digital file (up to 8x10 only)	$5.25	$16.00
Outsource (paper type and size dependent)	Actual Cost	Actual Cost
~~From negative or print, requiring scanning (up to 8x10 only)~~	~~$9.40~~	Remove - no longer applicable
Outsource (paper type and size dependent)	Actual Cost	Actual Cost
Photographic reproductions (digital format only - 1200 dpi jpg)		
By email	$10.50	$18.00
~~By mail (+ disc) plus postage~~	~~$15.75~~	Remove - no longer applicable
Non-photographic reproductions (maps, plans, manuscripts)		
From existing digital file - In House (up to 32" only)	$10.50	$16.00
Outsource (paper type and size dependent)	Actual Cost	Actual Cost
~~From negative or print, requiring scanning - In House (up to 32" only)~~	~~$16.75~~	not used
Outsource (paper type and size dependent)	Actual Cost	Actual Cost
Publication & Commercial Fees (supplement)		
Fee for print, negative or digital copies for : Reports, calendars, brochures, magazines, newsletter, websites - per image	$10.00	$20.00
Fee for Print, negative or digital copies for : Books, films, videos - per image	$20.00	$50.00

Appendix 17

MUSEUM	Effective April 1, 2018	2019
Fee for Print, negative or digital copies for : Postcards, T-shirts, mugs etc. merchandise - per image	$50.00	$50.00
Photocopy Fees (black and white only)	see Administration services for fee	see Administration services for fee
Archival Supplies (boxes, tissue, encapsulation etc.)	Retail price plus 35%	Retail price plus 35%

Gift shop

Books & other Publications	Retail suggested price; minimum 35% markup	Retail suggested price; minimum 35% markup
Souvenirs & crafts	Wholesale price plus 35%	Wholesale price plus 35%
Photographic posters & postcard books	Style and format dependent	Style and format dependent

Museum Curatorial Services & Presentations

On-site consultation	By donation (suggested: $35/ph)	By donation-suggested min. $35/ph
Off-site consultation	By donation (suggested: $35/ph plus travel)	By donation-(suggested $35/ph plus travel)

After market research, all fees to stay the same except brown bag lectures and meeting room rental increase.

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Sports Fields		
Non Profit/Local		
Child/Youth	$3.75	$3.82
Adult	$11.23	$11.45
Non School District 67 Schools*	$2.81	$2.87
Non Profit/Local		
Local Private	$14.97	$15.27
Local Commercial	$26.20	$26.73
Non-Resident	$37.42	$38.17
Kings Park		
Non Profit/Local		
Child/Youth	$4.91	$5.01
Adult	$12.60	$12.85
Non School District 67 Schools*	$3.68	$3.76
Non Profit/Local		
Local Private	$18.92	$19.30
Local Commercial	$33.11	$33.77
Non-Resident	$47.31	$48.26
Major Event Park		
Non Profit/Local		
Child/Youth	$6.00	$6.12
Adult	$17.97	$18.33
Non School District 67 Schools*	$4.50	$4.59
Non Profit/Local		
Local Private	$23.96	$24.44
Local Commercial	$41.92	$42.76
Non-Resident	$59.89	$61.09

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Major Event Park (duplicate event - non prime - Before June 15 and After Sept 15)		
Non Profit/Local		
Child/Youth	$4.80	$4.89
Adult	$14.37	$14.66
Non School District 67 Schools*	$3.60	$3.67
Non Profit/Local		
Local Private	$19.17	$19.55
Local Commercial	$33.53	$34.20
Non-Resident	$47.92	$48.87

Major Event Parks: Okanagan Lake Park, Gyro Park/Bandshell, Rotary Park, Skaha East

Minor Event Park		
Non Profit/Local		
Child/Youth	$5.34	$5.44
Adult	$16.00	$16.32
Non School District 67 Schools*	$4.00	$4.08
Non Profit/Local		
Local Private	$21.33	$21.76
Local Commercial	$37.33	$38.08
Non-Resident	$53.34	$54.40
*Major event users	$22.53	$22.98

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Minor Event Park (additional/second event - non prime - Before June 15 and After Sept 15)		
Non Profit/Local		
Child/Youth	$4.27	$4.36
Adult	$12.80	$13.06
Non School District 67 Schools*	$3.20	$3.27
Non Profit/Local		
Local Private	$17.06	$17.41
Local Commercial	$29.87	$30.46
Non-Resident	$42.67	$43.52
*Major event users	$18.02	$18.38

Minor Event Parks: Penticton Youth Park, Lakawanna, Gyro South Lawn, Rose Garden and Marina Way

Wedding Ceremony Rate - Minimum 4 hour booking (additional hours subject to hourly park rates)	$220.82	$225.23
Passive Parks and Play Courts		
Passive Parks		
Non Profit/Local		
Child/Youth	$3.25	$3.31
Adult	$9.74	$9.94
Non School District 67 Schools*	$2.44	$2.48
Non Profit/Local		
Local Private	$12.97	$13.23
Local Commercial	$22.69	$23.14
Non-Resident	$32.43	$33.08
Admin Rate User	$8.86	$9.04

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Passive Parks (additional/second event - non prime - Before June 15 and After Sept 15)		
Non Profit/Local		
Child/Youth	$2.60	$2.65
Adult	$7.79	$7.95
Non School District 67 Schools*	$1.95	$1.99
Non Profit/Local		
Local Private	$10.37	$10.58
Local Commercial	$18.15	$18.51
Non-Resident	$25.94	$26.46
Admin Rate User	$7.09	$7.23
Passive Parks: Neighbourhood parks, Parking lots, Riverside and Beaches		
Play Courts		
Non Profit/Local		
Child/Youth	$1.70	$1.73
Adult	$5.09	$5.20
Non School District 67 Schools*	$1.27	$1.30
Non Profit/Local		
Local Private	$11.86	$12.10
Local Commercial	$13.57	$13.84
Non-Resident	$16.96	$17.30
Penticton Pickleball Society seasonal court usage	$14/player	14.25/player

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Play Courts (additional/second event - non prime - Before June 15 and After Sept 15)		
Non Profit/Local		
Child/Youth	$1.36	$1.39
Adult	$4.08	$4.16
Non School District 67 Schools*	$1.02	$1.04
Non Profit/Local		
Local Private	$9.49	$9.68
Local Commercial	$10.86	$11.08
Non-Resident	$13.57	$13.84

Non School District 67 Schools* are defined as grade schools (K-12) located within City of Penticton boundaries and Penticton Indian Band lands. The Non School District 67 Schools rates are applicable during school hours.

Parking Space Rental (per parking space/per day)	$5.52	$5.63
Specialty Vehicle Event Parking Permits (minimum 50 permits); per vehicle; per day	$2.00	$2.04

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Misc. Park Fees		
Garbage Removal	Actual Cost	Actual Cost
Beach Cleaning Services - Regular Working Hours - Min 4 Hour Charge (incl. admin fees)	$1,000.00	$1,020.00
Beach Cleaning Services - Regular Working Hours - Hourly Rate After 4 Hours (incl. admin fees)	$250.00	$255.00
Beach Cleaning Services - Outside Regular Working Hours - Min 4 Hour Charge (incl. admin fees)	$1,400.00	$1,428.00
Beach Cleaning Services - Outside Regular Working Hours - Hourly Rate After 4 Hours (incl. admin fees)	$350.00	$357.00
Double Cut and Tournament Preparation for Sports Fields on Weekends	Actual Cost	Actual Cost
Field Mowing - Regular Time - Soccer / Field	$81.18	$82.81
Field Mowing - Over Time - Soccer / 2 Fields - First 2 Fields	$244.63	$249.52
Field Mowing - Over Time - Soccer / Additional Field	$122.32	$124.77
Field Lining - Regular Time - Soccer / First Field	$202.41	$206.46
Field Lining - Regular Time - Soccer / Additional Field	$152.63	$155.68
Field Lining - Over Time - Soccer / First Field	$286.85	$292.59
Field Lining - Over Time - Soccer / Additional Field	$194.84	$198.73

Rates listed are per day

Picnic Table (per table)	$8.28	$8.45
Picnic Table Delivery & Return (per table)	$32.47	$33.12
Mobile Washroom Unit Rental	$0.00	$0.00
Non Profit/Local	$32.46	$33.11
Local Private/ Commercial	$75.76	$77.28
Gyro Park Connect & Disconnect	$54.11	$55.19
All other Parks Delivery, Connect, Disconnect, Return	$487.08	$496.83

Note: Additional washroom cleaning charges are applied (when required for an event) as set by contracted cleaning company.

Rates listed are per day

Three - Five Tiered Bleacher Rental

Non Profit/Local	$9.92	$10.12
Local Private/ Commercial	$22.07	$22.51

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Moving and Set Up One Time Fee	$194.83	$198.72

Rates listed are per day

Ten Tiered Bleacher Rental

Non Profit/Local	$22.07	$22.51
Local Private/ Commercial	$49.67	$50.66
Moving and Set Up One Time Fee	$411.31	$419.54

*Moving and set up costs are in addition to rental fees. Actual Costs of labour and equipment to be added. Prior to confirmation of the booking, users will receive a quote for the estimated moving charges. Users may receive permission to move on their own. A damage deposit may be required.

Mobile Stage (Rates listed are per day)

Non Profit/Local	$154.56	$157.66
Local Private/ Commercial	$331.21	$337.84
Moving and Set Up One Time Fee	$198.72	$202.70

Mobile Stage with Awning (Rates listed are per day)

Non Profit/Local	$176.64	$180.17
Local Private/ Commercial	$419.54	$427.93
Moving and Set Up One Time Fee	$1,104.07	$1,126.15

**Mobile stage daily rates to be calculated annually as part of the City Fleet and approved by Council. Moving and set up costs are in addition to rental fees. Actual Costs of labour and equipment to be added. Prior to confirmation of the booking, users will receive a quote for the estimated moving charges. Users may receive permission to move on their own. A damage deposit may be required.

Delivery/Removal 1-10 Barricades/Signs*** (one-time fee)	$89.47	$91.26
Delivery/Removal 11-20 Barricades/Signs*** (one-time fee)	$134.21	$136.90
Delivery/Removal 21-40 Barricades/Signs*** (one-time fee)	$178.95	$182.53
Delivery/Removal 40+ Barricades/Signs*** (one-time fee)	Actual Cost	Actual Cost
Delivery/Removal 1-5 Water Stands (Gyro Only) (one-time fee)	$104.04	$106.12
Delivery/Removal Garbage Cans & Bags (one-time fee)	$52.02	$53.06

***No charge if paying for delivery/removal of picnic table or bleachers; or no charge if event organizer picks up and returns on their own.

Appendix 19

Parks & Sports Fields	Effective April 1, 2018	Effective April 1, 2019
Park Donation Program		
Park Bench Donation - New Bench - 15 year - Council Policy 1037 - December 17, 2012 as amended from time to time.	$2,570.00	$2,570.00
Park Bench Donation - Refurbished Bench - 10 year renewal - Council Policy 1037 - December 17, 2012 as amended from time to time.	50% of current donation	50% of current donation
Picnic Table Donation - New Table - 15 year - Council Policy 1037 - December 17, 2012 as amended from time to time.	$3,060.00	$3,060.00
Picnic Table Donation - Refurbished Table - 10 year renewal - Council Policy 1037 - December 17, 2012 as amended from time to time.	50% of current donation	50% of current donation
Plaque Addition or Replacement	$415.00	$415.00
Tree Donation	$415.00	$415.00
Bike Rack - New Rack - 15 year - Council Policy 1037 - December 17, 2012 as amended from time to time.	$1,040.00	$1,040.00
Bike Rack - Refurbished Rack - 10 year renewal - Council Policy 1037 - December 17, 2012 as amended from time to time.	50% of current donation	50% of current donation
Pet Stand - New Pet Stand - 5 year - Council Policy 1037 - December 17, 2012 as amended from time to time.	$315.00	$315.00
Hanging Basket Sponsor - 1 season - location determined by City	$250.00	$250.00
Park Stewardship - contribution towards favorite park, trail or beach	$200.00	$200.00
Floral Display Sponsor - 1 season - Sponsor one of the City's garden displays	$2,500.00	$2,500.00
Park Improvement Projects - Platinum Sponsor	$10,000.00	$10,000.00
Park Improvement Projects - Gold Sponsor	$2,500.00	$2,500.00
Park Improvement Projects - Silver Sponsor	$500.00	$500.00
Electrical Fees		
Gyro Park - seasonal per 50 amp receptical	$312.12	$318.36
Gyro Park - seasonal per 15 amp receptical	$156.06	$159.18
Gyro Park - Saturday market only (seasonal) per receptical	$106.08	$108.20
Nanaimo Square - Saturday market only (season) per receptical	$53.04	$54.10

Appendix 20

PLANNING AND DEVELOPMENT	Effective March 1, 2018	2019

Subdivision and Development Costs

Every person who obtains:

a) approval of the subdivision of a parcel of land under the "Land Registry Act" or the "Strata Titles Act" for any purpose other than the creation of three (3) or less lots to provide sites for a total of three (3) or less self-contained dwelling units; or

b) a Building Permit authorizing the construction or alteration of buildings or structures for any purpose other than the construction of three (3) or less self-contained dwelling units; or

c) a building Permit authorizing construction, alteration or extension of a building or structure, other than a building or portion of it used for residential purposes, where the value of the work exceeds Twenty-five Thousand Dollars (25,000);

Shall:
1) prior to commencement of the construction or installation of any works or services required under the Subdivision and Development Bylaw 2004-81, the owner shall pay to the City an administration fee of 3% of all works and services to be provided;

2) prior to commencement of the construction or installation of any works or services required under the Subdivision and Development Bylaw 2004-81, as amended from time, the owner shall pay to the City a Rectification and Repair Contingency fee of 2% of the estimated cost of construction. This fee shall be used to repair or replace existing City infrastructure that has been altered or damaged by activity related to the installation of the works and services for the development. The remainder of the fee will be returned to the owner upon issuance of the Total Performance Certificate.

OCP Amendments

a) OCP Amendments in Country Residential, Low Density Residential and Agricultural OCP designated areas	$1,575.00	$1,600.00
b) All other OCP Amendments	$1,890.00	$2,000.00
c) OCP Amendments in Country Residential, Low Density Residential and Agricultural OCP designated areas (where in conjunction with a Rezoning Application)	$1,057.50	$1,100.00
d) All other OCP Amendments (where in conjunction with a Rezoning Application)	$1,282.50	$1,300.00
e) OCP Text Amendments	$1,507.50	$1,600.00

Rezoning

a) Stand alone Rezoning applications in Country Residential, Low Density Residential and Agricultural OCP designated areas.	$1,215.00	$1,250.00
b) All other stand alone Rezoning applications.	$1,665.00	$1,750.00
c) Zoning Bylaw Text Amendments	$1,125.00	$1,250.00
d) Comprehensive Development Zone	$2,250.00	$5,000.00

Public Notice Signs (OCP and Zoning Amendments)

a) Initial OCP or Zoning Bylaw Sign	$250.00	$250.00
b) Repair of Damaged Signs	$80.00	$80.00
c) Replacement of damaged signs	$80.00	$80.00
d) Additional Public Hearing Fee	$550.00	$550.00

Appendix 20

PLANNING AND DEVELOPMENT	Effective March 1, 2018	2019
Development Permit Application		
a) Major Development Permit (Council Decision)	$1,125.50	$1,200.00
b) Minor Development Permit (Staff issuable)	$675.00	$700.00
c) Major Amendments to Development Permits (Council Decision)	$562.50	$600.00
d) Minor Amendments to Development Permits (Staff issuable)	$337.50	$350.00
e) Appeal to Council of a Staff Decision on a Development Permit	$675.00	$700.00
f) Reissuance of an expired Development Permit	$450.00	$450.00
g) Riparian / Environmental Assessment Development Permit	$225.00	$600.00
Development Variance Permit Application or Board of Variance Application		
a) Major Variance (3+ Variances per development)	$1,125.00	$1,200.00
b) Major Variance (3+ Variances per development) if in conjunction with a Development Permit Application	$675.00	$700.00
c) Minor Variance (1 or 2 Variances per development)	$600.00	$700.00
d) Minor Variance (1 or 2 Variances per development) if in conjunction with a Development Permit Application	$450.00	$500.00
e) Reissuance of expired Development Variance Permit	$450.00	$600.00
f) Note: No additional fee is required for a Variance where it is issued under Section 920 (2) of the *Local Government Act*.		
g) Board of Variance	$500.00	$500.00
Temporary Use Permit		
a) Temporary Use Permit	$800.00	$800.00
b) Temporary Use Permit Renewal	$400.00	$400.00
Canabis Retail Store		
a) Application for local government support or relocation of a Cannabis Retail Store	n/a	$2,500.00

Appendix 20

PLANNING AND DEVELOPMENT	Effective March 1, 2018	2019
Subdivision (Fee Simple & Bareland Strata)		
a) Preliminary Layout Approval Review		
1-2 Lots	$330.00	$1,000.00
3-10 Lots	$330.00 + $300.00 per lot in excess of 2 lots	$1000.00 + $300.00 per lot in excess of 2 lots
11-20 Lots	$2,885.00 + $220.00 per lot in excess of 10 lots	$3,000.00 + $220.00 per lot in excess of 10 lots
21-30 Lots	$5,085.00 + $190.00 per lot in excess of 20 lots	$5,000.00 + $200.00 per lot in excess of 20 lots
31-40 Lots	$7,010.00 + $165.00 per lot in excess of 31 lots	$7,000.00 + $180.00 per lot in excess of 30 lots
41 Lots or Greater	$8,660.00 + $110.00 per lot in excess of 40 lots	$8,800.00 + $110.00 per lot in excess of 40 lots
b) Preliminary Layout Approval (PLA) Renewal or Amendment	$150.00	$220.00
~~c) Legal Plan Approval Fee~~	~~$60.00~~	Removed
c) Early Registration Agreement (Applicable to Fee Simple Subdivisions)	$750.00	$800.00
d) Latecomer Agreement (Applicable to any excess or extended services as a result of Subdivision or Building)	$750.00	$750.00
Strata Conversion		
a) First lot	$300.00	$500.00
b) Each Additional Lot	$150 per conversion to a max. of $2,000.	$500 + $150 per strata lot to a max. of $2,000.
c) Report Inspection Fees		$250.00
Third Party Review of Professional Reports submitted with an Application	Actual Cost	Actual Cost
~~d) Legal Plan Approval Fee~~	~~$60.00~~	Removed
Phased Strata		
a) Phasing Approval Fee	$450.00	$600.00
c) Form P Approval	$100.00	$100.00
d) Preliminary Layout Approval (PLA) Renewal or Amendment	$150.00	$450.00

Appendix 20

PLANNING AND DEVELOPMENT	Effective March 1, 2018	2019

ALR

ALR Exclusion/Inclusion/Subdivision/Non Farm Use	As established by the Agricultural Land Commission	As established by the Agricultural Land Commission

Other Administrative Fees

b) Boulevard Trees	$472.50	$472.50
c) Ministry of Environment-Site Profile Referral	$100.00	$100.00
d) Address Number Change Request (owner initiated)	$150.00	$150.00
e) Road Name Change Fee (owner initiated)	$500.00	$500.00
f) Land Title Search (when not provided at time of application)	$20.00	$20.00
g) File Search or comfort letter initial fee for first hour	$160.00	$250.00
File search hourly rate (minimum 1/2 hour charge $30)	$60.00	$60.00
Property File review request (new)		$25.00

Map and Bylaw Rates

a) Plotter Printing Fees for all documents over 11" X 17"/ per sq/m (A1 page = 0.5 sq/m)	$6.00	$12.00
b) Bylaws (OCP, Zoning, Subdivision and Development)/page (note: large bylaw maps shall be charges separately as above)	As outlined in Appendix 1 Administrative Rates	As outlined in Appendix 1 Administrative Rates

Land Administration Services

a) Prepare document and register with Land Titles Office	$1200 min or actual cost [1]	$1200 min or actual cost [1]
b) Prepare amended document and register with LTO	$840 min. or actual cost [1]	$840 min. or actual cost [1]
c) Prepare discharge document and register with LTO	$840 min. or actual cost [1]	$840 min. or actual cost [1]
d) Prepare document (lease, licence, sub-licence) not registered with LTO	$300.00	$300.00
e) Amend or renew document (lease, licence, sub-licence)	$150.00	$150.00
f) Location Certificate (Licenced BC Land Surveyor prepared)	Actual cost	Actual Cost
g) Use of City Owned Lands	Market Value	Market Value
h) Appraisals	Actual cost	Actual Cost
i) To raise title on Park or Road for the purposes of Disposition	$1200 min or actual cost [1]	$1200 min or actual cost [1]
j) Road Closure Permit	$96.60	$135.00
l) City Survey Costs	Actual cost	Actual Cost
Removal of Section 57 Notice on Title	$500.00	$500.00

Appendix 20		
PLANNING AND DEVELOPMENT	**Effective March 1, 2018**	**2019**

[1] Any additional city legal and/or survey costs which are required in the processing of any of the applications listed in this Application Fee Schedule will be borne by the applicant including but not limited to the preparation and registration of restrictive covenants, land use Contract Amendments, Statutory Rights-of-Way, Road Closure and Disposition, etc.

Development Applications Refunds

Development Cost Charges, DCC, Refund:

Refunds for development cost charges are to be addressed as per City of Penticton Development Cost Charges Bylaw No. 2007-79 as amended or superceded.

Density Bonus Refund:

Density bonus paid as part of building permit issuance, construction beyond the footings not started, as determined by the Director of Development Services – Upon cancellation of the building permit or building permit application refund all density bonus paid less an administrative fee of $250.

Density bonus paid as part of building permit issuance, construction beyond the footings started as determined by the Director of Development Services – The person seeking a refund must make a submission for a refund in the prescribed form to the Director of Development Services or the designate who will prepare a report for Council's consideration.

Council will consider the matter and may by resolution:

a. authorize the density bonus refund subject to conditions as; or

b. refuse the request for a density bonus refund;

c. refer the matter to staff or a future Council meeting; or

d. such other determination as Council may direct.

As a requirement of any density bonus refund the development permit and/or building permits must be cancelled and the development permit must be discharged from the title of the land – all density bonus paid shall be refunded less an administration fee of:	$250.00 and a discharge notice of fee of $250.00	$250.00 and a discharge notice of fee of $250.00

City infrastructure[1] requirements as part of Subdivision:

Subdivision not approved and infrastructure not installed – Upon cancellation of the preliminary layout approval, refund infrastructure charges less an administrative fee of:

a. For Single Family, Duplex and smaller developments	$470.00	$470.00
b. For all other larger developments	$990.00	$990.00
Subdivision not approved and infrastructure installed	No Refund	No Refund
Subdivision approved	No Refund	No Refund

City infrastructure[1] requirements as part of Zoning:

Zoning Bylaw amendment not adopted and infrastructure not installed – Upon rescinding all readings of the Zoning Bylaw amendment refund infrastructure charges less an administrative fee of:

a. For Single Family, Duplex and smaller developments	$470.00	$470.00

Appendix 20		
PLANNING AND DEVELOPMENT	**Effective March 1, 2018**	**2019**
b. For all other larger development	$990.00	$990.00
Zoning Bylaw amendment not adopted and infrastructure installed	No Refund	No Refund
Zoning Bylaw Amendment adopted	No Refund	No Refund

Development Variance Permit Application Fee:

a. Cancellation of a development variance permit application not reveiwed at a Technical Planning Committee meeting	N/A	$500.00
b. Cancellation of a development variance permit application, discussed at a Technical Planning Committee meeting but not scheduled for delegations and submissions at Council	N/A	$250.00
c. Development variance permit application scheduled for Council consideration	N/A	No Refund

Development Permit Application Fee:

a. Cancellation of a development permit application not reveiwed at a Technical Planning Committee meeting	N/A	$500.00
b. Cancellation of a development permit application discussed at a Technical Planning Committee meeting but not scheduled for Council consideration.	N/A	$250.00
c. Development permit application considered by Council	N/A	No Refund

Rezoning Application Fee:

a. Cancellation of a rezoning application not reveiwed at a Technical Planning Committee meeting	N/A	$1000.00 + associated Public Hearing signage fees
b. Cancellation of a rezoning application discussed at a Technical Planning Committee meeting but has not considered by Council	N/A	$600.00 + associated Public Hearing signage fees
c. Rezoning application considered by Council	N/A	No Refund
Official Community Plan, (OCP) Amendment Application Fee:		
a. Cancellation of an OCP amendment application not reviewed at a Technical Planning Committee meeting	N/A	$1000.00 + associated Public Hearing signage fees
b. Cancellation of an OCP amendment application reveiwed by the Technical Planning Committee but not considered by Council	N/A	$600.00 + associated Public Hearing signage fees
c. OCP amendment application considered by Council	N/A	No Refund
Subdivision Application Fee Refund		
a. Cancellation of a subdivision application that has not been reveiwed at a Technical Planning Committee meeting	N/A	75% of original application fee
b. Cancellation of a subdivision application reveiwed by the Technical Planning Committee but has not been issued preliminary layout approval (PLA)	N/A	50% of original application fee
c. Subdivision has been issued or refused Preliminary Layout Apporval (PLA)	N/A	No Refund

Appendix 20		
PLANNING AND DEVELOPMENT	**Effective March 1, 2018**	**2019**
Landscaping Security Refund:		
a. In the case where a development has paid a landscape bond, but the development has not proceeded.	N/A	full refund minus a $350.00 administration fee

Agriculture Land Reserve (ALR) Application Fee:

a. Cancellation of an ALR application that has not been forwarded to the Agricultural Land Commission (ALC)	N/A	$1,200
b. Cancellation of an ALR application that has been forwarded to the Agricultural Land Commission	N/A	No Refund

Notes:

1. City Infrastructure is defined as:

a. Any items related to the City of Penticton water, sanitary, storm system including main line pipe, appurtenances, services etc.

b. Any items related to roads, sidewalks, curb, gutter, signs etc.

Sign Permit Fees:

For the purpose of calculating the fee for a sign permit, the value of construction shall be the total contract price for the work, including all subcontractors, or the value of construction as determined by the Building Inspector on the basis of the plans, specifications and information available, whichever value shall be the greater.

for enlargement, conversion, alteration or relocation of a sign for which a permit has been issued	$30.00	$30.00
signs with a value of $1,000 or less (per sign)	$50.00	$50.00
for each $1,000 of part thereof, by which the value exceeds the sum of $1,000 (per sign)	$10.00	$10.00
Variance to the Sign Bylaw	$601.00	$700.00
Where any sign has been erected without a permit having previously been obtained, the fee for obtaining such permit shall be double the amount of the regular permit fee	minimum $100 fine	minimum $100 fine

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019

Note: Lifeguard/Instructor wages + 5% Admin Fee to be added to rental

1 Lane (minimum 3 lane rental required for booking unless special permission)

Non Profit/Local

Child/Youth	$5.33	$5.43
Adult	$12.61	$12.86
Local Private	$15.96	$16.28
Local Commercial	$27.90	$28.46
Non-Resident	$39.86	$40.66

3 Lanes

Non Profit/Local

Child/Youth	$15.82	$16.14
Adult	$37.44	$38.19
Local Private	$47.85	$48.81
Local Commercial	$83.71	$85.39
Non-Resident	$119.60	$121.99

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019
4 Lanes to a Maximum of 13 Lanes Multiply # of Lanes X 1 Lane Rate		
Leisure Pool		
Note: Leisure Pool Rate is 7 Lane Rate		
Non Profit/Local		
Child/Youth	$37.29	$38.03
Adult	$88.22	$89.98
Non Profit/Local		
Local Private	$111.68	$113.91
Local Commercial	$195.35	$199.26
Non-Resident	$279.08	$284.66
Full Aquatic Facility		
Note: Full Aquatic Facility Rate is 15 Lane Rate		
Non Profit/Local		
Child/Youth	$79.88	$81.47
Adult	$189.02	$192.80
Non Profit/Local		
Local Private	$239.32	$244.10
Local Commercial	$418.59	$426.96
Non-Resident	$598.03	$609.99

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019
Public Swimming		
Single Admission		
Preschool	$1.19	$1.25
Child	$4.05	$4.25
Youth	$5.00	$5.25
Adult	$5.95	$6.25
Senior	$5.00	$5.25
Super Senior	$4.05	$4.25
Family	$15.24	$16.00
10 Tickets		
Preschool	$10.48	$11.00
Child	$36.19	$38.00
Youth	$44.76	$47.00
Adult	$53.33	$56.00
Senior	$44.76	$47.00
Super Senior	$36.19	$38.00
Family	$137.14	$144.00
1 Month		
Preschool	$10.48	$11.00
Child	$36.19	$38.00
Youth	$44.76	$47.00
Adult	$53.33	$56.00
Senior	$44.76	$47.00
Super Senior	$36.19	$38.00
Family	$137.14	$144.00

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019
3 Months		
Preschool	$25.71	$27.00
Child	$89.52	$94.00
Youth	$99.05	$104.00
Adult	$139.05	$146.00
Senior	$99.05	$104.00
Super Senior	$89.52	$94.00
Family	$329.52	$346.00
6 Months		
Preschool	$47.62	$50.00
Child	$159.05	$167.00
Youth	$179.05	$188.00
Adult	$239.05	$251.00
Senior	$179.05	$188.00
Super Senior	$159.05	$167.00
Family	$599.05	$629.00
12 Month Annual Pass		
Preschool	$72.38	$76.00
Child	$249.52	$262.00
Youth	$279.05	$293.00
Adult	$379.05	$398.00
Senior	$279.05	$293.00
Super Senior	$249.52	$262.00
Family	$929.52	$976.00

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019
Fitness Room/Pool Combined		
Single Admission		
Youth	$7.38	$7.75
Adult	$10.24	$10.75
Senior	$7.38	$7.75
Super Senior	$6.43	$6.75
Family	N/A	$25.36
10 Tickets		
Youth	$65.71	$69.00
Adult	$91.43	$96.00
Senior	$65.71	$69.00
Super Senior	$57.14	$60.00
Family	N/A	$226.50
1 Month		
Youth	$65.71	$69.00
Adult	$91.43	$96.00
Senior	$65.71	$69.00
Super Senior	$57.14	$60.00
Family	N/A	$226.50
3 Months		
Youth	$173.33	$182.00
Adult	$234.29	$246.00
Senior	$173.33	$182.00
Super Senior	$141.90	$149.00
Family	N/A	$583.00
6 Months		
Youth	$304.76	$320.00
Adult	$406.67	$427.00
Senior	$304.76	$320.00
Super Senior	$243.81	$256.00
Family	N/A	$1,014.00

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019
12 Month Annual Pass		
Youth	$479.05	$503.00
Adult	$641.90	$674.00
Senior	$479.05	$503.00
Super Senior	$386.67	$406.00
Family	N/A	$1,599.50
FITNESS ROOM / PUBLIC SWIMMING DAY PASS - Admission Rates		
Single Admission		
Youth	$10.95	$11.50
Adult	$14.76	$15.50
Senior	$10.95	$11.50
Super Senior	$9.05	$9.50
Family	N/A	$36.75
Agency Activity Pass - Annual	$599.05	$629.00
Access Passes	Eligible Persons with disabilities: 25% off 10 Ticket, 1, 3, 6, 12, month passes for pool and fitness room	Eligible Persons with disabilities: 25% off 10 Ticket, 1, 3, 6, 12, month passes for pool and fitness room

Appendix 21

POOL/AQUATICS	Effective April 1,2018	Effective April 1,2019
CLINIC RATES		
Weekly Pool		
Senior	$12.38	$13.00
Adult	$14.76	$15.50
Weekly Fitness/Pool		
Senior	$18.10	$19.01
Adult	$25.24	$26.50
Monthly Pool		
Senior	$33.81	$35.50
Adult	$40.24	$42.25
Monthly Fitness/Pool		
Senior	$49.29	$51.75
Adult	$68.57	$72.00
10 Ticket Pool		
Senior	$36.19	$38.00
Adult	$42.86	$45.00
Fitness/Pool 10 Ticket		
Senior	$52.38	$55.00
Adult	$73.33	$77.00

Appendix 24

Recreation - Miscellaneous	Effective April 1,2018	Effective April 1,2019
Gymnasium Drop -In		
Single Visit	$4.05	$4.25
Family	$10.00	$10.50
Service Fees		
Membership Card Replacement	$2.14	$2.25
*Non-Profit Sport/Recreation Groups	$2.14	$2.25
*Non-Profit Theatre Tickets	$2.14	$2.25
*Commercial Theatre Tickets	$2.62	$2.75
* Subject to applicable taxes and card service (Visa/Master/Amex) fees for credit card use.		
Agency Activity Pass - Annual	$599.05	$629.00
Access Passes	Eligible Persons with disabilities: 25% off 10 Ticket, 1, 3, 6, 12, month passes for pool and fitness room	Eligible Persons with disabilities: 25% off 10 Ticket, 1, 3, 6, 12, month passes for pool and fitness room
Group Discounts	10% off drop-in admission rates for groups of 10 or more. 20% off drop-in admission rates for groups of 20 or more. Non School District 67 schools*: 50% off drop-in admission rates for groups of 30 or more.	10% off drop-in admission rates for groups of 10 or more. 20% off drop-in admission rates for groups of 20 or more. Non School District 67 schools*: 50% off drop-in admission rates for groups of 30 or more.
Recreation Program Fees		
Program fees set at a level sufficient at minimum to cover all instructor, expendable and consumable materials and extraordinary costs plus an additional 20%.		

Appendix 24

Recreation - Miscellaneous	Effective April 1,2018	Effective April 1,2019
Storage Rental (Community Centre Gym)		
4x7x10 compartment (per month)	$25.93	$26.45
Misc. Storage Rentals/sq feet/month (minimum $10/month)	$0.62	$0.64
Piano Rental		
The Licensee shall be responsible for and shall pay for the tuning of the Piano if required	Actual Cost	Actual Cost
Grand/Upright Piano (1/3 of a day)	$12.13	$12.37
Concert Steinway Piano		
Commercial - 1 day of First day	$187.08	$190.83
Commercial - Subsequent Days	$93.53	$95.40
Non-Profit 1 day or first day	$93.53	$95.40
Non-profit - Subsequent days	$46.77	$47.70
Specialty Items		
Community Centre Equipment Rentals	market value	market value
Community Centre Retail Merchandise	mark up at Retail Price to reflect 25%-50%	mark up at Retail Price to reflect 25%-50%
RV Overnight Parking Permit (a window permit is issued to those user groups requiring an RV on site for special event security - pending approval by the PRC Director of designate. Permit is issued through the RCMP.	$30.28	$30.88
McLaren Arena Advertising		
~~Floor Decals~~	~~$299.00~~	Remove
Standard Rink Boards	$399.00	$499.00
~~Ice Resurfacing Decals~~	~~$499.00~~	Remove
On-site advertising/promotion per week (commercial)	$50.00	$50.00

Non School District 67 Schools* are defined as grade schools (K-12) located within City of Penticton boundaries and Penticton Indian Band lands. The Non School District 67 Schools rates are applicable during school hours.

Appendix 25

SEWER	2018	2019

Such charges to be effective immediately upon the expiration of 180 days (60 days in the case of a renovated building) from the date of validation of the building permit, provided however, that this amount may be pro-rated from the effective date to December 31 of the year in which the building is built or renovated.

An extension to the 180 day period will be considered providing the builder applies **in writing** to Building & Licence Division prior to the expiration of the 180 day period. Should a request come from a builder **after** the expiration of the 180 day period, an extension may still be granted upon payment of an administration fee:

Extensions are only to be granted in multiples of 30 days, ie 30, 60, 90 days.

Sanitary Sewer Charges based on Treated Water Use

Residential Use Monthly Fixed Sanitary Sewer Rates Based on Water Meter Size charged April to October		
13mm / 16mm / 19mm (1/2 inch, 5/8 inch and 3/4 inch /month April to October)	$28.28	$31.96
25mm (1 inch) / month April to October	$70.71	$79.90
38 mm (1 1/2 inches) / month April to October	$141.41	$159.79
50 mm (2 inches) / month April to October	$226.26	$255.67
75 mm (3 inches) / month April to October	$494.95	$559.29
100 mm (4 inches) / month April to October	$890.91	$1,006.73

PLUS Variable Sanitary Sewer Generation Charge based on Water Use for all Meter Sizes charged November to March

Variable Consumption Charge / 2.83 cubic meters (100 cubic feet) charged monthly November to March [Minimum monthly consumption charge for 3/4" meter size customer based on 250 cubic feet]	$5.43	$6.87

Non- Residential Use Monthly Fixed Sanitary Sewer Rates Based on Water Meter Size charged January to December

13mm / 16mm / 19mm (1/2 inch, 5/8 inch and 3/4 inch /month January to December)	$14.14	$15.65
25mm (1 inch) / month January to December	$35.35	$39.13
38 mm (1 1/2 inches) / month January to December	$70.71	$78.28
50 mm (2 inches) / month January to December	$113.13	$125.24
75 mm (3 inches) / month January to December	$247.47	$273.96

Appendix 25		
SEWER	**2018**	**2019**
100 mm (4 inches) / month January to December	$445.45	$493.14

PLUS Variable Sanitary Sewer Generation Charge based on Water Use for all Meter Sizes

Variable Consumption Charge / 2.83 cubic meters (100 cubic feet) charged monthly January to December	$2.71	$3.00
Request for Reduction Submission and Review	$100.00	$100.00
Fee for falsification of information on a Request for Reduction	$500.00	$500.00

NOTES

Residential Uses includes: All single family, duplex, multi-family and mobile home parks

Non Residential Customers may apply after paying the prescribed fee to the City for a reduction in the % of water use to calculate the sanitary sewer consumption fee to account for business practices that create a large discrepancy between water use and sewage generation.

The following business practices will be eligible for consideration for a reduction:

i. Water used to produce a product for sale that is consumed or used off the site. Examples include: Concrete production, off sales beer and wine, take out coffee and soft drinks.

ii. Water used to irrigate plants that are sold. Examples include: Garden Centers.

iii. Water used in a cooling process that does not enter the sanitary sewer.

iv. Water used by contractors in water trucks for dustcontrol.

The requested reduction in water use must be substantiated either through:

i. The installation and reading of a water meter that will monitor the water used in the process for which the reduction is being sought.

ii. Financial records or audit documents prepared by an accountant or a report prepared by a professional engineer that calculates the volume of water that should be considered for reduction.

The cost of producing the substantiation is to be borne by the party requesting the reduction.

No reduction will be granted for volumes of water less than 5%.

Appendix 25		
SEWER	**2018**	**2019**

A person found to have submitted false information to support their reduction request will be required to pay the Fee for falsification of information on a Request for Reduction

Sanitary sewer charges no water meter or no water service (per month)

Fee based on property zoning as follows:

For properties zoned Single Family Residential	$28.28	$31.31
For properties zoned l Multi Family Residential	$40.25	$44.56
For properties zoned Commercial	$94.64	$104.77
For properties zoned Industrial	$642.89	$711.71
For all other properties	$94.64	$104.77
Sanitary sewer charges based on a negotiated agreement	Fee to be as per the agreement approved by Council	Fee to be as per the agreement approved by Council
Sanitary Sewer Fixture Charge	$39.36	$43.57
Minimum flat rate charge for sanitary sewer for residential properties adjacent to a sanitary sewer main but not connected	$34.27	$37.94
Minimum flat rate charge for sanitary sewer for non-residential properties adjacent to a sanitary sewer main but not connected	$277.39	$307.09
Permit to Discharge	$244.00	$248.00
Evaluation of restricted wastes of over strength matter	Actual cost	Actual cost
Over strength B.O.D. charge (over 300 mg/l)	$0.54/kg	$0.57/kg
Over strength C.O.D. surcharge (over 600 mg/l)	Fee to be developed	Fee to be developed
Over strength oil and grease surcharge (over 100 mg/l)	$0236/kg	$0.247/kg
Over strength phosphorous surcharge (over 10 mg/l)	Fee to be developed	Fee to be developed
Over strength total suspended solids surcharge (over 300 mg/l)	$0.55/kg	$0.58/kg

Septic Waste Receiving Facility Rate - Tipping Fee

Tipping Fee for receiving septic waste	$35.00 per cubic meter	$36.00 per cubic meter

Appendix 25

SEWER	2018	2019
Sanitary or Storm Sewer Service Connections		
(a) 100mm (4") sanitary or storm sewer service and connections	$3,500.00	$3,500.00
(b) Two – 100mm (4") sanitary or storm sewer service and connections installed in the same trench	$4,100.00	$4,100.00
(c) All other sanitary or storm sewer and service and connections	Actual Cost	Actual Cost
(d) When winter conditions prevail or hot mix asphalt is not available, if installation is to proceed, add $525.00 each to the estimated and flat rate costs for service provided by the city that requires excavation.	$550.00	$550.00
(e) Repair of service failure or interruption	Actual Cost	Actual Cost
(f) Winter Trench Repair maintenance	$450.00	$450.00
(g) Reconnecting to a capped sewer service - No work by City - Reconnection Fee Only	$220.00	$220.00
(h) Sanitary or Storm Sewer Service Video Inspection	$180.00	$182.00

In the event problem is determined to be caused by the City or the responsibility of the City all associated costs shall be applied to the City.

Other:

(a) Service inspection of an irrigation water service, treated water service, sanitary sewer service and storm sewer service.	$172.00	$175.00
(b) Termination of an irrigation water service, treated water service, sanitary sewer service and storm sewer service	$1,675.00	$1,675.00
(c) Service calls regarding water service, treated water service, sanitary sewer service and storm sewer service	Actual Cost	Actual Cost

Appendix 28

VENDING FEES	2018	2019
Park, Beach and Street Vending Fees		
One Year Permits (Victoria Day - Labour Day weekends)		
Price per 10'x10' spot annually (3 year terms available, rate adjusted annually by CPI)		
Beach and Park Vending Fee (annually) 10'*10' Okanagan Prime Plus	$1,550.00	$1,581.00
Beach and Park Vending Fee (annually) 10'*10' Okanangan Prime	$1,400.00	$1,428.00
Beach and Park Vending Fee (annually) 10'*10' Okanagan Secondary	$1,325.00	$1,351.50
Beach and Park Vending Fee (annually) 10'*10' Skaha Prime	$1,325.00	$1,351.50
Beach and Park Vending Fee (annually) 10'*10' Skaha Secondary	$1,300.00	$1,326.00
Sudbury Beach Shack	$1,500.00	$1,530.00
Street Vending Fees		
One Year Permit 6' x 12'	$1,325.00	$1,351.50
Motorized and Non-Motorized Mobile Vending (Victoria Day - Labour Day weekends)		
Seasonal Motorized Mobile Vending Fee	$1,880.00	$1,917.60

Appendix 29

WATER	2018	2019
Utility Administration Rates		
Utility credit references (current or recent account)	$16.50	$17.00
Archived account	$29.00	$30.00
Utility account history	$16.50	$17.00
Interest rate on delinquent utility accounts	10% per annum	10% per annum
Special water meter reading	$36.25	$36.25
Special water meter inspection fee	$36.25	$36.25
AMR OPT OUT		
AMR Opt Out manual water meter reading for an individual meter	$19.25	$27.50
AMR Opt Out manual combined electric and water meter reading for an individual for an individual meter read	$20.25	$28.50
AMR Opt Out manual water meter reading for a meter bank installation	$19.25 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter	$27.50 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter
AMR Opt Out combined electric and water meter reading for a combined electric and water meter bank installation	$20.25 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.	$29.50 for the first meter and $1.00 per read for each additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.
Applications / Connect / Disconnect / Reconnect		
City padlocks	$22.50	$22.50
City lock boxes (installed by City)	$68.00	$68.00
City lock boxes (installed by customer)	$50.00	$50.00
Utility application fee – next day service	$32.50	$33.00
Utility application fee – same day service (accounts with combined electric and water)	$94.50	$105.00
Utility application fee (water only) same day service (accounts that only have water services)	$65.00	$65.00
Water disconnect / re-connect fee (for non payment during regular City hall hours)	$63.00	$65.00
Water disconnect / re-connect fee (for non payment after hours without call-out)	$90.50	$91.50
Water disconnect or re-connect (customer / agent request during City hall hours)	$31.50	$32.00
Water disconnect or re-connect (customer / agent request after hours without call-out)	$45.50	$46.00
Water disconnect or re-connect (customer / agent request after hours with call-out)	$211.50	$213.00
Illegal reconnection administration charge	$275.00	$280.00
Utility fee - Leave on Authorized	$12.00	$12.25

Appendix 29		
WATER	**2018**	**2019**
Water Disconnection (for non-payment) requiring capping or plugging service	$227.00	$230.00
Special Administration charge per service	$27.50	$28.00

Non Treated Irrigation Water Charges

No Meter

Non-treated irrigation water per acre per year	$164.57	$171.15
Minimum charge for non-treated irrigation water / year	$164.57	$171.15
Household use from a connection to the untreated irrigation water system, unless metered, in which case metered rates then apply. (per annum per residence)	$386.23	$401.68

Monthly Fixed Non Treated Irrigation Water Meter Rates based on Meter Size

13mm / 16mm / 19mm (1/2 inch, 5/8 inch and 3/4 inch /month)	$10.70	$11.13
25mm (1 inch) / month	$22.94	$23.86
38 mm (1 1/2 inches) / month	$67.59	$70.29
50 mm (2 inches) / month	$148.82	$154.77
75 mm (3 inches) / month	$427.24	$444.33
100 mm (4 inches) / month	$939.44	$977.02
150 mm (6 inches) / month	$2,636.65	$2,742.12

PLUS Variable Consumption Charge for all Meter Sizes

Variable Consumption Charge / 2.83 cubic meters (100 cubic feet)	$0.26	$0.27

Reclaimed Treated Effluent for Irrigation Charges

Monthly Fixed Reclaimed Treated Effluent Meter Rates Based on Meter Size

13mm / 16mm / 19mm (1/2 inch, 5/8 inch and 3/4 inch /month)	$11.01	$15.30
25mm (1 inch) / month	$26.25	$57.49
38 mm (1 1/2 inches) / month	$64.34	$69.85
50 mm (2 inches) / month	$143.53	$164.64
75 mm (3 inches) / month	$396.43	$360.70
100 mm (4 inches) / month	$871.69	$761.37
150 mm (6 inches) / month	Potable water has no 6' fee	Potable water has no 6' fee

PLUS Variable Consumption Charge for all Meter Sizes

Variable Consumption Charge / 2.83 cubic meters (100 cubic feet)	$0.86	$1.13

Treated Water Rates

Monthly Fixed Treated Water Meter Rates Based on Meter Size

13mm / 16mm / 19mm (1/2 inch, 5/8 inch and 3/4 inch /month)	$28.80	$30.60
25mm (1 inch) / month	$92.58	$114.97
38 mm (1 1/2 inches) / month	$141.12	$139.70
50 mm (2 inches) / month	$324.92	$329.27
75 mm (3 inches) / month	$750.32	$721.39

Appendix 29		
WATER	**2018**	**2019**
100 mm (4 inches) / month	$1,580.05	$1,522.74

PLUS Variable Consumption Charge for all Meter Sizes

Variable Consumption Charge / 2.83 cubic meters (100 cubic feet)	$2.17	$2.26

Notwithstanding the above basic charges, should a 150 mm (6") meter be provided in conjunction with a 150 mm (6") line for the purpose of providing the dual requirements of domestic water and fire protection, the basic charge will be based on the size of meter that would be required to service the domestic water needs of the complex as determined by the Public Works Supervisor. This charge is to commence at the time of the installation of the meter. Prior to the installation of the meter, the service is to be billed at a 25 mm (1") unmetered rate.

Monthly Fixed Non Metered Treated Water Rates Based on Service Size

13mm / 16mm / 19mm (1/2 inch, 5/8 inch and 3/4 inch /month)	$46.30	$48.87
25mm (1 inch) / month	$126.90	$150.80
38 mm (1 1/2 inches) / month	$243.91	$247.04
50 mm (2 inches) / month	$541.84	$555.80
75 mm (3 inches) / month	$1,413.11	$1,413.52
100 mm (4 inches) / month	$2,987.85	$2,992.88
Treated water charges based on a negotiated agreement	Fee to be as per the agreement approved by Council	Fee to be as per the agreement approved by Council
Minimum charge for treated water for domestic purposes	Fee to be minimum monthly Basic Charge based on the meter size or the minimum monthly charge based on the size of service	Fee to be minimum monthly Basic Charge based on the meter size or the minimum monthly charge based on the size of service

Mimimum Flat Rate Charges for Properties located adjacent to a Treated Water Main but not Connected:

Fee based on property zoning as follows:

For properties zoned Single Family Residential	$46.30	$48.87
For properties zoned l Multi Family Residential	$126.90	$150.80
For properties zoned Commercial	$243.91	$247.04
For properties zoned Industrial	$2,987.85	$2,992.88
For all other properties	$243.91	$247.04

Sundry Charges		
Sign on of new customer	$27.00	$27.00
Special Administration charge per service	$16.00	$16.00
Transfer fee per service	N/A	N/A

When a customer applies for electric and water service/transfer of service at the same time, only one application/transfer fee will apply

Any applicable Federal or Provincial taxes are in addition to the above charges

A discount forfeit equal to 10% of the "current charges" (excluding Goods & Services Tax) will result if full payment of current charges is not received as follows:

a) on "residential and residential/special services" (rate codes 10 and 15). On or before the expiration of fifteen (15) days afater the date of the mailing of the invoices therefore,

Appendix 29		
WATER	**2018**	**2019**

b) on all other services not included in the definition of "residential or residential/special services" on or before the expiration of twenty-two (22) days after the date of the mailing of the invoices thereof,

provided that when the said day falls on a Saturday, Sunday, or holiday, the discount shall apply if payment is received on the next succeeding day which is not a holiday.

In the event of a partial payment of the current charges on or before the discount date, a proportionate discount shall be allowed.

The A.R.D.A. rate referred to in this bylaw is billed on the annual property tax notice and is not subject to the 10% discount. Rather a 10% penalty is applicable if unpaid on the tax penalty date in each year.

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

Treated and Irrigation Services and Metering

AMR Opt Out treated or irrigation water meter, old style meter, use of a digital non radio frequency electric meter	$201.00 per meter	$201.00 per meter
AMR Opt Out treated or irrigation water meter, new style meter, use of a digital non radio frequency electric meter	$42.25 per meter	$42.25 per meter

(a) Treated and Irrigation water service supply and installation, not including meter or meter chamber. Fee to be as follows:

19mm (¾") water service	$2,720.00	$2,750.00
25 mm (1") water service	$3,500.00	$3,500.00
All other water services	Actual Cost	Actual Cost

(b) Treated and Irrigation water meter supply and installation, not including meter chamber. Fee to be as follows:

19mm (¾") water meter	$450.00	$455.00
25 mm (1") water meter	$578.00	$640.00
38 mm (1 ½") water meter with register and Radio Fequency	$1,025.00	$1,120.00
50 mm (2") compound water meter with register and Radio Frequency	$3,600.00	$3,760.00
(c) All other water meters with register and Radio Frequency	Actual Cost	Actual Cost
(d) Water meter chamber up to 25 mm (1") supply and installation (in conjunction with service install)	$840.00	$850.00
(e) Water meter chamber up to 25 mm (1") supply and installation (not installed with service)	$1,840.00	$1,850.00
(f) Provision of temporary water	Actual Cost	Actual Cost
(g) All other water meter chambers supply and installation	Actual Cost	Actual Cost
(h) Water meter register and Radio Frequency - Supply and install	$250.00	$250.00
(i) Water meter testing or repair if replacement is required and deemed the fault of the owner additional charges may be applied.	$92.00	$93.00

Note: if the meter is found to be accurate within 98.5% - 101.5%, the party disputing the accuracy of the meter shall bear the cost. If the meter is found not be accurate within the above limlits the City shall bear the costs.

Customer request to relocate (or alter due to construction) meter or appurtences	Actual Cost	Actual Cost

Appendix 29		
WATER	**2018**	**2019**
Water Connection Charges		
(a) Service inspection of an irrigation water service, treated water service, sanitary sewer service and storm sewer service.	$172.00	$173.00
(b) Termination of an irrigation water service, treated water service, sanitary sewer service and storm sewer service	$1,675.00	$1,675.00
(c) Service calls regarding water service, treated water service, sanitary sewer service and storm sewer service	Actual Cost	Actual Cost

Fire Hydrants (both City and private hydrants)

(a) Fire hydrant supply and installation not requiring curb, gutter and asphalt work	$7,500.00	$7,500.00
(b) Fire hydrant supply and installation requiring curb, gutter and asphalt work	$9,000.00	$9,000.00
(c) Fire Hydrant rental (includes hook-up and water usage) Note: if total # of days is not known (amount to be billed)	$112.00 first day and $22.00 each day thereafter	$112.00 first day and $22.00 each day thereafter
(d) Portable water meter rental	$16.75 per day (plus cost of water used at the current metered rate)	$16.75 per day (plus cost of water used at the current metered rate)
(e) Fire Hydrant Implementation	$170.00	$171.00

Other:

(a) Service inspection of an irrigation water service, treated water service, sanitary sewer service and storm sewer service.	$172.00	$173.00
(b) Termination of an irrigation water service, treated water service, sanitary sewer service and storm sewer service	$1,675.00	$1,675.00
(c) Service calls regarding water service, treated water service, sanitary sewer service and storm sewer service	Actual Cost	Actual Cost

Appendix 31

STORM WATER UTILITY	Unit	2018	2019
Storm Water NO Direct Connect Fees			
Notes:			
The different categories of Storm Water Utility Rates are based on the Property Tax Classification.			
The following rates apply to properties that are NOT directly connected to the Storm Water System.			
In cases where a property has multiple Property Tax Classifications the City will determine the Property Tax Classification that best represents the property and charge for Storm Water according to that Property Tax Classification.			
Residential			
Single Family Dwellings	$/year per folio	$10.00	$20.50
Multi Family Apartment Buildings with 4 or less units	$/year per folio	$16.00	$32.90
Multi Family Apartment Buildings with more than 4 units	$/year per unit	$5.30	$11.00
Multi Family Dwellings [strata]	$/year per strata	$5.30	$11.00
Farm/Recreational/Non Profit/Supportive Housing			
No Direct Connection to the Storm Sewer	$/year per folio	$10.00	$20.50
Business/Light Industry/Major Industry/Utilities			
No direct connection, with gross assessment value:			
Below $300,000	$/year per folio	$20.30	$41.60
Between $300,001 and $800,000	$/year per folio	$30.40	$62.40
Above $800,000	$/year per folio	$45.60	$93.70
Storm Water Direct Connect Fees			
Notes:			
The different categories of Storm Water Utility Rates are based on the Property Tax Classification.			
The following rates apply to properties that ARE directly connected to the Storm Water System.			
In cases where a property has multiple Property Tax Classifications the City will determine the Property Tax Classification that best represents the property and charge for Storm Water according to that Property Tax Classification.			
Residential			
Single Family Dwellings	$/year per folio	$13.00	$26.70
Multi Family Apartment Buildings with 4 or less units	$/year per folio	$20.80	$42.80
Multi Family Apartment Buildings with more than 4 units	$/year per unit	$6.90	$14.30
Multi Family Dwellings [strata]	$/year per strata	$6.90	$14.30
Farm/Recreational/Non Profit/Supportive Housing			
Direct Connection to the Storm Sewer	$/year per folio	$13.00	$26.70
Business/Light Industry/Major Industry/Utilities			
Direct connection, with gross assessment value:			
Below $300,000	$/year per folio	$26.40	$54.10
Between $300,001 and $800,000	$/year per folio	$39.60	$81.20
Above $800,000	$/year per folio	$59.30	$121.80

The Corporation of the City of Penticton

Bylaw No. 2018-60

A Bylaw to Amend Official Community Plan Bylaw 2002-20

WHEREAS the Council of the City of Penticton has adopted an Official Community Plan Bylaw pursuant to the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Official Community Bylaw 2002-20;

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 "Official Community Plan Amendment Bylaw No. 2018-60."

2. **Amendment:**

"Official Community Plan Bylaw No. 2002-20" is hereby amended as follows:

2.1 Amend Schedule 'B' Future Land Use map and designate Lot 1, District Lot 190 and 2710, Similkameen Division Yale District Plan KAP7449 located at 3200 Evergreen Drive, identified in Schedule 'A' of this bylaw, as Low Density Residential (LR), Medium Density Residential (MR), Parks & Recreation (PR) and Forestry Grazing (FG).

2.2 Amend Schedule 'H' Development Permit Area Map and include Lot 1, District Lot 190 and 2710, Similkameen Division Yale District Plan KAP7449 located at 3200 Evergreen Drive, identified in Schedule 'B' of this bylaw, in the General Multiple Family Development Permit Area, Hillside Hazard DP Area and Environmental Sensitive DP Area.

2.3 Replace Schedule 'E' Hazard Lands in its entirety with the attached Schedule 'E'.

2.4 Replace Schedule 'M' Upper Wiltse Area Structure Plan in its entirety with the attached Schedule 'M' Wiltse Area Structure Plan.

2.5 Schedule 'A', Schedule 'B', Schedule 'E', and Schedule 'M' attached hereto forms part of this bylaw.

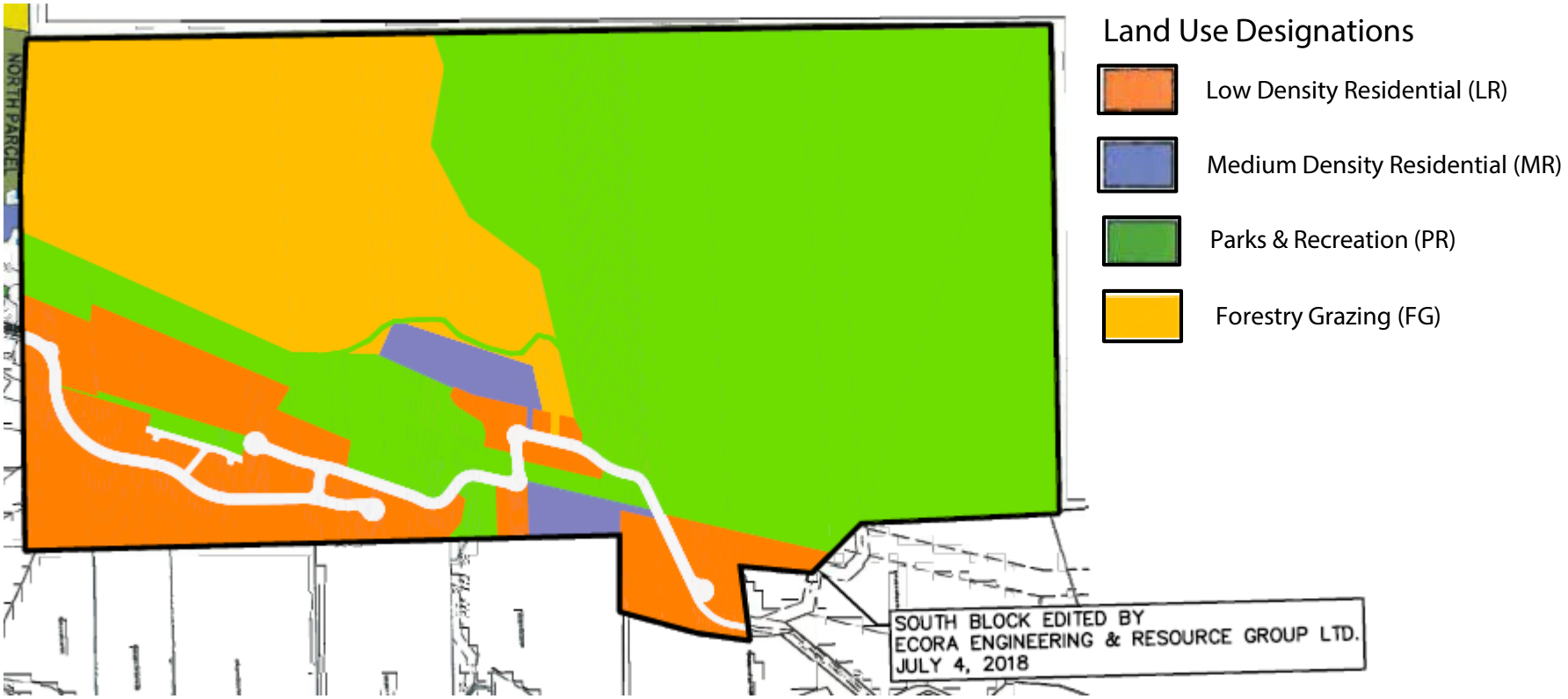
READ A FIRST time this	21	day of	August, 2018
A PUBLIC HEARING was held this	4	day of	September, 2018
READ A SECOND time this		day of	, 2018
READ A THIRD time this		day of	, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 24 of August, 2018 and the 29 of August, 2018 in the Penticton newspapers, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Amend Schedule 'B' Future Land Use Map of OCP Bylaw 2002-20 to designate portions of Lot 1, DL 190 and 2710, SDYD, Plan KAP7449 (3200 Evergreen Dr) as 1) Low Density Residential (LR), 2) Medium Density Residential (MR), 3) Parks & Recreation (PR), and 4) Forestry Grazing (FG)

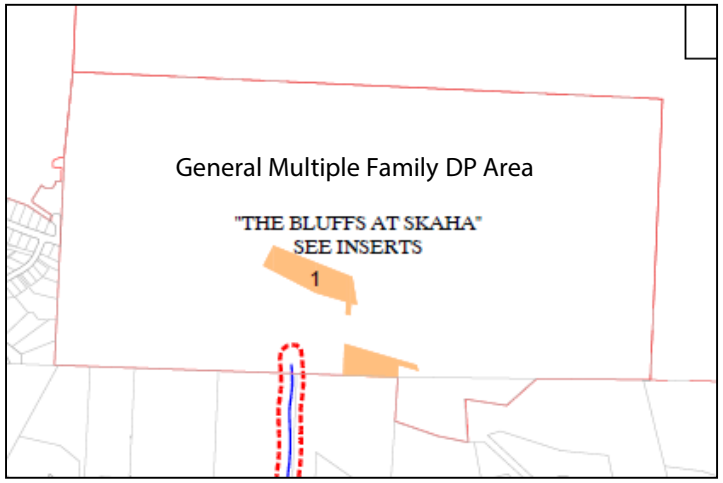


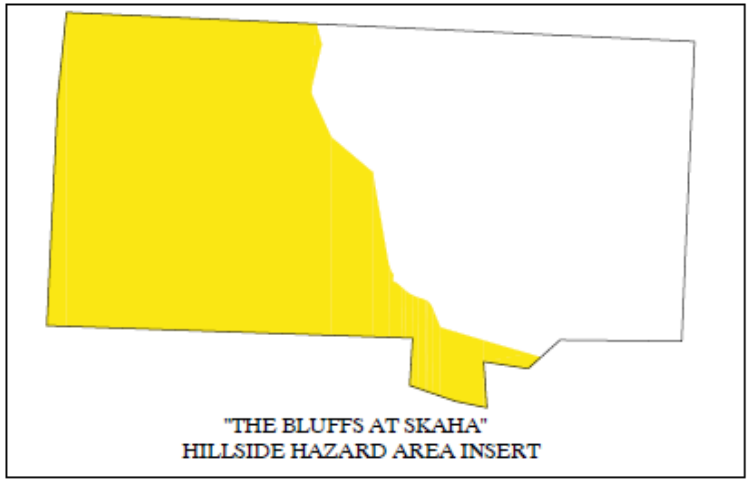
City of Penticton – Schedule 'A'

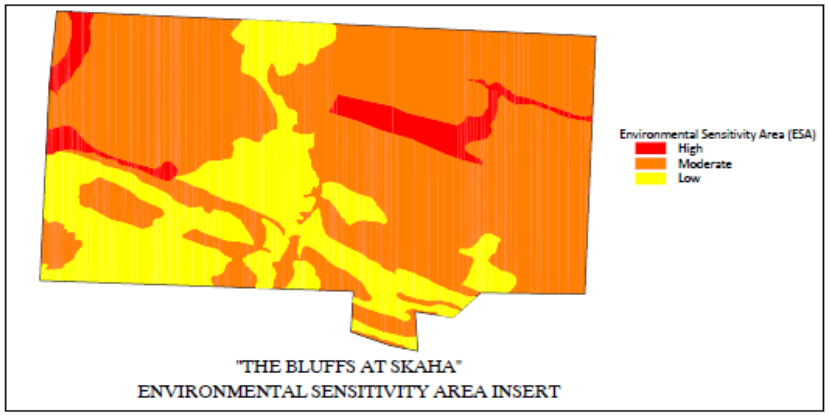
Official Community Plan Amendment Bylaw No. 2018-60

Date: _____ **Corporate Officer:** _____

Amend Schedule 'H' Development Permit Area Map of OCP Bylaw 2002-20 to include portions of Lot 1, DL 190 and 2710, SDYD, Plan KAP7449 (3200 Evergreen Dr) in 1) General Multiple Family DP Area, 2) Hillside Hazard DP Area, and 3) Environmental Sensitive DP Area.







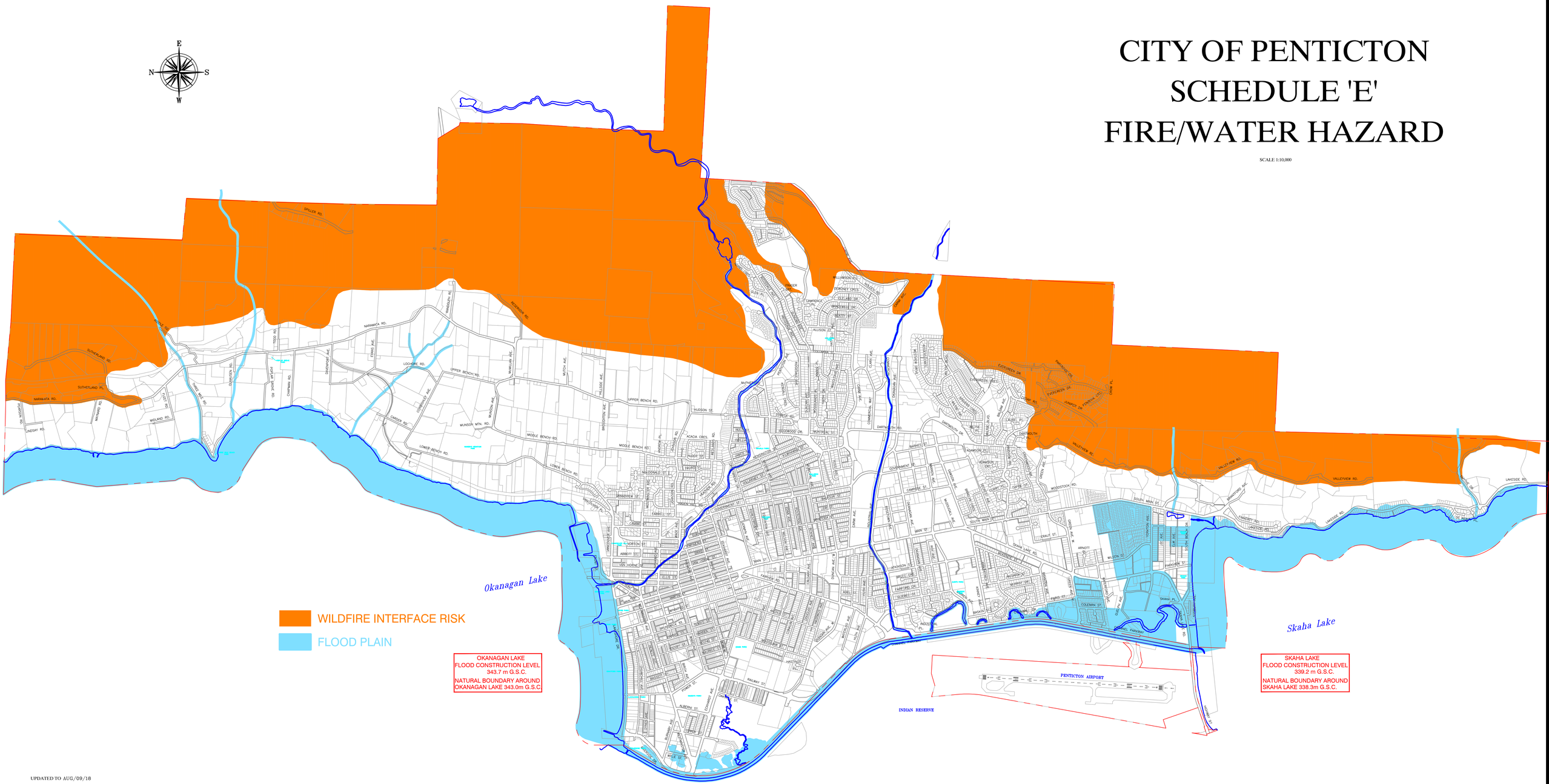
City of Penticton – Schedule 'B'

Official Community Plan Amendment Bylaw No. 2018-60

Date: _____ Corporate Officer: _____

CITY OF PENTICTON
SCHEDULE 'E'
FIRE/WATER HAZARD

SCALE 1:10,000



UPDATED TO AUG/09/18

Wiltse Holdings Ltd.

Wiltse Area Structure Plan – Final Report

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CTQ Consultants Ltd

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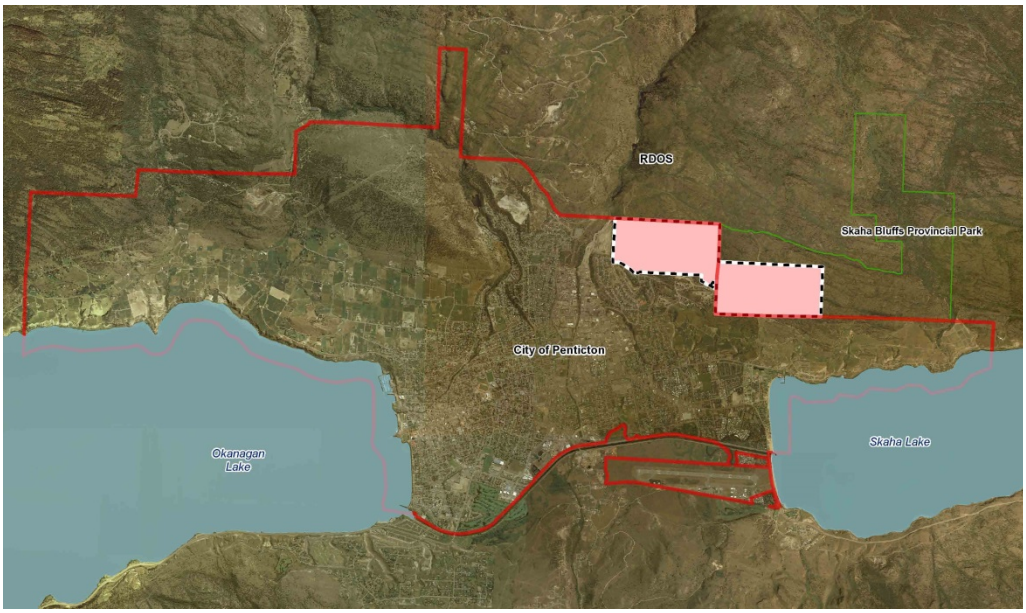
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1.0 Introduction

The Upper Wiltse Area Structure Plan (ASP) focuses on lands located on the Eastern Hillsides of the City of Penticton. The area is known as the Wiltse Plateau (or "Flats") and has long been recognized as a critical long-term supply of land to accommodate new housing for Penticton. The Upper Wiltse land is considered a logical extension of the existing residential area and an opportunity to add a new neighbourhood to Penticton. The area consists of two main parcels of land accounting for approximately 630 acres (255 hectares). Both parcels are in the City of Penticton, the South Block subject to a boundary expansion in June 2018. Although of equal size, the majority of the southern parcel is subject to steep slope terrain and environmental values. The northern parcel is considered to be the land that will accommodate the largest portion of the new development. The entire subject property forming the ASP is owned by Wiltse Holdings of Penticton, BC. Refer to Figure 2 'Context Map' and Figure 3 'Air Photo', in Appendix A.



Prior to any development being considered, the City of Penticton requires the preparation of an Area Structure Plan (or Neighbourhood Plan) to formulate a comprehensive guide for development of these (and potentially adjacent) lands. In 2008/2009 Wiltse Holdings Ltd. commissioned CTQ Consultants Ltd. (Engineers, Planners, and Landscape Architects) to prepare such a plan. During 2009 and 2010 CTQ worked with the City's Planning Department to prepare the Terms of Reference that would address all of the City's planning and development requirements for the Area Structure Plan (ASP). City Council approved the scope of work and Terms of Reference, with some minor changes, in 2010 and 2011.

The original Area Structure Plan is subject to amendments due to annexation of the South Block into the City of Penticton along with new ownership and a revised development plan.

1.1 Intent of the Area Structure Plan (ASP)

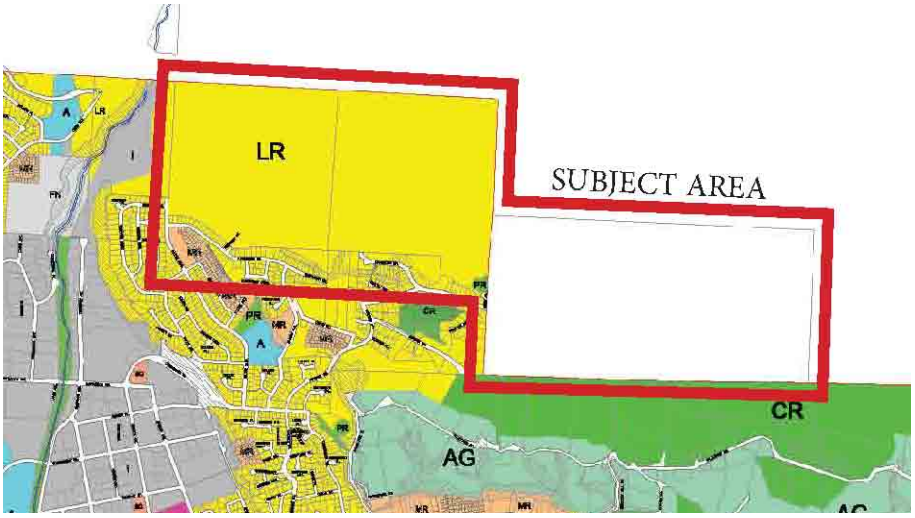
The Area Structure Plan is considered to be a planning document that provides a comprehensive but high level type of planning guide for future development and more detailed planning in a particular area or neighbourhood of the city. Paramount with this level of planning is the need to set an overall direction for land use allocation and general distribution for the lands in question. It is also necessary for the plan to offer guidance in the provision of utility services that will allow for the amount, type and location of the uses that are proposed. The ASP provides the necessary background context to the series of land use options and what is ultimately appropriate for the lands and its relationship to the remainder of the City.

The overall intent of the ASP is to give City Council the confidence to move forward with an amendment to the Official Community Plan and subsequently rezoning to permit the land uses and development pattern as proposed. The ASP takes many factors into consideration, allowing a very comprehensive evaluation by Council and the public to ensure that it will meet the planning principles of the City of Penticton. A series of policies have been formulated to address these principles and establish a framework for development. Some of the many policy areas that are included are as follows:

- Residential Development
- Commercial/Neighbourhood Centre
- Parks, Open Space, Trails, and Natural Features
- Urban Design

- Environmental Protection
- Transportation and Mobility
- Servicing and Utilities
- Grading and Hillside Development

Recommendations for Zoning and Implementation of the Plan are also included.



Refer to Figure 1, Appendix A 'Future Land Use Plan' for full mapping.

1.2 Contents of the ASP

The following sections of the document have been organized to help inform and for ease of consideration towards approval of the Plan.

Section 2.0 – Current City of Penticton Policy

This is an introductory section that defines the municipality's policy direction to permit and encourage urban development in this area of the city. The ASP largely takes its direction from the City's Official Community Plan (OCP) that has called for the Upper Wiltse Flats to accommodate a new neighbourhood in the form of medium density multiple family residential development. Various studies and other plans have been conducted by the City in recent years and formally supported the policy directives of the OCP.

Section 3.0 – Site Conditions and Location

This section provides an evaluation of the site and its merits or opportunities for development relative to many factors such as the following:

- Location
- Size and Context
- Adjacent Uses
- Roads and Access
- Existing and Former Uses
- Topography and Terrain
- Environmental Properties
- Geotechnical Properties
- Infrastructure
- Views
- Proximity to Schools and Services
- Fortis Transmission Line
- Parks and Open Space
- Wildfire Risk

A series of specialist studies were conducted to address many of the above noted factors, including the following:

- Biophysical Inventory and Environmental Sensitivity Analysis
- Geotechnical Assessment
- Wildland Urban Interface Fire Hazard Assessment
- Traffic Impact Analysis

This information forms part of the Appendix to the document.

Section 4.0 – Area Plan Description

This section generally describes the key components of the Area Plan, as follows:

- The Vision
- Sustainability Features

- Land Use
- Residential Build Out/Projected Population
- The Commercial or Neighbourhood Centre
- Parks, Open Space, and Trails System
- Roads, Mobility and Transit
- Institutional/Schools
- Recreation

Section 5.0 – Residential Policies

The residential policies help define the various types of residential development forms and densities, including the following:

- Single Family Homes
- Multi Unit Homes
- Cluster Development
- Mixed Use (Residential and Commercial)
- Future Planning Area

Section 6.0 – Commercial/Neighbourhood Centre Policies

This section defines the policy direction for development to be contained in a neighbourhood centre, and will address items such as the following:

- Urban Design
- Commercial, including Local Service and Retail, Health and Related Services
- Care and Seniors Facilities
- Higher Density Residential

Section 7.0 – Parks, Open Space, and Trails

This section describes the policies for an integrated system of parks, open space and trails that will complement this residential community and form a backdrop to a growing livable and sustainable city.

Section 8.0 – Urban Design

This section addresses some of the critical urban design elements such as the following:

- Hillside Development
- Residential Design
- The Commercial/Neighbourhood Centre
- Special Conditions Related to Certain Areas and Site Features
- Visual Impact Considerations
- Integration of Natural Features
- Stormwater Detention Ponds

Section 9.0 – Environmental Protection Policies

This section presents policies that are intended to protect the integrity of specific biophysical features and environmental sensitivity of the site, allowing for a livable and sustainable neighbourhood to be enjoyed by future residents. Policies have been informed by significant review and analysis of the biophysical inventories and environmental sensitivity work conducted by specialist consultants in environmental sciences, and best management practices and standards provided by the RDOS, the City of Penticton and other relevant legislation and regulations.

Section 10.0 – Transportation and Mobility

This section addresses the transportation and mobility policies of the plan, including some of the key elements as follows:

- On-site Roads Standards
- Off-site Roads
- Traffic Management (reflecting traffic impact analysis findings)
- Transit
- Parking
- Pedestrian and Hiking Facilities
- Bicycle Facilities

Section 11.0 – Servicing and Utilities

This section addresses the major municipal infrastructure and utilities that will be required to be upgraded, installed or planned in more detail to allow a significant greenfield residential development in Penticton. Any on-site and off-site water supply and distribution facilities, sanitary sewer and stormwater/drainage infrastructure will ultimately be managed by the City of Penticton. Potential off-site road works upgrading are also noted. The policy directives of this plan address the ability to supply services to the 850 households and other facilities over a phased development timeframe.

Section 12.0 – Grading and Hillside Development

It is implicit in this Plan that the natural terrain of the Upper Wiltse area will require some grading to accommodate the new neighbourhood and attendant infrastructure and roads. Nevertheless, site design is expected to take advantage of the prominent views, natural features, sun exposure and other benefits of this prominent site. This section presents a general grading plan of where natural topography may be affected and where hillside development guidelines can be applied to protect the integrity of some of the steeper slopes and natural features.

Section 14.0 – DPA's

This section describes the Development Permit Areas designated in accordance with Section 491of the Local Government Act, as follows:

- Environmental Protection
- Hillside Hazard

Section 15.0 – Implementation

This final section of the document describes a series of key implementation steps that will allow the development to proceed in accordance with this Plan. The main items are as follows:

- **Parks dedication and conservation** of lands not to be developed.
- **Design Guidelines** for particular DPAs.
- **Phasing** of development relative to servicing, roads and access, and incremental development of various housing forms, commercial services and other uses or community facilities.
- **Environmental Monitoring** that will need to be conducted in accordance to identified standards, BMPs and during each phase of development.

1.3 Formulation of the ASP

The formulation of the Area Structure Plan has involved a very comprehensive approach and sequence of events that allowed a full understanding of the properties, development of various land use scenarios and ultimately a Plan that can proceed with support from the proponent and the City of Penticton.

Key steps in the process have involved at least the following:

1. Collection and analysis of existing site conditions, city policies, studies and plans.
2. Several meetings with the proponent regarding market, land use planning and development scenarios.
3. Preparation of Terms of Reference with City Staff.
4. Support from City Council to proceed with the ASP and defined scope of work/terms of reference.
5. Agency input such as BC Parks, Regional District and Fortis BC (included re-routing of the Transmission Line).
6. Preparation of a chosen land use plan, discussions with City staff and amendments to preliminary plan.
7. Conducted a series of specialist studies to address terms of reference:
   - Environmental Assessment (Biophysical Inventory)
   - Geotechnical Assessment
   - Wildfire Hazard Assessment
   - Traffic Impact Assessment
   - Stormwater Master Plan
8. Review of preliminary plans with two major adjacent land owners, to the north and to the west.
9. Preparation of site conditions report and mapping; slope analysis, power line, environmental conditions, geotechnical, access, views, and infrastructure.
10. Refinement of land use plan and build out scenarios.
11. Preparation of the Draft ASP Policies.
12. Review of the ASP with City of Penticton Planning and Engineering Staff.
13. Public Consultation (Early 2013 and Spring 2014).
14. Finalize ASP (Spring 2014).
15. Adoption of ASP/OCP Amendment (Mid 2014).
16. Application for Rezoning (Mid 2014)

2.0 City of Penticton Policy

The Upper Wiltse Area Structure Plan has respected the City's Official Community Plan policy direction in its entirety. The Wiltse area has been identified for two decades as one of the most convenient directions to proceed with future growth of the city. This was recognized in the Comprehensive Development Plan (CDP) of the early 1990s and in subsequent amendments and updates in 2005, which assessed the 20 year development capacity of the City. Since then, servicing studies, planning policies, financial strategies and other initiatives have all recognized the potential of the Upper Wiltse area.

The South Block was included in the Wiltse Area Structure Plan in 2014 that envisaged its annexation. City expansion into the South Block has been considered for many years prior to the Area Plan, in the Comprehensive Development Plan and often in the context of the Skaha Bluffs Provincial Park.

The following are critical statements of support for the principles of this Area Structure Plan; they have been extracted from the City of Penticton Official Community Plan (Bylaw 2002-20).

1. With respect to the community consultation that occurred during the formulation of the OCP:

   "The community emphasized that future growth needs to be well planned, considerate of the neighbourhood, and contribute to the overall livability of the City."

   "Neighbourhoods should include low rise and townhouse residential structures and should include other neighbourhood amenities such as parks, schools and commercial opportunities."

2. With respect to growth management criteria and policies that the City would like to instil:

   "….development of a wide range of housing forms will meet the needs of a diverse community and address the changing demographic structure of the City"

   "…principles of community sustainability and philosophy of livable communities will be part of the thought and design process in development

proposals…"

"….densification of the residential areas and mixed use development will occur….in designated Medium Density Residential areas as well as new growth neighbourhoods on the eastern hillsides."
"…..it is anticipated that lower density residential development will continue to occur…..in the new areas of ….Upper Wiltse"

"…efficient use of existing public investment in infrastructure…"

"Continue to plan complete neighbourhoods in the desired growth areas in the City"

3. With respect to Phasing of Development, the OCP calls for:

   "….infrastructure including sewer, storm drainage, water lines, and roads have been constructed to service the Wiltse Flats area in the south-east portion of the City which is both a current and future development area."

   "….to efficiently utilize existing infrastructure, the City will continue to support and promote continued development of the Wiltse area."

4. With respect to the type of housing being forecast for Penticton, the OCP reveals the following:

   "… on average, over the past 20 years (from 2002), 60% of the residential construction has been multiple family, the other 40% being single family (34%) and duplex (6%). It is expected that with the higher proportion of seniors in Penticton, and the relatively low household size, this will (continue) to be responsible for the relatively high demand for multiple family (unit) dwelling construction."

5. With respect to the Land Use Designations proposed for the City, the following policies are noted:

   "….In the …..Upper Wiltse Flats growth area(s), the City shall encourage the development of medium density multiple family units;

> *"Encourage a wide range of Medium Density Residential housing forms, including the following:*
>
> *Triplexes, fourplexes, townhouses, cluster housing, compact housing, apartments, and other innovative housing forms…"*
>
> *"…direct the following types of residential accommodation to areas designated Medium Density Residential: retirement homes providing intermediate or extended care services, community care housing, seniors and special needs housing."*

It is recognized that many other policies of the Official Community Plan must be respected, to ensure a livable and sustainable neighbourhood. The ASP has embodied these as carefully as possible to create a plan that has some flexibility for market variation while still achieving the goals of environmental, social and economic sustainability.

It is understood that the Regional District of Okanagan-Similkameen Regional Growth Strategy will be respected regarding development at the edge of the City of Penticton.

3.0 Site Conditions and Location

This section provides an evaluation of the site and its merits or opportunities for development relative to many factors such as the following:

- Location, Land Area, Context
- Adjacent Uses
- Roads and Access
- Existing and Former Uses
- Topography and Terrain
- Environmental Properties
- Geotechnical Properties
- Infrastructure
- Views
- Proximity to Schools and Services
- Fortis Transmission Line
- Parks and Open Space
- Wildfire Risk

A series of specialist studies were conducted to address many of the above noted factors, including the following:

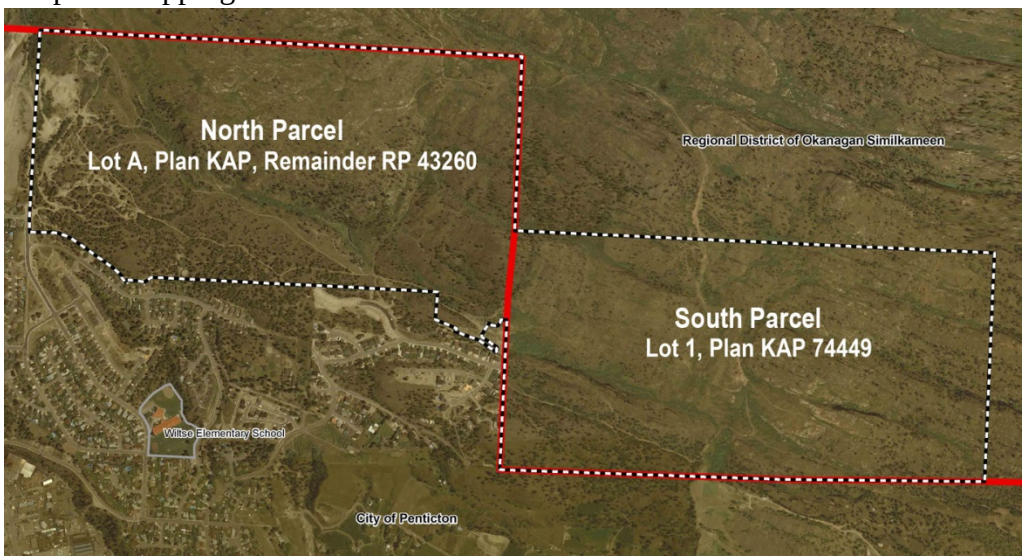
- Biophysical Inventory and Environmental Sensitivity Analysis
- Geotechnical Assessment
- Wildland Urban Interface Fire Hazard Assessment
- Traffic Impact Analysis

This information forms part of the Appendix to the document.

3.1 Location, Land Area, and Context

: "The Upper Wiltse lands are located on the eastern hillsides of Penticton, overlooking both Skaha Lake to the south and Okanagan Lake to the north. The area consists of two main parcels accounting for about 630 acres. Lot 1 Plan KAP 74449, of about 300 acres was recently the subject of a boundary expansion to the City. This area was identified as having growth potential in the former Comprehensive Development Plans. Lot A, KAP Remainder RP 43260 is the northerly parcel of 300 acres that has been designated in the City's Community Plan as a residential growth area for many years".

Refer to Figure 2 'Context Map' and Figure 3 'Air Photo', in Appendix A for complete mapping.



Due to the topographic constraints and terrain of these two parcels, development potential is most prevalent in the lower elevations on both parcels, and especially on the more gentle slopes below the existing Fortis Transmission Line. (See Section 3.5) Although there is opportunity to cross the Transmission Line with future development, the highest concentration of development will occur below or to the west of the line and generally to the toe of the slope that rises just to the east of the Transmission Line. The northern parcel does contain additional pockets of gently sloping and flatter lands on the higher elevations, whereas the southern parcel is much more constricted with severe terrain and slopes in the higher elevations.

The developable lands for the Upper Wiltse Area are immediately accessible and serviceable from the existing (lower) Wiltse area neighbourhood. At the northern end, Wiltse Boulevard and Westview Drive have been planned to provide immediate access. The most proximate urban areas for the north parcel are the Evergreen Drive residential, Westview Drive residential, and the Upper Pineview/Juniper Drive residential neighbourhoods. Large lot residential and agricultural uses abut the southern block to the west.

3.2 Adjacent Uses

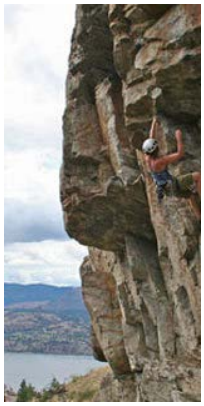
The main surrounding uses are as follows:

North: The Cantex Gravel Quarry and asphalt plant and associated works/undeveloped lands.

East: Crown Land above the entire north parcel; Crown land and Skaha Bluffs Provincial Park adjacent to the south parcel.

South: Crown land and Skaha Bluffs Provincial Park adjacent to the south parcel.

West: Evergreen Drive Residential Area below the north parcel; large lots above Valleyview Drive (Country Residential/ALR/Undeveloped); Pockets of undeveloped lands occur above Evergreen Drive and along the western boundary of the north parcel. These lands should also be considered for development that may be contiguous with the development of the subject parcels.


Refer to Figure 4 'Adjacent Land Uses', Appendix A for complete mapping.

3.3 Roads and Access

The subject lands are generally located above (east of) Evergreen Drive. Primary access is currently off Wiltse Boulevard located at the north end of the two properties (1), with secondary access points off the south end of Evergreen Drive/Crow Place (2). An unimproved dirt road/trail running along the northern boundary provides access to the Fortis transmission line road that extends along much of the two properties. Access is also available from Partridge Drive for the southern portion of the north parcel (3)

The southern portion of the property (south parcel) has access via a dirt road/trail from Crow Place to the power line right of way. A dirt road/trail then runs through the western portion of the property. The dirt road is located at the bottom of several small canyons with steep, rocky sides. A dirt road also provides access from the south to the power line right-of-way.



Refer to Figure 5 'Roads/Access', Appendix A for complete mapping.

3.4 Existing and Former Uses

There has been limited use of the site other than a small amount of quarrying activity that has taken place on the northern portion of the site. Hiking, mountain bike and ATV/dirt bike trails have been established over time without the consent of the property owners. Many of these trails and fire lines were also established during the 1994 Garnet Wildfire. This fire was known to severely affect the forest cover on much of the property.



Unauthorized rock climbing activity does occur in portions of the southern parcel which is immediately adjacent to the Skaha Bluffs Provincial Park. Refer to Figure 1 'Area Context Map', Appendix A for location of Skaha Bluffs.

The Fortis Transmission Line crosses through both properties from north to south. In recent years, the route was partially altered at the extreme north end as a result of the expansion project to meet power requirements in the Okanagan. Refer to Section 3.11.



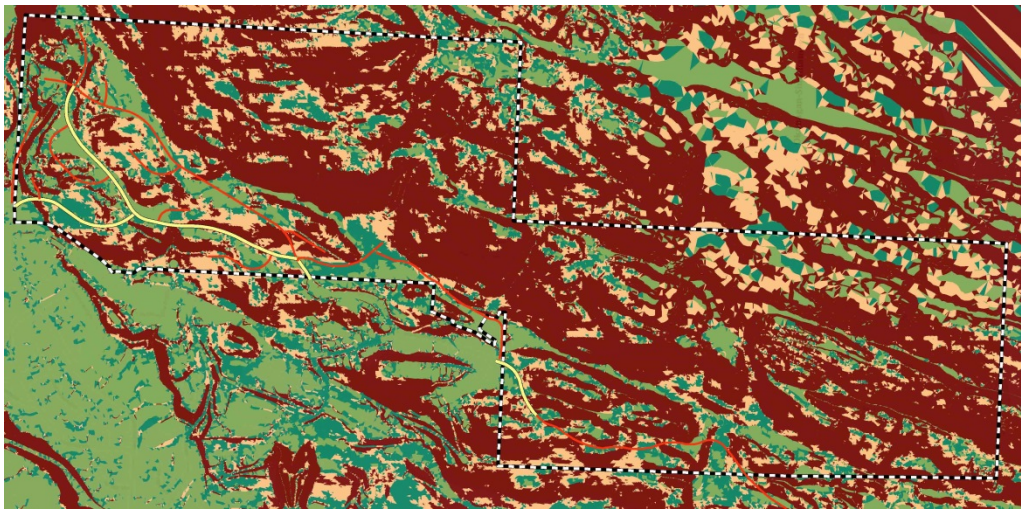
3.5 Topography and Terrain

The subject property has rolling terrain in the northern portion of the development with steep rocky terrain in the southern portion. The elevation varies from 490 to 720 meters with variable aspects due to the size of the property. Most of the property has a west to south west aspect. There are some areas along the eastern portion of the property with rolling terrain with side slopes of 0-15%.



The property above and to the east of the transmission line is open with scattered tree cover and open rock. This area has low use and poor access due to the lack of trails and steep, rocky terrain. The south west portion of this part of the development has steep, rocky terrain and limited access. There is a small canyon with very steep sidewalls in the southwest portion.





Refer to Figure 6 ‘Topography’ and Figures 7A-7C ‘Slope Analysis, in Appendix A for complete mapping.

3.6 General Environmental Characteristics

Garnet Fire Impacts

The lands experienced a major fire in recent time that eliminated most of the trees from the site, and has since induced regeneration of snowbrush.

Lot A, Plan KAP, Remainder R.P. 43260 - The forest to the east of the hydro line was partially burned in the 1994 Garnet Fire, leaving most of the forest cover removed from the land.

Lot 1, Plan KAP 74449 - There is a forest interface located along the western boundary, with large residential lots to the west. Most of the property to the east of the hydro line was burned in the Garnet Fire. There are small patches of the area where the forest has not been burned.

Flora

This property is located within the Okanagan Very Dry Ponderosa Pine (PPxh1) bio-geo-climatic sub-zone. Due to the western aspect, most of the property is within the sub-xeric to sub-mesic site, or drier series of this sub-zone. Open forest conditions are found on the property. There is a forest interface along the western portion of the property with a residential development to the west.

The average number of trees for the property is less than the 200 trees/ha commonly found in this sub-zone. Most of the property has no forest cover, with moss covered or bare rock exposed. There are small pockets of trees with ponderosa pines the dominant tree species and some scattered Douglas-fir trees in the wetter site series. The crown closure consists of scattered small groups of trees in the non-rocky areas where there is enough soil and moisture to sustain tree cover and vegetation. A crown closure of 20-30% is found in these forested pockets. The open rocky areas have less than 1% crown closure. These trees found on the property vary in height from 1 to 28 meters. The crown height varies from 1 to 5 meters on the larger pines. There are some bare areas visible that show mineral soil exposed. The duff layer is thin or non-existent, on most of the property, as is common in these ecosystems. There are some thicker duff layers, up to 15 cm in depth made up of pine needles, under the larger pines. Coarse woody debris is scattered or non-existent and does not increase the fire hazard risk. Crown heights and ladder fuels vary from 0.5 meters from the ground surface on some of the smaller trees, to 2 to 3 meters on the larger trees. The ladder fuels are scattered for most of the forest area. Blue bunch wheat grass, arrow-leafed balsamroot, Idaho fescue, kinnikinnick

and yarrow are the dominant herb species. Saskatoon bushes, common snowberry, Nootka rose and tall Oregon grape are common in the shrub layer. The moss layer is present.

Fauna

The preliminary environmental assessment identified incidental observations or indirect evidence of wildlife. Mammals noted included Big Horn sheep, mule deer, coyote, northern pocket gopher, and black bear. Bird species included Black-billed Magpie, Mountain Chickadee, Clark's Nutcracker, Cooper's Hawk, Northern Harrier, among others. The environmental assessment determined the core habitat and ecological buffer to be mainly on steeper rocky slopes on the eastern side of the property.

Reptiles

Two (2) records of the endangered desert night snake (Hypsiglena chlorophaea deserticola) occur within the Property (Polygon 65). The night snake locations occur within close proximity to areas planned for development and must be given careful consideration to avoid conflicts with this rare and sensitive species. Connectivity between occurrence locations and suitable habitats must be maintained within the Property, as shown on Figure 8, Appendix A 'Core Sensitive Areas and Connectivity'. This will prevent the arbitrary buffering of potentially less important habitat and instead focus on critical habitats required to sustain the species within or adjacent to the Property, such as talus slopes and rocky outcrops that provide hibernacula and denning areas and other areas suitable for migratory and dispersal corridors. The conservation of these areas will also benefit other sensitive reptile species, such as rattlesnakes, gopher snakes, and western skinks, which were also observed within the Property and have similar habitat requirements (SIRART 2008a; SIRART 2008c).

For the detailed Environmental Report please refer to Appendix B.

Refer to Figure 8, Appendix A 'Core Sensitive Area and Connectivity' for additional mapping.

3.7 Geotechnical Considerations

The Geotechnical Assessment was conducted during Spring and Summer of 2011. This assessment has investigated potential hazard areas and general stability of the lands to permit development. Caliber Geotechnical engineers retained Polar Geoscience Ltd. to conduct a geological map review and air photo interpretation to determine any signs of instability, hazard, rock fall, talus slopes and water seepage areas. An on-site investigation was also carried out by Albert Losch, P.Eng. and his staff in August 2011.



Conclusions of the assessment confirm that the only visible signs of instability are rock fall from many of the canyon walls.

(Please see Appendix ‘D’)

3.8 Infrastructure

Please see Section 11 and referenced City of Penticton Water and Sanitary Sewer Studies for a full account of the infrastructure that addresses the ability to supply services (water and sewer) to approximately 850 units and other facilities over a phased development timeframe. A Stormwater Management Plan was prepared specifically to address development of the Upper Wiltse Lands. It is contained in Appendix E.

Refer to Figure 9 ‘Infrastructure’, Appendix A for complete mapping.

3.9 Views

Due to the western aspect and the elevation of the property, the land commands spectacular views of the City and Okanagan and/or Skaha Lakes from most locations. Views to the east are limited by a defined steep rock slope which follows the approximate location of the new Fortis Transmission Line.





3.10 Proximity to Schools and Services

The Upper Wiltse area is currently served by the following key services and institutional facilities:

- Wiltse Elementary School is approximately 900 meters down Wiltse Boulevard. The site also has play fields/local park, and the school is offered as a community meeting facility. There is reportedly, capacity to add more students at the existing school. Refer to Figure 3 'Air Photo' in Appendix A for detailed location.



- The closest convenience store (commercial zoned land) is located at Wiltse Boulevard and Dartmouth Drive, approximately .85 km down Wiltse Boulevard from the proposed north entrance to the new neighbourhood.
- The Main Street commercial precinct where many convenience, services, retail and restaurants are located is approximately 1.36 miles or 2.2 km from the proposed north entrance to the project.
- Fire Hall #2 is located closest to the project site. It is approximately 1.7 miles or 2.7 km away from the proposed entrance, just off Dawson Avenue. Refer to Figure 3 'Air Photo' in Appendix A for detailed location.



3.11 Fortis Transmission Line

Other than the challenging terrain on much of the site, the main encumbrance is a high voltage (230KV) FortisBC Power Transmission Line and right-of-way. Unfortunately some of the most desirable land has been impacted and led to loss of significant development opportunities. The right-of-way follows the toe of the steeper slopes for much of the extent through the two blocks of land.

Refer to Figure 10 ‘Fortis Transmission Line’, Appendix A for complete mapping.

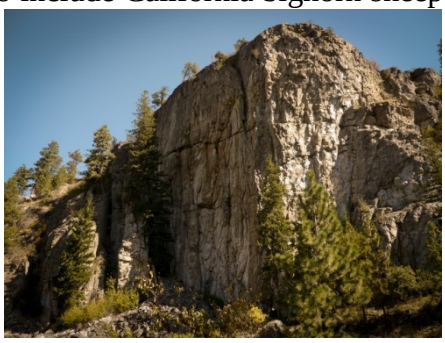






3.12 Parks and Open Space

Skaha Bluffs Provincial Park is located to the south of the subject property on the southeast perimeter of the City of Penticton on the east side of Skaha Lake. The newly established park is 178 hectares in size and is comprised of fairly rugged terrain, riparian areas and some shrub-steppe grasslands in a coniferous forest setting. The bluff area is also known to include California bighorn sheep and several species of wildlife at risk. The Skaha Bluffs are a very popular rock climbing destination in British Columbia. The climbing routes through the bluffs have been clearly defined in maps and various books and are internationally known as a world-class climbing destination.



In 2010 an interim Management Statement outlined the direction for a protected area until such time that a full management plan is prepared. The statement suggests that an additional 307 hectares to the south (Sub-Lot 18) would become part of the Provincial Park. This land currently incorporates private land jointly owned by The Land Conservancy of British Columbia, the Nature Conservancy of Canada and the Ministry of Environment. The management statement suggests that although it is currently held as 'undivided interest' amongst the owners, it will be transferred to the Ministry of Environment in the near future.

BC Parks and the current owners of the subject property have previously discussed opportunities for park expansion on the subject property.

Municipal parks are contained in nearby locations, including adjacent to Wiltse Elementary School. (see photo – right)



Refer to Figure 11A 'Existing Parks/Open Space', Appendix A for complete mapping.

3.13 Wildfire Risk

A Wildland Urban Interface Fire Hazard Assessment was completed by Richard Swanson, RPF of Swanson Forestry Services in February of 2011. The assessment addressed the following:

1. Utilized the BC Ministry of Forests supported assessment methodology.
2. Considered and integrated relevant findings and recommendations from other studies completed or underway that relate to the site.
3. Inventoried forest interface and proposed development.
4. Assessed Wildland fire hazard severity.
5. Established priorities for mitigating the dangers from wildfire.
6. Determined mitigation measures for vegetation, other combustibles and construction criteria.

The report concludes with recommendations to reduce the risk from wildfire, including emergency access standards from the National Fire Protection Association and building construction, landscape, and fuel management recommendations from BC FireSmart Manual.



(The full report is included in Appendix B)



4.0 Area Plan Description

This section generally describes the key components of the Area Plan, as follows:

- The Vision
- Sustainability Features
- Land Use
- Residential Build Out/Projected Population
- The Neighbourhood Centre
- Parks, Open Space, and Trails System
- Roads, Mobility and Transit
- Institutional/Schools
- Recreation

4.1 Neighbourhood Vision

The primary goal of the Wiltse Area Structure Plan is to create a vibrant and livable neighbourhood. Although it is seen as a physical extension of the lower Wiltse area, it is envisioned as a unique community with a high quality of living for its residents. This will be a place where you know not just your neighbours but your entire neighbourhood. It is a place that fosters diversity – cultural, social and economic, especially through a carefully designed mix of housing types, lot sizes, densities, recreational opportunities and public amenities. There should be the potential to age in place with seniors and assisted living facilities forming an integral part of the community. The community will foster a healthy mix of residents that will help ensure the vibrancy of the neighbourhood. This will be attained by offering housing product with smaller units and secondary suites, offering affordability to a cross section of residents and family demographics.

A small but vital component of the Area Structure Plan will be a Neighbourhood Centre that fosters sustainability. The Neighbourhood Centre is envisioned to provide residents, visitors and workers with basic retail needs, learning, social and cultural activities, and economic opportunities to pursue a healthy



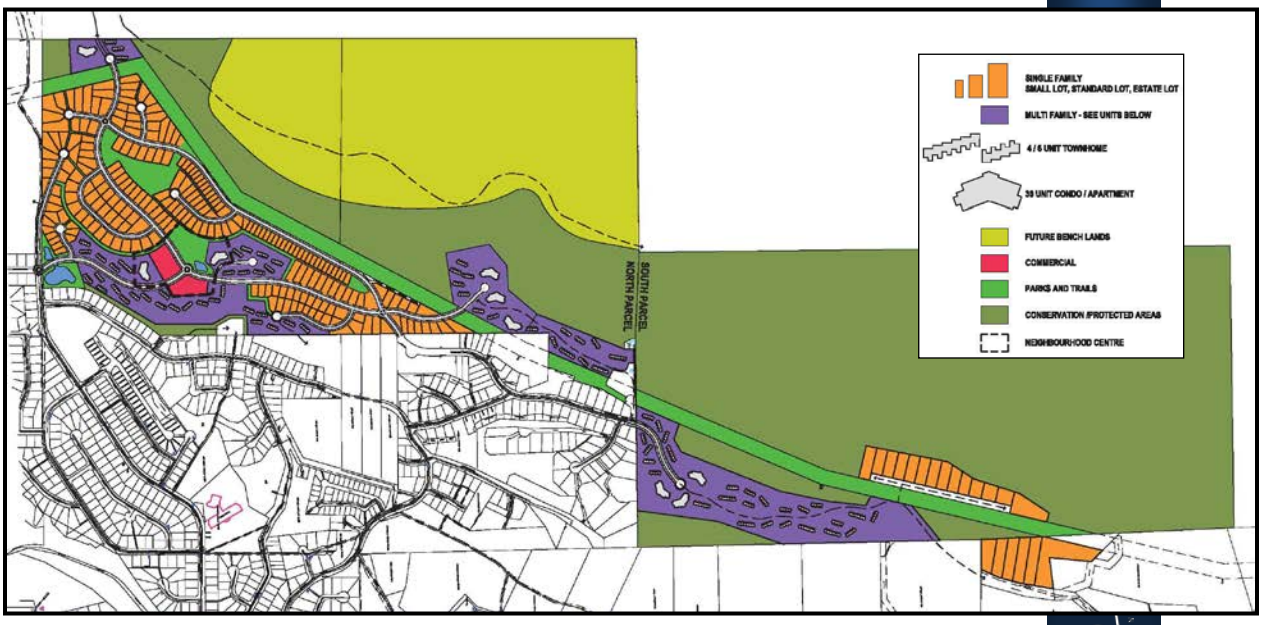
lifestyle. It will be an area that will develop over time as the community grows, and eventually become the central hub for community events and social interaction.





A key principle of the vision for this new neighbourhood is the integration of the development with the natural environment. Steep slopes, natural features and open spaces will form a backdrop and be connected to the residential pods. A series of open spaces, trails and parks will permit the residents opportunities to access or appreciate the natural environment, while protecting the integrity of the more sensitive natural features and wildlife habitat. The intent is to allow the development to enjoy the natural beauty, views, and scenery of the area without compromising the very setting that has helped create this new community for Penticton.

Refer to Figure 12, Appendix A ‘Concept Plan’ for complete mapping.



4.2 Sustainability

The Wiltse Area Structure Plan has embodied sustainability in several forms and dimensions. It is the intent to see that as many of the following principles are implemented through ultimate planning approvals and at building permit stage.

1. Planning and Design Process



The approach for the Wiltse ASP has used an iterative process where planning, design, environmental and engineering members worked together as a team from the outset. Decisions were influenced by a broad group of professionals, and holistic thinking resulted in the discovery of synergies and the optimization of existing resources; all of which are necessary outcomes to achieve projects that are more sustainable. It is hoped that future planning and more detailed design will continue to respect this type of approach to truly achieve a sustainable community.

2. Land use

Efficient land use in appropriate locations and contexts, and at appropriate densities, is a critical component of sustainable community development. The Wiltse ASP set out to achieve these objectives in the following manner:



- A progressive community located adjacent to existing municipal services, and growth area that does not threaten agricultural lands.
- A complete mixed use community that includes townhouses and multi-unit residential (including mixed use, apartments and live-work spaces) and that is adjacent to single family residential.
- Compact development that promotes walkability and livability through higher residential densities.

- A compact community that situates homes in relative close proximity to potential places of employment (Penticton Hospital, Industrial area and South Main Street).
- Includes schools within walking distances of residential component of the development.
- Includes basic shops and services within walking distance of the residential component.
- Avoid gated areas and enclaves.
- To be developed in a dense manner that will allow the preservation of adjacent open space.
- Conserves and/or restores a segment of native wildlife habitat and connectivity corridors throughout the community.

3. Transportation

The location and variety of particular transportation modes has a large impact on three aspects that have important consequences for sustainable living: land use, air quality and climate change. To maximize sustainable living from a transportation perspective, the Wiltse Area Structure Plan took the following into consideration:

- Provide as many alternatives to the automobile as possible.
- Provide transit service connections to downtown, employment and shopping nodes of Penticton.
- Utilize a bicycle/trail network to make key areas such as schools/ commercial accessible for non-auto modes of travel.
- Install bike racks at trail heads and in the Neighbourhood Centre.



- Provide a percentage of bicycle and/or car pool parking spaces of total auto parking for non residential and multi-unit residential buildings.

- Reduce road widths and impervious surfaces.
- Reduce parking spaces.
- Increase pervious spaces on roads, parking lots, etc by using permeable materials.



4. Water

Water plays a critical role in all life processes. It is also a resource that is under increasing stress due to competing needs between various sectors such as agriculture, industry, and urban development. In addition, water infrastructure, which includes facilities for treatment, storage, and distribution, is increasingly costly to build and to maintain. To address these issues, the Wiltse Area Structure Plan promotes the following:

- Locate the development within a planned water and wastewater servicing area of the city.
- Minimize the amount of distribution infrastructure.
- Develop in a manner that utilizes density to offset per capita infrastructure costs.
- Detain rainwater flows in detention ponds where appropriate.
- Reuse a percentage of the rainwater that is generated by the project.
- When appropriate, make use of grey water and water saving devices.
- Use household and commercial/ institutional digital meters to record water use in real time.



- Use indigenous plants that are non-invasive and tolerant of local rainfall and climate conditions (i.e. minimize additional watering needs).

5. Material and Waste Flows

The development of livable neighbourhoods requires significant quantities of various construction materials. The extraction of virgin materials (wood, ore, etc.) is harmful to the ecosystem integrity and species diversity, and is energy intensive. Where possible, the following is suggested for the Wiltse ASP:

- Utilize crushed blast rock (from on-site grading work) for subgrade material.
- Use recycled materials to reduce environmental impact.
- Incorporate a percentage of recycled asphalt into new pavement.
- Incorporate a percentage of recycled aggregate materials into aggregate base and aggregate sub-base.
- Incorporate Waste Management Plans for all new construction projects.

6. Site Landscaping

Landscaping can play multiple roles, such as aesthetic, hydrological, ecological, wayfinding, sense of place, carbon sequestration, or mitigation of the 'urban heat island' effect. Consequently, it is recommended that the Wiltse ASP consider the following:





- Use native plants on a substantial part of the site.
- Cover a percentage of the impervious surfaces with shade to reduce the heat island effect and reduce cooling and heating energy requirements.
- Use paving materials that will allow rainwater to percolate through the underlying soil.
- Design to preserve mature tree stands and existing topographic site features.
- Ensure that a percentage of the tree species mix should vary over time

to respond to the Pine Beetle or other epidemic infestations.

7. Food and Community Gardens

Food production is energy intensive, water intensive and typically uses pesticides, and is transported great distances, thereby contributing to GHG and other pollution emissions. It is recommended that the ASP consider the following:

- Plan for affordable locally grown food, potentially in community gardens dedicated on public open space.
- Relax bylaws that prohibit growing food in park space, on balconies, patios or rooftops, or other appropriate public/private spaces.



- Consider the feasibility of establishing a farmer's market in the Neighbourhood Centre.
- Consider creating multifunctional space that can also accommodate public gatherings and activities.
- Consider the development of a food store and restaurants in the Neighbourhood Centre.



8. Parks, Trails, and Open Space

Parks, trails and open space provide aesthetic, ecological and recreational opportunities. It is therefore recommended that the ASP consider the following:



- Greenway and wildlife corridors that connects the natural open space from

the north to the south, especially along the steeper slopes of the site.

- Develop the lands to a density such that significant amount of the adjacent lands can be designated as open space.
- Provide public park space for active community use.
- Provide pedestrian and bicycle connectivity throughout the site and into adjacent open space.

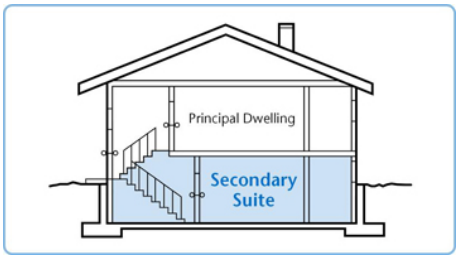


- Provide accessibility for peoples with diverse abilities, be it physical, age-related, or otherwise.

9. Attainable Housing

Appropriate affordable housing, with the flexibility to meet changing needs (such as low to moderate incomes, physical and mental illness, different age groups) is an important part of social sustainability. The ASP should therefore consider the following concepts:

- Provide a residential environment that can support a wide range of socio-economic levels and age groups.
- Keep the cost of infrastructure and development low enough to allow a portion of the residential households earning up a certain percentage of the area's median income to buy or rent in the area.



- Supply a range of housing types and sizes that allows the diversity of ownership, accommodating young families, singles, seniors as well as special needs as key components of the market mix.

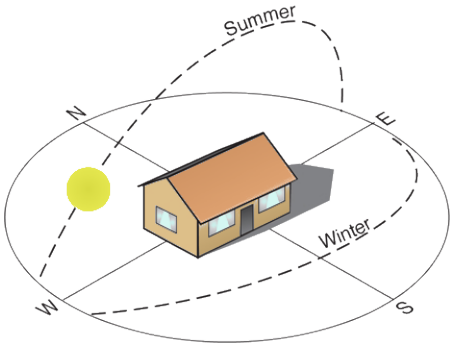




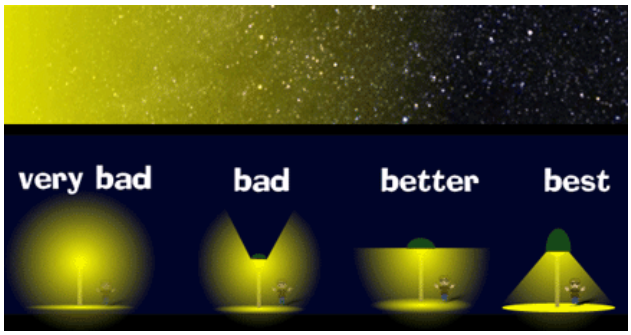
10. Built Form

The built form affects our sense of place, the aesthetics of the community, and the ability of the project to practice energy, material and water conservation, reduction, and even generation. It is therefore recommended that the ASP consider the following:

- Orient a percentage of the buildings such that the longer axis of each is within 15° of geographical east/west.
- Orient a percentage of the project's buildings such that the longer axis of each building is at least 1.5 times as long as the shorter axis.



- Minimize light trespass from the site, reduce sky glow to increase night sky access, reduce glare and reduce development impact on nocturnal environment.
- Adjust light standards to reflect and differentiate between park and rural settings, residential areas, commercial and high density residential areas.



- Consider public safety through the use of CPTED (Crime Prevention Through Environmental Design) principles.

11. Economic Development

Economic development that is socially and environmentally responsible is an important component for achieving more sustainable communities. Secure employment that offers meaningful wages provides families with the opportunity to: i) raise their standard of living and ii) the free time to provide volunteer services for their community. It is therefore

recommended that the ASP consider the following:

- Offer a (small) range of commercial facilities (retail, local office, etc.) to maximize the working and shopping opportunities associated with the neighbourhood.
- Encourage the development of employment opportunities appropriate for the area.
- Promote the inclusion of live/work spaces that are flexible enough to respond to changing economic opportunities.
- Provide small inexpensive commercial spaces for artisans and entrepreneurs





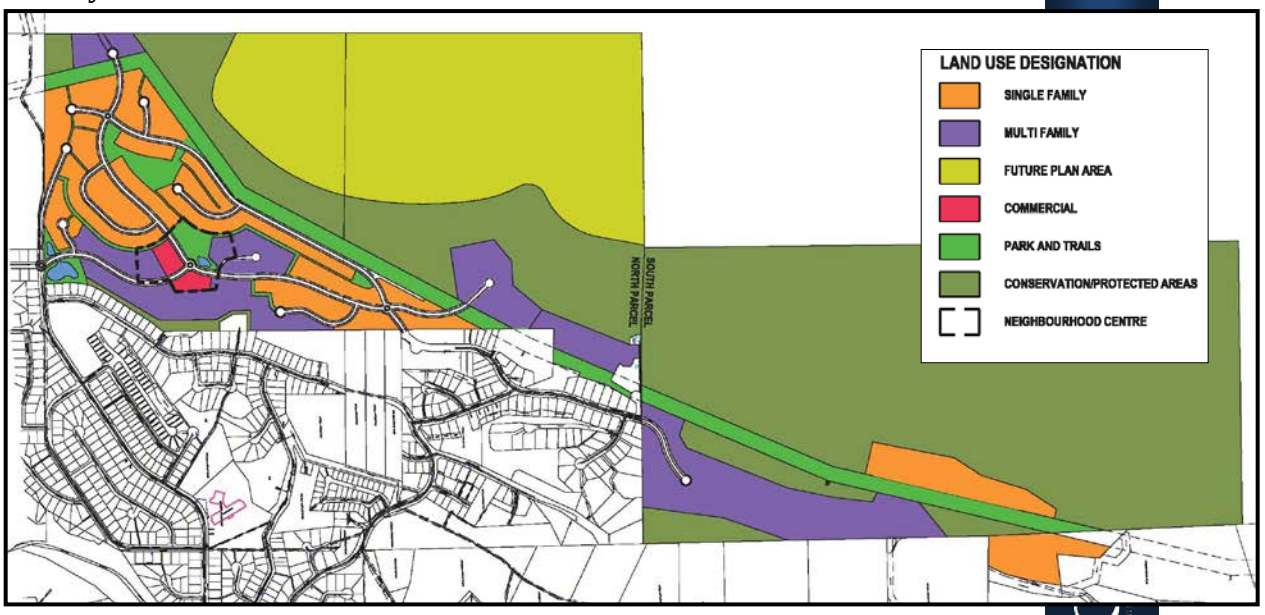
4.3 Land Use

The land use concept for the Wiltse Area Structure Plan is embodied in the following designations:

- Residential – Low Density Single Family
- Residential – Multi-Unit
- Neighbourhood Centre
- Parks and Trails
- Conservation and Open Space
- Future Plan Area (Benchland Residential)
- Forestry Grazing

	LAND AREA			NET DENSITY		
LAND USE	Ha	Ac	% OF LAND	UNITS PER HA	UNITS PER AC	% Unit Type
Single-Family	23.98	59.23	9.3%	10.4	4.2	34.0%
Multi-Family	25.41	62.76	9.9%	23.8	9.6	66.0%
Future Plan Area	49.95	123.38	19.4%	1.00	0.4	
Commercial	0.90	2.23	0.4%			
Parks and Trails	16.02	39.57	6.2%			
Conservation/Protected	131.92	325.84	51.2%			
Road ROW	9.82	24.26	3.8%			
TOTALS	**258**	**636.94**	**100%**			

Density Table



Refer to Figure 13, Appendix A ‘Land Use Designation’ for full mapping.

1. Residential – Low Density Single Family

The *Residential – Low Density Single Family* Designation will encourage low density single family uses, accommodating both conventional and small lot development. The small lots may occur in areas fronting (or backing) public spaces and trail systems, in areas where significant natural features are to be retained, and in areas where public amenities and/or commercial spaces are located. It is expected that many of the small lot opportunities may be close to the Fortis Transmission Line.



Sizes for both conventional and small lots will be dictated by zoning. The main objective is to provide a diversity of lot sizes that will address the demand for a variety in homes and buyer demographic.

The majority of the conventional single family residential will be located towards the north end of the subject property. Due to topography, a multitude of housing styles will accommodate various user groups: single level bungalows, two storey walk-in, and two storey walk-out. The potential for legal secondary suites will provide supplemental income for homeowners as well as the provision for extended families to be accommodated.

Preliminary plans suggest approximately 340 units may be located within this designation.

2. Residential – Multi-Unit

The *Residential Multi-Unit* Designation is intended to encourage a mixture of medium density residential uses, largely in the form of townhouses and apartments. The townhouse product is envisioned as a mix of three to six unit buildings; the apartment (condominiums) product is envisioned as approximately three and



four storeys, 30 unit buildings with resident parking supplied underground. The height and location of this product will vary due to topographic constraints or opportunities, view corridors and other site implications.



The Multi-Unit designation is concentrated near the neighbourhood centre and closer to the north entrance of the development project, with other clusters on the east side the Power Line R/W and on the south parcel below the Power Line R/W. All multi-unit developments are buffered from the low density residential use by green space and parks.

Preliminary plans suggest approximately 600 units, with a 50/50 split between townhouse product and apartment condo product, may be located within this designation. Duplex and single family would be permitted with zoning.

3. Neighbourhood Centre/Commercial



The *Neighbourhood Centre/Commercial* Designation is intended to encourage a mixture of commercial retail and service, multi-family housing, mixed use commercial and residential use buildings and a seniors care and/or assisted living facility. Design guidelines will play a major role in the establishment of this centre so that it forms a distinct and cohesive character within the neighbourhood.

Beyond the commercial precinct, the adjacent central park will complement the neighbourhood centre.



4. Parks and Trails

The *Parks and Trails* Designation is intended to encourage community outdoor recreational activity space, passive use and enjoyment and connectivity within the neighbourhood. The trails may vary from paved walkways to gravel footpaths. A major donation of land in the southern portion of the Plan Area will increase the size of Skaha Bluffs Provincial Park by 159 acres.

The Transmission Line easement offers an incredible walking and biking trail, with opportunities for equestrian and Nordic skiing.



Stormwater management ponds, lookouts, trailheads and interpretive sites will also afford opportunity for additional green space and parks.



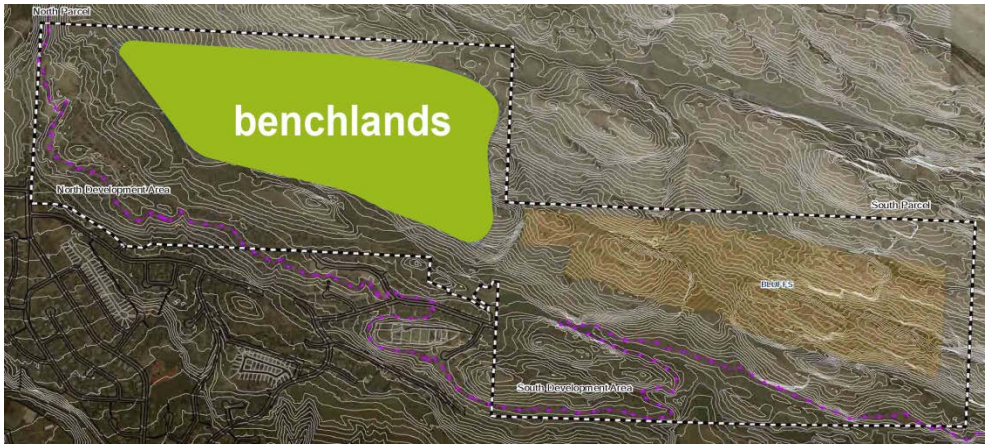
5. Conservation and Open Space



The *Conservation and Open Space* Designation is intended to protect the major steep slopes, hazard areas, sensitive natural areas and the integrity of wildlife corridors from development. Other means of protection such as Development Permit Area guidelines, interpretive education or other conservation measures may also be required beyond the land use designation. It is recognized that the Skaha Bluffs Provincial Park is immediately adjacent to the south block of the subject lands. A major component of the South Block development is the donation of 159 acres to

provide for the expansion of Skaha Bluffs Provincial Park and retain conservation values.Future Plan Area (Benchland Residential)

The *Future Plan Area* Designation is intended to promote the use of particular sites where topography will permit development in the form of residential clusters or acreages, while protecting the integrity of the steep slopes and environmentally sensitive lands. Development is recognized for this area subject to further detailed planning, access and servicing parameters that will meet City requirements.



4.3.7 Forestry Grazing

The Forestry Grazing designation is for a large part of the South Block, with rugged topography and a small area for development. Most of the area will be retained in a natural state, with development limited to 2 dwellings and potential for up to a 20 room lodge / resort.

4.4 Residential Build Out (Units)

	North Block	South Block
Low Density – Single Family 230		
Small Lot Residential	40	0
Conventional Lot	190	106
Bare Land Strata		17
Multi-Unit Residential 600		
Townhouse	290	57
Apartment	160	0
Mixed Use	50	0
Other (Seniors Care, Assisted Living)	20	0
Suites	?	
Future Plan Area	?	

TOTAL	**670**	**180**
Population (Build Out)	1,600 - 1,785 (Assumed Av Household Size = 2 or 2.1)	Total Units 800 - 850

Notes:

As size of seniors housing rises, total units of other multi-unit residential (apartments, etc.) may be decreased.

Unit build out is not representative of equivalent units.

4.5 The Neighbourhood Centre

A Neighbourhood Centre is proposed as a small but important hub to the development. This centre is envisioned to provide the basic retail and service needs for this sector of the city and especially the neighbourhood. It is not expected to detract or compete with business located in downtown Penticton or other major commercial precincts. The intent is that any retail or service in this location will encompass basic needs in order to promote a more sustainable community and limit vehicle trips to downtown Penticton for day to day goods and services.



The following suggests the makeup of the Neighbourhood Centre:

- Local and Convenience Retail and Service Commercial on Ground Floor.
- Local Office and Health Care.
- Mixed Use Commercial and Residential with Commercial on Ground Floor.
- Live/Work Uses/Studios.
- Higher Density Multi-Unit Residential to Support the Commercial Centre.
- Potential for Seniors, Care and Assisted Living Facilities.
- School (Private or Public).
- Public Space/Amenities.

Key considerations to establish this centre so that it is compatible with the neighbourhood will be the following:

- Architecture, urban design and landscape guidelines that will address streetscape, facades and entryways making the area accessible to passing pedestrians, cyclists, and motorists, and also to make the ground floor of the buildings visibly transparent to promote interaction between building and street.



- A cohesive character (and consistency) for the neighbourhood centre, relative to materials, colors, scale, signage, building setbacks, retaining walls, furnishing, landscape and lighting.
- Sensitive integration of any multi-unit residential buildings through design and siting.
- Sensitive integration of any special use buildings, including institutional or health related, through design and siting.

4.6 Parks, Open Space, and Natural Features

The Area Plan incorporates a network of parks, trails and open spaces that will be designated for the enjoyment and active lifestyle of the residents.



Refer to Figure 11B, Appendix A 'Proposed Parks/Open Space'.

In keeping with the City of Penticton Official Community Plan guidelines for the provision of parks, the Area Structure Plan allocates the following:

- Neighborhood Park: 10.6 Ac
- Community Park (include trails/greenways): 28.8 Ac
- Conservation/Protected Areas: 325.8 Ac

ASP Parks Allocation		City Guidelines
Neighborhood Park	13.6 Ac/5.5 Ha	4-5 Ac (@ 2.5 ac/1,000 pop.)
Community Park	28.8 Ac/11.65 Ha	12-13 Ac (@ 7.5 ac/1,000 pop.)
Total (rounded)	39Ac/15.8 Ha	16 – 18 Ac
Conservation/Protected Area	325 Ac/131.5 Ha	-N/A
Total all parks/reserved area (rounded)	364 Ac/147 Ha	-N/A

Neighborhood parks include the larger blocks within the central aspect of the neighborhood, and tot lots, all accessible by walking or cycling. The neighborhood parks typically provide a broad range of recreation opportunities for the entire neighborhood.

Community Parks include the significant expansion of the Skaha Bluffs Provincial Park and other natural areas, linear parks and trails. Although the City's guidelines include major recreation parks and athletic parks (sports fields) within the community park category, this ASP acknowledges the challenges of the sloped lands and therefore limits large playing fields that would avoid major grading requirements.

At time of development, should it be warranted that additional lands are required for community park facilities, the City may invoke their cash-in-lieu for park land and policy as compensation so that the City can purchase land to create community parks in a more suitable area.



Much of the open space will be protected due to the steep slopes and environmental sensitivity of the lands. Significant portions of the two parcels of land will be protected for conservation use due to known wildlife or endangered species and natural features that are prominent in certain locations. Where feasible, the network of greenspaces will contribute to stormwater management of the development, as well as corridors for wildlife movement, hiking trails and local parks or interpretive sites. The Fortis Transmission Line through the site is also a prominent feature that will be incorporated into the overall linear parks, trails and open space network.

4.7 Roads, Mobility, and Transit

The transportation and mobility network respects the fact that much of this new neighourhood is located on a hillside. A series of local roads, sidewalks, pathways for pedestrians and cyclists, and transit connections, will provide opportunities for efficient neighbourhood movement as well as connections to locations beyond the neighbourhood. The system of roads incorporates narrow local roads, short cul-de-sacs, and potential strata roads to accommodate the nodes of multi-unit residential development. Traffic calming for any through roads should consider the use of roundabouts where feasible, along with curvilinear design that will respect the terrain and the establishment of pockets of residential development.



Preliminary concepts suggest a series of interconnected greenways that will accommodate pedestrian and cycling trails throughout the neighbourhood where terrain will permit. The greenways will also allow the circulation to connect with the central park, numerous pocket parks and the adjacent undeveloped lands and crown lands beyond the City.

A transit connection and route is assumed to be able to service the Upper Wiltse area in the future. A convenient transit stop would be at the Neighbourhood Centre. As the project is phased and roads are constructed, an appropriate transit route should be chosen to service both north and south ends of the Upper Wiltse neighbourhood.

4.8 Institutional and Schools

Institutional uses such as fire halls and schools may not be required in the Upper Wiltse area for many years into the future as current nearby facilities provide capacity for growth in population. However, School District #67 has expressed interest in further participation in the development planning process and investigation of setting aside land for a school site in the (Upper Wiltse) area.

Fire Hall #2 is very close to the subject area, but confirmation may be required regarding additional fire protection. It is also assumed that all multiple unit structures would be built to code with fire resistant exterior and roofing materials. Furthermore, apartment structures would be required to have sprinkler systems throughout the buildings, in accordance with BC Building Code. Covenants could also be used to ensure such protection is enshrined in the plan.

Churches, community halls or key public amenity spaces would be permitted in convenient locations in the neighbourhood. Opportunities to group the facilities within or close to the Neighbourhood Centre would certainly be encouraged.



4.9 Recreation and Culture

The Area Plan promotes the use of outdoor spaces and activity areas to add to the quality of life for the residents. The natural terrain of the site lends itself to walking, hiking, cycling, and of course, rock climbing in the nearby Skaha Bluffs. Outdoor recreation facilities such as parks and trails can also be complemented by indoor recreation and sports. Public and private facilities are encouraged in or near the Neighbourhood Centre and in affiliation with Community Parks or schools.

The Neighbourhood Centre is proposed to be a social gathering area where a plaza, outdoor square or private spaces can be programmed for public use throughout the year. Both public and private spaces should be designed to support public art, music events, small markets, displays and outdoor dining. It is also expected that the area's municipal parks can be programmed for recreation, competitions, education, environmental interpretation and cultural events.

5.0 Residential Policies

This section describes the policies for a variety of residential uses ranging from single family units to low and medium density multi-unit residential forms. Opportunities for clustered residential and acreages on the upper bench of the north block are also provided in a Future Planning Area. Very limited development is provided for in the large Forestry Grazing parcel in the South Block. The diversity in housing form is intended to address the challenging topography, while offering housing product that will address family size, life cycle, income levels and affordability and tenure types.

5.1 Goals

1. Provide for a diversity of housing types and densities in keeping with the Official Community Plan.

2. Develop residential areas that will respect steep slopes and environmental sensitivity.

3. Plan for a mixture of housing that will accommodate various income levels and demographics.

4. Create a neighbourhood that will encourage ease of access to public spaces such as parks and trails.

5. Promote a strong sense of design and siting of residential development to avoid interruption of views in the hillside environment.

6. Promote a mixture of residential and commercial uses in mixed use buildings in the neighbourhood centre.

5.2 General Policies

1. The Area Structure Plan will accommodate a diversity of housing product to address family size, life cycle, income levels, affordability and tenure types.

2. The Area Structure Plan has been prepared to accommodate a neighbourhood of approximately 850 residential units with predominantly low density multiple family housing form (townhouses and low rise apartment condominiums). Using equivalent unit calculations, this implies

that ultimate build out for this ASP would be less than the forecast allocation related to the servicing capacity for this part of the Eastern Hillsides. This further implies potential for some infill and further densification in the distant future.

3. Clustering of residential will be used to address hillside and sensitive environments where appropriate and necessary.
4. Medium density, ground oriented multiple family (unit) residential uses will offer a range of housing type and affordability.
5. The single family residential uses will provide a variety of larger lot, (duplexes permitted with zoning approval) conventional and small lot development areas, respecting suitable location and relationship to the higher density residential areas.
6. Low density multiple residential forms (townhouses) will be carefully integrated into hillsides and comprehensive pockets or pods of development (planned unit development) to form compact sub-neighbourhoods while achieving economic efficiencies and quality living environments.
7. Apartments will be focused in select locations and in close proximity to the neighbourhood centre; mixed use buildings with residential above commercial uses will be encouraged in the neighbourhood centre.
8. The development of all residential will work with the opportunities and constraints of the site, relative to the following: highest and best use/marketability of lands, slopes, views, relationship to the Fortis Power Transmission Line and the Cantex Gravel Quarry, roads/access and protection of the environmental integrity of the site.
9. Gated communities will not be permitted.

5.3 Single Family Residential Policies

The following policies are intended to encourage and control a diversity of housing forms and lot sizes:

Small Lot Housing

1. Encourage a significant proportion of small lot development that will address affordable housing demand.
2. Ensure that small lot development has access to public spaces such as

parks, trails and amenities.

3. Require appropriate transition and integration between larger conventional lots and small lot development through use of local streets, parks, trails and green space, as well as urban design (DPA) guidelines for intensive development.
4. Lot sizes will be in accordance to densities in the City of Penticton Zoning Bylaw.
5. Housing types to be supported include but are not limited to bungalows, manufactured homes, cottage homes as well as regular walk out and walk-in houses.
6. Garages and other structures will be permitted subject to allocated site coverage and dependent on terrain. In difficult terrain, on-site parking (over one parking space) may be addressed with roadside cluster parking.
7. Secondary suites will only be permitted subject to zoning.

Conventional/Large Lot Housing

1. Encourage a significant proportion of conventional/large lot development that benefits from the site views and other attributes of the location.
2. Ensure that conventional single family residential areas have immediate or easy access to parks, trails and green space.
3. Housing types to be supported include but are not limited to bungalows, walk-ups and walk-ins, duplexes, secondary suites, carriage houses, and special housing forms subject to zoning. Low density multiple family residential (e.g. threeplex and fourplex townhouses) may be permitted subject to rezoning.
4. Lot sizes will be in accordance to densities in the City of Penticton Zoning Bylaw.
5. Development may require covenants to address steep slope portions of a lot and protection of environmental sensitivity of an area. Integration of covenant areas with open space corridors, trails, and parks where necessary is encouraged.

Future Planning Area

The following policies are intended to support and control appropriate development of the Benchlands of the North Block of the Upper Wiltse Area. Either acreages or clustered single family residential development is expected to achieve the main goals of avoiding steep slopes and protecting the integrity of any environmentally sensitive lands and wildlife corridors.

Acreages

1. Large lot estate homes are supported in appropriate locations of the upper bench. Lot sizes will be a minimum of 2.5 acres/1.01 hectares and no greater than 20 acres/8.09 hectares.
2. Large lot development will be planned and designed with topographic features in mind.
3. Cross slopes of 30% or greater will be subject to covenants and/or development permit guidelines within a steep slope DPA.
4. The overall footprint of built form (houses, paddocks, garages, outbuildings and other structures, and hard surface driveways) will be limited by zoning/lot coverage provisions.
5. Development of this area will only be permitted once servicing and roadway access is confirmed with the City's approval.
6. Hobby farms, Bed and Breakfasts, Equestrian facilities, wineries, and small resorts may be permitted subject to zoning.

Cluster Housing

1. Clustered home development is supported in appropriate locations of the upper bench. The main intent is preserving the integrity of large open spaces and environmentally sensitive areas.
2. Amenities in the form of planned unit area parks, public spaces, club houses, community facilities should be considered in comprehensive plans for all cluster home developments.
3. Average density factors for planned unit/cluster developments shall be determined by zoning.
4. Single family residential or low density multi-family development (threeplex and fourplex townhouses) will be permitted in cluster home

developments.

5. Development of this area will only be permitted once servicing and roadway access is confirmed with City's approval.





5.4 Multi-Unit Residential Policies

1. The area designated as Multi-Unit Residential on the Land Use Schedule will accommodate predominantly low density multiple family residential and some medium density residential housing forms (including triplexes, fourplexes, townhouses, compact housing, apartments and other innovative forms of housing, in keeping with the direction imposed by the Official Community Plan. Single family residential may be permitted in accordance with Zoning provisions.
2. Low Density Multiple Family Residential forms will be contained in three to six unit buildings.
3. The Medium Density Residential forms of townhouses and apartments will be at a maximum net density of 40 units per acre. Ground oriented apartments will be four storeys maximum with approximately 30 units per building.
4. Other forms of housing such as compact housing, seniors and care facilities will be subject to Zoning provisions.
5. Placement of multi-residential forms of housing will respect the protection of views and view corridors from up-hill homes.
6. Buffering between single family residential and any multi-unit residential uses shall be achieved with the use of open space, parks, trails and distance separation.

7. Multi-unit residential development is encouraged to be developed in close proximity to and within the neighbourhood centre to achieve critical mass and design objectives for the mixed use centre.
8. Parking is required to be within or under structure of the principal building to avoid expansive surface parking area.
9. All multi-unit residential development will be located in close proximity to or within easy access of, parks, trails or an open space system.
10. Grouping of multi-unit developments is encouraged either within a single development site or aggregated sites (node) to avoid impacts on sensitive natural areas and steep slopes.
11. The greatest concentration of multi-unit residential use is encouraged at the extreme north end and south end of the subject lands to avoid through traffic in the low density residential areas.
12. All multi-unit residential developments will be subject to Development Permit Area Design Guidelines that will address form and character.
13. The south block multi-unit residential area will be subject to both Multi-Family Residential DPA and Environmental Protection DPA upon annexing the land into the City of Penticton.

5.5 Forestry Grazing

1. The area designated as Forestry Grazing on the Land Use Designation Map will accommodate a large parcel characterized by steep rugged topography with limited development potential.

2. Development on the Forestry Grazing site will only occur in the area identified as “Development Area” on Figure 13, the Land Use Designation Map. The remainder of the site is to be maintained in a natural, undisturbed condition, except for low impact trails.

3. The development will have a minimum parcel size of 25 ha and a maximum density of 2 single family dwellings. A tourist commercial lodge / resort of up to 20 room is permitted, subject to zoning, within the “Development Area”. The lodge / resort is to offer a unique visitor experience with an eco or agri-tourism focus.

6.0 Neighbourhood Centre Policies

The following policies are intended to encourage and control development in a mixed use neighbourhood centre that will permit minor commercial uses, mixed use residential/commercial buildings, care and seniors facilities, and a concentrated node of high density multi-unit residential buildings.

Sub-components of this designation are as follows:

- Mixed Use Development
- Commercial Core
- Care and Seniors Complex
- Higher Density Residential

6.1 Goals

1. Provide an opportunity for neighbourhood convenience commercial retail and services.
2. Create a sense of place and neighbourhood focus with appropriate attention to design, uses and siting of the centre.
3. Accommodate Seniors Care and Assisted Living facilities so that they are integrated with the neighbourhood through design and siting.
4. Promote higher density residential and mixed commercial/residential uses in and near the Neighbourhood Centre.

6.2 Mixed Use Development

1. Blended mixed use buildings with residential uses above commercial (retail and office) on the ground floor will be encouraged in the neighbourhood centre.
2. Live/work opportunities will be promoted where studio or office space is made available in or within close proximity to residential buildings and mixed use buildings. Zoning will permit transition from residential to commercial use of units over time.



3. Parking is required to be within or under structure of the principal building or shared with adjacent buildings.
4. Urban design will promote pedestrian oriented character and amenities such as outdoor and street level activity, landscaping and site features.
5. Residential Unit sizes are encouraged to be small to assist with affordability and attraction of consumers to support the commercial enterprises.
6. Commercial uses will be limited to local convenience retail, recreation and fitness, health care professionals and related services such as a pharmacy.
7. A maximum of 10,000 square feet (930 square meters) of commercial (retail/office/service) will be permitted in the Neighbourhood Centre.

6.3 Commercial Core

1. Approximately 2.5 acres (1.01 hectares) of land have been dedicated to neighbourhood centre commercial retail and service.
2. Uses should be limited to convenience groceries, restaurant and beverage (includes pub), cafes and health related services such as doctors, physiotherapists/message clinics and pharmacy.



3. Health related retail and services can be contained within Care or Seniors and Assisted Living Facilities.
4. A maximum of 10,000 square feet (930 square meters) of commercial (retail/office/service) will be permitted.
5. Zoning of commercial uses will be in accordance with the CD Zone.
6. Customer parking shall be allocated between surface and structured/ underground parking spaces, with the majority being accommodated within the building.
7. Any free standing buildings must comply with Design Guidelines for the Neighbourhood Centre.

6.4 Care and Seniors/Assisted Living Complexes/Institutional

1. Care and Seniors or Assisted Living development is encouraged as a focus of development in the Upper Wiltse Neighbourhood, providing scale and massing of the buildings do not compromise the neighbourhood character of the area. Three stories maximum is envisioned with the potential to integrate related retail and health care services at the ground floor level.



2. Accessibility from local roads is a requirement of development.
3. Visitor parking shall be allocated between surface and structured/ underground parking spaces, with the majority being accommodated within the building.
4. Care and Seniors/Assisted Living Complexes will be subject to DPA Design Guidelines to address form and character and the ability to sensitively integrate such development within the neighbourhood centre.

6.5 Higher Density Residential

1. Multiple unit residential buildings will complement the commercial, mixed use and any care/assisted living facilities in the neighbourhood centre. A comprehensive design plan will be required to address compatibility amongst the various uses in the centre.



2. In the neighbourhood centre, five-storey or higher building profile may be considered with zoning approval and within strict design parameters. The intent is to create critical mass of residents in the vicinity of the neighbourhood centre, housing affordability and a mixture of demographic in the entire Upper Wiltse neighbourhood.

3. Parking shall be located within or under the principal structure. If totally underground, parking level should not count as a floor.
4. Development should be integrated with the urban design character of the centre as well as the other higher density buildings in the vicinity of the neighbourhood centre.
5. All multiple unit residential buildings shall be subject to DPA Design Guidelines to address form and character.
6. The City may consider innovative forms of housing within the neighbourhood centre, providing the character of an accessible, walkable and user friendly precinct is not compromised.

7.0 Parks, Open Space, Trails, and Natural Features Policies

This section describes the policies for an integrated system of parks, open space and trails that will complement this residential community and form a backdrop to a growing livable and sustainable city.

7.1 Goals

1. Create a strong sense of connectivity between residents of the community/ neighbourhood.
2. Promote a strong connection and relationship with the natural beauty of the site.
3. Promote and supply opportunities for active recreation and a healthy lifestyle.
4. Create a diverse mix of uses within the park system to appeal to all user groups.
5. Create a cohesive overall park system.
6. Preserve natural site features and wildlife habitat.
7. Create park space and amenity areas that are integrated with storm water, transportation and utility infrastructure.
8. Respect and enhance the development and/or expansion of Skaha Bluffs Provincial Park.
9. Allow for the creation of additional semi-private greenspaces.

7.2 Parks Policies

1. A network of greenspace is integrated into the Area Structure Plan, allowing residents to move freely throughout the neighbourhood with all trails emanating from the central park and diffusing into adjacent undeveloped lands.
2. A hierarchy of spaces will exist with a central park acting as the core of the system. This park is seen as programmable space to accommodate larger groups of people and a wide variety of activities. It will be located in the heart of the neighbourhood centre and become a meeting place for social interaction.

3. Numerous neighbourhood or pocket parks will be provided close to residential areas. These are smaller greenspaces that may accommodate playgrounds, lookouts, trailheads and interpretive sites as examples. Storm water ponds required on the site will also afford opportunities for additional greenspace and/or parks.

4. All neighbourhood parks/green spaces will be connected via greenway corridors that will permit movement of pedestrian/hikers, snowshoeing/ cross country skiing enthusiasts, and cyclists as well as wildlife.

5. Fixed exercise equipment could be located on one park or a series of interconnected parks to create an exercise circuit.



6. Due to the challenging topography of much of the property, large sports or play fields are not envisioned. Instead, active play and sports activities or recreational events will be directed to nearby Wiltse Elementary School playfields and adjacent park just down the road on Wiltse Boulevard.

7. The smaller parks will be designed for both active and passive opportunities in keeping with the City's Parks, Recreation and Culture Master Plan requirements.

8. Any future school site requirements deemed necessary should consider complementary development with an adjacent municipal park.

9. This Area Plan provides for a major expansion to Skaha Bluffs Provincial Park to facilitate management of environmental values and public recreation use. Integration of neighbourhood trails with this Park will be promoted for hiking, equestrian and other recreational pursuits.

10. .

7.3 Conservation and Protected Areas Policies

1. Conservation areas include steep slopes, ravines, gullies, wetlands and limited forest cover areas that will not be subject to development and consequently protected through designation.
2. Certain sites that have been identified through professional ecological evaluation will be protected by Environmental DPA.
3. Sensitive natural areas that may not be formalized as park space but that will be preserved as non-buildable lands may be integrated into the residential areas with careful design and environmental monitoring.
4. Interpretive signs along the linear trail system will provide information about features in the area without providing direct access, thereby protecting habitat and environmental integrity of the sensitive features.



5. The Fortis Transmission Power Line ROW will also serve to protect an open space feature immediately along the eastern edge of the neighbourhood. This will form a transition into the major open space system and Skaha Bluffs climbing area to the east of the residential neighbourhood.
6. The open space policies shall respect the recommendations of the Biophysical Inventory and Environmental Sensitivity Analysis conducted by Ecoscape Environmental Consultants and the City's Environmental Consultants.

7.4 Trails Policies

1. Trails will be developed for increased connectivity between neighbours and to the central park.
2. Trails and trailheads will provide connectivity to recreational opportunities beyond the neighbourhood.



3. Trails may vary from paved walkways to gravel footpaths, in order to best suit the terrain and the development around them.
4. Trails should offer as much universality as possible for all age groups and abilities.
5. The City and developers will work with FortisBC to ensure the use and suitability of the Power Line easement for walking, biking and equestrian trail opportunities.
6. Natural rock outcroppings, cliffs, gullies and significant tree stands will be preserved wherever possible to profile the rugged nature and beauty of the area where trails will be planned and constructed.
7. Trails planning must respect environmentally sensitive areas and features; interpretive signs will be used to educate trail users in the vicinity of these sensitive areas and avoid impact on them.
8. Trails along greenways near residential areas will not contain lighting to avoid disruption of the enjoyment by the residents. Dark skies provisions may be included in the hillside development guidelines.

7.5 Natural Features Policies

It is implicit that natural features will play an important role in establishing the character of this new neighbourhood, along with protecting the environmental integrity of the lands. The following policies are intended to help influence the aesthetics, livability and general sustainability of the community. It is understood that these policies will be complemented by the Environmental Policies contained in Section 9.0.



1. Key natural features including major rock outcrops, canyons, unusual geological features, and important water and vegetative features will be protected from disturbance.

2. Wherever possible, identified features to be protected will be incorporated into the parks, open space or conservation designations of this plan.
3. Roadways, trails, servicing lines or other linear developments should ensure routing plans that can work around the major natural features.
4. Extensive grading that will be required in the north block should also consider protection of natural features wherever possible, even though much of this area has historically been disturbed by human activity.
5. Special environmental features that form key habitat for wildlife or reptiles have been identified. Talus slopes, wet areas and steep slopes should be signed for protection or incorporated into an interpretive/education program for residents and visitors to become part of the stewardship efforts.
6. Key natural features can form part of the parks/trails/pedestrian system but with careful planning and design by qualified Landscape Architects.
7. Key natural features may be incorporated into the overall storm water system, boulevards, medians, and within public or private spaces, providing protective measures are taken. Covenants may be used on private lands, the City may acquire certain lands or conservation methods used where necessary.



8. Monitoring by qualified environmental professionals will be required wherever development and construction is to take place in or near environmentally sensitive areas and critical habitat that forms part of the natural features.
9. Planting of areas where major grading will take place should include a significant percentage of indigenous trees and plants. Ability to incorporate xeriscape and natural replanting on private property should be included as part of development guidelines, as well as addressing wildfire interface concerns.
10. Where key natural features may be affected by the results of grading, e.g. soil erosion, sediment flows, and storm water drainage issues, a civil engineer must be involved to address potential impacts prior to disturbance of the site.

8.0 Urban Design

This section addresses some of the critical urban design elements such as the following:

- Community Character
- Hillside Development
- Residential Design
- The Commercial/Neighbourhood Centre
- Special Conditions Related to Certain Areas and Site Features
- Visual Impact Considerations

8.1 General Design Principles

- Keep rugged hillside features where possible – Although grading of much of the northern block will be required, there are several areas where the natural terrain and steep slopes will be retained. These rugged hillside features and backdrop to the development will help define the Upper Wiltse Neighbourhood.
- Integrate roads and development following the contours (curvilinear design) – Roadway design and alignment will help dictate the layout of this hillside community. Access, road standards and alignment will respect the general contours and slopes. Cul-de-sacs, crescents and short/broken extents of road will help create sub-neighbourhoods and pods of development for both single family and multi-unit residential areas. Local streets should be narrow designed for a low design speed. Roads should be constructed "around" major natural features such as boulders/rock outcrops.

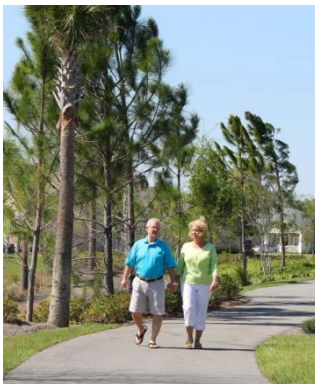
  Refer to Figure 14, Appendix A 'Development Vs Slope'.
- Contour slopes – Working with the land orientation, any grading that needs to be conducted will create gentle transition between benches or housing platforms. An overall grade of 15% for the main single family residential area is envisioned to be achieved. Overall intent is to establish development areas that allow for seeing over the homes below and with views towards one or both lakes.

  Refer to Figure 16, Appendix A 'Proposed North Parcel Grading'.

- Open Space and Parks breaks up massing – Use of open space and local parks/greenways will help break up the massing of development along the hillside. Existing vegetation, natural features and replanting will be interspersed on public and private lands, forming a variety in viewscapes as seen from within the neighbourhood and from external vantage points. Uniform building rooflines should be avoided. Trees should be retained or replanted within road rights-of-way.

- Landscaping regarding Single Family Residential (see Guidelines for Wildfire Report and DPA).

8.2 Community Character



- Establish an attractive, pedestrian-friendly, walkable community that respects and integrates the local character of Penticton.

- Support local mixed use opportunities at community focal points that promote a healthy, vibrant, pedestrian-friendly neighbourhood.

- Encourage architecture that is innovative, of high quality, and supportive of the community's image, identity and sense of place.

- Provide high quality landscaping through the creation and maintenance of landmarks, pathways, and focal points within the neighbourhood.

- Enhance the attractiveness of community focal points through careful attention to urban design, provision of innovative landscaping, street furniture, distinctive lighting, and public art.

- Ensure public and private open space is clearly and attractively demarcated along internal open space corridors.

8.3 Hillside Development

- Contour hillside slopes – natural slopes should be retained between houses wherever possible.



- Use of walls – height and length – Retaining walls are often the scourge of hillside developments. Walls should not be used in place of natural features such as cliff, rock knoll or outcrop. Necessary walls should be kept low and terraced, screened with strategic placement of trees and landscape material, and use of natural stone wherever possible. Manufactured material walls can also be broken up with natural stone portions.



- Protection of trees – Trees and natural cover should be protected wherever possible, or enhancement of existing is complemented with native landscape materials.
- Integration of multiple unit residential pods – Clustering of townhouse pods and integrating them into the hillside will help preserve sensitive environments while achieving economic returns for the development.
- Retain expansive natural areas – All steep slopes (beyond 30%) will be protected from development. Where some encroachment occurs, geotechnical evaluation may be required for each building permit. Covenants or conservation areas will apply to both public lands and some private lands where important natural areas are to be protected. Steeper slopes will form part of the Hillside Hazard Development Permit Area.
- Stepping housing forms down hillside/stepped grading – Lot grading and disturbance should occur at the building stage in order to design buildings which accommodate existing terrain and vegetation to the extent possible. Both townhouses and single family forms should step up or down with the natural terrain as opposed to creating large single building platforms.

- Use varying residential types that can suite terrain and setting – The plan calls for using a variety of housing forms, styles and sizes to suite the terrain and setting. This may include a mixture of townhouse sizes in one location (duplex, threeplex, fourplex, to sixplex, etc.), walk-up or grade entry homes, separate/detached garages, etc.
- Yardscape and placement of structures – Blending into natural landscape, minimize impact of garage doors, driveway grades respect slopes, lower or flat roof lines, setbacks, house and yard construction respects natural slope/small yards if necessary.
- Avoid front of ridge lines – Ridge lines should not be dominated with buildings and structures or at least broken up where possible.

8.4 Residential



- Multiple Unit residential to suit the site – instead of three large lots/houses, use of a three or fourplex may achieve significant design objectives on a hillside.
- Minimal reflective glass – caution on the amount and orientation of walls containing reflective glass for windows.
- Use of Stone and Wood to reflect natural materials/surroundings – imported or local blast rock and other natural or local materials should be used instead of manufactured materials, subject to code and regulatory requirements.
- Colors to blend with natural landscape – Colors should be chosen to blend into natural landscape for all structures, including retaining walls, fences, roof materials and other architectural finishes.
- Maximum height – 2.5 storey on single family residential (stepping is encouraged where terrain permits).
- Maximum height – 4 storey on multiple unit residential (stepping is encouraged where terrain permits.
- Broken massing of larger buildings – Vertical and horizontal articulation of buildings and structures is paramount to avoiding impacts of massing.
- Parking within buildings for all multi-unit residential/apartments to avoid

expansive surface parking.

- Articulated facades and roof lines/pitches that follow natural slopes.
- Garages (doors) should not dominate front façade of buildings.
- Grouped or planned unit development is encouraged where appropriate (e.g. four to five buildings of fourplexes).

8.5 Neighbourhood Centre

- Outdoor Amenity Areas – Opportunities for public outdoor amenity space should be incorporated into the design of all projects forming part of the neighbourhood centre. A comprehensive plan should include seating areas, small lawns, a plaza or square as features and naturalized landscaping.



- Parking Underground/Within Buildings – Similar to parking for multi-unit residential developments, parking for uses in the centre should be provided largely in independent or common underground or within buildings to avoid expansive surface parking. Parking entryways into structures should be obscured from street view as much as possible. Surface parking lots (visitor or tenant) where necessary should be broken up by landscaping and pocket parking.
- Common Architectural Theme – In order to establish a focus for the neighbourhood centre, a common architectural theme should be imposed in the comprehensive plan for the site. Materials, colors, roof forms and general architectural design should be complementary within the neighbourhood centre as well as with adjacent land uses.
- Pedestrian Oriented – Every opportunity should be taken to instil a pedestrian oriented character in the planning and design of the Neighbourhood Centre. The automobile and parking should be secondary by advocating wide sidewalks, seating areas, landscaping and other features that allow mobility for people to move by foot, bicycle or even scooters between buildings and within the centre. Connections to the surrounding residential areas should also be promoted by installation of

sidewalks, parks and trails/pathways.

- Transit Stop – A convenient transit stop should be integrated into the Neighbourhood Centre. This will require certainty that transit will form part of the looped system through the Upper Wiltse Neighbourhood.
- Landscaping/Streetscape – Street appeal is imperative to achieve a successful commercial and neighbourhood centre. Attention to special landscaping and tree planting, sidewalk materials, lights, bike racks, benches and other street furniture should be incorporated into roadway intersections near the Centre as well as within the Neighbourhood Centre. Any roundabouts in the vicinity of the Centre should contain quality landscape and/or public art in keeping with the City's cultural tourism enhancement strategy.

8.6 Special Conditions

- Development Along Fortis Power Line – Residential Development along and in close proximity to the FortisBC Right of Way will either occur immediately adjacent to or across a roadway from the power line easement. Many of the lots to be developed in this vicinity are proposed to be small lots where smaller homes may be built. Planning and design of each development should take into consideration the following:
  - Orientation of the home in relation to power line, poles, guidewires, etc.
  - Location of and access to on-site parking/garage
  - Yards and setback
  - Fencing
  - Landscaping
  - Location of outbuildings
  - Edge treatment of roadways



- Gateway Treatment – Gateways into the neighbourhood may occur at strategic locations to demarcate the Upper Wilste community. The intention of any special treatment should be to announce arrival, not to suggest a gated community. Special features that can be used may be boulevards, split carriageway/landscaped entry median, natural features such as rock outcrops, small parks, storm water ponds, public art, and monument signs. The theme can be carried throughout the neighbourhood with smaller representations of the main entryways at entrances to strata developments or sub-neighbourhoods, or even the Neighbourhood Centre.

- Park Edges and Entryways – Any community park or trails should include appropriate demarcation and entry signs in keeping with an overall Wiltse or City of Penticton theme and standards. CPTED principles should also be employed to allow for the safe enjoyment by residents and visitors, including seniors and children.

8.7 Visual Impact Considerations

- Protecting Views from Above – The entire site area lends itself to partial or wide and expansive views of the valley and city landscape. Every opportunity should be taken to avoid blocking views of the upslope homes. Mechanisms such as Building Schemes or where applicable and permitted, DPA guidelines, should be used to address height, roof lines, placement of buildings, and any other impediments to views. Overall grading and lot by lot grading must be carefully considered in the overall scheme, as well as roadway placement. Siting of single family residential above multi-unit residential complexes should also respect site lines and view corridors wherever possible so that the benefit of the special location of the Upper Wilste Plateau is not compromised.

- Siting to Maximize Views – The development concept entails a considerable build out of low density multi-unit residential buildings on both blocks of land. Many of these will occur in clustered planned unit developments with a combination of townhouse and in some cases with low rise apartment complexes. It is important to have as many buildings as possible maximize views from where they are located. The planned

unit developments should be planned and designed comprehensively so that building arrangements on site can work compatibly. Stepping up and down slopes to work with natural terrain can be done very effectively with multi-unit residential buildings.

- Views from Below – A major visual impact consideration will be views from below towards the upper slopes of the site. Important elements of design will be retaining walls, massing of buildings and landscape/screening. Extra care and attention should be employed in Building Schemes and DPA guidelines that will address the following:

  - Retaining Walls – height shall be kept to a minimum as prescribed by the City; natural material such as local stone should be used wherever possible; walls may be integrated into natural features such rock outcrops in yards where possible.

  - Massing of Buildings – the mass of both single family and multi-unit buildings shall be broken by articulating roof lines, building facades and the overall structure wherever possible. Institutional and commercial buildings will require detailed architectural design analysis to avoid imposing significant mass that may be visible from below.

  - Landscape and Screening – Selective use of landscape material and strategic planting will assist considerably in addressing visual impact from below. Retaining walls, expansive side walls of buildings and structures in general can be screened with properly selected trees and other landscape materials. The City may ask that Development Applications can provide modeling of tree growth over a period of growth intervals or site line analysis to illustrate to City officials that landscaping plans will ultimately obscure sensitive visual elements.

9.0 Environmental Protection Policies

This section presents policies that are intended to protect the integrity of specific biophysical features and environmental sensitivity of the site, allowing for a livable and sustainable neighbourhood to be enjoyed by future residents. Policies have been informed by significant review and analysis of the biophysical inventories and environmental sensitivity work conducted by specialist consultants in environmental sciences, and best management practices and standards provided by the RDOS, the City of Penticton and other relevant legislation and regulations.

[The following policies were derived from recommendations and best management practices provided in the specialist report: *Biophysical Inventory and Environmental Sensitivity Analysis for the Wiltse Property produced by Ecoscape Environmental Consultants Ltd.*]

The Wiltse Area Structure Plan amendments for the South Block were based on an Environmental Mapping Update and Assessment report 2017 by Ecora Engineering. This report was further updated in 2018 to address additional environmental concerns associated with the overlap of identified "Critical Habitat" as defined by the federal Species at Risk Act. Environment Canada released a Recovery Strategy for the Western Rattlesnake, Great Basin Gophersnake and Desert Nightsnake as well as a Strategy for the Lewis Woodpecker. Further site inventory and investigation was undertaken to develop plans to avoid destruction of Critical Habitat and recommend mitigation strategies. The Environmentally Sensitive Areas for the South Block are identified in Figure 18A -- Environmental Protection Development Permit Area.

1. Roadways should be designed to follow natural topography and with as small footprint as possible to reduce cut and fill requirements.

2. The conservation of wildlife movement corridors should also be considered for roadway locations and alignments.

3. Where roadways may conflict with wildlife activity, mitigation measures should be incorporated into the road designs to minimize impacts. Recommendations include construction of wildlife crossings (culverts and bridges) signs to warn motorists of wildlife crossings, and exclusion fencing.

4. Any crossings for snakes should be designed to prevent snakes from accessing road surfaces, and be placed in areas where snakes are known to

occur, migrate, or bask and based on topography or other habitat features.

5. Stormwater runoff should not be directly discharged into any of the existing wetlands due to the potential for degrading the aquatic communities.
6. The stormwater plan must aim at maintaining drainage patterns, rates and flows without directly introducing runoff into aquatic environments.
7. Rapid Infiltration Basins (RIB) should be installed in areas with significant soil permeability to help attenuate stormwater flows via exfiltration into the underlying soils.

8. Proposed trail networks and park facilities adjacent to and/or bisecting ESA habitats or identified conservation areas and wildlife movement corridors should be designed to include minimal lighting to reduce potential disturbance to nocturnal and migrating wildlife. It is understood that the roadways and residential area will have appropriate lighting for visibility and safety of the motorists and pedestrians.

9. Interpretive signs should be posted to educate residents regarding the significance of sensitive habitats. Fencing should also be installed in specific areas to further controls access to identified ESAs, buffers or covenant areas.

10. A weed control program should be developed prior to construction. Use of pesticides is discouraged and should not be conducted within 30 meters of aquatic habitats.

11. Roadways and other infrastructure and servicing footprints should be kept to a minimum to reduce disturbance of native soils and removal of native vegetation, which will prevent establishment of invasive species.

12. Restoration planting and seeding with native species is encouraged.

13. Where feasible, areas of coniferous woodland and grasslands should be restored, understanding that much of the land has been disturbed by human activity and fires in the past.

14. Enhancement and creation of wetlands, riparian and other aquatic ecosystems can be created through careful planning of development with respect to existing drainage patterns, ecosystems types and stormwater management. Detention basins, ponds and other wetland habitats can benefit many sensitive species described in the biophysical inventory.

15. Qualified environmental monitors (EM) will be required to document compliance with identified standards, BMPs and other conditions. Such EMs will be authorized to halt construction activities should an incident arise that is causing undue harm to terrestrial, aquatic or riparian resource values of the site. An EM will be in a position to recommend measures to protect or restore the natural integrity of a site should a disturbance occur due to unforeseen circumstances.

16. An Environmental Protection Development Permit Area is applied to all environmentally sensitive lands.

17. Where development is proposed within the recommended wildlife corridors, additional environmental investigations and site specific mitigation strategies will be undertaken. For example, the southern block will ultimately be developed with a road that must traverse an ESA; appropriate mitigation or compensation measures will be defined to help ensure the development project meets or exceeds the standards provided by government, relevant legislation, regulations and Best Management Practices. See Figure 8: Core Sensitive Areas and Connectivity.

18. This ASP acknowledges work done under the auspices of South Okanagan Similkameen Conservation Program (SOSCP); “Keeping Nature in Our Future; A Biodiversity Conservation Strategy for the South Okanagan-Similkameen”.

10.0 Transportation, Mobility, and Parking

This section addresses the transportation and mobility policies of the plan, including some of the key elements as follows:

- On-site Roads Standards
- Off-site Roads
- Traffic Management
- Transit
- Parking
- Pedestrian and Hiking Facilities
- Bicycle Facilities

10.1 On-site Roads

On-site Roads will be developed to the City of Penticton Subdivision and Development Bylaw requirements and standards. The roads will be either based on the conventional cross sections for local and collector roadways with a 16m right-of-way width for local roads, and a 20m right-of-way width for collector roads, or the hillside development guidelines will be implemented with right-of-way widths ranging from 10 to 14m for local roads, and right-of-way widths ranging from 14 to 18m in width for hillside collector. (See examples of hillside road cross-sections) Hillside Development Guidelines will be implemented to allow for a reduction in the amount of earthworks and modification to the existing topography and natural features.



The extension of Wiltse Boulevard through the site and connecting with Partridge Drive is planned as a collector roadway. The roadway that connects with Wiltse Boulevard, adjacent to the commercial site and extending to the east is also planned as a collector roadway. The roadway that serves the southern portion of the site, with a connection to Evergreen Drive, is also planned as a collector, with provision for a future connection to Valleyview Road.

Refer to Figure 5, Appendix A ‘Roads/Access’ for detailed mapping of proposed roads.

10.2 Off-site Road Connections

The City of Penticton 2005 Transportation Study identifies the Road Classifications for the area adjacent to the Wiltse Neighbourhood. Figure 8.1 from the study (appended) identifies the following collector roadways in the adjacent area:

- Wiltse Boulevard, from Dartmouth Drive through to the north-west corner of the site. The portion of Wiltse Boulevard currently in place has been constructed to the urban collector roadway standard.
- Pineview Road, from South Main Street, past Dartmouth Drive, to a planned connection with Evergreen Drive. Evergreen Drive then extends through to a connection with Wiltse Boulevard. A portion of Pineview Road will require the adjacent lands to develop for the full collector roadway width to be developed. The portion of Evergreen Drive completed meets the current collector roadway width.
- As noted above, the extension of Wiltse Boulevard through the site and connecting with Partridge Drive is also planned as a collector roadway. The portion of Partridge drive adjacent to the intersection with Evergreen Drive has been constructed to the collector roadway standard.

10.3 Traffic Management

Hillside Development Guidelines contained herein address means to achieve narrower roadway widths. The traffic calming objectives of the Official Community Plan are promoted with the use of the narrow roadways and roundabouts at the major intersections.

The site is anticipated to build out with the following number of units:

- 250 single family homes;
- 604 multi-units (with both low rise apartments and townhomes);
- An estimated 10,000 sq. ft. of commercial.

The total number of trips entering and exiting the site from the adjacent collector roadways has been estimated based on Institute of Transportation Engineers trip generation rates, with an internal reduction factor applied, to allow for trips that will occur within the neighborhood (primarily related to the commercial site). The following **Table 10.1** presents the total number of site generated trips for both the North and South blocks. The north block is anticipated to generate up to 400 vehicle trips into and out of the neighbourhood, during the average weekday afternoon Peak Hour. The south block is anticipated to generate up to 130 vehicle trips into and out of the neighbourhood, during the average weekday afternoon peak hour.

North Block			Rate	Total		in	internal reduction	external in		out	internal reduction	external out
230	Single Family	AM	0.75	173	25%	43	10%	39	75%	32	10%	29
units	(ITE #210)	PM	1	230	63%	145	10%	130	37%	54	10%	48
216	Town House	AM	0.44	95	17%	16	10%	15	83%	79	10%	71
units	(ITE #230)	PM	0.52	112	64%	72	10%	65	36%	40	10%	36
180	MF Low	AM	0.51	92	20%	18	10%	17	80%	73	10%	66
units	(ITE #221)	PM	0.62	112	64%	71	10%	64	34%	38	10%	34
10,000	Commercial	AM	1	10	61%	6	25%	5	39%	4	25%	3
(per 1,000 ft^2)	(ITE #820)	PM	3.73	37	49%	18	25%	14	51%	19	25%	14
Total		**AM**						**74**				**169**
		PM						**273**				**133**

South Block			Rate	Total		in	internal reduction	external in		out	internal reduction	external out
30	Single Family	AM	0.75	23	25%	6	10%	5	75%	4	10%	4
units	(ITE #210)	PM	1	30	63%	19	10%	17	37%	7	10%	6
118	Town House	AM	0.44	52	17%	9	10%	8	83%	43	10%	39
units	(ITE #230)	PM	0.52	61	64%	39	10%	35	36%	22	10%	20
90	MF Low	AM	0.51	46	20%	9	10%	8	80%	37	10%	33
units	(ITE #221)	PM	0.62	56	64%	36	10%	32	34%	19	10%	17
Total		**AM**						**21**				**76**
		PM						**84**				**43**
Full Build Out Total		**AM**						**96**				**245**
		PM						**358**				**176**

Table 10.1 - Wiltse Area Trip Generation Rates and Traffic Volumes

The internal roadway hierarchy is laid out to accommodate the connectivity with the adjacent collector roadway system, while providing for direct access to the local street network.

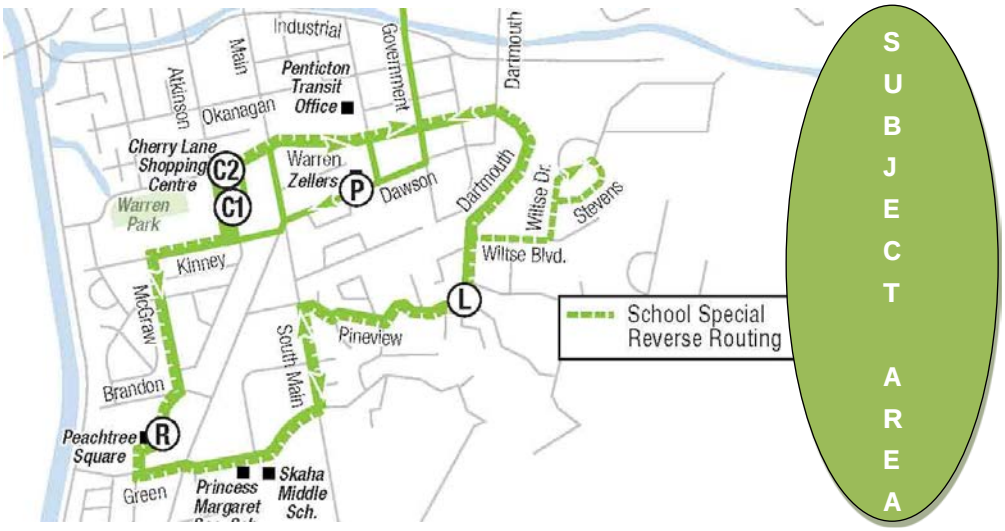
The collector roadways identified in **Section 10.2** have been planned to accommodate the additional traffic generated by the full build out of the north and south blocks.

The City of Penticton Comprehensive Development Plan Study completed in 2005 identified roadway infrastructure improvements of $100,000 to facilitate the additional traffic generated by the Wiltse Area.

The total traffic generated by the Wiltse Area is anticipated to have a minimal overall impact on the City of Penticton collector and arterial roadway infrastructure.

10.4 Transit

The Penticton Transit System currently serves the Wiltse area via the Okanagan Lake/Wiltse Route. The route extends from downtown to Dartmouth Drive and onto the Peach Tree Mall. With the addition of the commercial node within the site, a further extension of the transit service should be investigated as the area builds out.



10.5 Parking

The use of the Hillside Development Guidelines allow for the development of on street parking bulbs (laybys), adjacent to single family homes, thus allowing for narrower roadways in areas that do not have single family homes adjacent to the roadway. Parking for multifamily and town house sites will be provided on site, thus minimizing the adjacent on street parking.

10.6 Pedestrian and Hiking Features

The site layout has been developed to take advantage of the adjacent green space for the provision of trails connecting residential areas. All collector and local roadways will have sidewalks. Local roads may incorporate sidewalks on one side only in order to preserve natural features and to limit grading of the site.

10.7 Bicycle Facilities

The City of Penticton 2005 Transportation Study identifies the existing and proposed bicycle/pathway network for the area adjacent to the Wiltse Neighbourhood. Figure 5.3 from the study (See Appendix E) identifies a future bike route loop via Wiltse Boulevard, Partridge Drive, Evergreen Drive and Pineview Road.

The pedestrian trail system will also be developed to accommodate off road bike travel where appropriate. The Fortis R/W can also accommodate cycling trails but not for motorized (off road) vehicles.

11.0 Servicing and Utilities

This section addresses the major municipal infrastructure and utilities that will be required to be upgraded, installed or planned in more detail to allow a significant greenfield residential development in Penticton. Any on-site and off-site water supply and distribution facilities, sanitary sewer and stormwater/drainage infrastructure will ultimately be managed by the City of Penticton. Potential off-site road works upgrading are also noted. The policy directives of this plan address the ability to supply services to the 850 households and other facilities over a phased development timeframe.

11.1 Water

Water is currently available to the lower areas of the property to an elevation of 520m within the pressure zone known as the 1,820 or 555m. This pressure zone is serviced by the Carmi and Gordon reservoirs. However, the Water Master Plan completed in 2010 by AECOM identifies a shortfall of storage volume, and therefore the City has indicated that the existing reservoirs cannot supply water to these lower areas.

The Water Master Plan completed identifies infrastructure required to provide water service to the Wiltse Flats Development as Project No. 35. (Refer to Appendix F.) Water storage will be provided within a new reservoir to be constructed at a 616 meter elevation within the upper elevations of the Wiltse property. Water will be boosted from the Carmi Reservoir to this reservoir to provide service to the Wiltse development. A new booster station at Carmi Reservoir and a new trunk main from Carmi to the proposed new reservoir will be required.

The master plan estimates the cost of improvements to supply the Wiltse lands at approximately $5.0 million. As outlined above the requirements include the reservoir, pump station, and trunk watermains necessary to supply water to the reservoir. The estimate also includes the trunk watermain from the reservoir to service the southern portion of the development area. The installation of this trunk main could be delayed until such time as that portion of the land is developed. The costs for the reservoir, booster pump and trunk mains would be entirely to the developers account.

Development has occurred in the upper eastern hillside area since the completion of the 2005 Water Study which could result in a variation to the

servicing strategy for the subject area identified as Project 35 in the Water Study. Such variation or alternative servicing arrangements would reflect consistency with completed works and generate the most efficient servicing for the subject area as well as other potential developments and system improvements with appropriate cost sharing by benefitting parties. Other alternatives may be considered by the City that reflects best long-term solutions and further analysis will be evaluated prior to development.

11.2 Sanitary Sewer

Sanitary sewer service to the site will be entirely by gravity sewer, connecting to the existing system at four distinct locations.

The 2005 Sanitary Sewer Study by then Earth Tech, now known as AECOM, identified and recommended system improvements for downstream facilities based on the existing and future peak flows for specific growth areas. In 2009 the Master Plan was updated to reflect a more accurate projection of development and provided Project Sheets highlighting the proposed sewer projects required under various levels of development. (Refer to Appendix F.)

In 2007 the city adopted DCC Bylaw 2007-79 in which the Wiltse area was identified as being on the periphery of the City under Schedule ‘A2’. The current DCC’s for sanitary sewer are $8,132 per unit for single family, bare land strata, and multi-family units.

We understand that in order to provide sewer service to the Wiltse development area, certain downstream upgrading projects have been identified. The project sheets detailing the proposed upgrading have been included within Appendix F. The projects and the expected costs are outlined below.

- Project 3: North Penticton Interceptor – Fairview Road to Treatment Plant Section; Total cost $711,563 – 100% DCC project.
- Project 4: South Penticton Interceptor – Industrial Ave W to Fairview Road Section; Total Cost $711,563 – 100% DCC project.
- Project 22; South Main Street at Galt Ave.
  Total Cost $31,625 – 100% New Development
- Upgrade of the existing 142m of 300mm sanitary south from Yorkton / Skaha intersection to the Lee Ave lift station. Cost contribution from the Wiltse development is estimated up to $0.11 M. The actual contribution is to be determined based upon flow modeling.

11.3 Storm Water Management Plan (SWMP)

The technical portion of the Storm Water Management Plan SWMP is provided in the appendices. The design philosophy and considerations are presented in this portion of the report.

Most importantly, the plan ensures that the natural run-off that recharges the environmentally sensitive wetlands and ponds identified in Ecoscape's report will not be interfered with or supplemented by the development runoff.

It is noted that almost all the urban development occurs below the Fortis BC hydro right-of-way and therefore below the environmentally sensitive areas. Where urban development is above the ESA stormwater from the development will be captured and piped around the ESA to discharge to a trunk disposal site system below the ESA.

The development runoff will be captured by traditional urban development mains such as catchbasins and where applicable, drainage swales and inlets which are considered more environmentally friendly. Stormwater will be directed either to detention storage facilities and then released to the existing system at pre-development runoff rates, either into the existing drainage system or to a new pipe discharging through a Detention Pond to Ellis Creek as per the Drainage Master Plan.

To assist in the controlled release of storm water from the development area, drainage from individual lots will be managed at the point of origin. Development designs for multi-family sites will require on site storage and release at a controlled rate or discharge to the ground if soil conditions are suitable. Roof drainage from individual single family lots can be directed to splash pads and/or rock pits as geotechnical conditions permit.

The city is currently updating its Storm Drainage Master Plan and changes to the rainfall intensity curves are expected. The runoff rates and generated storm water volumes identified within the Storm Water Management Plan will need to be reviewed in the future and based on the most current rainfall intensity curves.

The City, within its Stormwater Master Plan has identified several projects and associated cost distributions as noted below.

- Project EX-10 – South main Storm Trunk Bypass
  Total cost: $2,081,875: DCCs 46%; Existing users 51%
- Project EX-17; Evergreen Drive Major Systems Upgrades
  Total Cost $61,250: DCC's 46%, existing users 54%
- Project FT-I; Yorkton Ave. Storm Sewer and Wetland Development
  Total Cost $868,750 – 100% DCC project
- Project FT-J; Valleyview Road Storm system
  Total Cost; $1,237,500; 100% Developer Cost- Contribution of Wilse lands to be based on contributing flow to be calculated.
- Project FT-M: Wiltse Holdings Area Drainage Upgrades
  Total cost $188,000 – 100% Developer's cost
- Project FT-N; Upper Evergreen Drive Upgrades
  Total Cost: $788,500 – 100% Developer's cost

Developer's Cost, as noted above, infers that costs will be applied to "contributing" developers (i.e. any development flows that impact capacity of the identified project) based on flow proportioning. The percentage contributions will be determined by future storm water modeling.

11.4 Utilities

City of Penticton will be the supplier of electrical power to the development.

The electrical distribution system will adhere to the Construction Standards published by the City of Penticton.

Communications will be provided by Telus and Shaw.

It is anticipated that FortisBC will extend natural gas distribution to the development.

11.5 Potential Roadworks Upgrading

The Comprehensive Development Plan (CDP) dated of April 28th, 2005 stated that for the Wiltse Holdings - The projected growth can be adequately serviced by the existing road network. However, a sidewalk along Pineview Road between Dartmouth Drive and Juniper Drive had been included within the CDP to provide for the safe accommodation of pedestrians as traffic volume increases.

The 2005 Transportation study identifies Green Avenue and South Main as requiring improvement: Upper Wiltse may contribute traffic to that intersection with the later, more southern phases of development. Improvements are estimated at $310,000 (for traffic eastbound up Green Avenue through Greenwood Drive to Pineview Road). Proportional contribution is unknown as no traffic generation relating to the currently proposed Wiltse Development has been estimated.

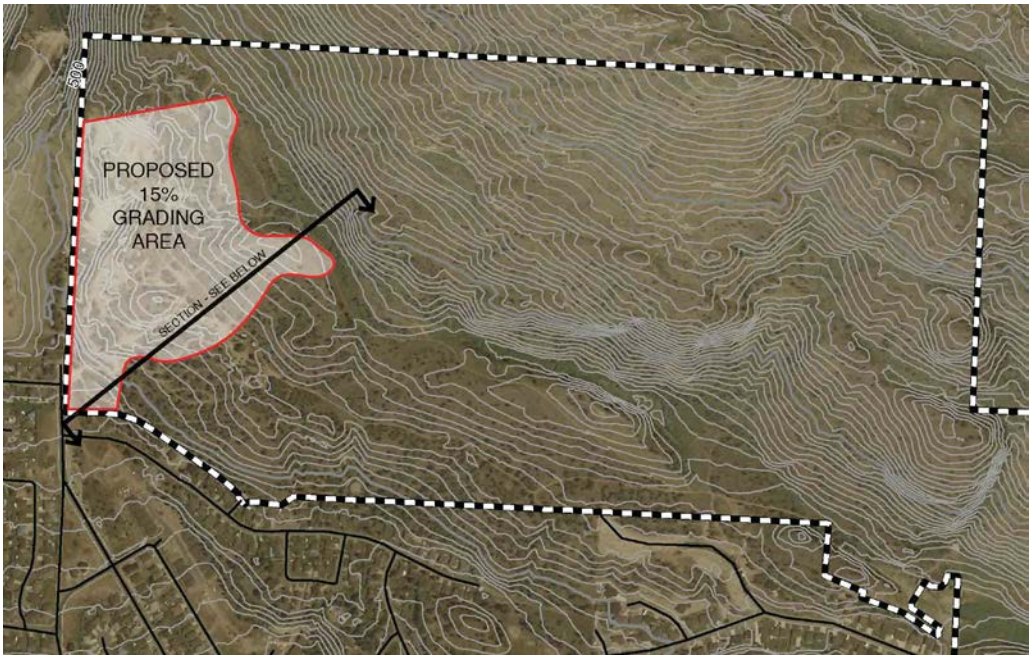
The near term intersection improvement would be Kinney Avenue and Skaha Lake Road - for any future phases that would result in increased traffic down Pineview Road, onto South Main Street and into this intersection. Road improvements are estimated at $245,000. Again, proportional contribution from the Wiltse Development would be based on further traffic modeling to be completed as the project is developed.

12.0 Grading and Hillside Development

It is implicit in this Plan that the natural terrain of the Upper Wiltse area will require some grading to accommodate the new neighourhood and attendant infrastructure and roads. Nevertheless, site design is expected to take advantage of the prominent views, natural features, sun exposure and other benefits of this prominent site. This section presents a general grading plan of where natural topography may be affected and where hillside development guidelines can be applied to protect the integrity of some of the steeper slopes and natural features.

The widely varied topography and vegetation of the site, ranging over almost four quarter sections, along with environmental concerns to a large degree dictates both the areas of development and the type of development within those areas.

The predominantly single family area in the most northern area of the North Block is one area that will require regrading to achieve an overall slope of approximately 15%, which will allow views from each residence over the lower unit with limited retaining required, provided building guidelines, which will be first in place, are followed.



Refer to Figure 16, Appendix A 'Proposed North Parcel Grading' for complete mapping and section.

Within the regrading, any unusual geological or vegetative features will be recognized and every effort to maintain these features will be made. It is noted that within this area already exists significant disturbance to the site in the form of a gravel extraction area, a disposal of construction materials area and several roads. All regrading efforts will be monitored by a geotechnical professional to ensure soil stability.

It is contemplated that the regrading be confined to the appropriate phase of development, that the civil engineer provides input to the erosion and sediment control and the stormwater drainage for the undeveloped regraded area as well as for the final development and assurance that run-off be restricted to the pre-developed condition be maintained at all times.

Over the remaining site, grading will be predominantly confined to the roadways, with the roadway not extending further than one phase beyond that being developed, unless alternative access is required or available.

The same requirements of stormwater control and erosion and sediment control will apply as each phase and roadway extension occurs.

13.0 Development Permit Areas

In accordance with Section 919.1 of the Local Government Act of BC, an Official Community Plan may designate Development Permit Areas within the City. Unless otherwise specified, a Development Permit must be approved and issued by the City prior to any development, subdivision, construction or alteration within a Development Permit Area. Through the adoption of this Area Structure Plan into the Official Community Plan, the City of Penticton specifies the following Development Permit Areas:

1. Environmental Protection Development Permit Area.

2. Hillside Hazard Development PermitArea

3. Multiple Family Residential and Commercial Development Permit Area.

These Development Permit Areas are established to ensure that development responds to the unique site conditions in the Upper Wiltse area of Penticton. Pursuant to Section 919.1 of the Local Government Act, the Development Permit Areas are established for the following purposes:

- Protection of the natural environment, its ecosystems and biological diversity.
- Protection of development from hazardous conditions.
- Establishment of objectives for the form and character of multi-family residential and commercial development.

For all development permit areas, submission requirements will be as per the City of Penticton Development Permit application requirements, except where additional requirements are noted below.

Figure 18 identifies the four categories of Environmental Sensitivity within the Development Permit Area.

13.1 Environmental Protection Development Permit Area

Guidelines

13.1.1 ESA Sensitivity Index

Based on the biophysical inventory and sensitivity analysis (Ecoscape 2012), 81 polygons within the Project area were identified and ranked with respect to ecological values. These values were transformed to one of four environmental ESA categories. For each category, best practice prescriptions have been assigned. Table 14.1 describes the assigned Development Sensitivity Index for each identified polygons.

Table 14.1 Development Sensitivity Index for Identified Polygons

ESA Sensitivity	Polygons		Total Area (m^2)	Percentage Area (%)
	North Parcel	South Parcel		
Very High	1,5,6,7,8,9,10, 26,81	39,40,48,50,53,55,59, 71,74, 81	134570.39	5.3
High	16,17,25,27,21 ,22,25,27,30,3 2,33,34,36,	41,42,43,44,45,49,52, 54,56,57,58,62,65,70, 73,75,77,78,7980	1,648,973.03	64.5
Moderate	3,4,12,13,14,1 5,16,18,19,20, 23,24,28,29,35	47,51,54,72,60,63,64, 66,67, 69,72,76	592,847.01	23.2
Low	2,38	68	177,980.74	7.0
Total	1,289,810.14	1,264,561,03	2,554,371.17	100

Source: compiled from (Ecoscape 2012)

Prescriptive guidelines for each of the four ESA Indices have been compiled from Biophysical Inventory, and Sensitivity Analysis and (Ecoscape, 2012), Penticton OCP, and accepted best management practices for aquatic and terrestrial systems.

South Block Area Plan Amendments

The Environmentally Sensitive Area (ESA) terminology used in the Area Structure Plan (ASP) differs from the terminology used in the Environmental Mapping Update and Assessment for the Southern Parcel of the Wiltse Property, Penticton, BC (Ecora 2017) and the Environmental Addendum Report for the Southern Parcel of the Wiltse Property, Penticton, BC (Ecora 2018). The relative value (1 to 4) has not changed but the term assigned to each number has, as summarized in the table below. The terminology used in the update reports is consistent with the terminology used in the

City of Penticton Terms of Reference for Environmental Impact Assessments (2011).

ESA Rank	2011 Area Structure Plan Terminology	Environmental Update Reports (Ecora 2017 and 2018) Terminology
1	Very High	High
2	High	Moderate
3	Moderate	Low
4	Low	Not Sensitive

Environmentally Sensitive Area Summary

ESA Value	**EAS Class / Value**	**# Polygons**	**Area (Ha)**	**5 Property**
1	High	6	7.93	6
2	Moderate	36	88.73	68
3	Low	15	33.65	26
4	Not Sensitive	0	0	0
		57	130.31	100

For the South Block, development of lots within the ESA ranks of High and Moderate require a Development Permit. These permits will be based on the guidelines outlined below for Very High and High ranked areas.**Guidelines for Very High, High, Moderate ESA**

Development within an Very High, High and Moderate ESA index require an Environmental Assessment (EA), carried out by a registered professional biologist (RPBio), as defined in the College of Applied Biology Act, and with input from other professionals of specific expertise where required.

The EA must be based on Penticton's approved terms of reference (TOR), and includes two phases of assessment as follows, which can be completed together or separate:

- Ecological Assessment Phase, the intention of which is to assess both the biological conditions and physical conditions of a site, should be carried out in advance of any preliminary layout plan and prior to any preparatory site disturbances. The Ecological Assessment Phase determines a development footprint respectful of sensitive ecosystems and helps streamline the development approval process.

- Impact Assessment and Mitigation Phase is generally carried out after the preliminary layout plan and outlines the impact, if any, of the development footprint on sensitive ecosystems and recommends mitigation measures to minimize or cause no impact.

Development within Low ESA index will require an Environmental Assessment (EA), carried out by a registered professional biologist (RPBio), as defined in the College of Applied Biology Act and in accordance with the Penticton's approved terms of reference (TOR).

The intention of the EA is to assess both the biological and physical conditions of a site at an appropriate scale (minimum 1:500 and maximum 1:5,000) to confirm the low environmental sensitivity of the area and verify that the area does not contain important habitat values for wildlife.

Habitat Compensation and Enhancement Plan for Very High, High and Moderate ESA Areas

Only when residual, permanent loss of habitat is unavoidable, acceptable and compensable and after it proves impossible or impractical to maintain the same level of ecological function, will compensation be considered. Any compensation will promote a not net loss to the habitat (typically a 3:1 replacement of equivalent functioning habitat) within high ESA areas. A detailed Habitat Compensation and Enhancement Plan may be required to mitigate against residual impacts of the development. This plan should be a recommendation of the RPBio in the EA.

Where it has been demonstrated that avoidance of High ESA areas is not possible, a habitat balance sheet shall be provided.

13.1.2 Very High ESA Index

The Very High ESA Index is the highest level of protection. The purpose of the assigned protection is to preserve, protect, maintain, and restore the natural, physical, and ecological characteristics of an area by avoiding and restricting development.

Regarding ESA 1 (High), the City of Penticton (2002) maintains:

"These lands include locally and provincially significant ecosystems, extremely rare and/or of critical importance to rare wildlife species. These areas may also represent a diverse range of habitats and contribute significantly to the overall connectivity of the habitat and ecosystems. Avoidance and conservation of ESA-1 designations is the primary objective. If development is required and justified within these areas, mitigation to reduce or eliminate environmental impact shall be required if permanent loss of habitat is unavoidable, compensation will be considered. Compensation should promote a not net loss to habitat, and be used only after it proves impossible or impractical to maintain the same level of ecological function."

Sites which have been assessed as Very High ESA Value are considered the highest priority for protection of ecosystem function and values and should be left undisturbed. Avoidance and conservation of Very High ESA designations should be the primary objective. Allowable development within the identified polygons is limited to "accessory structures and uses" (i.e., trails, informative signage, benches, tables, and litter bins). Further a 30m buffer around all riparian high water marks is recommended.

Evaluation of the applicability of these sites should consider a number of factors, including size, uniqueness, connectivity, habitat potential, existing land use or disturbance level and surrounding land use. Further ecological assessment may be required of specific areas to establish boundaries. The provided prescriptive guidelines are designed to best protect ecological resources.

1. Design Phase Prescriptions

    - Preserve unique natural characteristics such as rock outcrops, talus slopes, watercourses, wildlife trees, wetlands, and other features.

- Avoid where possible any disturbance of any native vegetation in the "non-disturbance" area, which is typically beyond the development footprint.
- Establish core conservation areas and wildlife corridors.
- Protect sensitive and At Risk wildlife species and critical habitats.
- Maintain connectivity with critical habitat on both Project lands and adjacent lands (i.e. escape terrain for bighorn sheep).
- Employ wildlife crossings and exclusion fencing to reduce impacts where required.
- Reduce development profile and maintain ridgeline views by minimizing grading works.
- Plant vegetation buffers to reduce sight lines and sound volumes.
- Ensure that manufactured slopes blend well with existing slope conditions.
- Locate development in areas with natural slopes of less than 30%, and preserve open space in areas with natural slopes of 30% or more.
- Reduce fragmentation and align roads along natural site contours where possible.
- Reduce pavement and right-of-way widths where service levels can be maintained.
- Employ Rapid Infiltration Basins where required.
- Develop educational and interpretive signing to minimize recreational user impacts.

2. Construction Phase Prescriptions

- Inform construction crew as to the presence of sensitive species and habitats.
- Provide construction crew with MOE and QEP contact information.
- Encourage "stepping" of building foundations to reduce site grading requirements.
- Maintain existing drainage without directly introducing runoff into receiving waters.
- Where possible, set buildings into the hillside and integrate natural slope conditions.
- Avoid unbroken expanses of wall.
- Develop a spill response plan.
- Avoid refueling within 100 m of all watercourses.
- Employ weed control and waste management practices.

- Respect avian work windows.
- Employ an Environmental Monitor to document compliance during Project works.

13.1.3 High ESA Index

The High ESA Index is the second level of protection afforded environmental guidelines. The purpose of the assigned protection is to preserve, protect, maintain and restore the natural, physical, and ecological characteristics of an area. It contains physical features, plants, animals and habitat characteristic which contribute toward the overall diversity and contiguous nature of the surrounding natural features. These may also include areas used to buffer ecological functions of Very High ecosystems. A large number of polygons (64%) within Project lands are considered High ESA to recognize or protect environmental features. The High ESA designation is intended to achieve land use objectives while promoting the protection of ecological resources.

1. Design Phase Prescriptions

- Preserve unique natural characteristics such as rock outcrops, talus slopes, watercourses, wildlife trees, wetland habitat, and other features.
- Establish core conservation areas and corridors.
- Protect sensitive and At Risk wildlife species and critical habitats.
- Maintain connectivity with critical habitat on both Project lands and adjacent lands (i.e. escape terrain for bighorn sheep).
- Employ wildlife crossings and exclusion fencing to reduce impacts where required.
- Reduce development profile and maintain ridgeline views by minimizing grading works.
- Plant vegetation buffers to reduce sight lines and sound volumes.
- Ensure that manufactured slopes blend well with existing slope conditions.
- Locate development in areas with natural slopes of less than 30%, and preserve open space in areas with natural slopes of 30% or more.
- Reduce fragmentation and align roads along natural site contours where possible.
- Aim for retention targets of 75% on Polygon 32.
- Carefully consider the occurrence of night snake including habitat protection and habitat connectivity for development planning for Polygon 65.
- Employ Rapid Infiltration Basins where required.
- Develop educational and interpretive signing to minimize recreational user impacts.

2. Construction Phase Prescriptions

- Inform construction crew as to the presence of sensitive species and habitats.
- Provide construction crew with MOE and QEP contact information.
- Retain materials that reflect natural qualities (e.g. colours, and textures).
- Reduce pavement and right-of-way widths where service levels can be maintained.
- Encourage "stepping" of building foundations to reduce site grading requirements.
- Where possible, set buildings into the hillside and integrate natural slope conditions.
- Maintain existing drainage without directly introducing runoff into receiving waters.
- Avoid unbroken expanses of wall.
- Develop a spill response plan.
- Avoid refueling within 100 m of all watercourses.
- Employ weed control and waste management practices.
- Respect avian work windows.
- Employ an Environmental Monitor to document compliance during Project works.

13.1.4 Moderate ESA Index

The moderate ESA contains important features or remnant stands/sites with ecological value. The purpose of the assigned protection is to preserve, protect, maintain and restore the natural, physical and ecological characteristics of an area while promoting well planned development.

Regarding ESA 2 (Moderate), the City of Penticton maintains:

"These lands include locally or provincially significant ecosystems, uncommon and important to rare wildlife species. In general, it is preferable to avoid development in ESA-2 areas. Where development is pursued, portions of the habitat must be retained and integrated to maintain the contiguous nature of the landscape. Any area given this rank is of only slightly lower priority for preservation than ESA-1 areas. Therefore, clear rationale and criteria for distinction between High and Moderate values shall be provided. Some degree of development may be considered as long as this does not have any potential

impact on High ESA's on Project lands. Some loss to these ESAs can be offset by habitat improvements to the remaining natural areas found on the property."

1. Design Phase Prescriptions

    - Maintain connectivity with critical habitat on both Project lands and adjacent lands (i.e. escape terrain for bighorn sheep).
    - Reduce development profile and maintain ridgeline views by minimizing grading works.
    - Plant vegetation buffers to reduce sight lines and sound volumes.
    - Ensure that manufactured slopes blend well with existing slope conditions.
    - Locate development in areas with natural slopes of less than 30%, and preserve open space in areas with natural slopes of 30% or more.
    - Reduce fragmentation and align roads along natural site contours where possible.
    - Employ Rapid Infiltration Basins where required.

2. Construction Phase Prescriptions

    - Inform construction crew as to the presence of sensitive species and habitats.
    - Provide construction crew with MOE and QEP contact information.
    - Align roads along natural site contours where possible.
    - Reduce pavement and right-of-way widths where service levels can be maintained.
    - Develop a spill response plan.
    - Avoid refueling within 100 m of all watercourses.
    - Employ weed control and waste management practices.
    - Respect avian work windows.
    - Employ an Environmental Monitor to document compliance during Project works.

13.1.5 Low ESA Index

The purpose of Low ESA Index is to manage development and plan accordingly, by focusing around those sites before considering developing higher rated sites of the area.

Regarding ESA 3 (Low), the City of Penticton maintains:

"These lands include ecosystems that may have low to moderate conservation values because of importance to wildlife (e.g. disturbed or fragmented ecosystems or habitat features). These areas may contribute to the diversity to the landscape, although based on the condition and adjacency of each habitat the significant function within the landscape is limited. Lands rated low to moderate can generally accommodate development more so than other ESA categories."

Development within Low ESA index may require an Environmental Assessment (EA) carried out by a registered professional biologist (RPBio), as defined in the College of Applied Biology Act and in accordance with the Penticton's approved terms of reference (TOR).

1. Design Phase Prescriptions

    - Reduce development profile and maintain ridgeline views by minimizing grading works.
    - Plant vegetation buffers to reduce sight lines and sound volumes.
    - Ensure that manufactured slopes blend well with existing slope conditions.
    - Locate development in areas with natural slopes of less than 30%, and preserve open space in areas with natural slopes of 30% or more.
    - Reduce fragmentation and align roads along natural site contours where possible.
    - Employ Rapid Infiltration Basins where required.

2. Construction Phase Prescriptions

    - Inform construction crew as to the presence of sensitive species and habitats.
    - Provide construction crew with MOE and QEP contact information.
    - Align roads along natural site contours where possible.

- Reduce pavement and right-of-way widths where service levels can be maintained.
- Develop a spill response plan.
- Avoid refueling within 100 m of all watercourses.
- Employ weed control and waste management practices.
- Respect avian work windows.
- Employ an Environmental Monitor to document compliance during Project works.

13.1.6 Bonding and Environmental Monitoring

i.) The City may require security in accordance with Section 925 of the Local Government Act to pay for remediation if:

a) a condition in a permit respecting landscaping has not been satisfied;
b) an unsafe condition has resulted as a consequence of contravention of a condition in a permit; or
c) damage to the natural environment has resulted as a consequence of a contravention of a condition in a permit.

ii.) Where the City requires bonding as a condition of the development permit approval, the applicant must provide a bond for up to a value of 125% of the estimated cost of any remediation works, as prepared by a QEP.

iii.) The City may require monitoring reports prepared by a QEP, during construction, and up to two years after construction, the purpose of which are to confirm the required conditions of the development permit have been met.

iv.) The bond shall remain in effect until the City has been notified, in writing, by a QEP that the conditions of the development permit have been met. However, to confirm that the remedial works, such as successful plant establishment, have been completed, the City will withhold 10% of the bond for two years.

13.1.7 South Block Mitigation Strategies

In addition to the guidelines in this Section of the Area Plan, the Mitigation Strategies, from the 2018 Ecora Environmental Assessment are included as follows:

Snakes

According to Table 4.1 in Develop with Care (2014), the recommended buffer from snake hibernacula in natural settings is 150 m. This is reduced to 100 m in rural settings and 30 m in urban settings. A 150 m buffer is maintained around the north and east side of the den. However, at its closest, the proposed roadway passes within approximately 35 m of the den on the south side. This meets the recommended buffer for urban settings and would be consistent with the future landuse of the area. However, the proximity highlights the importance of implementation of mitigation measures for construction around the snake den and the installation of barrier fencing to prevent access to roadways and residential lots as well as wildlife crossings to facilitate migration through the Property.

- Suitable habitats and cover (e.g., fractured rock outcrops, talus, large woody debris, snags, herbaceous and shrub cover) must be retained. Most of the rock-dominated habitat deemed suitable for denning and basking occurs outside of the proposed development footprint, in association with the polygons supporting fractured rock and talus.
- If snakes are observed basking or moving through the Property, works must be halted or suspended until the snake has moved a safe distance away. The EM must be notified of any snake observations onsite.
- Contractors will be advised of the higher likelihood of encountering snakes in the southern portion of the Property, especially near rock-dominated polygons with potential to support known den locations.
- Standard details for barrier fencing were adapted from the South Okanagan-Similkameen Stewardship Program Snake Barrier Fencing Living in Nature Series document (2005). Fencing and road crossing structures at the Big Horn Estates development in OK Falls were used in the development of the concept plan and similar measures will be used for the proposed development.
- The fencing will be chain-link with a ¼" mesh (hardware cloth) fixed to the lower 2 feet of the fence and buried to a depth of 12". This will prevent snakes from moving through or under the fence and provide a simple yet durable barrier.
- Fencing must make use of existing topography and must not be installed in a manner that will result in erosion or failure of the fence. Rocks, soil, and other debris must not be allowed to pile up against the fence. Weeds and other debris will be removed from the area outside of the fencing to prevent pile-up

against the fence that might allow snakes to overtop the barrier.

- Escape funnels will be installed at no more than 50 m intervals along the bottom of the fence to allow snakes trapped within the development to pass through the fencing. The funnels are constructed so that movement is allowed in only one direction.
- Cover objects such as rocks, logs, or constructed features will be installed at regular intervals along the fence (but not against the fence) to provide shade and thermal cover for snakes and security from predators. Cover objects must be secured to the ground to prevent movement towards the fence.
- Crossings will be concrete box culverts with open tops that are covered with a cattle-guard or similar grate to allow light and ambient air into the culvert. The bottom of the culvert will be covered with an approximately 10 cm layer of ¼ inch minus or similar substrate. The overall depth of the culvert will be at 2 feet to prevent snakes from escaping the culvert onto the road surface above. Culverts will be at least 1 m in width.
- Routine maintenance should be completed for the fence and crossings to remove litter and debris and to conduct replacement and repairs, as needed to maintain the effectiveness of the fence as a barrier.

Birds

Although LEWO have not been observed within the Property to date, the mitigation measures below will ensure that CH features are maintained for potential LEWO breeding, as well as other sensitive cavity-nesting species, including other songbirds, raptors, owls, and small mammals such as bats.

- Construction works will be conducted within the least-risk window for breeding birds, described above and using the appropriate disturbance and noise buffers.
- The critical habitat mapped for Lewis's woodpecker is based on the presence of biophysical attributes including potential nesting sites and foraging areas, both of which are present within the Property. As such, the following mitigation measures must be implemented:
  - Conserve all suitable nesting trees, including standing dead or partially dead pine, fir, and cottonwood that are >30 cm diameter at breast height;
  - Conserve perching and foraging features, such as standing live or dead trees, grass and shrub layer understories, and fruit-bearing plants (e.g.,

Saskatoon, elderberry).

- Wildlife related BMPs and guidelines that should be followed during planning and construction include Best Management Practices for Bats in British Columbia (2016), Guidelines for Amphibian and Reptile Conservation during Urban and Rural Development in British Columbia (2014), and Guidelines for Raptor Conservation during Urban and Rural Land Development in British Columbia (2013), each of which is available at http://www.env.gov.bc.ca/wld/BMP/.

Aquatic Resources

The identified aquatic communities are generally being avoided by the proposed development layout. This includes the wetland near Crow Place, the entire length of the wetland and watercourse that conveys flows south past the development.

- Proposed works in or in the vicinity of surface waters (including wetlands and watercourses) within the Property will be subject to the provincial *Water Sustainability Act* (WSA) and the Riparian Areas Regulation (RAR). As such, additional assessment and/or permitting may be required at the time of individual lot development to ensure compliance with these provincial rules.

- The Riparian Assessment Area (RAA) is typically 30 m from the high water level of waterbodies and acts as a trigger for assessment prior to development. This 30 buffer overlaps some of the lots within the proposed development which may require further environmental review and designation of riparian setbacks consistent with the provincial Riparian Areas Regulation (RAR) at the individual lot level at the time of building permit application.

- Stormwater drainage for Phase 1 is proposed to discharge to the wetland at the north end of the Property. A provincial WSA Section 11 application will be required for this construction and will be submitted separately. Proposed stormwater outfalls will follow the guidelines and recommendations provided in the provincial standards and best practices for instream works, as they pertain to urban stormwater management.

- Future stormwater management is proposed to be discharged to a detention pond which will be naturalized to provide habitat value and to facilitate the infiltration of stormwater to ground.

Conservation /

In keeping with the ASP, the proposed development maintains between the protected areas to the south and east (within the Skaha Bluffs Provincial Park) and the northern

Wiltse parcel to the north. Movement corridors for snakes to and from the den sites must be maintained throughout construction and future development. The corridor is proposed with the following objectives:

- Maintaining connectivity to the adjacent Skaha Bluffs Provincial Park, covenant areas, and wildlife management areas, for a wildlife movement, migration, and dispersal. This includes the installation of crossings, culverts, and other features to allow wildlife to safely cross roads and private property.
- Ensuring conservation of all ESA 1 and majority of ESA 2 polygons within the Property, including the conservation of wildlife movement corridors and buffers to preserve important habitats. The maintenance of these areas will help achieve the connectivity recommendations from the ASP.
- Conserving the aquatic (wetland and riparian) communities along the ravine and gulley to provide movement corridors for snakes and other wildlife. This will also help maintain existing drainage patterns and moisture regimes.
- Conserving the cliff, bluff, and talus features for snake basking habitat and to support the mature coniferous woodland communities. These areas provide unique habitats for a variety of species including other reptiles, birds, and small mammals.

13.2

13.3 Hillside Hazard Development Permit Area

Guidelines

The Hillside Hazard Development Permit Area applies to all properties identified in Figure 20 (Hillside Hazard Development Permit Area). For all of these properties, Development Permits shall be issued in accordance with the following guidelines:

Site Planning and Development Guidelines

1. Preserve unique natural characteristics such as rock outcrops, watercourses, and ravines.

2. Maintain the views of ridgelines by minimizing grading works, planting screening vegetation, and/or designing buildings sensitively to ensure that development has a low profile on ridgelines.

3. Ensure that manufactured slopes blend well with existing slope conditions.

4. Generally locate development in areas with natural slopes of less than 30%, and preserve open space in areas with natural slopes of 30% or more.

5. Consider limited development in areas with natural slopes of more than 30%, under the following conditions: a geotechnical study demonstrates the feasibility of development; a site grading plan demonstrates that works will sensitively replicate the hillside environment; flat yards and large retaining features are avoids; pre-development slopes of less than 30% are predominant in the general area; and, visual impact assessment demonstrates the sensitive integration of development into the hillside.

6. On steeper sites, ensure that it is feasible to construct individual driveways with slopes of less than or equal to 20%.

7. Site parks to capitalize on scenic view opportunities.

8. Align roads along natural site contours where possible.

9. Consider increased cul-de-sac lengths where connectivity to the road network is not possible due to topographic conditions, provided that appropriate emergency access is constructed. Emergency vehicle access lanes shall generally have a minimum hard packed surface width of 4.5 metres. Emergency vehicle access lanes should generally be designed to achieve a maximum grade of 11%. In steeper areas the City may consider varying this requirement to allow stretches with grades of up to 15%.

10. Consider reduced pavement widths and right-of-way widths where service levels can be maintained, the reduced widths provide demonstrably less slope disturbance, and the reduced widths contribute to the overall neighbourhood character.

11. Consider reduced front yard setbacks as a means to alleviate the need for steep driveways. Along street frontages, a generally consistent front building line should be maintained.

12. Predominantly maintain yard areas in a natural slope condition, and avoid large cuts and fills to achieve flat yards.

13. Where retaining materials are necessary, use materials that evoke a sense of permanence and reflect natural qualities through the use of context-sensitive materials, colours, and textures.

14. Where possible, use systems of smaller, terraced retaining walls rather than single, large, uniform walls.

Building Form Guidelines

1. Encourage "stepping" of building foundations to reduce site grading and retaining requirements.
2. Where possible, set buildings into the hillside and integrate with natural slope conditions.
3. Avoid unbroken expanses of wall.
4. Encourage building articulation to reduce apparent mass.

Tree Protection

1. At the time of subdivision, a tree cover inventory should be carried out for the development area
2. Encourage the preservation of trees throughout the site to protect the natural environments, stabilize slopes and enhance the hillside character
3. Seek out opportunities to replace lost tree cover where possible, including in disturbed natural areas, along streets, in parks and open spaces and on residential properties

Submission Guidelines

In support of Hillside Development Permit Area applications, the following submissions will be required:

- Site Features Inventory Identifying:
  - Property lines, easements, rights-of-way;
  - Natural pre-development site contours;
  - Geotechnical assessment;
  - Existing human-made features such as roads, curbs, sidewalks, utilities, trails, buildings, structures, fences, and retaining walls;
  - Natural physical features including knolls, ridgelines, rock outcrops, watercourses, ravines, and cliffs;
  - Prominent views;
  - Identification of significant environmental attributes; and,
  - Potential hazards and hazard areas.

- Development Concept Plan Identifying:
  - Proposed site plan outlining the location of roads, shared driveways, lanes, major utility features (mains, pump stations, reservoirs, detention

ponds, etc.), lots, building envelopes, parks, trails;
- Grading concept plan including identification of large cut and fill areas, significant retaining feature locations and heights, and building envelopes; and,
- Identification of site features to be retained (from Site Features Inventory).

13.4 MFR and Commercial Development Permit Area

Guidelines

Within areas designated as Neighbourhood Centre on the Future Land Use Plan (Figure 13), and for all multi-family residential developments in the North Block of the Wiltse Area Structure Plan, Development Permits shall be issued in accordance with the following guidelines and as identified in Figure 21: Note that the South Block will be included in the City-wide MF DPA.

Parking and Access

1. Large surface parking facilities are discouraged.

2. Whenever possible, required off-street parking shall be provided under buildings or internally located, rather than being adjacent to street frontages.

3. Townhouse developments are encouraged to use rear lane access where possible.

Pedestrian Orientation and Focus

1. Development should be pedestrian oriented. Buildings containing commercial uses shall not be set back from front or flanking lot lines but should form an active street edge. Commercial buildings should also define a pedestrian oriented first floor with canopies, window and door trim, and varied building facades.

2. All commercial and multi-family residential buildings should front or appear to front onto adjacent roadways. This may be achieved through appropriate treatment of the building exteriors and through the provision of pedestrian entrance-ways and walkways to the street.

3. Developments shall give priority to pedestrian circulation and ensure that sidewalks and other pedestrian facilities are of ample width.

4. Efforts should be made to create informal and formal pedestrian gathering spaces that create interest for the pedestrian and contribute to community building and socializing.

Preservation of Views

1. Buildings and structures should be sited to ensure the protection of views, particularly from public gathering spaces.

Building Design

1. Large buildings should be designed in a way that creates the impression of smaller units and less bulk by using building jogs and irregular faces.

2. Building shape, roof lines, architectural features and exterior finish should be sufficiently varied to create interest and avoid a monotonous appearance.

3. Where townhouse units have attached garages or carports, the units should be wide enough to allow the creation of attractive entrances to the individual units between garages. The garage or carport should not dominate the dwelling unit.

4. For commercial buildings, outdoor areas, and street-side plazas are encouraged.

5. Front entrances should provide a focal point to buildings.

Landscaping and Signage

1. Landscape design plans prepared by a landscape professional will be required for all new multi-family and commercial developments.

2. Landscaped areas should include an underground irrigation system, which should be programmed to optimize water use efficiency.

3. Waste disposal bins and outdoor storage areas should be completely screened within an enclosure.

4. Free standing signage should be low, front lit or unlit, and provided with a landscape base.

5. The general character of signs should positively relate to the character of associated buildings.

14.0 Implementation

The following items address the main implementation measures for this Area Structure Plan. It is appreciated that since the development will be phased in accordance to market conditions, other implementation measures such as more detailed planning and design will be required over time.

14.1 Parks Dedication

The Area Structure Plan advocates a significant amount of designated park and open space use. Within this designation there will be various forms of "park" that warrant dedication. This will entail conservation lands, linear parks, community parks, neighbourhood parks, and other open space or undevelopable land. It may also include infrastructure such as stormwater management ponds, public amenity areas and public parking/squares and plazas.

14.2 Design Guidelines and Building Scheme

The policy direction for this Area Structure Plan calls for the use of Development Permit Areas to help control or manage many components of the development. Some of the most important aspects will entail design control of buildings/development of the residential, commercial (Neighbourhood Centre) and hillside development in general. Besides enforcement of zoning, the City will use Development Permit Area Guidelines in accordance with provisions of the Local Government Act. (See Section 14) Due to development on some of the sloped lands, it will also be prudent to use a self imposed "building scheme" to ensure that siting and building design does not compromise views form upslope single family residential. Building schemes may be used on a project by project basis (e.g. Strata developments) as well as by area where particular conditions may apply. (Note that the City may wish to use an overlay system to address building on steeper slopes.)

14.3 Phasing of Development

The phasing of development will normally proceed taking a number of factors into consideration. The Wiltse Area Structure Plan respects the following phasing concept:

- Road Access – Primary road connection to the municipal road network will be made via a new collector road running southward from the top end of Wiltse Boulevard. This road is expected to open up access to both single family and multiple family unit residential development opportunities at the north end of the North Block. Secondary (Emergency) access can be provided, at an interim standard, southward from the neighourhood centre area, connecting back to the municipal road network at the south end of the North Block.

- Water Supply – A new reservoir will be required to be constructed on the upper Wiltse property. Along with the reservoir, a supply trunk from the Carmi reservoir and a new booster station at Carmi will be required. This will allow immediate access to water for the entire north block.

- Sanitary Sewer – Sanitary sewer service to the site will be entirely by gravity sewer, connecting to the municipal system at four distinct locations. Downstream system improvements ultimately may be required as the development phases are constructed.

- Cross section of Market – Phasing in from the north end should allow for a combination of single family and multiple family residential units to be brought on the market at the earliest opportunity. Roads and services could extend into both land uses; amenities such as parks and detention ponds could be included in the initial phase of development. The initial phase is estimated at 50 to 100 units in say three to five stages of 20 units, depending on market demand.

- Grading – It is understood that grading of the portion of the north block will be required to accommodate development. This is an area where the natural topography has already been altered to some degree by gravel extraction, fill sites and roadways. Mass grading will likely occur in advance of any major development to avoid disturbance of new homes and residents. Roadways and any other public rights of way will be planned to permit interim traffic circulation and necessary services and utilities, including the main water line from the new reservoir.

- Other – The neighourhood centre that entails a small commercial area or mixed use residential/commercial building(s) should be comprehensively planned, along with the adjacent neighbourhood park space. Development may not occur in this location until market demand warrants.

14.4 Environmental Development Permit Area (DPA) and Monitoring

It is understood that some development is expected to occur in the vicinity of environmentally sensitive areas and wildlife/snake habitat. This implies that strict environmental DPA Guidelines will be required and proper monitoring is enforced during construction. The Environmental DPA Guidelines have been prepared by qualified environmental professionals and in accordance to recommended best management practices. The guidelines have been extracted from the report provided by the environmental consultant and best management practices of the Province of BC.

Wildfire Interface and Hillside Development

Wildfire Hazard Lands development policies are outlined in the City-wide Community Plan, including policies and map designations. The Community Plan requires a comprehensive process of forest fire hazard identification, hazard reduction and development guidelines through the subdivision and building permit approval processes.

Grading and Hillside Development policies outlined in the Area Plan will also be implemented through the subdivision application process.

14.5

14.6 Confirmation of School Site

School District #67 has expressed interest in a school site on the subject lands. Further discussion will be required to confirm the actual need and potential size and location.

14.7 Fire Department/Station Requirements

The City of Penticton Fire Department provides fire protection through Fire Hall #2 located approximately 2.7 km from the proposed entrance at Wiltse Boulevard. Most of the area is within a 10 minute response time to the development area. The response time to the upper reaches of the ASP area should be confirmed prior to rezoning and subdivision. Sprinklers for residential could be considered if response time is not adequate. A new fire station is not anticipated to accommodate development.

14.8 Development Process

As part of the first Rezoning Application /Subdivision received by the City in the NCP area, the developer will include an initial Cost of Growth Analysis as part of the application. The Cost of Growth Analysis will be a collaborative exercise between the developer and the City with the goal of informing Council and the community on how development will occur and the short and long term costs for the development.

The Cost of Growth Analysis will specifically address the following items:

- Financial analysis supporting how the proposed development and phasing will be funded.
- Proposed Developer and City contributions to the development.
- Capital cost review including electrical and fire services and impacts on the City's long term Capital Budgets.
- Operating cost review and impact analysis for providing annual services and maintenance to the new development area.
- Analysis as to the City payback over time for the growth with tax revenue generated from the development of this area.

APPENDIX A
Figures and Mapping

APPENDIX B

Biophysical Inventory and Environmental Sensitivity Analysis

APPENDIX C

Wildland Urban Interface Fire Hazard Assessment

APPENDIX D

Geotechnical Assessment of Lands

APPENDIX E

Transportation

APPENDIX F

Infrastructure Mapping

Water
Stormwater
Sanitary Sewer

Water

Stormwater

Sanitary Sewer

APPENDIX G

Correspondence from:

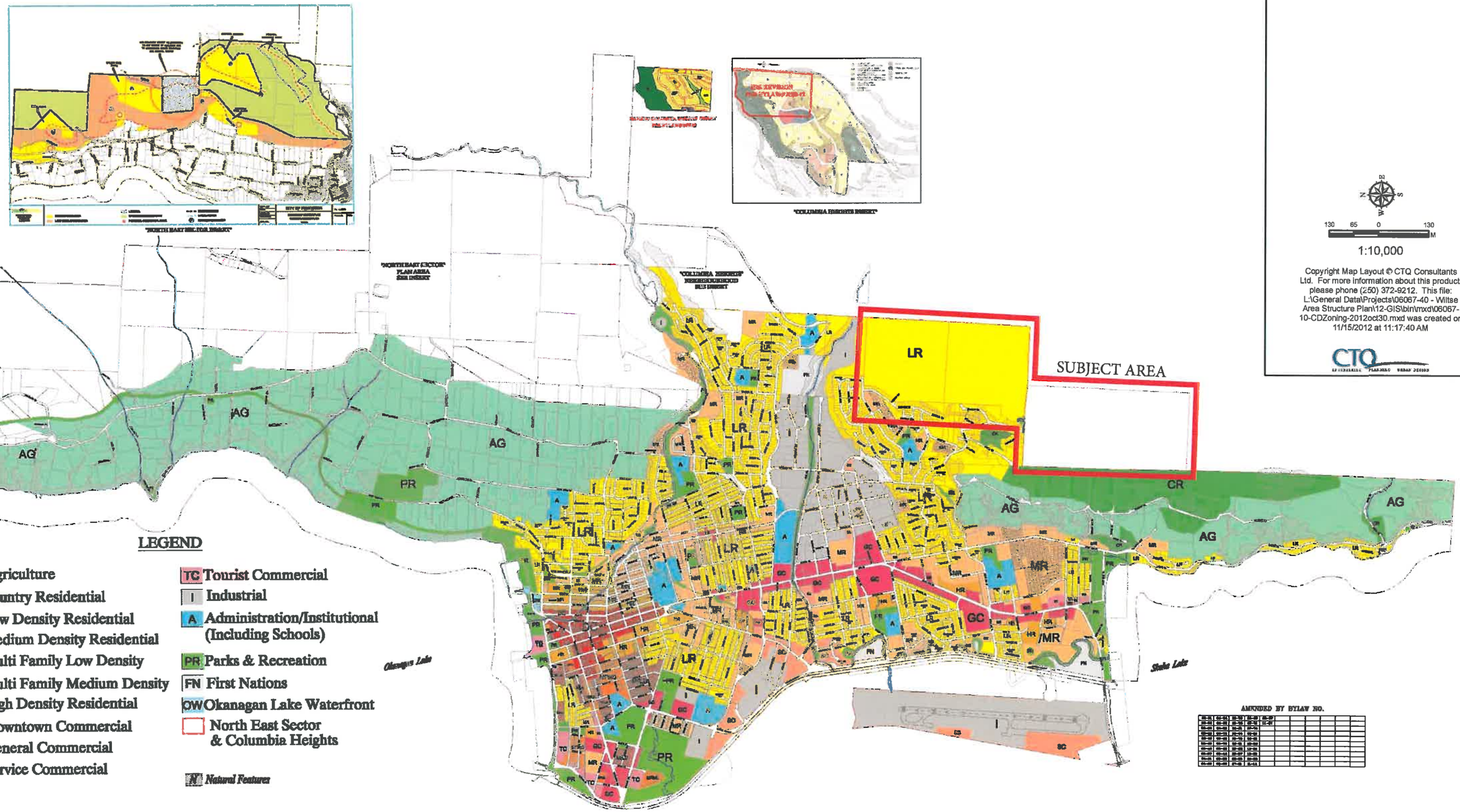
FortisBC
Calibre Geotechnical Engineering Ltd.
School District #67

FortisBC

Calibre Geotechnical Engineering Ltd.

School District #67

Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 1: Future Land Use Plan



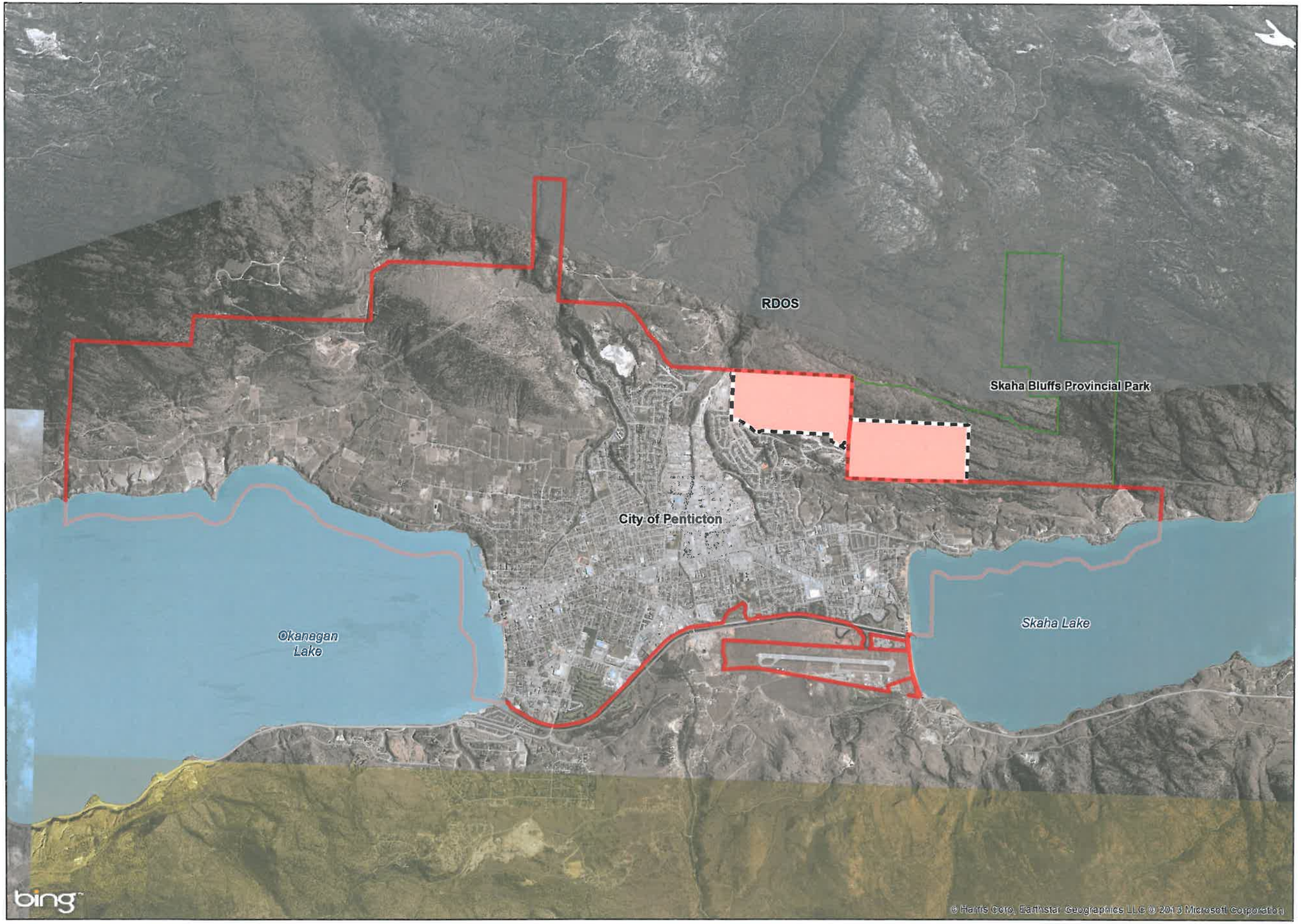
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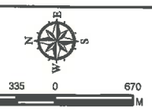
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 2: Area Context Map
06067-40

- City of Penticton
- Subject Boundary
- Skaha Bluffs Provincial Park
- Lakes





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CTQ ENGINEERING PLANNING GIS DESIGN



Wiltse Area Structure Plan
Wiltse Holdings Ltd.

Figure 3: Air Photo 06067-40

City of Penticton Boundary
Subject Boundary

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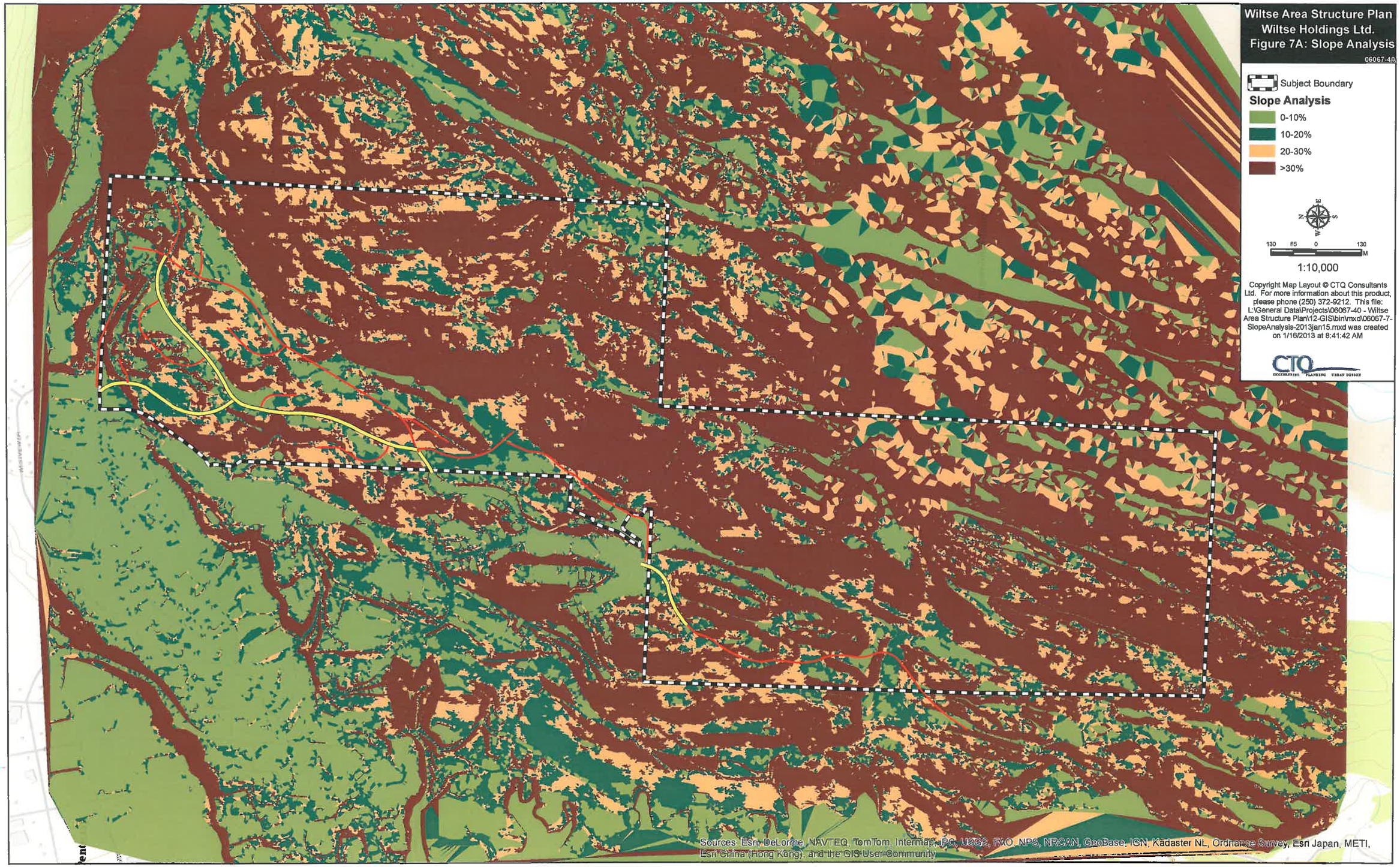
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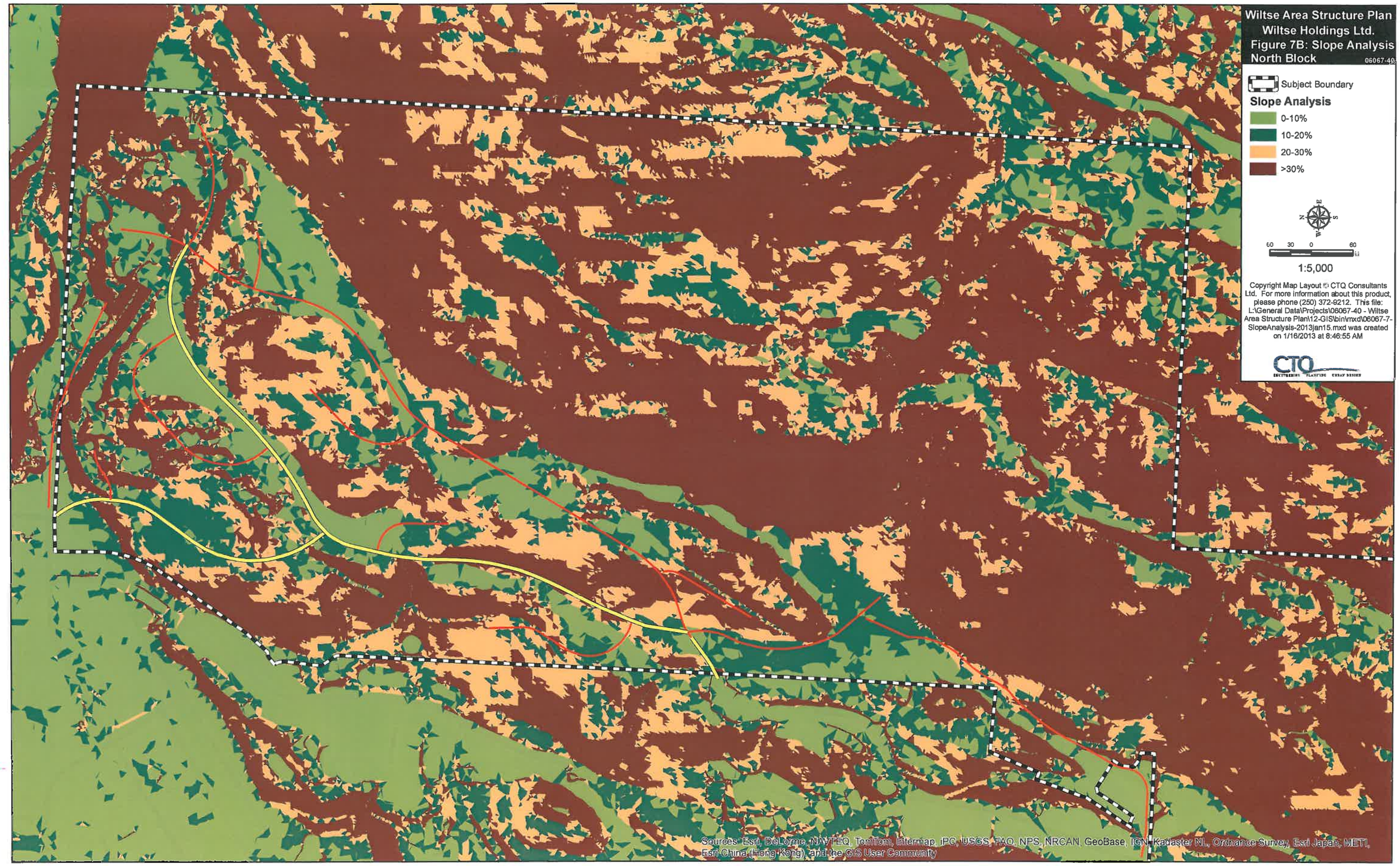
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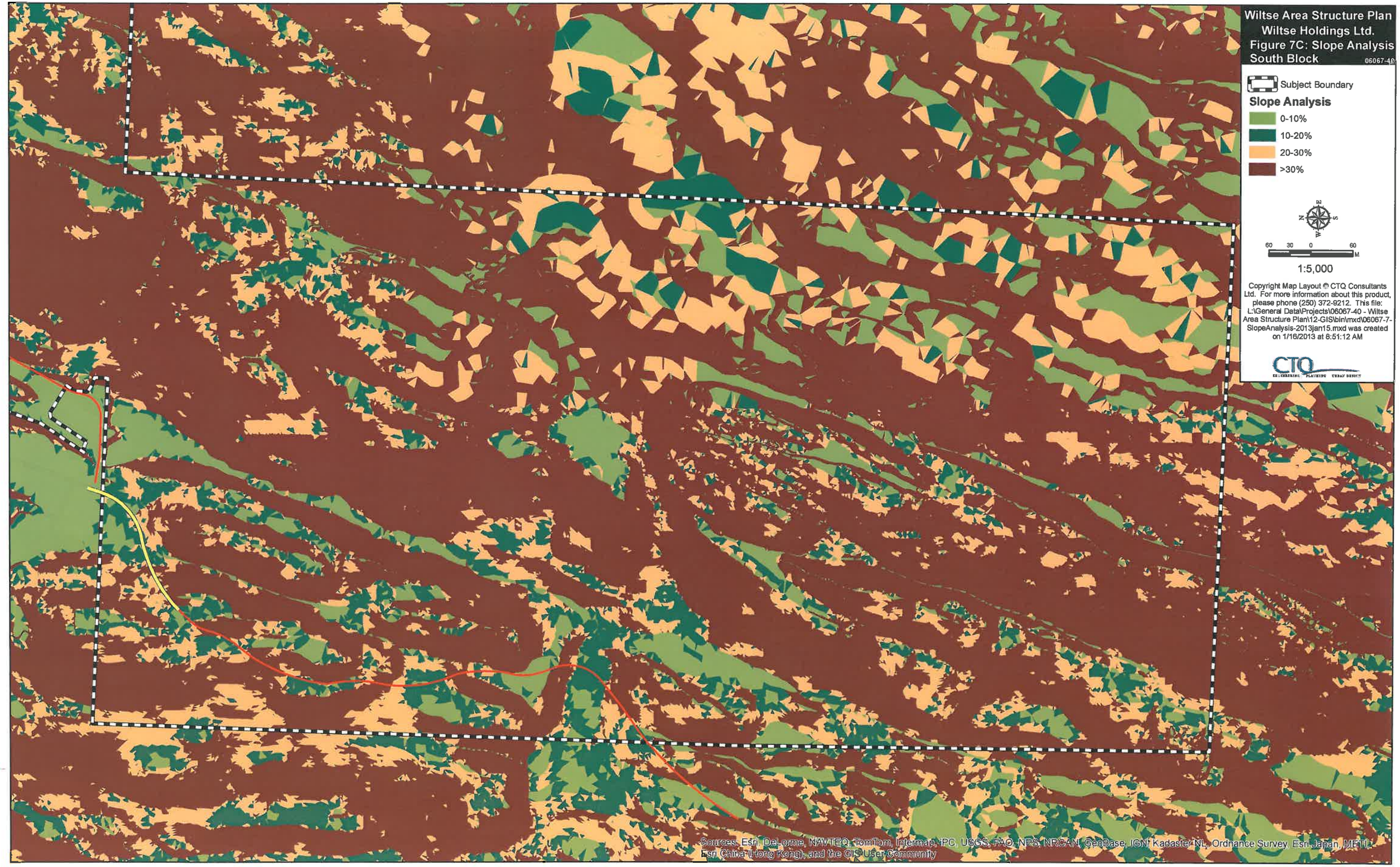

Crown Land
RDOS
Skaha Bluffs Provincial Park
Evergreen Residential Neighbourhood
Wiltse Elementary School
City of Penticton
Country Estate Lots
Fire Hall
bing
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 4: Adjacent Land Uses
06067-40
City of Penticton Boundary
Subject Boundary
Skaha Bluffs Provincial Park
N
E
S
W
130 65 0 130
M
1:10,000
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 5. Roads/Access
06067-40
Proposed Collector Roads
Proposed Local Roads
Existing Roads
Subject Boundary
130 65 0 130
M
1:10,000
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Local
Collector
Evergreen Dr
Partridge Dr
Wiltse Blvd
Valleyview Rd
bing
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 6: Topography
06067-40
Subject Boundary
Index Contours
Intermediate Contours
130 65 0 130
1:10,000
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CTQ
Rogers Pl
Evergreen Dr
Partridge Pl
Penrose Pl
Wiltse Blvd
Wiltse Dr
Wiltse Pl
Balsam Ave
Cedar Rd
strataroad
Dartmouth Rd
Dartmouth Dr
Aviamson Dr
Government St
E Warren Ave
Brentview Dr
Brentview Rd
Glacier Ave
Cedar Heights Rd
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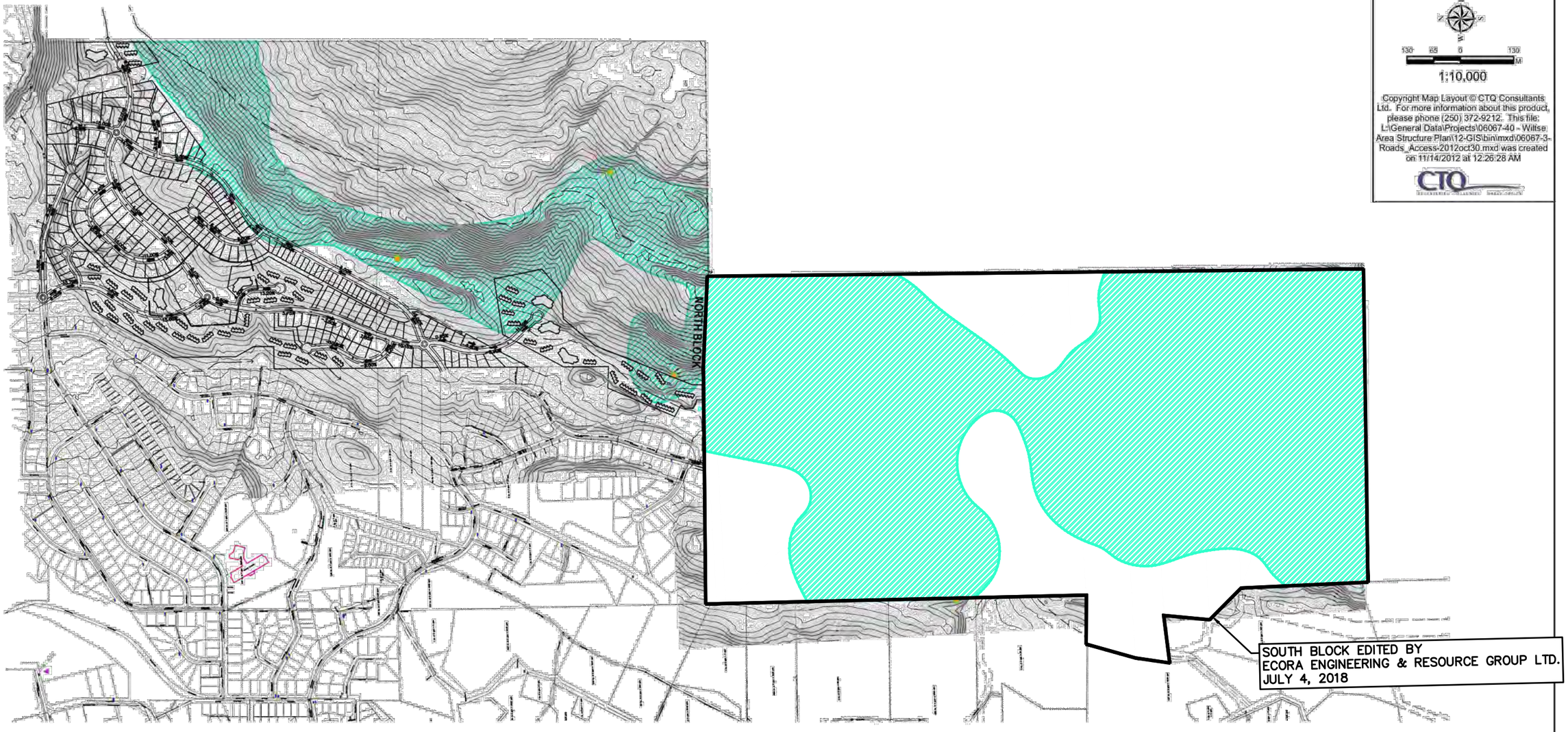

Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 7A: Slope Analysis
06067-40
Subject Boundary
Slope Analysis
0-10%
10-20%
20-30%
>30%
130 65 0 130
M
1:10,000
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Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, iPC, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community


Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 7B: Slope Analysis
North Block
06067-40
Subject Boundary
Slope Analysis
0-10%
10-20%
20-30%
>30%
N
E
S
W
60 30 0 60
1:5,000
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 7C: Slope Analysis
South Block
06067-40
Subject Boundary
Slope Analysis
0-10%
10-20%
20-30%
>30%
N
S
W
60 30 0 60
M
1:5,000
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Wiltse Area Structure Plan

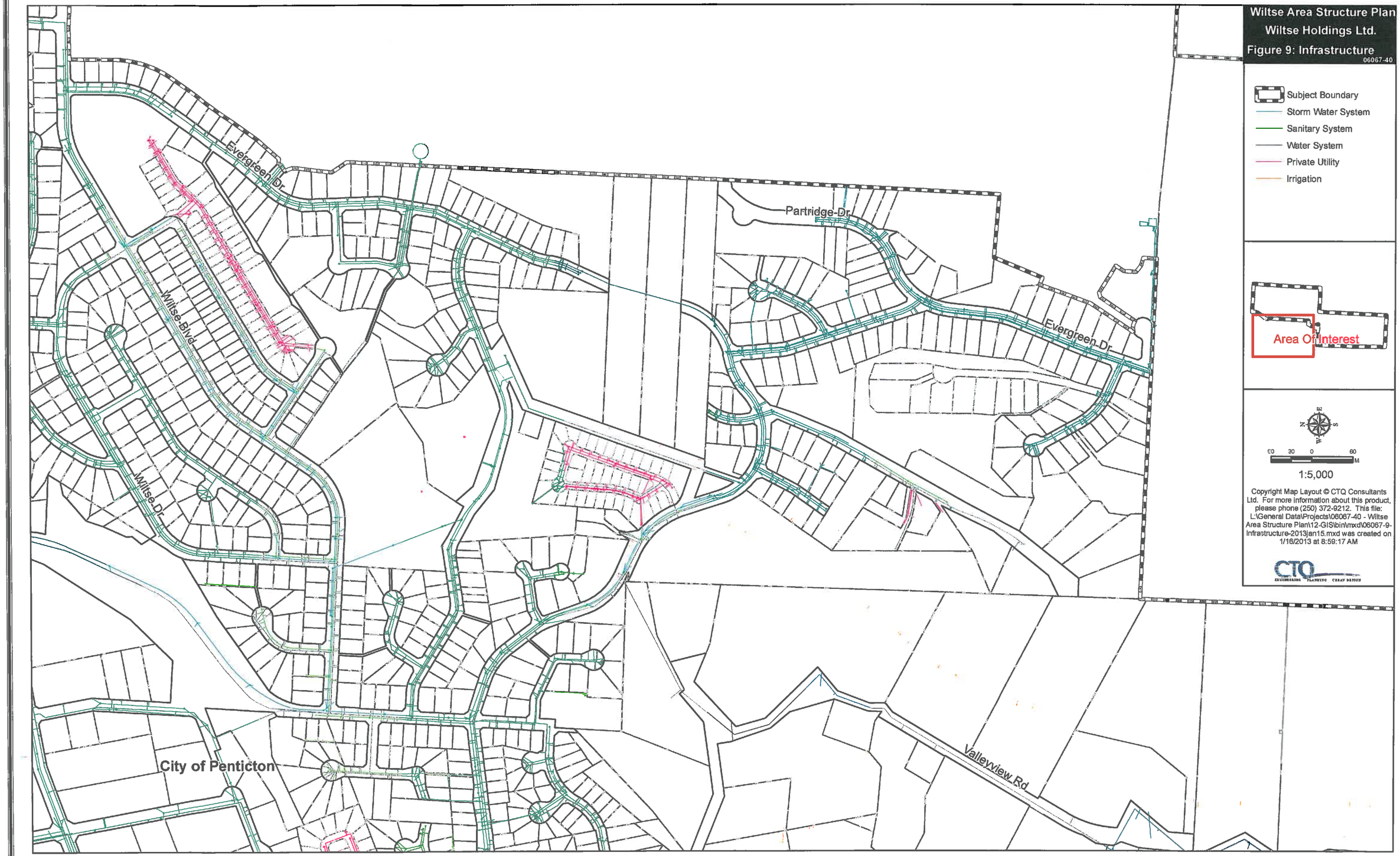
Wiltse Holdings Ltd.
Figure 8: Core Sensitive Areas and Connectivity



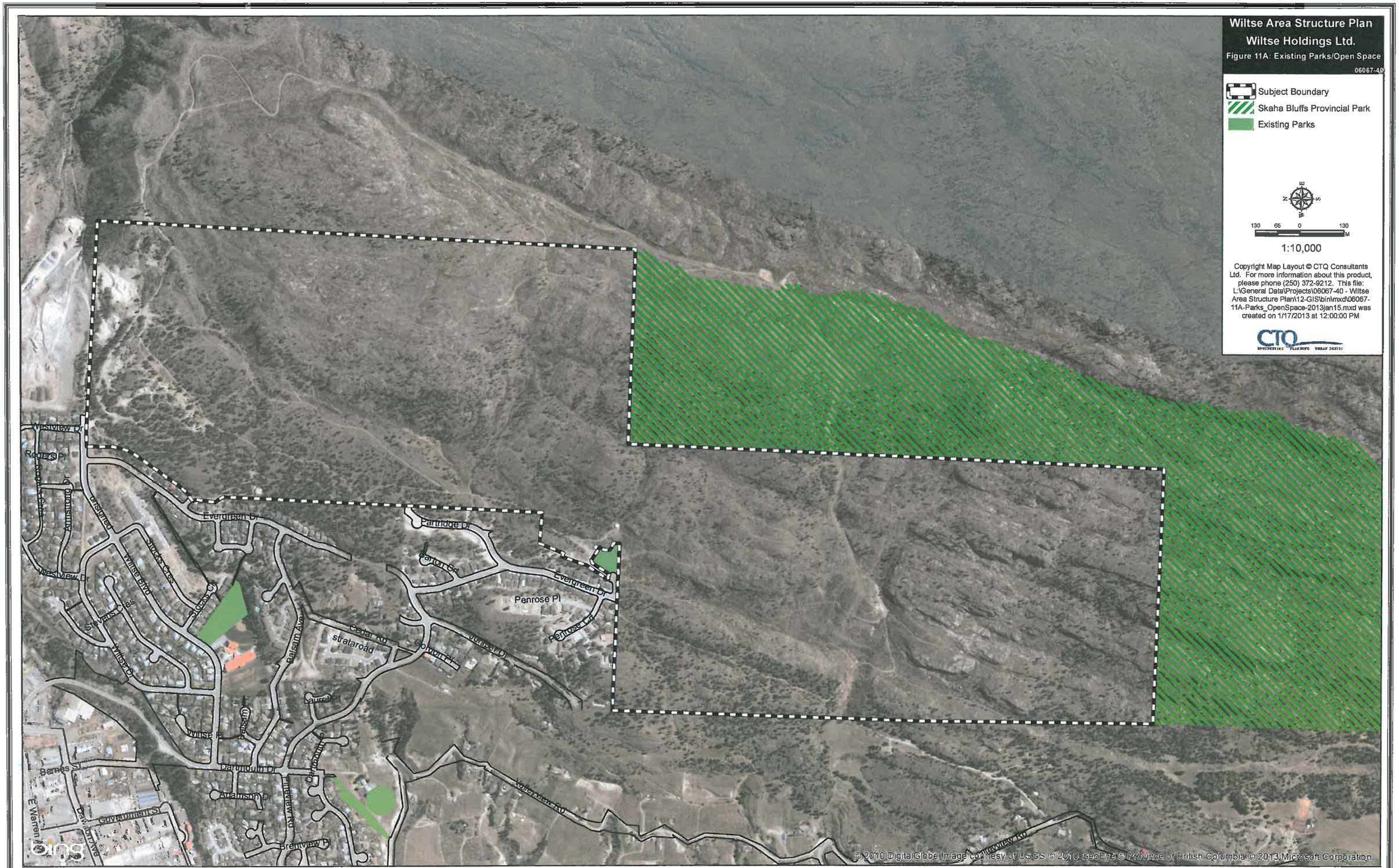
130 65 0 130
M

1:10,000

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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 9: Infrastructure
06067-40
Subject Boundary
Storm Water System
Sanitary System
Water System
Private Utility
Irrigation
Area Of Interest
N
E
S
W
60 30 0 60
M
1:5,000
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CTQ
ENGINEERING PLANNING URBAN DESIGN
Evergreen Dr
Partridge Dr
Evergreen Dr
Wiltse Blvd
Wiltse Dr
City of Penticton
Valleyview Rd


Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 10: Fortis Transmission Line
06067-40
Power Poles
Fortis Powerline
Subject Boundary
100m Contours
10m Contours
N
E
S
W
130 65 0 130
M
1:10,000
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bing
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 11A: Existing Parks/Open Space
06067-40
Subject Boundary
Skaha Bluffs Provincial Park
Existing Parks
N
E
S
W
130 65 0 130
M
1:10,000
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CTQ
Westview Dr
Rogers Pl
Armstrong Dr
Evergreen Dr
Partridge Dr
Wiltse Blvd
Stocks Cres
Penrose Pl
Cedar Rd
Strataroad
Balsam Ave
Laurel Pl
Wiltse Pl
Barnes St
Government St
Brewster Ave
Brentview Pl
Fairview Rd
Valleyview Rd
bing
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.

Figure 11B:Proposed Parks/Open Space
06067-40

- Subject Boundary
- Skaha Bluffs Provincial Park
- City of Penticton Parks
- Proposed Parks/Trails
- Conservation/Protected Areas

N E S W

130 65 0 130 M

1:10,000

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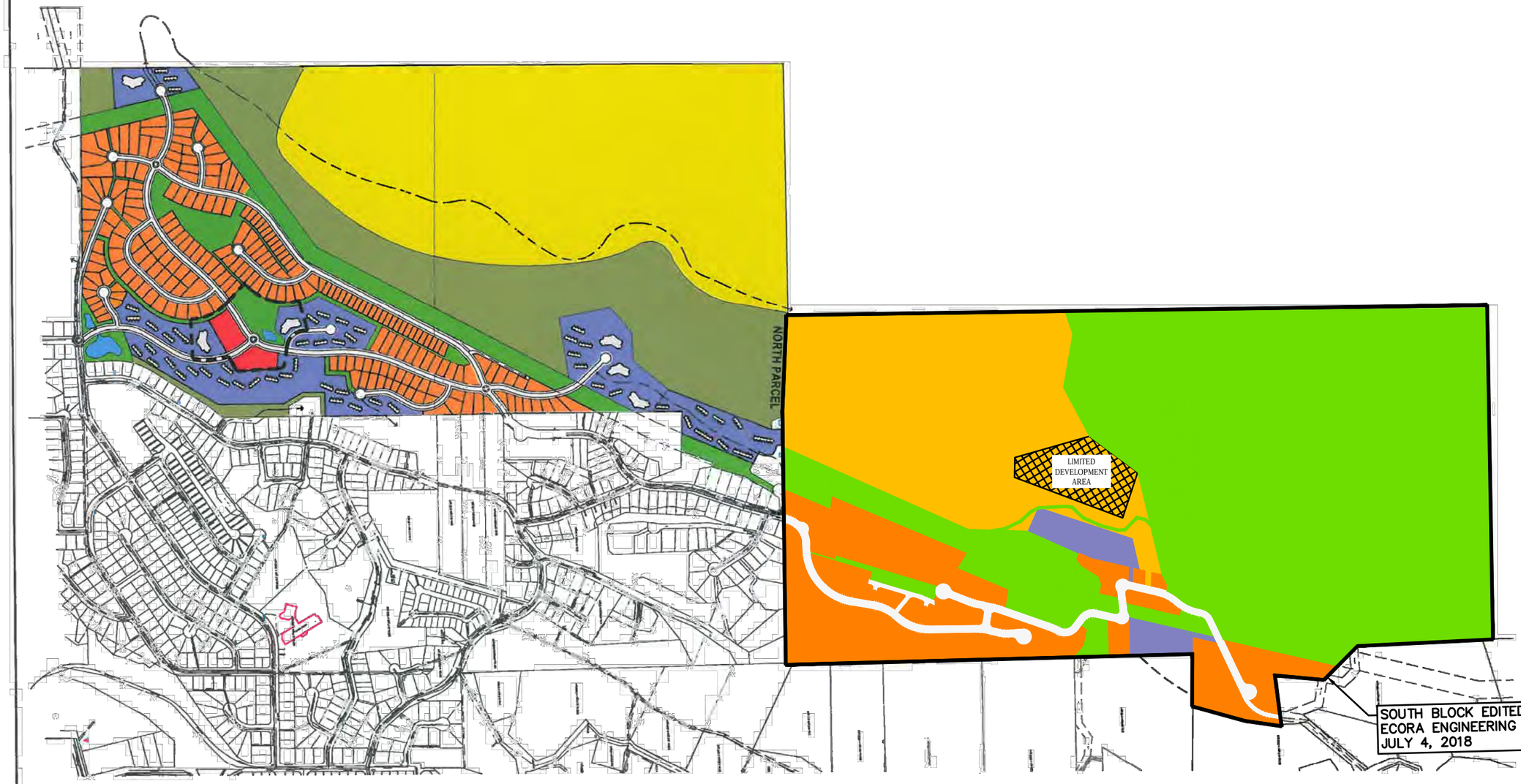
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EX. TRAILS

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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 12: Concept Plan



SINGLE FAMILY
SMALL LOT, STANDARD LOT, ESTATE LOT

MULTI FAMILY - SEE UNITS BELOW

4 / 6 UNIT TOWNHOME

30 UNIT CONDO / APARTMENT

FUTURE BENCH LANDS

COMMERCIAL

PARKS AND TRAILS

CONSERVATION /PROTECTED AREAS

NEIGHBOURHOOD CENTRE

FORESTRY GRAZING

130 65 0 130 M

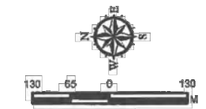
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 13: Land Use Designation

LAND USE DESIGNATION

- SINGLE FAMILY
- MULTI FAMILY
- FUTURE PLAN AREA
- COMMERCIAL
- PARK AND TRAILS
- CONSERVATION/PROTECTED AREAS
- NEIGHBOURHOOD CENTRE
- FORESTRY GRAZING



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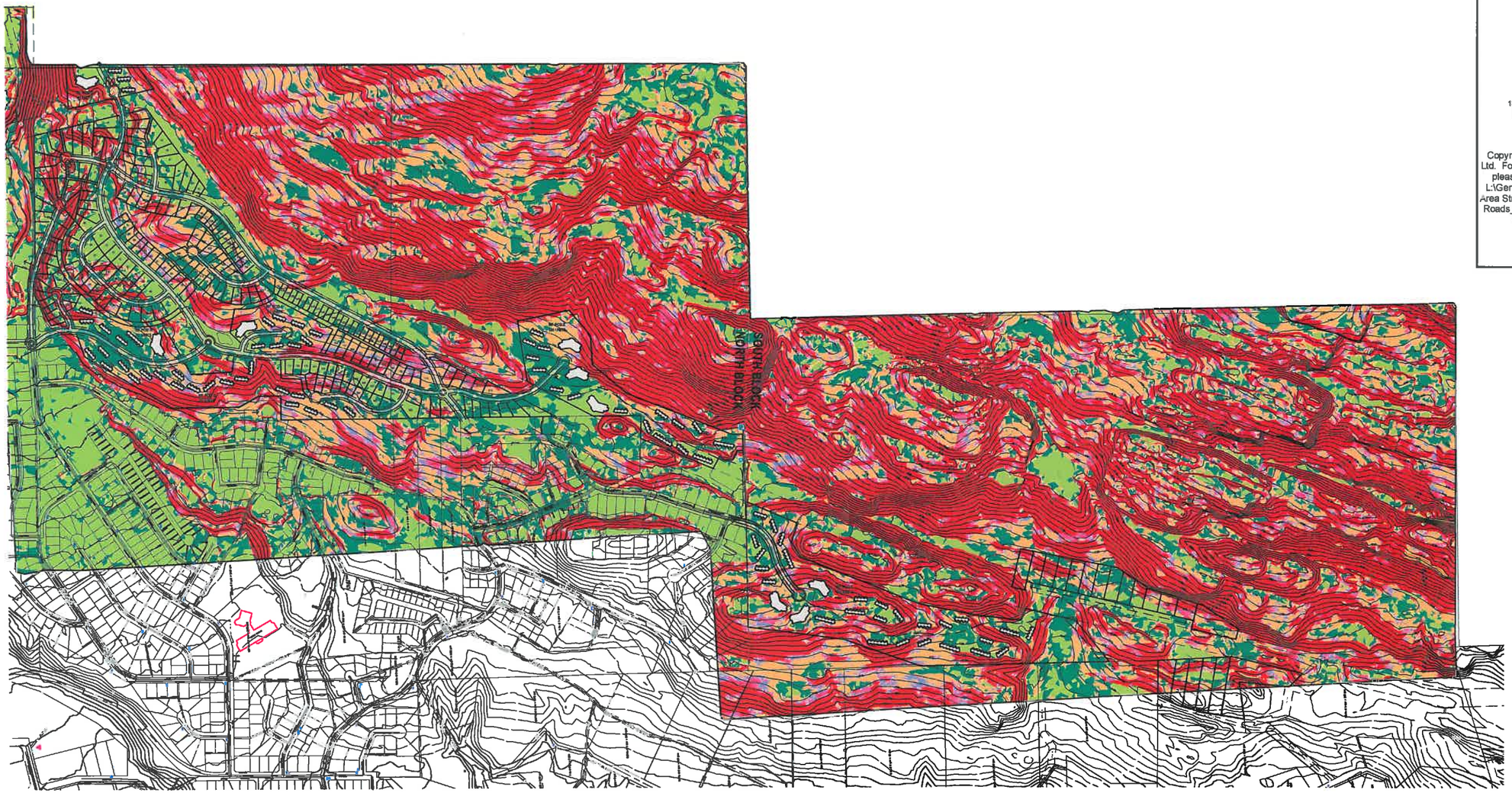
NORTH PARCEL

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Wiltse Area Structure Plan

Wiltse Holdings Ltd.

Figure 14:
Development Vs. Slope



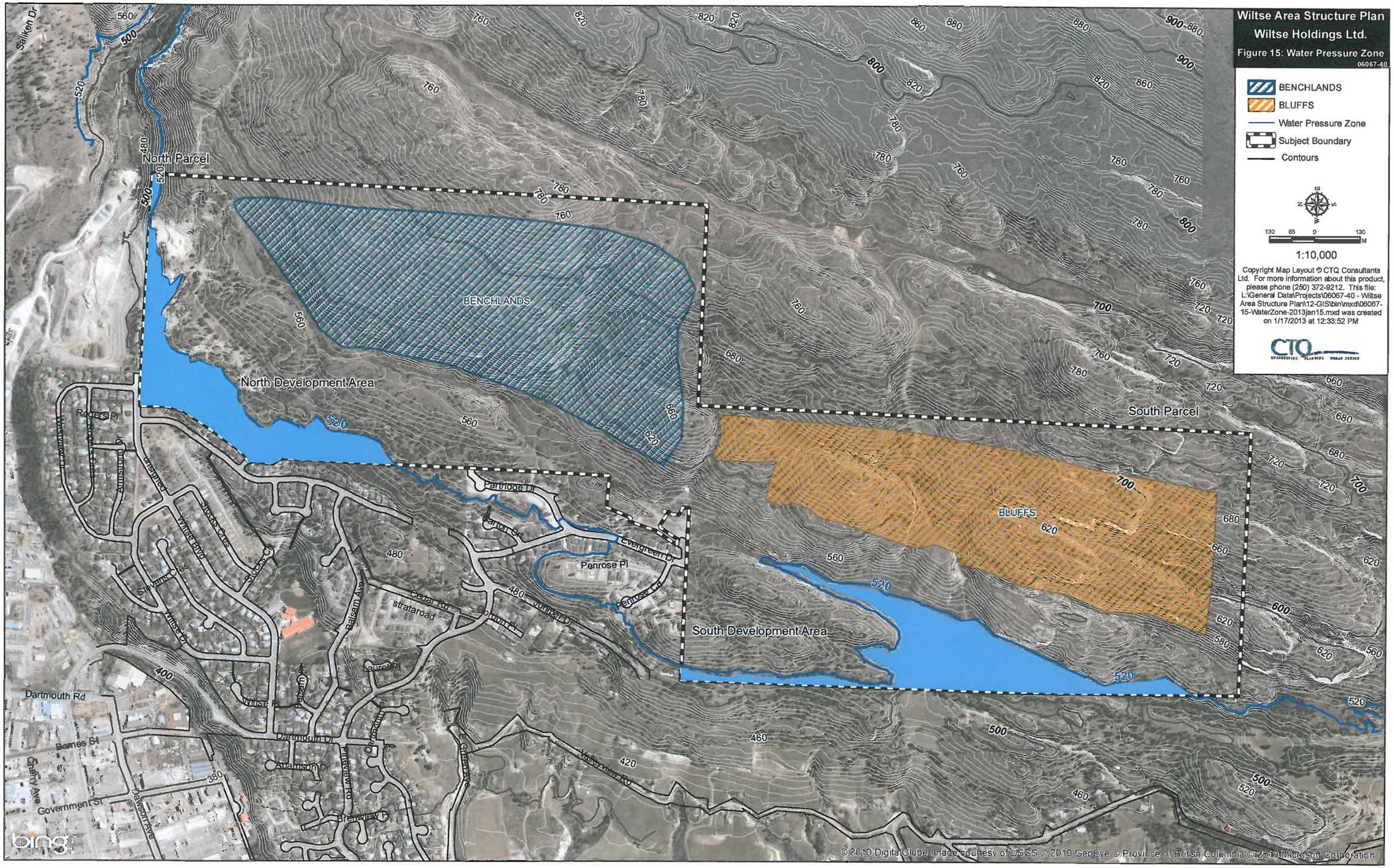
N W E S

130 65 0 130
M

1:10,000

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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 15: Water Pressure Zone
06067-40
BENCHLANDS
BLUFFS
Water Pressure Zone
Subject Boundary
Contours
130 65 0 130
M
1:10,000
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North Parcel
North Development Area
South Parcel
South Development Area
BENCHLANDS
BLUFFS
Saliken Dr
Rogers Pl
Wiltse Blvd
Swiss Cres
Stobbs Ct
Stevens Cres
Wiltse Pl
Balsam Ave
Cedar Rd
strataroad
Partridge Pl
Barton Crt
Penrose Pl
Evergreen Pl
Penrose Crt
Dartmouth Rd
Barnes St
Crafty Ave
Government St
Dawson Ave
Dartmouth Pl
Arbutus Pl
Arbutus Ct
Arbutus Dr
Arbutus Rd
Fairview Rd
Brent View Pl
Glenn Ave
Valleyview Rd
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Wiltse Area Structure Plan

Wiltse Holdings Ltd.
Figure 16: Proposed North Parcel Grading

PROPOSED 15% GRADING AREA

SECTION - SEE BELOW

Subject Boundary

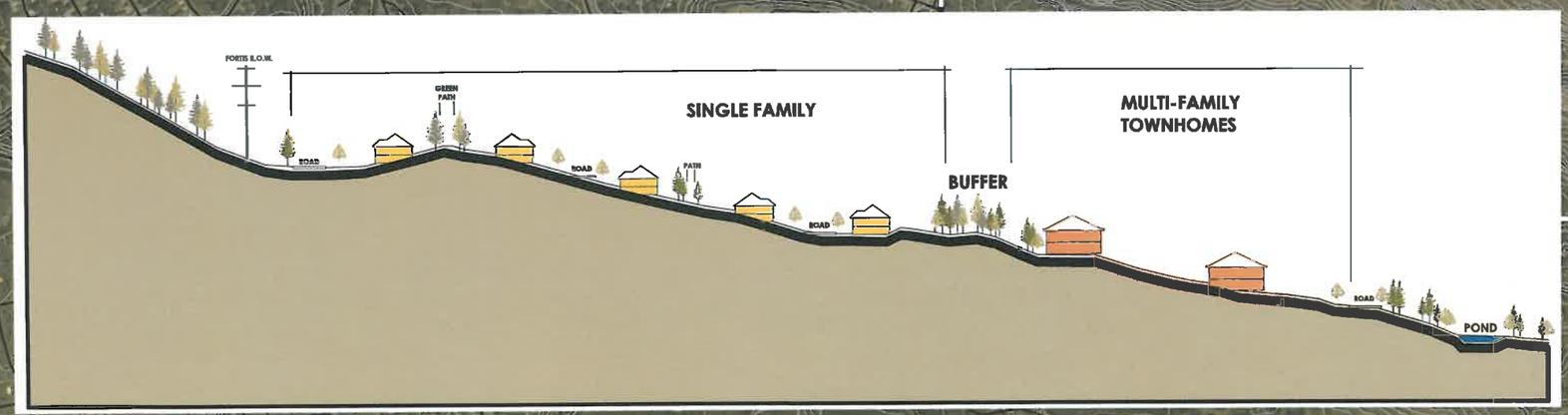
Index Contours

Intermediate Contours

130 65 0 130 M

1:10,000

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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Figure 17: CD Zoning Concept
06067-40

Zoning

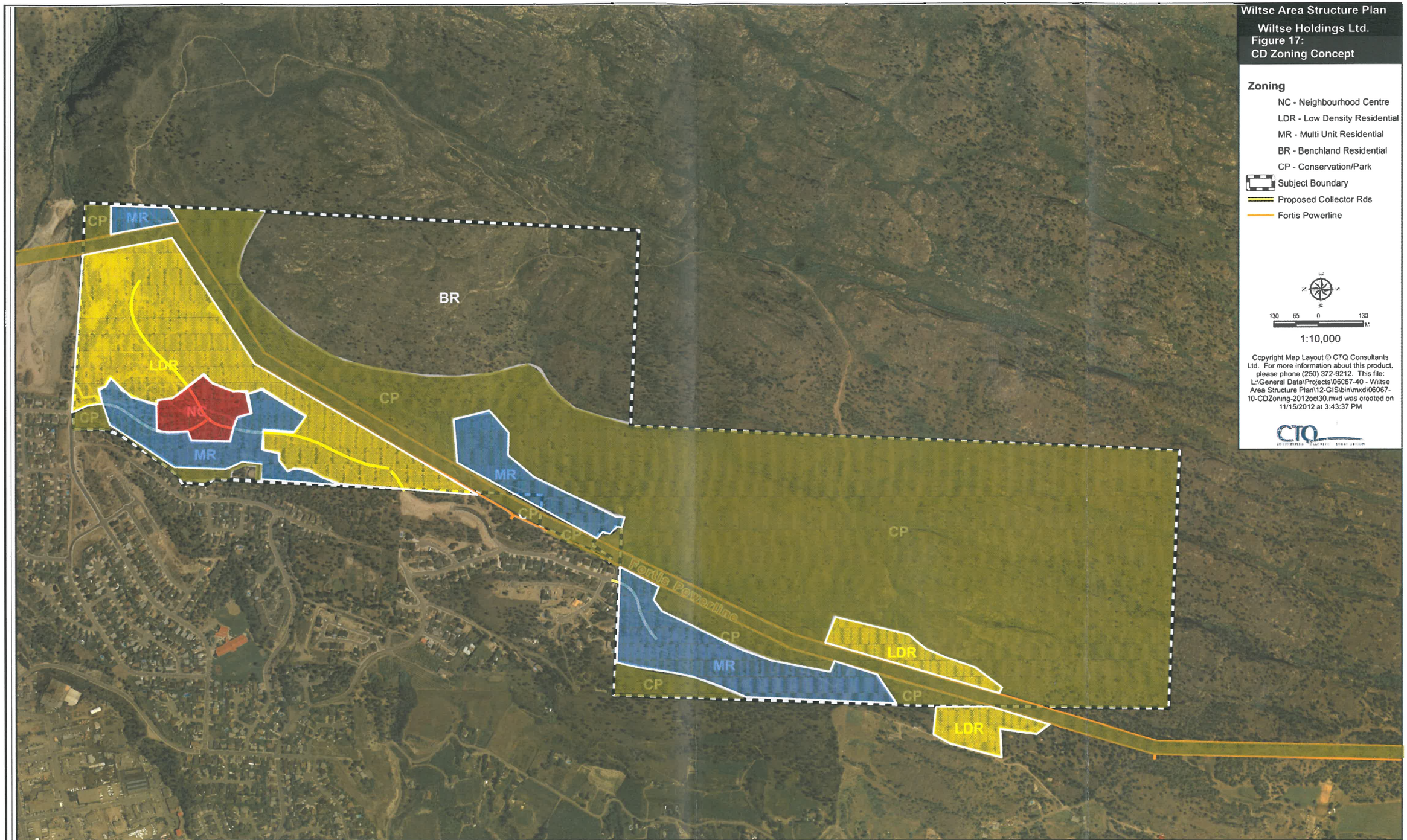
- NC - Neighbourhood Centre
- LDR - Low Density Residential
- MR - Multi Unit Residential
- BR - Benchland Residential
- CP - Conservation/Park
- Subject Boundary
- Proposed Collector Rds
- Fortis Powerline

N W E S

130 65 0 130 M

1:10,000

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Wiltse Area Structure Plan

Wiltse Holdings Ltd.
Figure 17:
CD Zoning Concept

Zoning

- NC - Neighbourhood Centre
- LDR - Low Density Residential
- MR - Multi Unit Residential
- BR - Benchland Residential
- CP - Conservation/Park
- Subject Boundary
- Proposed Collector Rds
- Fortis Powerline

130 65 0 130 M

1:10,000

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Note:
Roadways are conceptual only and for reference purposes.

Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Fig 18:Environmental Protection Development Permit Area

Subject Property Boundary

Environmental Sensitivity Area (ESA)
- Very High
- High
- Moderate
- Low

E
N
S
W

0 50 100 200 300
Meters
1:10000

Project No. 06067-40 - May 2014

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ENGINEERING PLANNING URBANDESIGN

DEVELOPMENT PERMIT AREA BOUNDARY (TYPICAL)

FORTIS POWER LINE R.O.W.

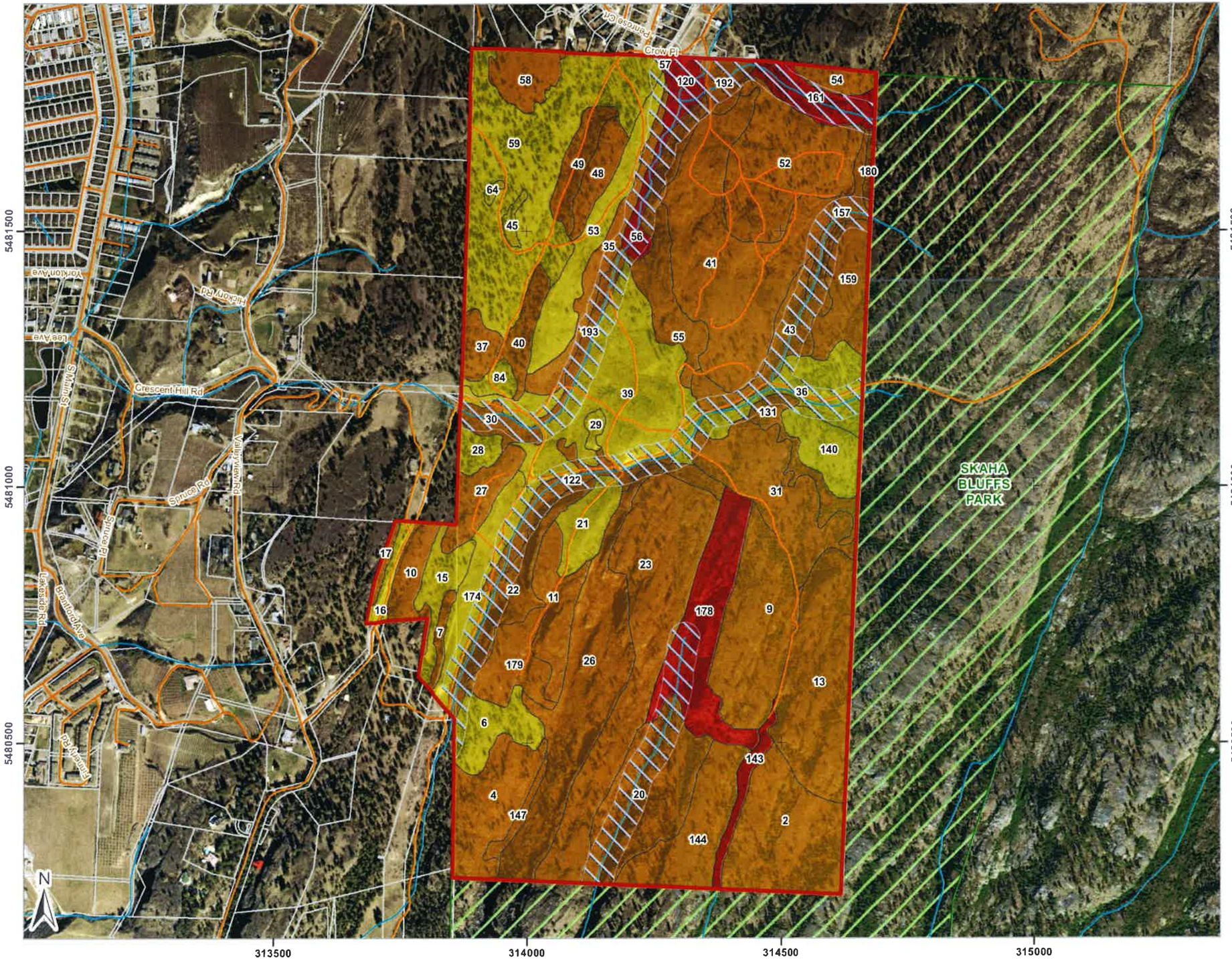
SEE FIGURE 18A

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ENVIRONMENTALLY SENSITIVE AREAS

ecora™



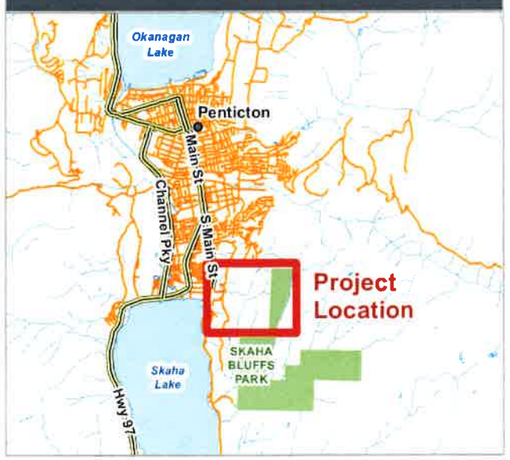
THE BLUFFS
PENTICTON, BC

Figure 18A

Legend

- ESA 1 - High
- ESA 2 - Moderate
- ESA 3 - Low
- ESA 4 - Not Sensitive
- Riparian Management Area (30m)
- Property Boundary
- Parks
- Roads & Trails
- Streams & Lakes
- City of Penticton Legal Parcels

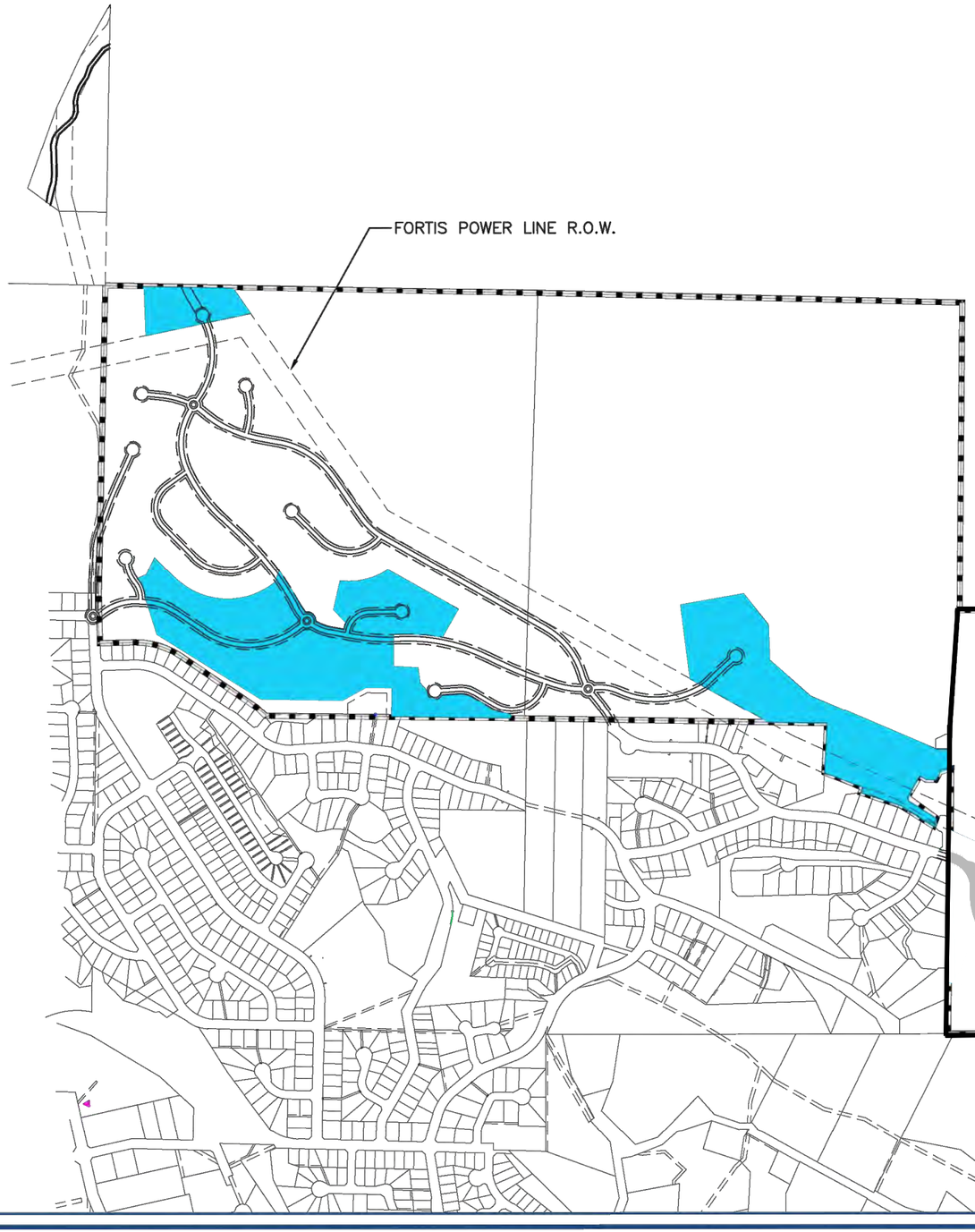
LOCATION MAP



1:7,500

0 100 200 300 400 500 Meters

Note:
Roadways are conceptual only and for reference purposes.



Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Fig21:Multi-Family Residential and Commercial Development Permit Area

Subject Property Boundary

Multi-Family Residential and Commercial Development Permit Area

N E S W

0 50 100 200 300
Meters
1:10000

Project No. 06067-40 - May 2014

CTQ ENGINEERING PLANNING URBANDESIGN

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Note:
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Wiltse Area Structure Plan
Wiltse Holdings Ltd.
Fig20:Hillside Hazard Development Permit Area

Subject Property Boundary

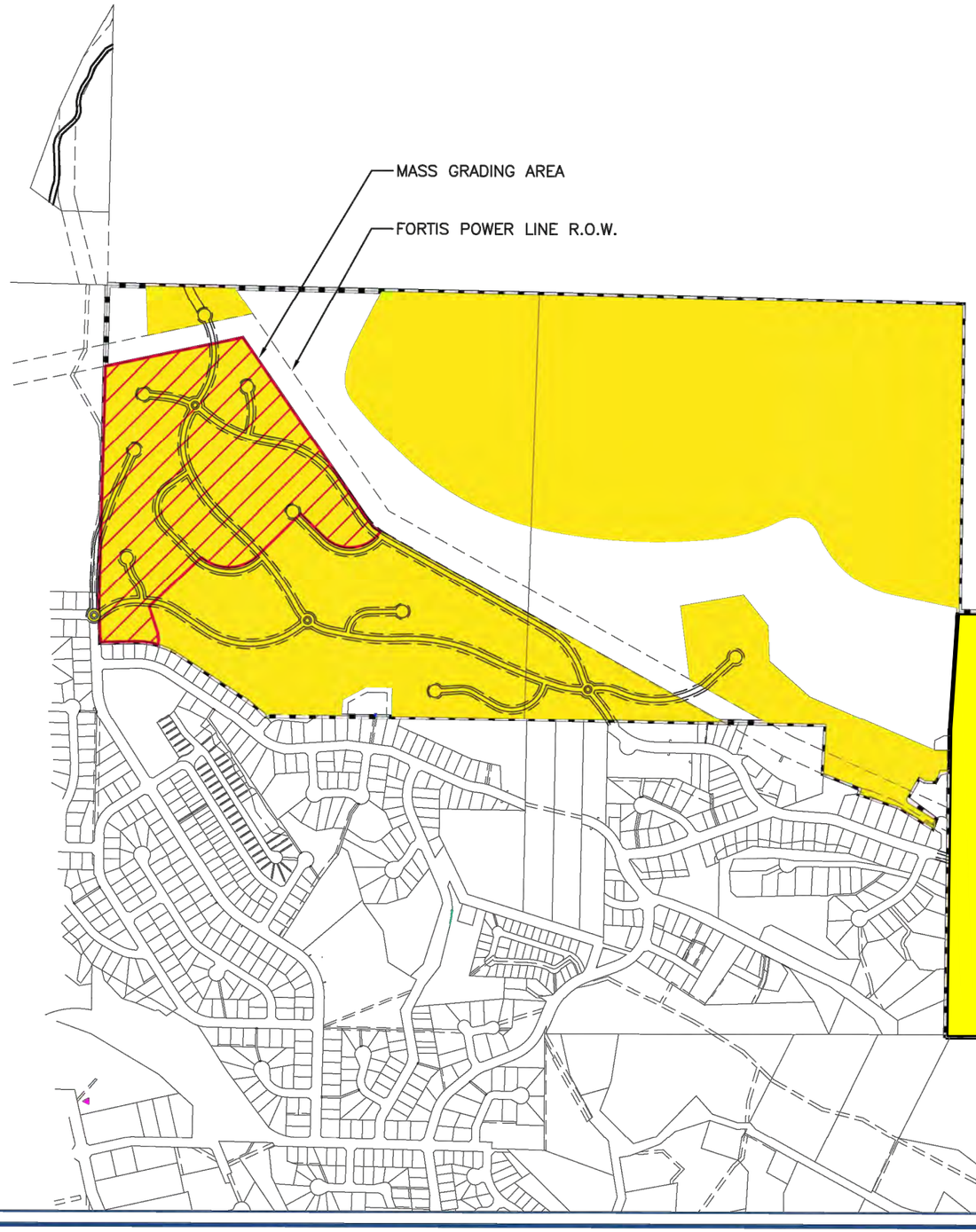
Hillside Hazard Development Permit Area



0 50 100 200 300
Meters
1:10000

Project No. 06067-40 - May 2014

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The Corporation of the City of Penticton

Bylaw No. 2018-61

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

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 "Zoning Amendment Bylaw No. 2018-61".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 Schedule B is hereby amended as follows:

Include Lot 1, District Lot 190 and 2710, Similkameen Division Yale District Plan KAP7449 located at 3200 Evergreen Drive, identified on Schedule 'A' as R1 (Large Lot Residential), RM1 (Bareland Strata Housing), FG (Forestry and Grazing) and P2 (Parks and Recreation).

2.2 Zoning Bylaw 2017-08 is hereby amended by adding the following site specific provisions to section 9.1.4:

.1 In the case of Lot 1, District Lot 190 and 2710, Similkameen Division Yale District Plan KAP7449 located at 3200 Evergreen Drive, two single family residences and a 20 room tourist accommodation resort with a maximum floor area of 1850m^2 is permitted.

2.3 Schedule 'A' attached hereto forms part of this bylaw.

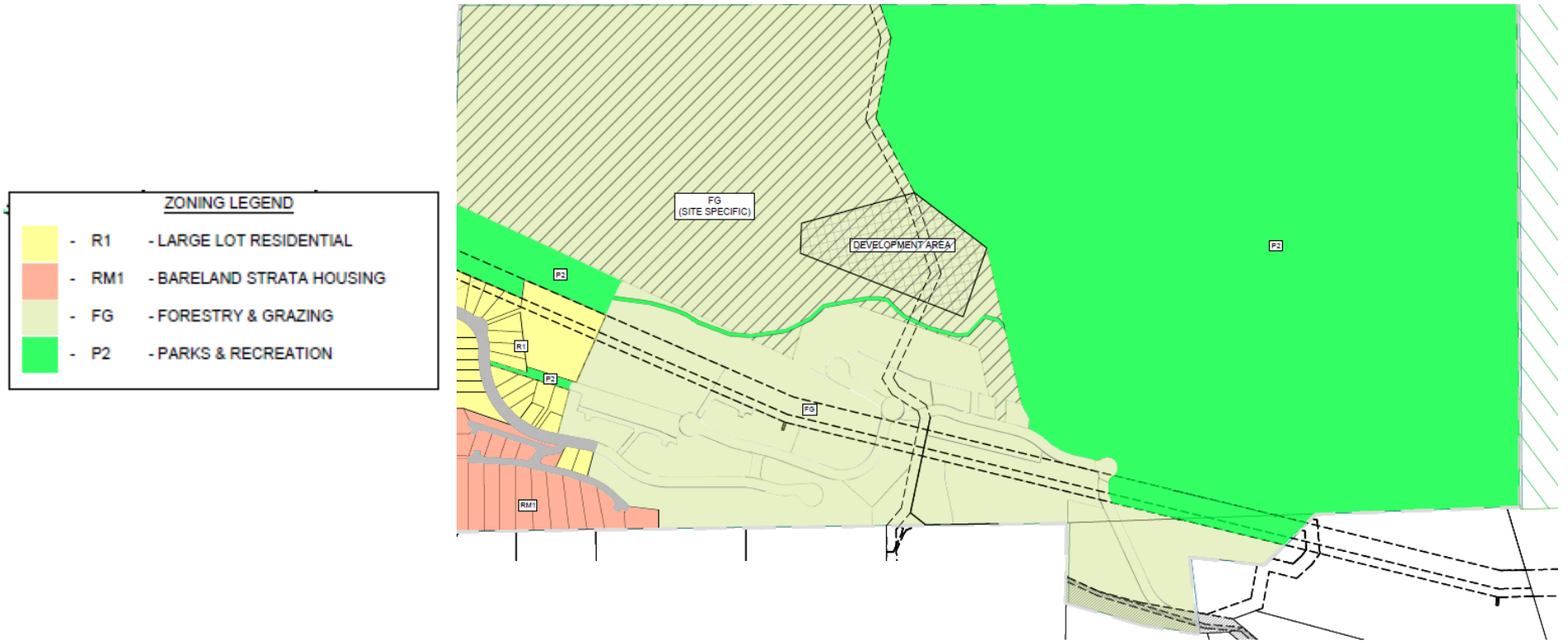
READ A FIRST time this	21	day of	August, 2018
A PUBLIC HEARING was held this	4	day of	September, 2018
READ A SECOND time this		day of	, 2018
READ A THIRD time this		day of	, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 24 day of August, 2018 and the 29 day of August, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Amend Zoning Bylaw 2017-08 to include Lot 1, DL 190 and 2710 SDYD, Plan KAP7449 (3200 Evergreen Drive) in 1) Large Lot Residential (R1), 2) Bareland Strata Housing (RM1), 3) Forestry Grazing (FG), and 4) Parks & Recreation (P2) and add a site specific provision to the Forestry Grazing (FG) zone to permit two single family residences and a 20 room tourist accommodation resort with a maximum floor area of 1850m^2.



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-61

Date: _____ **Corporate Officer:** _____

Council Report

penticton.ca

Date: September 4, 2018 File No: 2018 PRJ-178
To: Peter Weeber, Chief Administrative Officer
From: Randy Houle, Planner I
Address: 193 Bennett Avenue

Subject: **Development Variance Permit PL2018-8333**

Staff Recommendation

THAT Council approve "Development Variance Permit PL2018-8333" for Lot 6 District Lot 250 Similkameen Division Yale District Plan 8070, located at 193 Bennett Avenue, a permit to increase the maximum floor area of all accessory buildings from 75m^2 to 90m^2;

AND THAT staff be directed to issue "Development Variance Permit PL2018-8333".

Background

The subject property (Attachment A) is zoned R1 (Large Lot Residential) and designated by the City's Official Community Plan as LR (Low Density Residential). Photos of the sites are included as Attachment D. The subject property is approximately 761.0m^2 (8,191ft^2) in area, with a single family dwelling constructed on it. The surrounding properties are primarily zoned for single family. This property is in an area close to Penticton High School, the downtown and the hospital.

Proposal

The applicant is proposing to construct an 89m^2 (960ft^2) garage for storage and personal use. To facilitate the construction, the applicant is requesting a Development Variance Permit to vary the following section of Zoning Bylaw No. 2017-08:

- Section 10.1.2.8: to increase the maximum floor area of all accessory buildings from 75m^2 to 90m^2.

Financial implication

N/A

Technical Review

This application was forwarded to the City's Technical Planning Committee (TPC) and reviewed by the Engineering and Public Works Departments. Servicing and technical requirements have been identified and will be addressed at the building permit stage. If the request for the variance is supported, BC Building Code and City bylaw provisions will apply.

Development Statistics

The following table outlines the proposed development statistics on the plans submitted with the variance application:

Item	Requirement R1 zone	Proposed
Maximum Lot Coverage:	40%	26%
Vehicle Parking:	2 per single family dwelling	3
Required Setbacks: (accessory building)		
Front yard (south):	6.0m	6.0m+
Rear yard (north)	1.5m	3.0m
Interior yard (west):	1.2m	1.5m
Interior yard (east):	1.2m	7.62m
Maximum Building Height:	4.5m	4.47m
Maximum Floor Area of All Accessory Buildings:	75m^2	90m^2 (variance required)

Analysis

Development Variance Permit

Support Variance

When considering a variance to a City bylaw, staff encourages Council to be mindful as to whether approval of the variance would cause a negative impact on neighbouring properties and if the variance request is reasonable.

Section 10.1.2.8: to increase the maximum floor area of all accessory buildings from 75m^2 to 90m^2.

- The maximum floor area limit placed on accessory buildings is to reduce the negative visual impacts that a large garage can have on the neighbourhood. In this case, the garage is behind the principal residence, not visible from the street. Although it is a metal building, the proposed garage will be screened by landscaping and fencing along the west property line. The metal cladding will match the colour of the house. Furthermore, letters of support have been received from all affected neighbours.

- Under the current R1 zoning, the applicant could construct a 7.0m tall carriage house, 90m^2 in building footprint. A garage could be built 1.2m from the west interior property line, but the applicant has allowed for a 1.5m setback, matching the required setback for a carriage house. The applicant is proposing a 3.0m setback from the rear lane instead of the 1.5m permitted, which will reduce the impacts on the lane and the properties to the north. The garage is no taller than the 4.5m maximum height permitted. The total lot coverage is approximately 26%, which is much less than the maximum 40% allowed. The metal storage container will be removed from the site as it is not permitted in a residential area.

For the reasons listed above, Staff feel that the variance request is reasonable, does not unreasonably impact the adjacent area and recommend that Council support the application.

Deny/Refer Variance

Council may consider that the proposed variance will negatively affect the neighborhood. If this is the case, Council should deny the variance.

Alternate Recommendations

1. THAT Council support DVP PL2018-8333 with conditions that Council feels are appropriate.
2. THAT DVP PL2018-8333 be referred back to staff to revise the application as directed by Council.

Attachments

Attachment A: Subject Property Location Map
Attachment B: Zoning Map
Attachment C: OCP Map
Attachment D: Photos of Subject Property
Attachment E: Site Plan
Attachment F: Building Elevations
Attachment G: Letter of Intent
Attachment H: Letters of Support
Attachment I: Development Variance Permit PL2018-8333

Respectfully submitted,

Randy Houle
Planner I

Approvals

DDS	CAO
	PW

Attachment A – Subject Property Location Map



Figure 1: Subject Property Location Map

Attachment B – Zoning Map



Figure 2: Zoning Map

Attachment C- OCP Map

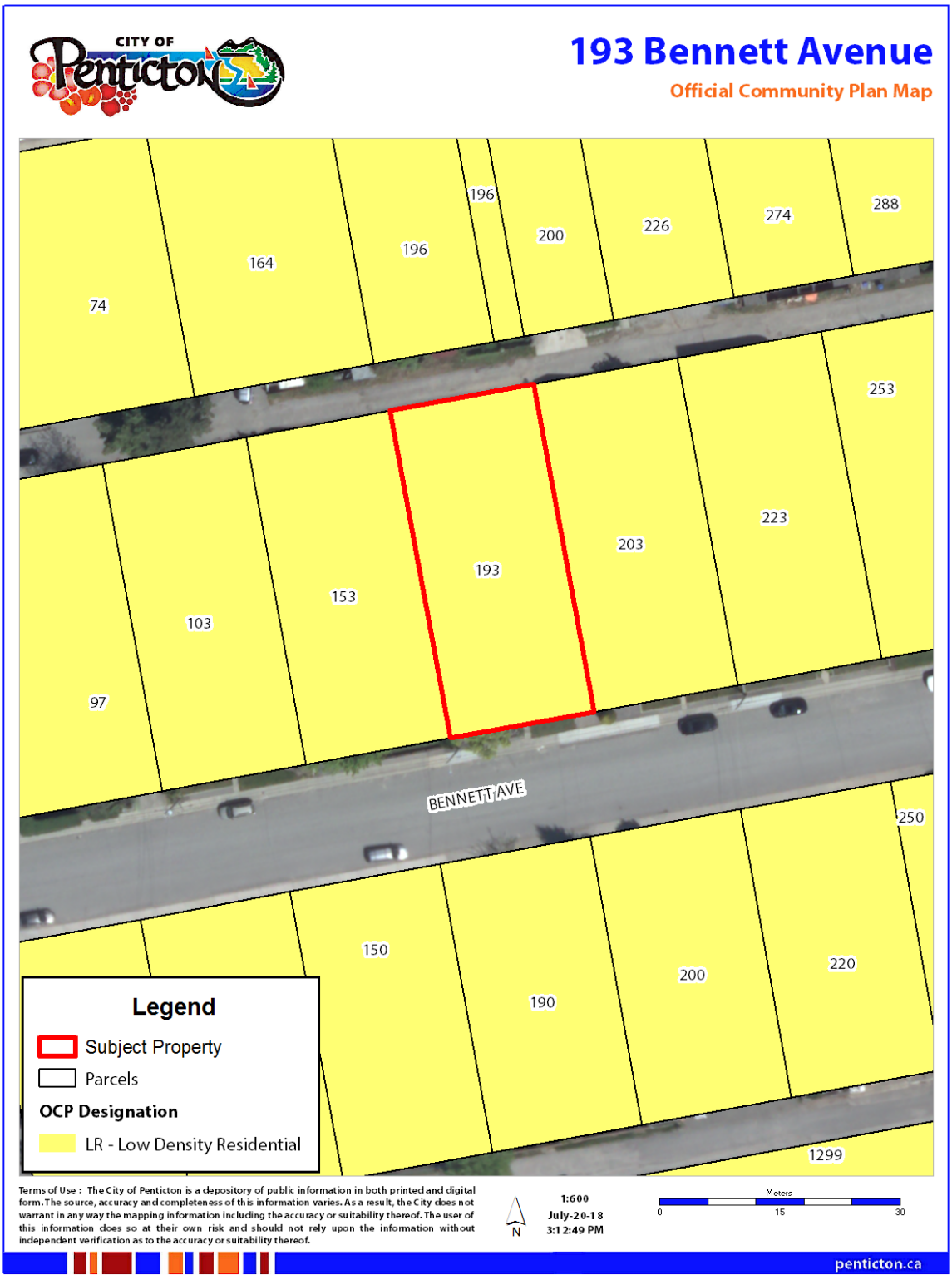


Figure 3: OCP Map

Attachment D – Photos of Subject Property



Figure 4: South View of Subject Property (from Bennett Avenue)



Figure 5: South View of the backyard showing proposed building location



Figure 6: South View of the backyard showing proposed building location



Figure 7: North View of backyard showing proposed building location

Attachment E- Site Plan

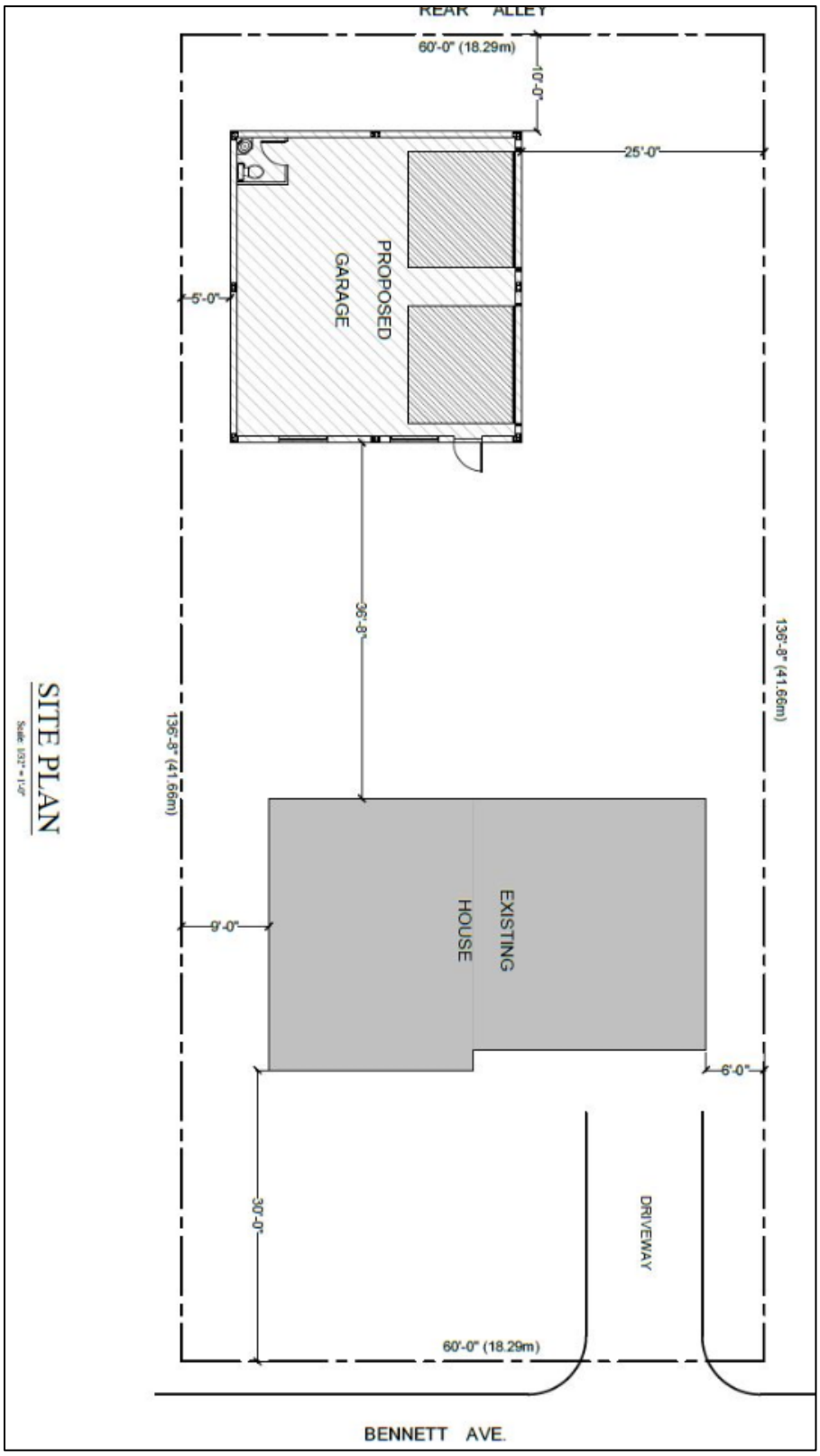


Figure 8: Site Plan

Attachment F- Building Elevations

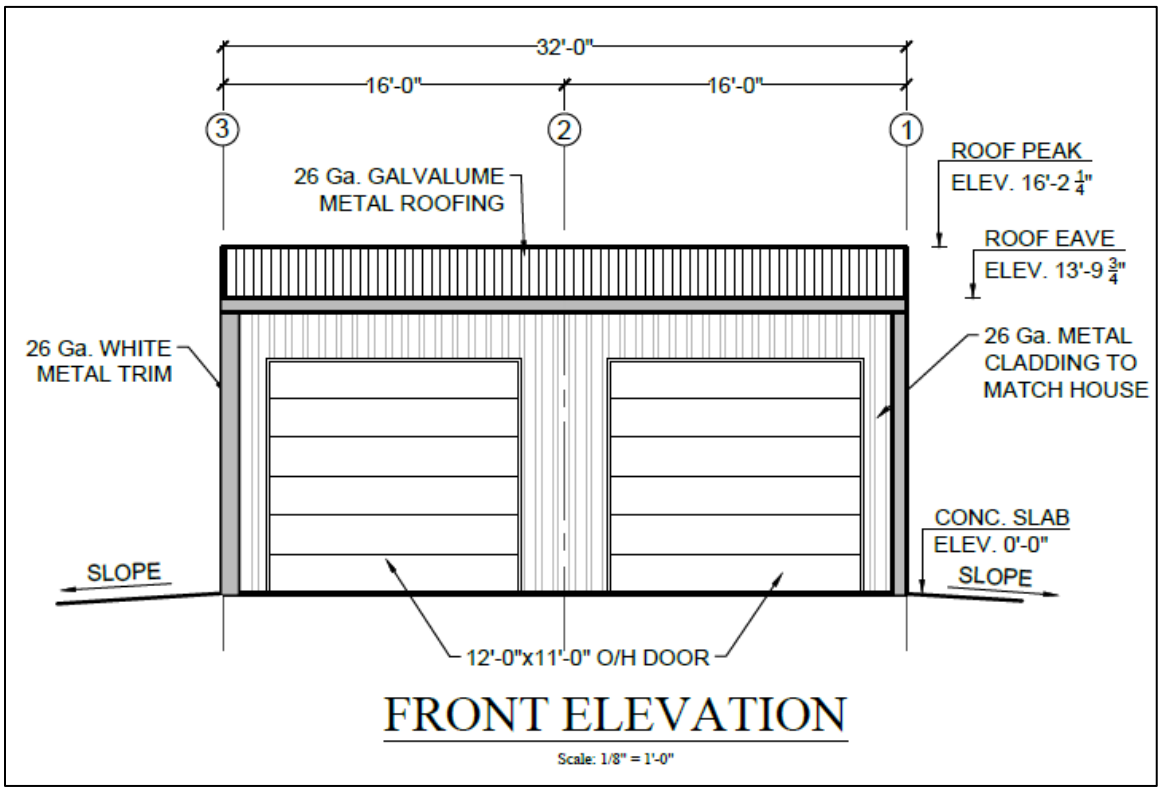


Figure 9: East Elevation

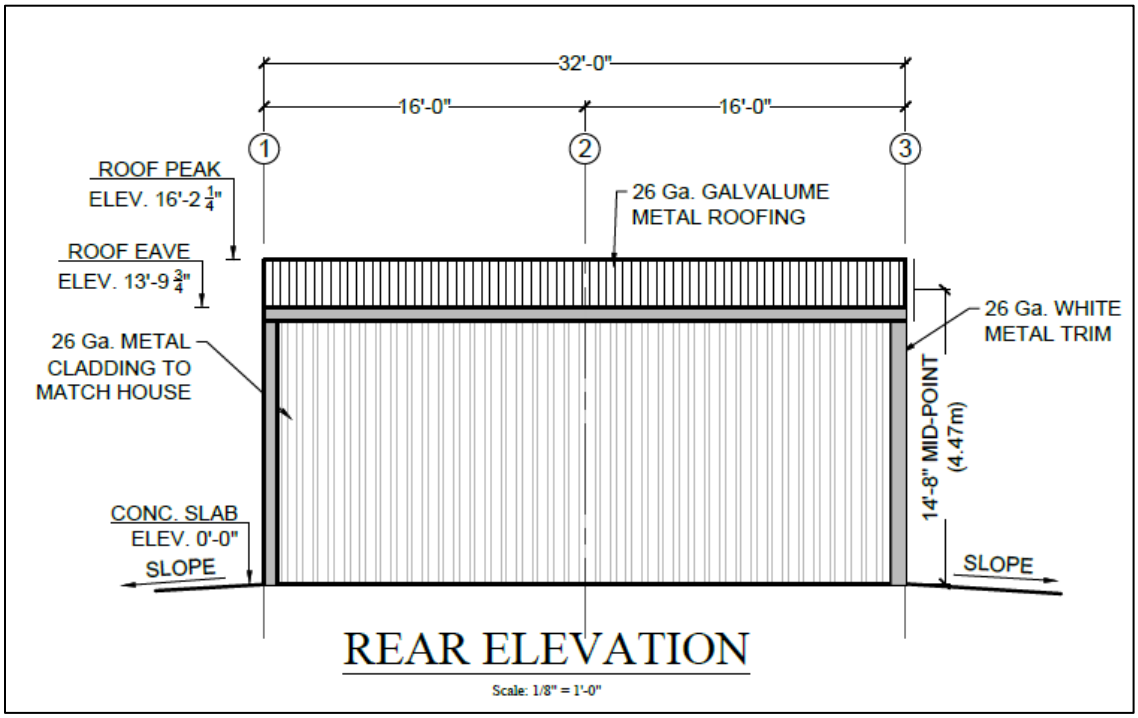


Figure 10: West Elevation

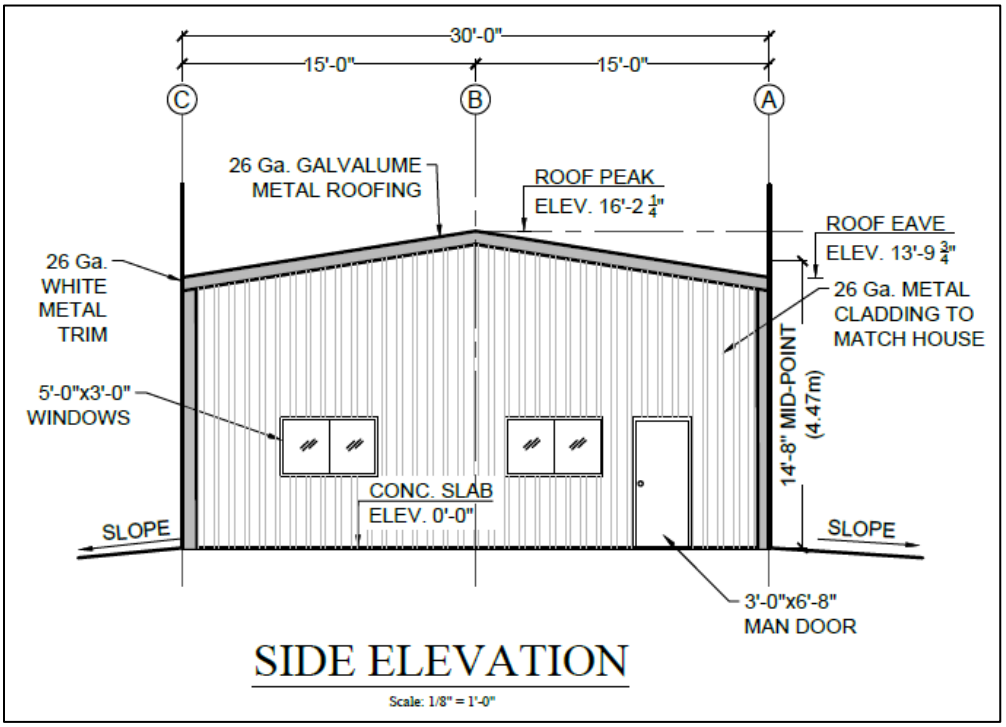


Figure 11: South Elevation (facing house)

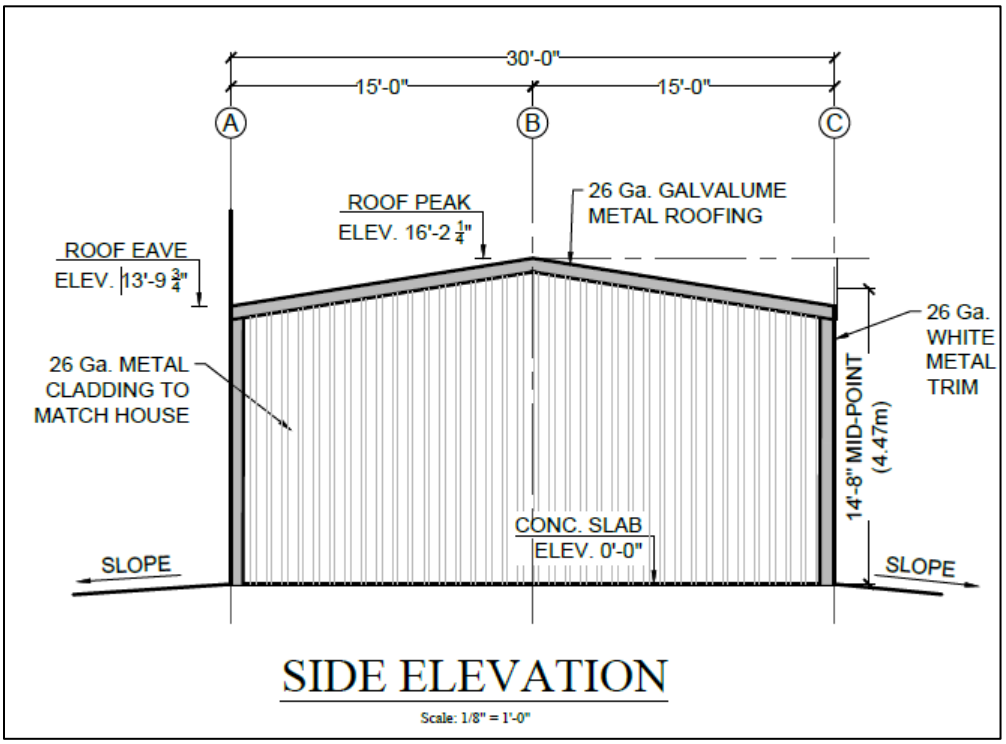


Figure 12: North Elevation (facing the lane)

Attachment G- Letter of Intent

City of Penticton Building Department

171 Main Street

250-490-2400

June 12, 2018

RE: Letter of Intent

I am looking to build a garage in my backyard. The reason for this application is to get a variance. My zoning (R1) permits a building of 807sqft and a height of 15ft. The building I propose to build would be 960sqft and 15ft. The garage siding will match the exterior of the existing home. I would like to have space for storage and for personal use.

Thank you,

Lee Duncan

Figure 13: Letter of Intent

Attachment H- Letters of Support

To whom it may concern at the city of Penticton;

My name is Monique Atherton. I reside at 153 Bennett Ave. I am aware that Lee Duncan of 193 Bennett ave. is applying for a variance to build a garage in his back yard which will be bigger than allowed in our zoning area by 150 square feet. I show no opposition to this plan. Thank you for your time.

Signed

Date July 5, 2018

To whom it may concern at the city of Penticton;

My name is Carey Taeger. I reside at 203 Bennett I am aware that Lee Duncan of 193 Bennett ave . is applying for a variance to build a garage in his back yard which will be bigger than allowed in our zoning area by 150 square feet. I show no opposition to this plan. Thank you for your time.

Signed Carey Taeger

Date June 28 / 18

To whom it may concern at the city of Penticton;

My name is Robert Abel I reside at 223 Bennett Ave I am aware that Lee Duncan of 193 Bennett ave . is applying for a variance to build a garage in his back yard which will be bigger than allowed in our zoning area by 150 square feet. I show no opposition to this plan. Thank you for your time.

Signed Robert Abel

Date June 28/2018

To whom it may concern at the city of Penticton;

My name is Bonnie Kocsis I reside at 196 Penticton Ave I am aware that Lee Duncan of 193 Bennett ave . is applying for a variance to build a garage in his back yard which will be bigger than allowed in our zoning area by 150 square feet. I show no opposition to this plan. Thank you for your time.

Signed Bonnie Kocsis

Date June 30, 2018

Attachment I - Development Variance Permit PL2018-8333

City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Variance Permit

Permit Number: DVP PL2018-8333

Name:
Address:

Conditions of Permit

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

2. This permit applies to:

   Legal: Lot 6 District Lot 250 Similkameen Division Yale District Plan 8070
   Civic: 193 Bennett Avenue
   PID: 009-873-694

3. This permit has been issued in accordance with Section 498 of the *Local Government Act*, to vary the following section of Zoning Bylaw 2017-08 to allow for the construction of an accessory building

   - Section 10.1.2.8: to increase the maximum floor area of all accessory buildings from 75m² to 90m².

General Conditions

4. In accordance with Section 501 of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule A.

5. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

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

7. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.

8. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

Authorized by City Council, the 21 day of August, 2018

Issued this 4 day of September, 2018

_____

Dana Schmidt,
Corporate Officer

From: Dianne <
Sent: August-29-18 10:15 AM
To: Public Hearings
Subject: Corporate Officer - subject Property 193 Bennett Ave.

Attention: Corporate Officer, City of Penticton

Subject property: 193 Bennett Avenue, Penticton, B.C.

regarding application: development variance permit PL2018-8333

I live at 90 Bennett Avenue and I am not for the maximum floor area of this garage to be extended from 75m to 95 m

We have a nice neighbourhood and allowing the extension would set a precedent to allow others in this neighbourhood to do the same.

For storage and personal use, the allowed 75m is more than ample.

Dianne McKeown

From: Elizabeth A. Amies <
Sent: August-29-18 2:24 PM
To: Public Hearings
Subject: Development Application PL2018-8333

Attention: Corporate Officer, City of Penticton

Subject Property: 193 Bennett Avenue, Penticton, B.C.

Regarding Application: Development Variance Permit PL2018-8333

To Whom it May Concern:

I am a neighbour of 193 Bennett Avenue (living at 203 Bennett Ave.), and we are absolutely against the proposal to build a 89m2 building in our neighbourhood on Bennett Ave.

We have a quiet, pleasant and enjoyable neighbourhood and allowing the extension would set a precedent to allow others in this neighbourhood to do the same which would not be appropriate in any way for our lifestyle in this area.

For storage and personal use, the allowed 75m is more than ample, and building such a large structure would not only take away from the aesthetics of our neighbourhood but surely it would be too noisy and therefore disruptive to those of us living in this area.

I sincerely ask that you not allow this proposal to proceed.

Thank you very much for your time and consideration with regard to this matter.

Regards,

Elizabeth Amies

Council Report

penticton.ca

Date: September 4, 2018 File No: PRJ2018-165
To: Peter Weeber, Chief Administrative Officer
From: Nicole Capewell, Planner 1
Address: 337 Hastings Avenue
Subject: **Zoning Amendment Bylaw No. 2018-64 and Development Variance Permit PL2018-8313**

Staff Recommendation

Zoning Amendment Bylaw

THAT "Zoning Amendment Bylaw No. 2018-64", a bylaw to rezone Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932, located at 337 Hastings Avenue, from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane) and allow a site specific provision inserted as Section 10.8.4.3 as follows: "In the case of Lot 24 Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan 932, located at 337 Hastings Avenue, the following regulations shall apply:

- Minimum lot width of 14.6m;
- Maximum Density, Floor Area Ratio (FAR) of 0.90;
- Maximum Lot Coverage of 48%;
- Maximum Building Height of 7.0m;
- Minimum Interior Side Yard of 1.6m; and
- Waive the requirement for one (1) visitor parking space

be given first reading and be forwarded to the September 18, 2018 Public Hearing;

AND THAT prior to adoption of "Zoning Amendment Bylaw No. 2018-64", the following conditions be completed:

- Registration of a 3.0 m wide lane dedication from 337 Hastings Avenue and 340 Douglas Street,
- Registration of an easement to allow for the safe turning of vehicles at the west end of the lane.

Development Variance Permit

AND THAT delegations and submissions for "Development Variance Permit PL2018-8313" for Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932, located at 337 Hastings Avenue, a permit to allow vehicle access to be from both the lane and the street (Hastings Avenue), be heard at the September 18, 2018 Public Hearing;

AND THAT Council consider "DVP PL2018-8313" following the adoption of "Zoning Amendment Bylaw No. 2018-64".

Excess and Extended Service

THAT Council, in accordance with Section 507 of the *Local Government Act*, require the following excess and extended services

- Full construction of the lane along the rear of 337 Hastings and 319 Hastings Avenue tying the works into the existing lane
- Full construction of curb and sidewalk along the front of 337 Hastings Avenue and 319 Hastings Avenue, and tying the works into the existing sidewalk located in front of 305 Hastings Avenue.

Strategic Objective

The subject application demonstrates that it is aligned with the Council Priorities of Community Building and Economic Vitality. The application represents smart growth by increasing density in areas where existing services are in place, and in areas close to transit, commercial and employment centers.

Background

The applicant is requesting to rezone 337 Hastings Avenue from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing) and RD2 (Duplex Housing: Lane). This rezoning will facilitate the subdivision of the property into two parcels, which will allow the construction of a fourplex and a front-to-back duplex (Figure 1 – Proposed Subdivision). The applicant has also requested a variance to the RD2 zone to allow vehicle access from both the lane and the street.



Figure 1 - Proposed Subdivision

The subject property (Attachment 'A') is currently zoned R2 (Small Lot Residential) and is designated for medium density residential by the City's Official Community Plan (OCP). In 2008, the previously existing single family home was demolished and the site has been vacant since. The surrounding neighbourhood is starting to experience redevelopment, and is transitioning from being a low density neighbourhood, to densifying and allowing medium density developments, as guided by the City's OCP Future Land Use.

The Official Community Plan designates 337 Hastings Avenue as MR (Medium Density Residential), which supports transitioning to an increased density. This property is within close proximity to the KVR trail, Okanagan College, and Penticton Plaza. The Zoning Map of the neighbourhood (Attachment 'B') indicates that there is a mix of zones within the neighbourhood including R2 (Small Lot Residential), RM2 (Low Density Multiple Housing), and RD2 (Duplex Housing: Lane). As indicated in the Future Land Use Map (Attachment 'C'), much of this neighbourhood is identified for medium density development. In 2008, a four-plex was built on the corner of Hastings Avenue and Argyle Street.

Proposal

The applicant is proposing to construct a fourplex and a front-to-back duplex at 337 Hastings Ave. To facilitate this development, the applicant is requesting to rezone the property from R2 (Small Lot Residential) to:

- RM2 (Low Density Multiple Housing) with a site specific text amendment to allow for:
    - Minimum lot width of 14.6m;
    - Floor Area Ratio (FAR) of 0.90;
    - Maximum Lot Coverage of 48%;
    - Maximum Building Height of 7.0m;
    - Minimum Interior Side Yard of 1.6m; and
    - Waive the requirement for one (1) visitor parking space, and
- RD2 (Duplex Housing: Lane).

The intent of the applicant is to subdivide the property into two parcels, and construct a fourplex and a front-to-back duplex.

The applicant is also requesting a variance to the proposed RD2 (Duplex Housing: Lane) parcel, to allow for vehicle access to be from both the lane and the street (Hastings Avenue).

The applicant is required to attain a Development Permit for the form and character of the building, as the properties are located within the CPR Heritage Multiple Family Development Permit Area. This will be issued by staff at a later date.

Technical Review

This application was reviewed by the City's Technical Planning Committee. No significant issues arose in the process. Typical frontage upgrades and servicing requirements have been identified for the Building Permit stage of the project, if rezoning and variance permit applications are supported by Council. The applicant will be required to upgrade and extend the lane behind the development, which will be completed through an excess service resolution. Extension of curb and sidewalk will also require an excess service resolution to tie into the existing sidewalk at the corner development of Hastings Avenue and Argyle Street. The development is required to conform to the BC Building Code. These items have been communicated to the applicant.

Financial Implication

The application does not pose any significant financial implications to the City. Development costs are the responsibility of the developer. The developer will be paying for the extension of the lane behind the development which is required to provide vehicle access to the rear of the proposed developments. The developer will also be responsible for the extension of curb and sidewalk to tie into existing sidewalks.

Development Statistics

The following tables outline the proposed development statistics on the plans submitted with the rezoning application:

Fourplex – RM2 (Low Density Multiple Housing)

	Requirement RM2 Zone	Provided on Plans
Minimum Lot Width:	18 m	14.6 m
Minimum Lot Area:	540 m^2	579 m^2
Maximum Lot Coverage:	40 %	48% (text amendment)
Maximum Density:	.80 Floor Area Ratio (FAR)	0.90 Floor Area Ratio (FAR) (text amendment)
Vehicle Parking:	5 (1 per unit, plus 0.25/unit for visitor parking)	4 (text amendment)
Required Setbacks Front Yard (Hastings Ave): Side Yard (east): Side Yard (west): Rear Yard (lane):	 3.0 m 3.0 m 3.0 m 6.0 m	 6.0 m 1.6 m (text amendment) 2.1 m (text amendment) 7.9 m
Maximum Building Height	12 m	7.56 m
Other Information:	• The Development Permit would be issued by Staff • Items in red are included in site specific rezoning	

Duplex – RD2 (Duplex Housing: Lane)

	Requirement RD2 Zone	Provided on Plans
Minimum Lot Width:	9.1 m	9.1 m
Minimum Lot Area:	275 m^2	362 m^2
Maximum Lot Coverage:	40 %	38%
Maximum Density:	.80 Floor Area Ratio (FAR)	0.76 Floor Area Ratio (FAR)
Vehicle Parking:	2 (1 per dwelling unit)	2
Required Setbacks Front Yard (Hastings Ave): Side Yard (east): Side Yard (west): Rear Yard (lane):	 4.5 m 1.5 m 1.5 m 6.0 m	 6.0 m 1.8 m 1.8 m 7.9 m
Maximum Building Height	10.5 m	7.0 m
Other Information:	• The Development Permit will be issued by Staff • Variance requested to allow parking from both the lane and the street	

Analysis

Support Zoning Amendment Bylaw

The Official Community Plan (OCP) designation for the subject property is MR (Medium Density Residential), which supports townhouses, cluster housing, condominiums and other forms of increased density. The applicant is proposing to subdivide a large property into two parcels, which will allow for both a duplex and a fourplex to be constructed. Staff consider that the proposed zoning amendments will allow for a development that is supported through the following City Policies:

- OCP goal to facilitate the provision of a variety of housing types, tenures and densities that will continue to respond to the diverse needs, including income levels, of individuals and families in Penticton in varying stages of their life.
- OCP goal to strive to achieve a housing stock that includes high quality, luxury housing.
- OCP policy which promotes residential infill development as an appropriate method of maximizing the use of land and increasing housing choices for Penticton residents.
- OCP policy to encourage the development of a multi-family enclave on the former CPR railway lands on Hastings Street which is compatible with the character of the CPR station and which is designed to minimize the impact on adjacent industrial and commercial uses.
- The subject property is located along an arterial roadway and is near existing transit services. The subject property is within close proximity to the KVR trail, Okanagan College, and Penticton Plaza, which encourages more walking and active forms of transportation.

The plans submitted are conceptual in nature and an application for a development permit will be required prior to any approval for construction on the lands. The development permit drawings will have more details on the elevations, to include: building types, materials, and colours. The development permit will also require a detailed landscaping plan from the applicant, which will allow staff to review the landscaping being proposed as part of the development. The subject property is located within the CPR Heritage Multiple Family Development Permit Area, and staff will review the plans to ensure conformance with these guidelines when reviewing for Development Permit issuance.

Given the above, there is adequate policy to support the proposal to rezone from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing) and RD2 (Duplex Housing: Lane), and support is recommended for First Reading of "Zoning Amendment Bylaw No. 2018-64".

Deny Zoning Amendment Bylaw

Council may consider that the proposed development is not appropriate for the subject properties. If this is the case, Council should deny First Reading of Zoning Amendment Bylaw No. 2018-64".

Support Development Variance Permit

When considering a variance to a City bylaw, staff encourages Council to consider whether approval of the variance would cause a negative impact on neighbouring properties and if the variance request is reasonable. The proposed variance is to allow vehicle access to the RD2 (Duplex Housing: Lane) zone to be from both the lane and the street (Hastings Avenue).

Section 10.6.3.2: to allow vehicle access to be from both the lane and the street (Hastings Avenue).

- The applicant is requesting a variance to allow vehicle access to be from both the lane and the street (Hastings Avenue) on the proposed RD2 (Duplex Housing: Lane) parcel. The RD2 (Duplex Housing:

Lane) zone, is one of many residential zones in the Zoning Bylaw (No. 2017-08) that require primary vehicle access to be from the lane (provided there is a lane). There are many benefits associated with this requirement including:

  - Maintaining on-street parking (allowing driveways off of a street reduces available parking spaces along the street, as it becomes full of driveways);
  - Increased greenery (less driveways allows for more space for boulevard grass, trees and other greenery); and
  - Overall enhanced pedestrian experience (the street becomes more comfortable and safe for pedestrians, rather than being dominated by vehicle parking and pavement).

- Although there are benefits to requiring vehicle access be only from the lane, the proposed development is minimizing the impacts to the neighbourhood by:
  - Installing new sidewalk along Hastings Avenue to tie into existing sidewalks at the corner of Hastings Avenue and Argyle Street, which will assist in increasing pedestrian safety;
  - Integrating landscaping along the front of the properties that border Hastings Avenue to increase greenery (including a variety of shrubs, grass and trees); and
  - The subject property is located near the end of Hastings Avenue. This block of Hastings Avenue is classed as a local residential street, as there is no thru-road (Attachment 'A'), which limits traffic on the street to local.

The proposed variance will allow for each unit of the duplex to have a more private entry into their home. It will also provide each unit with more private yard space.

Given the above, staff find that the proposed design successfully integrates driveways into the existing neighbourhood. Staff find the variance request reasonable and recommend that Council support the application.

Deny Development Variance Permit

Council may consider that the proposed access to the property is not appropriate at this location. If this is the case, Council should refer the permit back to staff to work with the developer as directed by Council.

Alternate Recommendations

1. THAT Council deny first reading of "Zoning Amendment Bylaw No. 2018-64" and deny support for DVP PL2018-8313.
2. THAT Council give first reading to "Zoning Amendment Bylaw No. 2018-64", but deny support for DVP PL2018-8313.
3. THAT Council give first reading to "Zoning Amendment Bylaw No. 2018-64", and give support for DVP PL2018-8313 with conditions that Council feels are appropriate.

Attachments

Attachment A:	Subject Property Location Map
Attachment B:	Zoning Map of Subject Property
Attachment C:	Official Community Plan Map of Subject Property
Attachment D:	Images of Subject Property
Attachment E:	Letter of Intent
Attachment F:	Conceptual Site Plan
Attachment G:	Conceptual Elevations
Attachment H:	Draft Development Variance Permit (DVP)

Attachment I: Zoning Amendment Bylaw No. 2018-64

Respectfully submitted

Nicole Capewell
Planner 1

Approvals

Director Development Services	Chief Administrative Officer
AH	PW

Attachment A – Subject Property Location Map



Figure 2 – Subject Property Highlighted in Red

Attachment B – Zoning Map of Subject Property

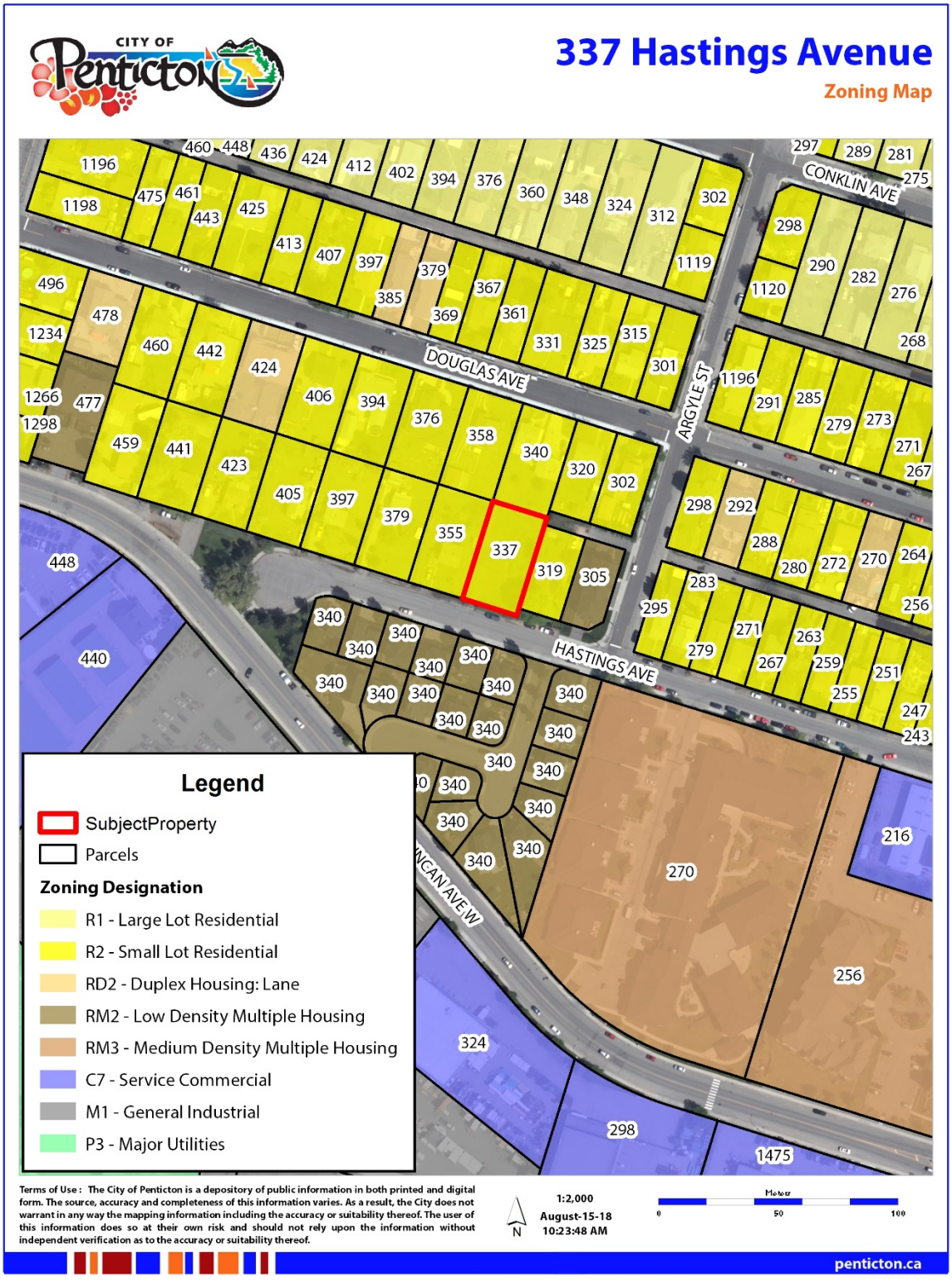


Figure 3 – Subject Property Currently Zoned R2 (Small Lot Residential)

Attachment C – Official Community Plan Map of Subject Property

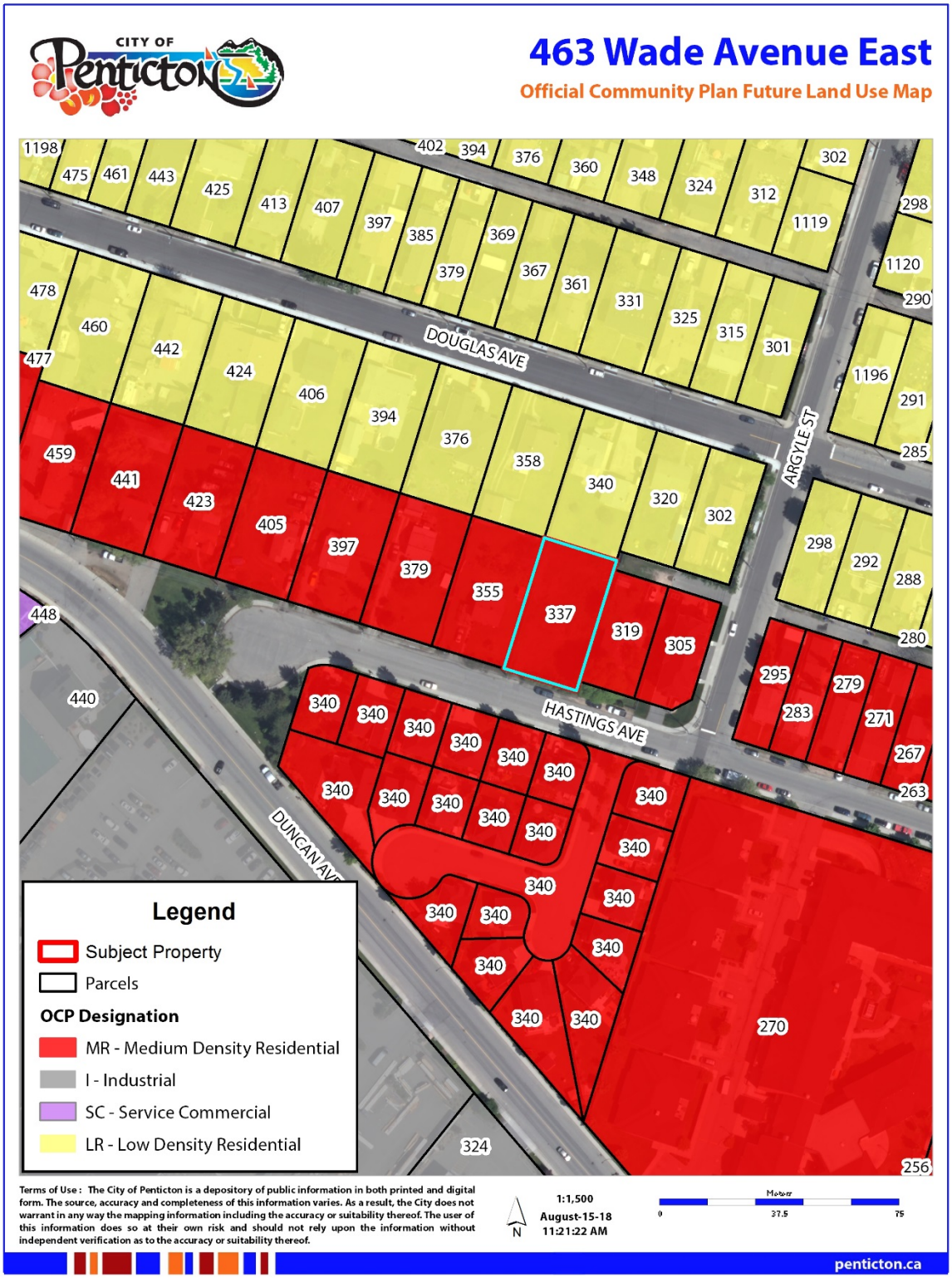


Figure 4 – Subject Property Currently Designated as MR (Medium Density Residential) within Official Community Plan

Attachment D – Images of Subject Property



Figure 5 – Looking at front of 337 Hastings Avenue (vacant lot) from Hastings Avenue



Figure 6 – Looking at rear of 337 Hastings Avenue from the lane



Figure 7 – Looking down the rear property line of 337 Hastings Avenue, where new lane will extend

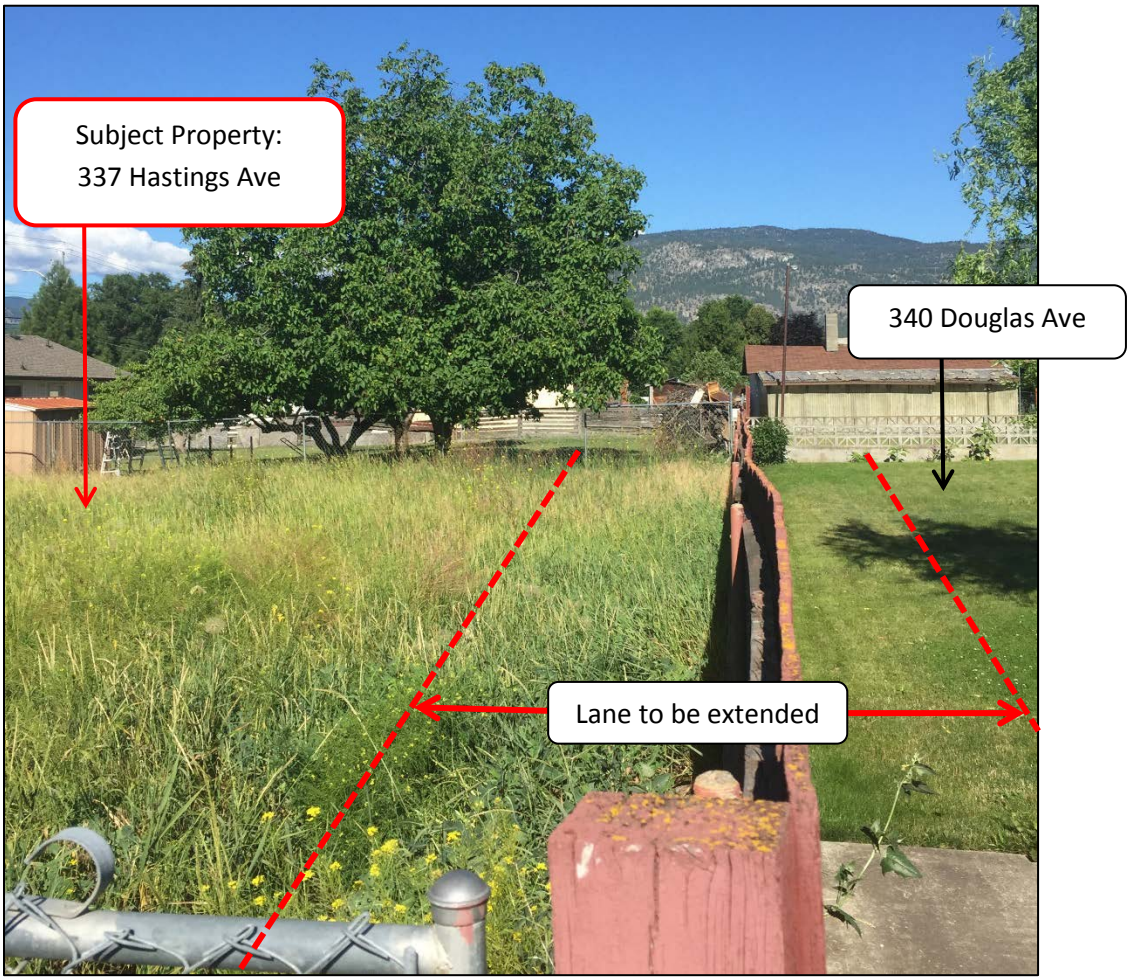


Figure 8 – Looking down the rear property line of 337 Hastings, where new lane will extend



Figure 9 – Looking down the western property line of 337 Hastings Avenue from Hastings Avenue

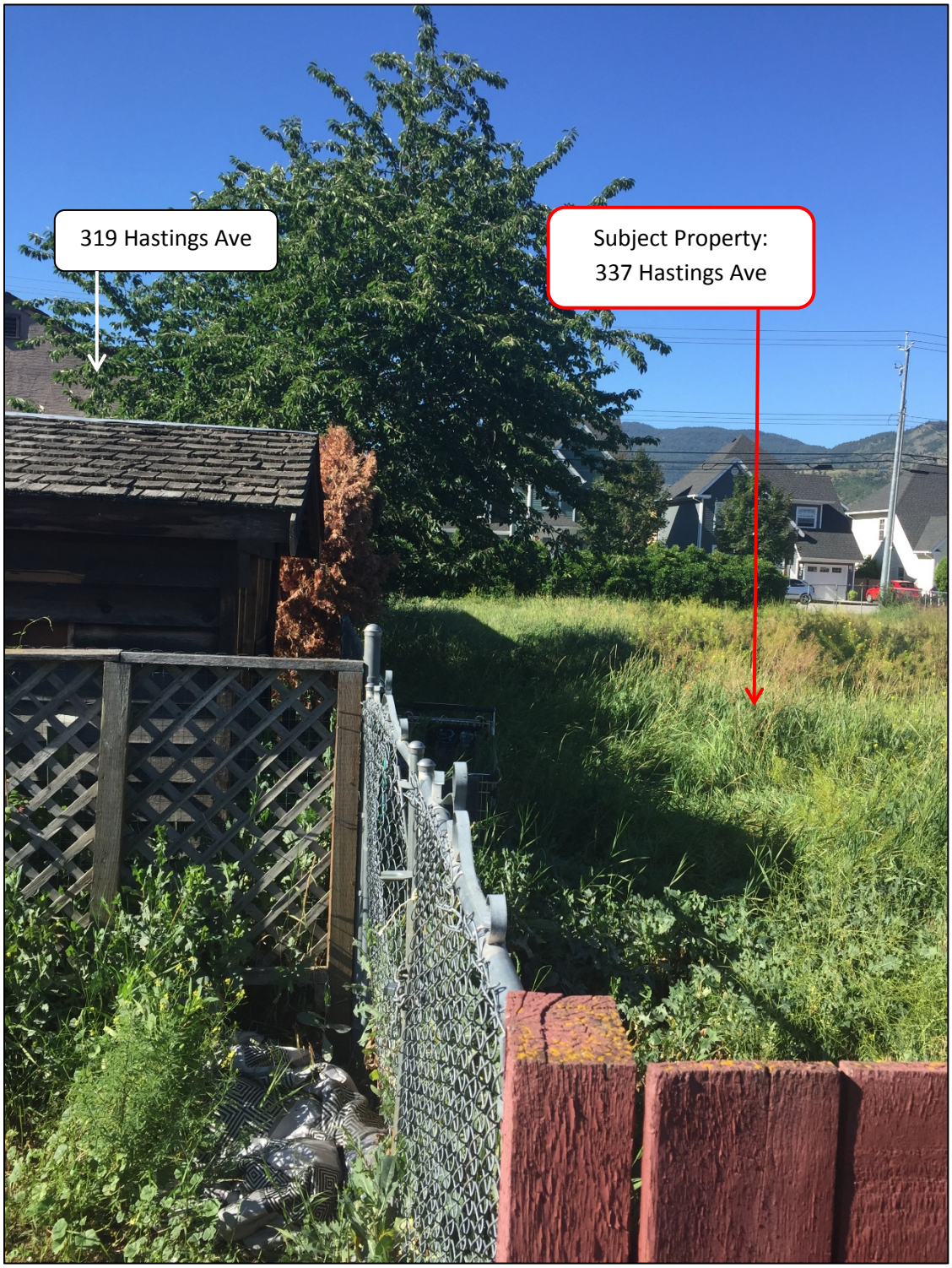


Figure 10 – Looking down eastern property line of 337 Hastings Avenue from the lane

Attachment E – Letter of Intent

337 Hastings Avenue

Development Application, Rezoning & Subdivision Application

August 22nd, 2018

Blake Laven
Planning Manager
City of Penticton
171 Main Street
Penticton, BC V2A 5A9

Dear Blake Laven:

We are proposing to construct a duplex and fourplex at 337 Hastings Avenue. The project will require a re-zoning, subdivision of the lot, and a road dedication for a rear lane.

The goal of this project is to build an infill solution that provides more affordable housing and densification to accommodate the increase in population that is expected over the next few years. We believe this is a suitable lot for this townhome project as it is consistent with current development around the area, and the project will provide a great opportunity for young families to get in the market. Furthermore, the OCP designates this site as Medium Density Residential, which is consistent with the intent of this project.

Under the zoning bylaw, the lot is currently zoned as R2- Small Lot Residential, which we propose to subdivide into two parcels and re-zone to *RD2-Duplex Housing:Lane and RM2- Low Density Multiple Housing* with some site specific allowances, which we will get into detail below. The intent of this project is to start with a front-back duplex on Parcel A, in which we would re-zone to RD2-Duplex Housing. Following this, we will build a fourplex on Parcel B, which we would like to re-zone to RM2-Low Density Multiple Housing. For the Parcel B lot we ask for a site specific allowance to reduce the minimum lot width from 18.0m to down to 14.6m. Under RM2 maximum density is 0.80 FAR with maximum lot coverage being 40%. For this re-zoning we kindly ask for a site-specific allowance for a higher density of 0.90 FAR and 48% lot coverage. Furthermore, we request a site specific allowance to reduce the interior side yard setback requirement from 3.0m to 2.1m on the west side and 1.6m on the east. This would leave 11ft in between the buildings (duplex & fourplex) which is ample space for some landscaping and a walkway to the storage entries of the fourplex units.

We hope the planning department doesn't see these as unreasonable requests as these will help us achieve family-oriented affordable housing in the neighbourhood. If we were to make the units any smaller to fit density and setback requirements we'd have to resort to two-bedroom units, which through our experience, is not marketable towards young families. Our past two projects that have been 3-bedroom townhome units have been 1780sf and at a minimum 1526sf. Our proposed project already sits below 1500sf per unit therefore if we were to decrease floor area anymore we would have to resort to two-bedroom units which is not as desirable in today's market.

The final requests we have, for both Parcels, are to allow parking at the front yard of the units on Hastings Avenue and to waive the requirement for 1 guest parking spot. Allowing parking from the front yard would be consistent with the housing development across the street to the south of

Figure 11 – Letter of Intent (1/2)

Hastings Avenue. By having single-car driveways we still allow for parking spots out front of the project along the street.

To make this project feasible we also require a 3m road dedication at the rear of the property in order to extend the existing lane and allow parking off the lane for the north units. The lot directly behind, 340 Douglas Avenue, has also been purchased by 1167041 B.C. LTD, therefore we would also request the same road dedication there. Long-term goals would be to subdivide an RD2 lot on part of 340 Douglas Avenue while keeping the existing house as it is a very characteristic house that fits in well with the neighbourhood.

In summary, please accept the enclosed application package for the 337 Hastings Ave. We would greatly appreciate your consideration in granting the request to re-zone, site-specific allowance and lane dedication requests and subdivision application.

Sincerely,



Drew Barnes
Owner 1167041 B.C. Ltd.

Page 2

Figure 12 – Letter of Intent (2/2)

Attachment F – Conceptual Site Plan

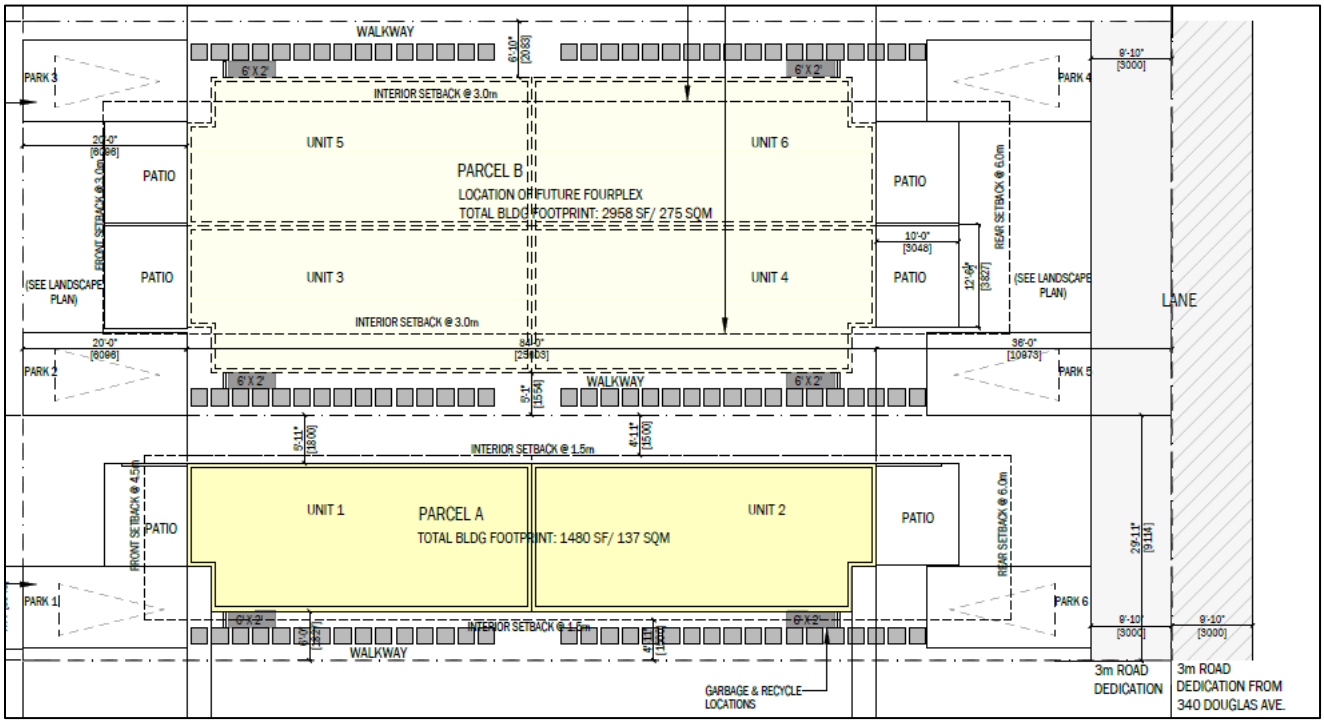


Figure 13 – Conceptual Site Plan

Attachment G – Conceptual Elevations

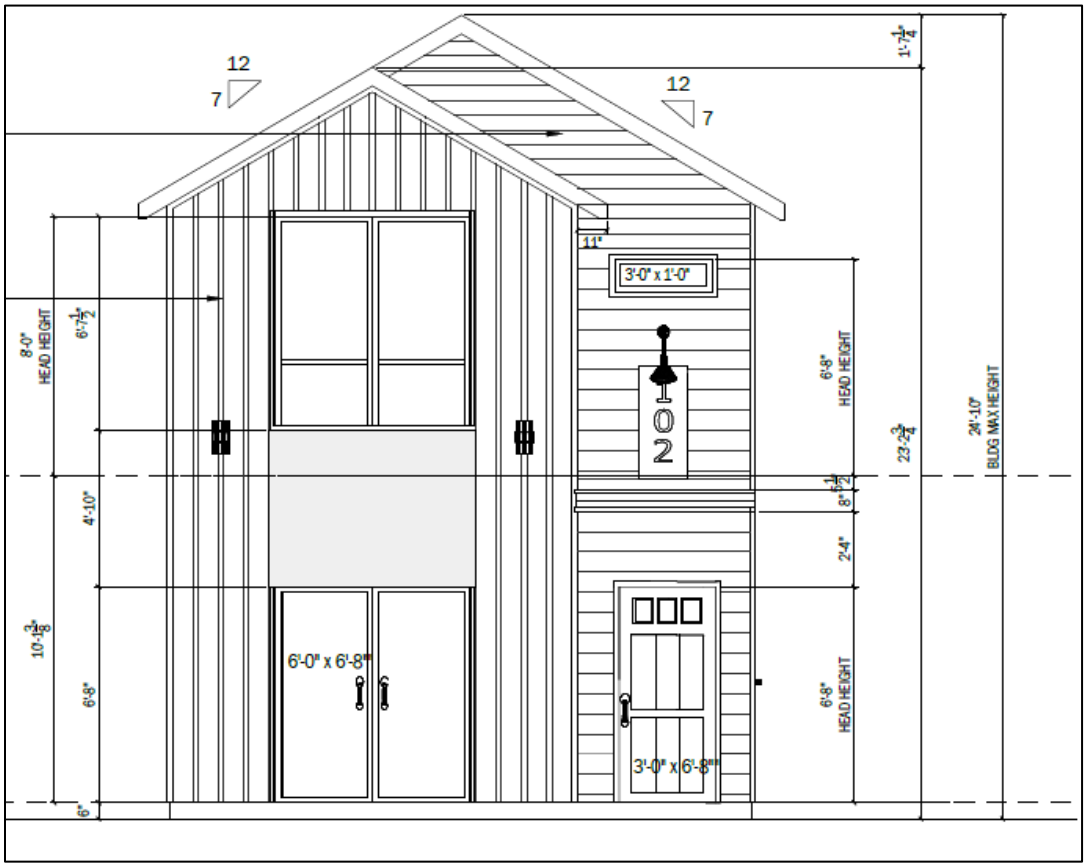


Figure 14 – Conceptual North Elevation



Figure 15 – Conceptual West Elevation

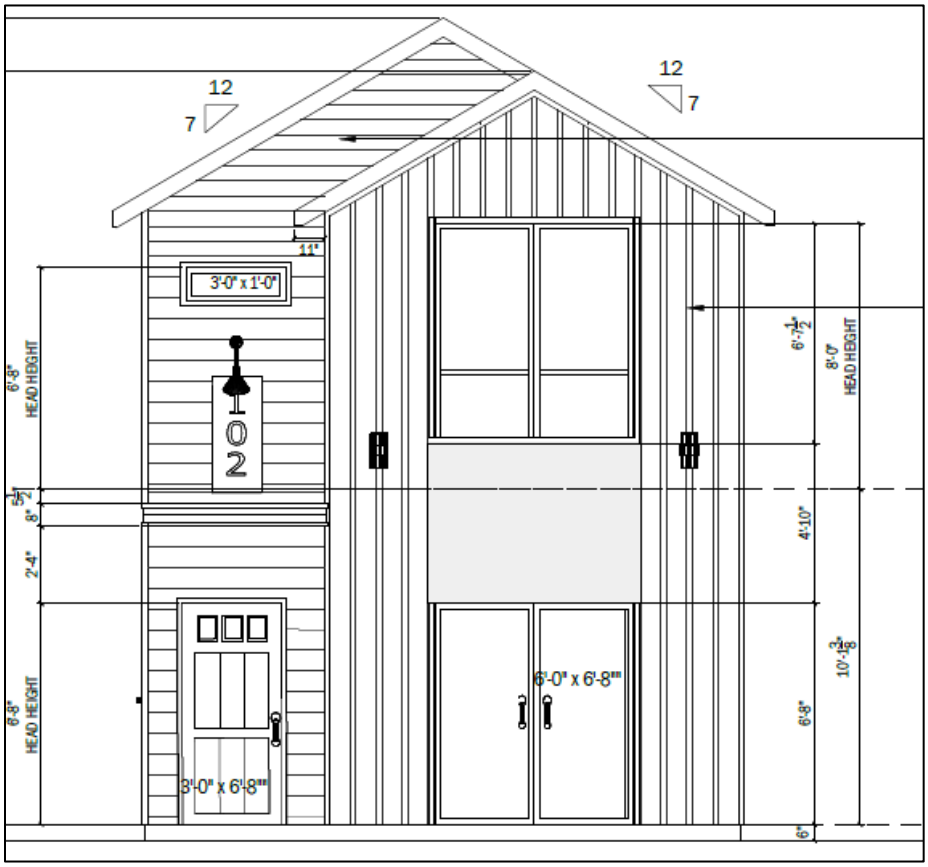


Figure 16 – Conceptual South Elevation

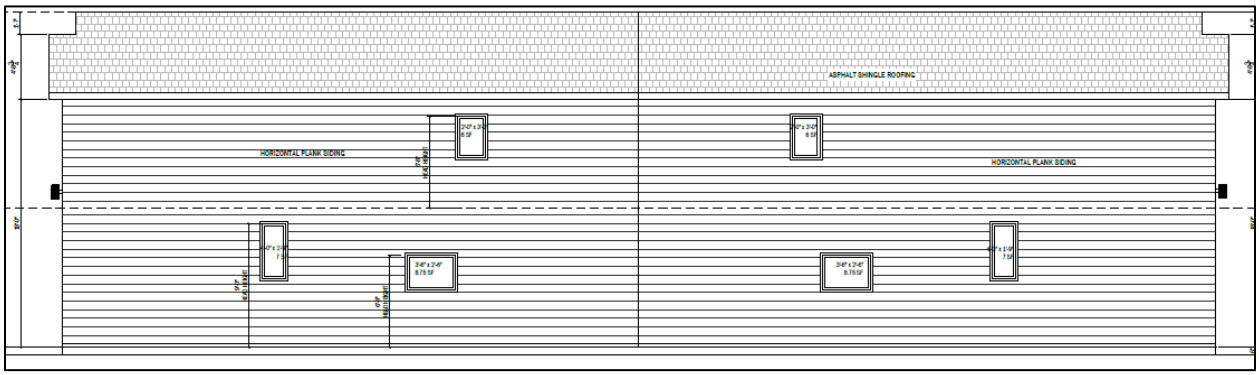


Figure 17 – Conceptual East Elevation

Attachment H – Draft Development Variance Permit (DVP)

City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Variance Permit

Permit Number: DVP PL2018-8313

Owner Name
Owner Address

Conditions of Permit

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

2. This permit applies to:

   Legal: Lot 24 District Lot 1 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932
   Civic: 337 Hastings Avenue
   PID: 003-408-663

3. This permit has been issued in accordance with Section 498 of the *Local Government Act*, to vary the following sections of Zoning Bylaw 2017-08 to allow for the construction of a duplex development:

   a. Section 10.6.3.2: to allow vehicle access to be from both the lane and the street (Hastings Avenue).

General Conditions

4. In accordance with Section 501 of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule 'A'.

5. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

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

7. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.

8. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

DRAFT

Authorized by City Council, the _____ day of _____ 2018

Issued this _____ day of _____, 2018

_____

Dana Schmidt,
Corporate Officer

DRAFT

The Corporation of the City of Penticton

Bylaw No. 2018-64

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

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 "Zoning Amendment Bylaw No. 2018-64".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone that part of Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932, located at 337 Hastings Avenue, as shown on Schedule 'A', from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane).

2.2 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone that part of Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 932, located at 337 Hastings Avenue, as shown on Schedule 'A', from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing) and by adding the following site specific provisions to section 10.8.4:

.3 "In the case of Lot 24, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan 932, located at 337 Hastings Avenue, the following regulations shall apply:

- Minimum lot width of 14.6m;
- Maximum Density, Floor Area Ratio (FAR) of 0.90;
- Maximum Lot Coverage of 48%;
- Maximum Building Height of 7.0m;
- Minimum Interior Side Yard of 1.6m; and
- Waive the requirement for one (1) visitor parking space.

2.3 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	day of	, 2018
A PUBLIC HEARING was held this	day of	, 2018
READ A SECOND time this	day of	, 2018
READ A THIRD time this	day of	, 2018
RECEIVED the approval of the Ministry of Transportation on the	day of	, 2018
ADOPTED this	day of	, 2018

Notice of intention to proceed with this bylaw was published on the __ day of ____, 2018 and the __ day of ____, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Approved pursuant to section 52(3)(a) of the *Transportation Act*
this _____ day of _____, 2018

_____
for Minister of Transportation & Infrastructure

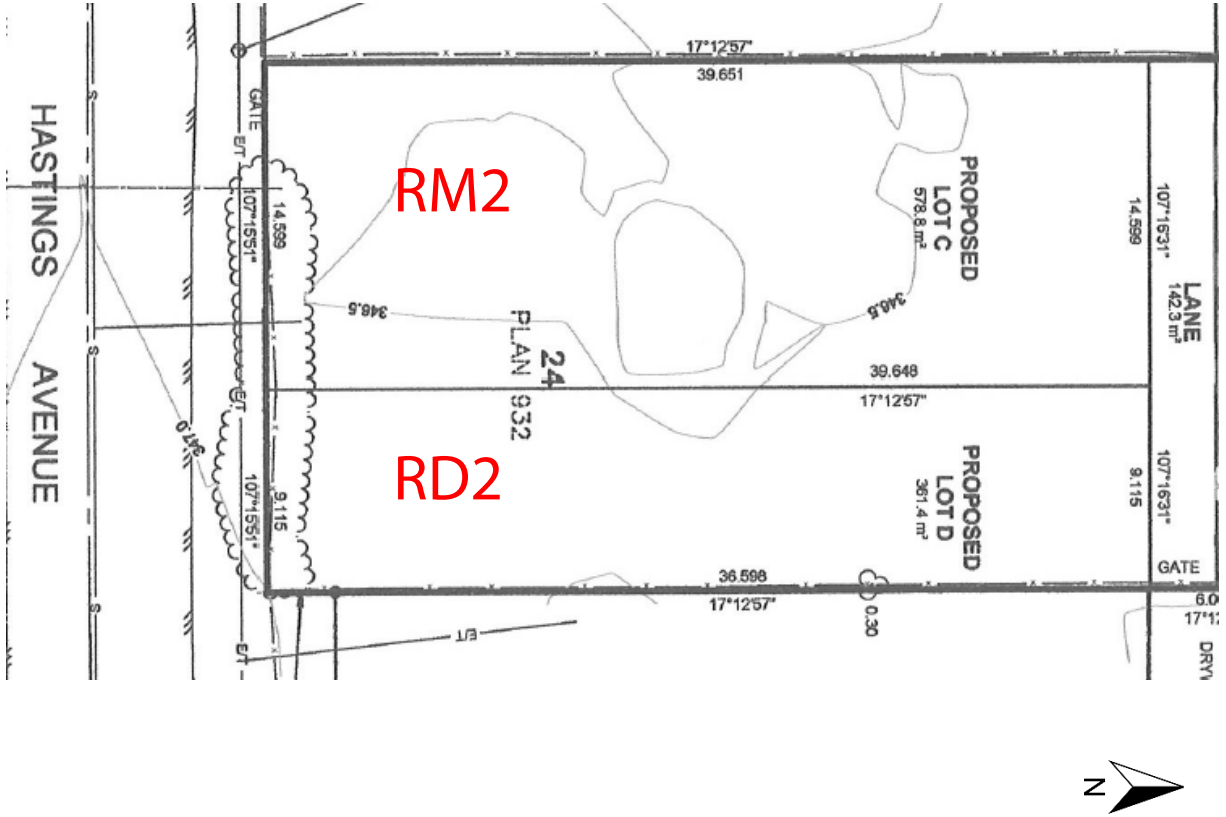
Dana Schmidt, Corporate Officer

337 Hastings Avenue

Rezone a portion of the lot from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing) and add the following site specific provisions to the RM2 zone:

- Minimum lot width of 14.6m;
- Floor Area Ratio (FAR) of 0.90;
- Maximum Lot Coverage of 48%;
- Maximum Building Height of 7.0m;
- Minimum Interior Side Yard of 1.6m; and
- Waive the requirement for one (1) visitor parking space, and

Rezone a portion of the lot from R2 (Small Lot Residential) to RD2 (Duplex: Housing Lane)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-64

Date: _____ **Corporate Officer:** _____

Council Report

penticton.ca

Date: September 4, 2018 File No: PRJ2018-076
To: Peter Weeber, Chief Administrative Officer
From: Nicole Capewell, Planner 1
Address: 290 Bassett Street
Subject: **Zoning Amendment Bylaw No. 2018-65**
Development Variance Permit PL2018-8211

Staff Recommendation

Zoning Amendment Bylaw

THAT "Zoning Amendment Bylaw No. 2018-65", a bylaw to rezone Lot 9, Block 125 District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 1175, Except Plan B4668, located at 290 Bassett Street, from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing), be given first reading and be forwarded to the September 18, 2018 Public Hearing;

AND THAT prior to adoption of "Zoning Amendment Bylaw No. 2018-65", a 3.0m x 3.0m corner cut for lane dedication at the south east corner of the property be registered with the Land Title Office;

Development Variance Permit

THAT delegations and submissions for "Development Variance Permit PL2018-8211" for Lot 9, Block 125 District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 1175, Except Plan B4668, located at 290 Bassett Street, a permit to waive the requirement to provide one (1) visitor parking space, be heard at the September 18, 2018 Public Hearing;

AND THAT Council consider "DVP PL2018-8211" following the adoption of "Zoning Amendment Bylaw No. 2018-65".

Excess and Extended Service

THAT Council, in accordance with Section 507 of the *Local Government Act*, require the full construction of the lane along the south and east sides of the property tying the works into Bassett Street, representing an excess and extended service.

Strategic Objective

The subject application demonstrates that it is aligned with the Council Priorities of Community Building and Economic Vitality. The application represents smart growth by increasing density in areas where existing services are in place, and in areas close to transit, commercial and employment centers.

Background

The subject property (Attachment 'A') is currently zoned R2 (Small Lot Residential), and is designated for multi-family low density (MFLD) by the City's Official Community Plan. The site currently has a single family

house which was constructed in approximately 1900. Photos of the site are included as Attachment 'D'. A demolition permit was issued in June 2018 to remove the existing house in preparation for the proposed development.

The intention of the applicant is to demolish the existing single family dwelling and construct a five-unit townhouse. The proposed townhouse units will have a mix of two and three bedroom units and are approximately 1,000 sq. ft. units. The proposed building features a mix of building materials and large landscaping buffer areas along the north and west property lines.

The surrounding neighbourhood has a mix of housing types and residential zones including single family dwellings, duplexes, townhouses and small scale apartment buildings (Attachment 'B'). There is a mix of zoning currently in place to accommodate this mix of housing. This neighbourhood is desirable being close to an elementary school, the downtown core, Okanagan Lake, the Community Centre, the South Okanagan Events Centre, and is located on a local residential street, with sidewalks on both sides of the street.

Proposal

The applicant is proposing that the subject property be rezoned from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing), to facilitate the development of a five-unit townhouse. The applicant is proposing to demolish the existing single family dwelling prior to beginning construction.

Secondly, the applicant is requesting a variance to waive the requirement to provide one (1) visitor parking space.

The applicant will be required to attain a Development Permit for the proposed development, as the property is located within the Downtown Multiple Family Development Permit Area. This will be issued by staff at a later date, should Council support the rezoning application.

Technical Review

This application was reviewed by the City's Technical Planning Committee. No significant issues arose in the process. Typical frontage upgrades and servicing requirements have been identified for the Building Permit stage of the project, if rezoning and variance permit applications are supported by Council. The proposed building is required to conform to the BC Building Code. These items have been communicated to the applicant.

Financial Implication

The application does not pose any significant financial implications to the City. Development costs are the responsibility of the developer. The developer will be paying for the upgrade of a City lane that is deemed to be in poor condition at their cost.

Development Statistics

The following table outlines the proposed development statistics on the plans submitted with the rezoning application:

	Requirement RM2 Zone	Provided on Plans
Maximum Lot Coverage:	40%	37%
Maximum Density:	0.8 Floor Area Ratio (FAR)	0.75 Floor Area Ratio (FAR)
Vehicle Parking:	6 (1 per unit, plus 0.25/unit for visitor parking)	5
Required Setbacks Front Yard (Bassett St): Side Yard (north): Side Yard (south): Rear Yard (east):	 3.0 m 3.0 m 3.0 m 6.0 m	 3.0 m 3.0 m 3.0 m 7.17 m
Maximum Building Height	12 m	9.27 m
Other Information:	• The Development Permit will be issued by Staff	

Analysis

Support Zoning Amendment Bylaw

The OCP designation for the subject property is MFLD (Multiple Family Low Density), which supports townhouse developments. Staff consider that the zoning amendment to allow for the proposed development represents best use of the land for the following reasons:

- The proposal is consistent with OCP policy that promotes infill residential development as an appropriate method of maximizing the use of land and increasing housing choices for Penticton residents.
- The OCP encourages densification in areas where existing services can accommodate higher densities.
- The subject property is within walking distance to the downtown, nearby schools, community center, South Okanagan Events Centre, Okanagan Lake beach and transit routes.
    - The close proximity to these services encourages more walking and other active forms of transportation
- The proposal would provide a mix of 2- and 3-bedroom townhouse units, which can serve a wide spectrum of potential home owners/occupants

The plans submitted are conceptual in nature and an application for a development permit will be required prior to any approval for construction on the lands. The development permit drawings will have more details on the elevations, to include: building types, materials, colours. The development permit will also require a detailed landscaping plan from the applicant, which will review the landscaping on the property. The applicant has indicated that they will be developing the property should the rezoning and development variance permit be granted by Council. After which, the applicant will provide detailed drawings for the Development Permit, to be issued by Staff. The plans submitted show general conformance to Zoning Bylaw 2017-08.

Staff considers that the location of the site and characteristics of the surrounding neighbourhood make it appropriate for residential densification. Given the above, there is adequate policy to support the proposal to rezone from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing) and support is recommended for First Reading of "Zoning Amendment Bylaw No. 2018-65".

Deny Zoning Amendment Bylaw

Council may consider that the proposed development is not appropriate for the subject property. If this is the case, Council should deny First Reading of Zoning Amendment Bylaw No. 2018-65".

Development Variance Permit

Approve Development Variance Permit

When considering a variance to a City bylaw, staff encourages Council to consider whether approval of the variance would cause a negative impact on neighbouring properties and if the variance request is reasonable. The proposed variance is to waive the requirement to provide one visitor parking stall.

- The Zoning Bylaw requires one parking space per unit, plus 0.25 per unit for visitor parking. The proposed site plan only provides five parking spaces, which will meet the requirement for one parking space per unit, but does not provide the additional space for visitor parking. Therefore, a variance has been requested.
- The applicant has provided a design that includes a significant amount of landscaping and green space, which can be utilized and enjoyed by the occupant(s) of the units. Attempting to provide more parking on the site would take away from the proposed design and landscaping being proposed.
- Allowing larger greenspaces can be associated with the following benefits:
    - Regulating temperatures (dark heat-absorbing materials such as concrete and brick can increase city temperatures)
    - Manage water resources as green infrastructure can capture stormwater runoff, filter out pollutants and recharge groundwater supplies.
- There is parking located on the street in front of the property. The width of the subject property is 17m, which could provide up to 3 off-street parking spaces for visitors.
- Through the provision of parking adjacent to the laneway, there will be no loss of existing on-street public parking spaces.
- Due to the ideal location of the property in relation to services and amenities, the property will promote walking and more active methods of transportation.

Given the above, staff find the variance request reasonable and recommend that Council support the application.

Deny Development Variance Permit

Council may consider that the proposed variance will negatively affect the neighbourhood, in particular the adjacent neighbours. Council may decide that the applicant should adjust the site plan to provide an additional parking space for visitor parking. If this is the case, Council should deny the variance.

Alternate Recommendations

1. THAT Council deny first reading of "Zoning Amendment Bylaw No. 2018-65" and deny support for DVP PL2018-8211.
2. THAT Council give first reading to "Zoning Amendment Bylaw No. 2018-65", but deny support for DVP PL2018-8211.
3. THAT Council give first reading to "Zoning Amendment Bylaw No. 2018-65", and give support for DVP PL2018-8211 with conditions that Council feels are appropriate.

Attachments

Attachment A:	Subject Property Location Map
Attachment B:	Zoning Map of Subject Property
Attachment C:	Official Community Plan Map of Subject Property
Attachment D:	Images of Subject Property
Attachment E:	Letter of Intent
Attachment F:	Conceptual Site Plan
Attachment G:	Conceptual Elevations
Attachment H:	Draft Development Variance Permit (DVP)
Attachment I:	Zoning Amendment Bylaw No. 2018-65

Respectfully submitted

Nicole Capewell
Planner 1

Approvals

Director Development Services	Chief Administrative Officer
AH	PW

Attachment A – Subject Property Location Map



Figure 1 – Subject Properties Highlighted in Red

Attachment B – Zoning Map of Subject Property

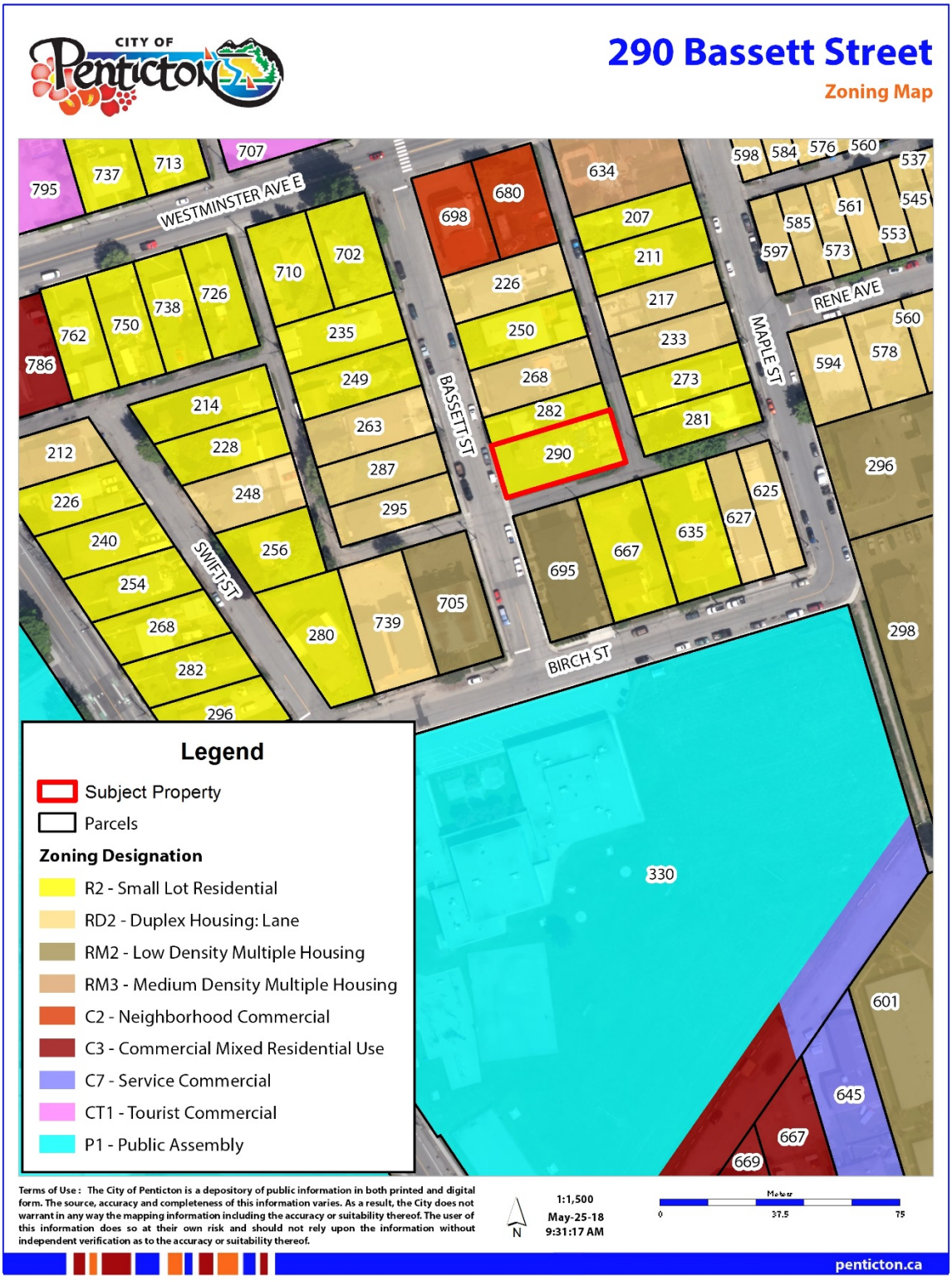


Figure 2 – Subject Properties Currently Zoned R2 (Small Lot Residential)

Attachment C – Official Community Plan Map of Subject Property

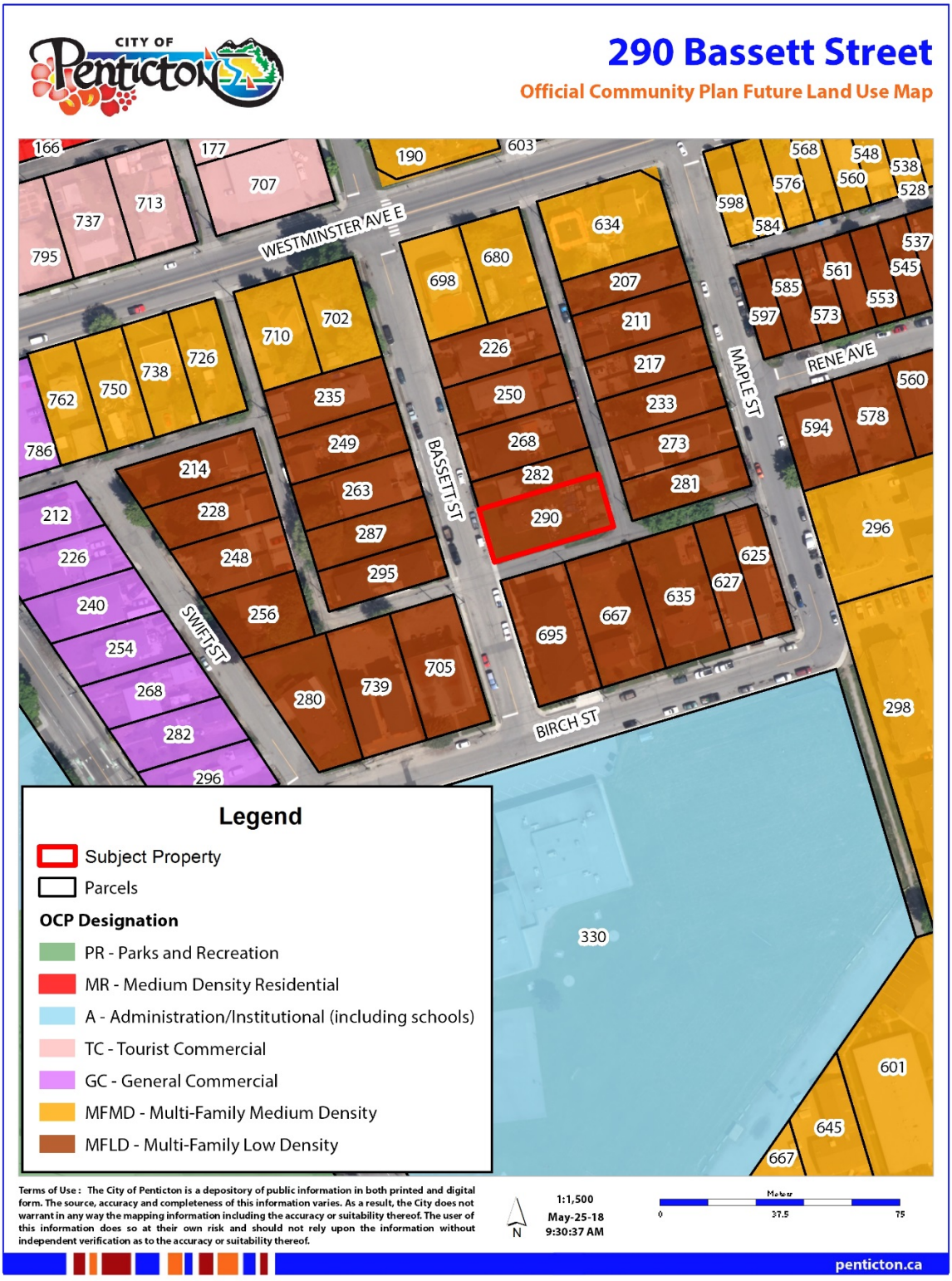


Figure 3 – Subject Properties Currently Designated as MFLD (Multi Family Low Density) within Official Community Plan

Attachment D – Images of Subject Property



Figure 4 – Looking toward front of 290 Bassett St from the south west corner of property



Figure 5 – Looking toward lane along south property line of 290 Bassett Street



Figure 6 – Looking toward 290 Bassett St from south property line (from lane)

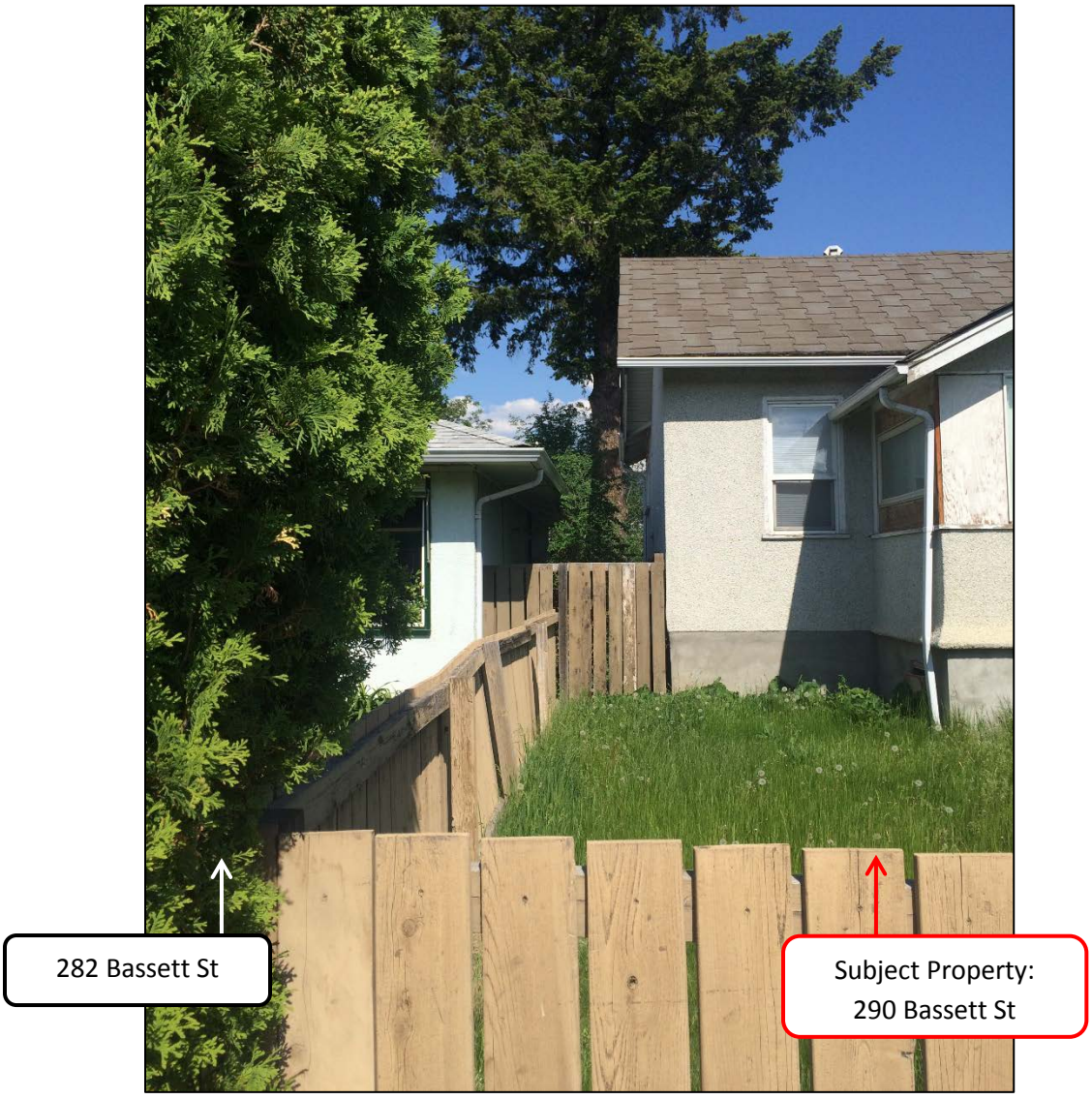


Figure 7 – Looking down the northern property line of 290 Bassett St from Bassett Street



Figure 8 – Looking at 290 Bassett St from Bassett Street

Attachment E – Letter of Intent

290 Bassett St.

Rezoning and development variance permit.

August 10, 2018

Blake Laven, Planning Manager
City of Penticton
171 Main Street
Penticton, BC V2A 5A9

Dear Blake Laven,

We are proposing to construct a five-unit townhouse development at 290 Bassett St. The proposed project will require a rezoning to allow for townhouses and variances to visitor parking requirements.

Our intent is to build 3x three-bedroom units and 2x two-bedroom units. The goal of the project is to provide affordable infill housing units for potentially young families or first time home-buyers. We believe this lot is an ideal location to attract the young buyer, due to the close proximity to schooling and downtown. Similarly, our project would fall under the lot designation in the Official Community Plan, which is *MFLD- Multi-Family Low Density.*

Under the zoning bylaw, the lot is currently designated as R2- Small Lots Residential, which we propose to rezone to *RM2- Low Density Multiple Housing* to allow for townhouses. We would also like to remove the requirement for visitor parking which is a total of one parking space. We are able to provide five parking spots, which meets the requirement of one parking spot per unit. With that said, we've managed to give each unit a private ground-level patio space, totaling 12m² for the two-bedroom units, and 16m² for the three-bedroom units. The development is also able to provide significant landscape buffers between the street, residential property to the north and lane to the south.

In conclusion, please accept the enclosed application package for 290 Bassett St. We would greatly appreciate your consideration in granting the request to rezone to RM2 and development variances for visitor parking.

Sincerely,

Jim Gallagher

Figure 9 – Letter of Intent

Attachment F – Conceptual Site Plan

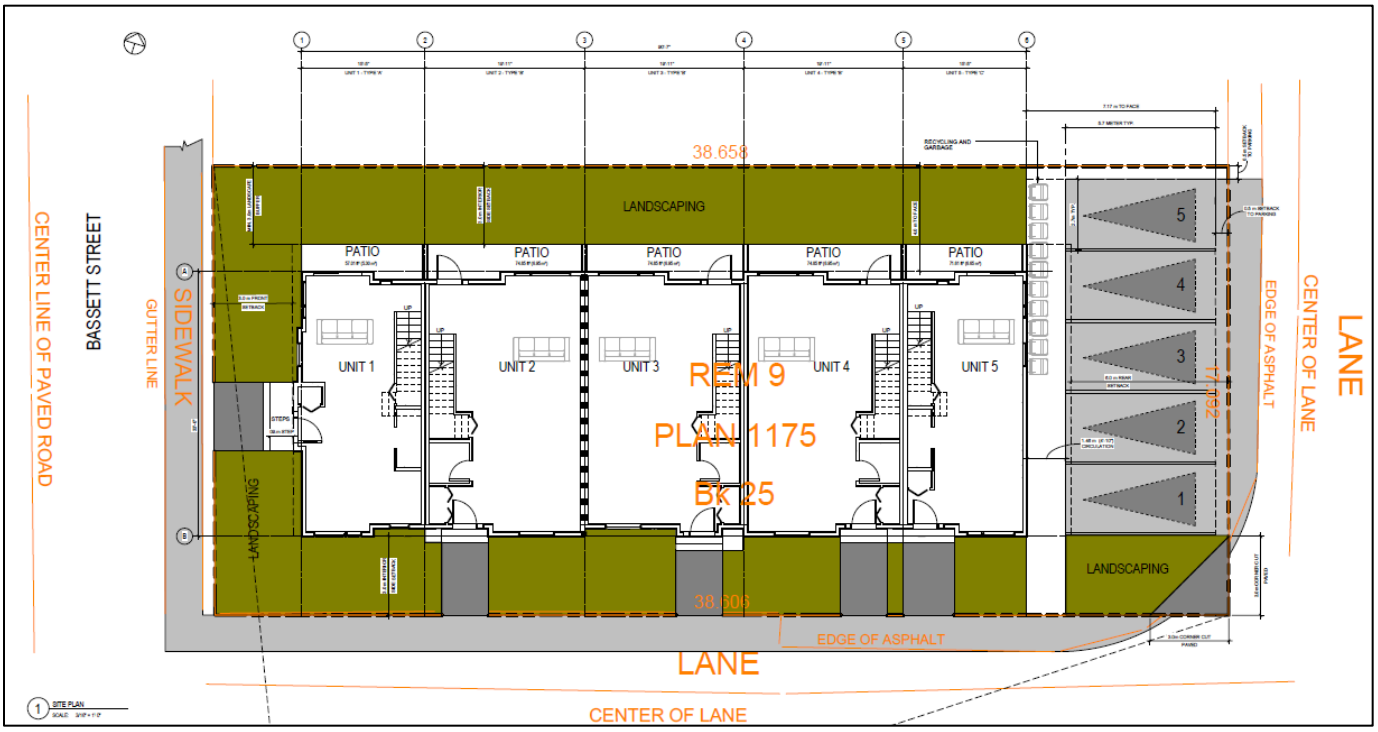


Figure 10 – Conceptual Site Plan

Attachment G – Conceptual Elevations



Figure 11 – Conceptual East Elevation



Figure 12 – Conceptual North Elevation



Figure 13 – Conceptual West Elevation



Figure 14 – Conceptual South Elevation

Attachment H – Draft Development Variance Permit (DVP)

City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Variance Permit

Permit Number: DVP PL2018-8211

Owner Name
Owner Address

Conditions of Permit

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

2. This permit applies to:

   Legal: Lot 9, Block 125 District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 1175, Except Plan B4668
   Civic: 290 Bassett Street
   PID: 002-279-100

3. This permit has been issued in accordance with Section 498 of the *Local Government Act*, to vary the following sections of Zoning Bylaw 2017-08 to allow for the construction of a five-unit townhouse:

   a. Section 6.5 (Table 6.5): to waive the requirement for one (1) visitor parking space.

General Conditions

4. In accordance with Section 501 of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule 'A'.

5. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

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

7. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.

8. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

DRAFT

Authorized by City Council, the _____ day of _____ 2018

Issued this _____ day of _____, 2018

_____

Dana Schmidt,
Corporate Officer

DRAFT

Page 2 of 2

The Corporation of the City of Penticton

Bylaw No. 2018-65

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

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 "Zoning Amendment Bylaw No. 2018-65".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot 9, Block 125 District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District Plan 1175, Except Plan B4668, located at 290 Bassett Street, from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing).

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	day of	, 2018
A PUBLIC HEARING was held this	day of	, 2018
READ A SECOND time this	day of	, 2018
READ A THIRD time this	day of	, 2018
RECEIVED the approval of the Ministry of Transportation on the	day of	, 2018
ADOPTED this	day of	, 2018

Notice of intention to proceed with this bylaw was published on the __ day of ____, 2018 and the __ day of ____, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Approved pursuant to section 52(3)(a) of the *Transportation Act*
this _____ day of _____, 2018

_____
for Minister of Transportation & Infrastructure

Dana Schmidt, Corporate Officer

Rezone 290 Bassett St. from R2 (Small Lot Residential) to RM2 (Low Density Multiple Housing)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-65

Date: _____ **Corporate Officer:** _____

Council Report

penticton.ca

Date: September 4, 2018 File No: DP PL2018-8360
To: Peter Weeber, Chief Administrative Officer
From: Blake Laven, Planning Manager
Address: 32 Backstreet Boulevard

Subject: **Development Permit PL2018-8360**

Staff Recommendation

THAT Council approve "Development Permit PL2018-8360", a permit for a six (6) storey, mixed use building, with 36 residential units and ground floor retail, on Lot 1, District Lot 202, Similkameen Division Yale District, Plan EPP72675, located at 32 Backstreet Boulevard;

AND THAT staff are directed to issue the permit.

Strategic priority objective

This project will add valuable residential units to the city's housing stock, supporting housing affordability in Penticton and meeting the strategic priority of creating a livable and affordable community. The proposed development supports the City's priority for downtown revitalization, in accordance with the Downtown Plan, and creation of a more walkable, liveable and sustainable community.

Background

At the regular meeting of Council on May 2, 2017, Council approved a development permit for the subject property for an eight (8) storey mixed-use building. The building featured a small retail unit on the ground floor with parking for the residential units. Floors two and three were intended for office commercial, comprising of 20,000 sq feet of new commercial space. The five upper floors were all intended to be residential, totaling 32 residential units. Approval of the permit was subject to the consolidation of the lots, which was completed shortly after Council's approval.

As per the letter of rationale for the design changes, attached for Council's reference as Attachment B, the proponents have cited two main reasons for the revised design. For one, the initial interest in the commercial/office space was strong, but without parking associated with the space no tenants could be secured. The second reason for the design change was to better reflect the residential market in Penticton. The original design featured larger "higher-end" units. The revisions show more modest units, which the proponents think will be more well received in the current real estate climate.

The revised plans, under Council's consideration at this time, show a six-storey building with 36 residential units. The ground floor is comprised of parking for the residential units and a small retail space. The retail

space is on the corner of Backstreet and the lane and will be in a very visible location from the Front Street/ Main Street intersection.

The architectural style of the building remains in-line with what was originally approved by Council, with similar building materials and colorings. There are however some major difference as can be seen from the images below. The main changes are the removal of the two office floors, which changes the street level façade from a three storey façade to a one-storey podium façade. Under the new plans, the second and upper floors are 'stepped' in. Large balconies are included on each unit giving the building visual interest and will provide activity to the building. The revised design also features a bricked feature on the east side of the building that was not originally included. This new design feature has also changed the roof line of the building.



Figure 1: Originally approved building form



Figure 2: Proposed building form

A full detail of the building design and compliance with the development permit area guidelines is outlined in the Analysis section below.

Proposal

The applicants are requesting that Council approve the revised development permit.

Project Specifications

The following table outlines the proposed development statistics shown on the plans submitted with the application:

Item	Requirement C5 Zone	Originally Provided on Plans	Revised Plans
Maximum Lot Coverage:	100%	100%	100%
Maximum Density:	6.0 FAR	5.14 FAR (32 residential units + 2000 sq feet office commercial)	3.2 FAR (36 residential units + 300 sq feet retail commercial)
Vehicle Parking:	32 stalls	32 stalls	36 stalls
Bicycle Parking ***Class I***	0.5 per unit (16)	32 stalls	40 Class 1

Class II	minimum 2 for commercial uses + 15 when over 250m^2 0.1 per unit(3)	8 stalls(Cash –in-lieu required for 9 stalls) 3 stalls	 2 Class 2
Required Setbacks: All yards	0.0 m	0.0 m	0.0 m
Maximum Building Height:	36.6 m	31 m	24 m
Other Information:	-The subject property is included in the "Downtown Enterprise Development Permit" area. - The DP includes a variance to the parking configuration. Under the proposal 36% (13 spaces) of required parking are shown as 'small car' parking. The zoning bylaw only allows 25 % (9 stalls) to be small car. This variance is being included as part of the development permit as per section 490(1)(a) of the *Local Government Act*		

Development Engineering Review

This application was originally considered by the City's Technical Planning Committee and reviewed by the Engineering and Public Works Departments. Usual frontage upgrades and servicing requirements were identified at that time. All of the same conditions that applied as part of the previous approval still apply.

This project will be contributing to the electrical undergrounding project, which will see all of the overhead electrical infrastructure in the lane fronting this property built into the lane. Those works are set to begin in September 2018.

Financial implication

The developer is responsible for all costs associated with the project, including building permit fees, development cost charges, service utility and electrical connections and frontage and lane improvements. These requirements have been communicated to the developer.

Analysis

Support for approval of Development Permit PL2018-8360

As was outlined in the earlier report to Council for this property (May 2, 2017), the use of these lands for residential and commercial purposes is in-line with the City's Downtown Revitalization Plan (2013) and Official Community Plan (2002) and will contribute significantly to creating a safer, more vibrant city centre.

The subject lands are included in the Downtown Enterprise Development Permit Area (DPA). That particular DPA recognizes the importance of a three block area in the downtown, which is intended to be held to a higher level of design consideration. Given the submission of new plans, which deviate in significant ways from what was previously approved by Council for these lands, staff can provide the following review of how the revised plans adhere to the guidelines:

Downtown Enterprise Development Permit Area **Objective:** to provide a high quality commercial and cultural node within downtown Penticton.	
Buildings and structures	
What the guidelines say	Provided on Plans
- Buildings should define a pedestrian ground floor - Building design should incorporate architectural detailing and variety in building finish - Front entrances should be well defined - Corner lot development should be of exemplary and of landmark character - Building finish should be consistent in terms of appearance and colour and the shape, roof line and building faces should be sufficiently varied to create visual interest and avoid a monotonous appearance. - Where buildings front a parking area, a second front is encouraged	- The plans show a building of high architectural quality, with attention paid to the pedestrian experience along Backstreet Boulevard. - Three entrances are featured to the building, with the main residential lobby and commercial unit accessed off of Backstreet and a secondary exit for the residential units located off the lane. - Lighting is included at the ground floor and CPTED principles were considered in the design. - A variety of building materials including brick, concrete, glass and metal have been incorporated into the design. - The scale of the building is appropriate for this location and will compliment neighbouring developments.
Parking and Access	
What the guidelines say	Provided on Plans
-Building guidelines listed above should apply to structured parking - Parking should be accessed from the lane where possible. - Parking and access should be safe and efficient. -Variances to parking may be considered provided one stall per dwelling unit is maintained.	- All parking is located within the building. The wall where the parking is located behind is effectively treated to reduce the appearance of a blank wall. - Variance to the number of small car spaces is shown
Screening and Landscaping	
What the guidelines say	Provided on Plans
- All areas where buildings are not located are to be landscaped with decorative landscaping. - Irrigation is required	- The building is proposed to take up 100% of the subject property. As such there are no opportunities for landscaping on the property. - There is some boulevard landscaping that will be improved after construction.
Signage	
What the guidelines say	Provided on Plans
- Signage should be integrated into the design of the building and compliment building design and finish	- Details still to come

In staff's review of this proposal, the architect has met the intent of the development permit area and has provided building plans that conform to the guidelines. The project is consistent with city policy. Given these considerations, staff are recommending that Council approve the amended development permit.

Deny/Refer

Council may feel that the proposed development does not meet the design guidelines contained with the OCP and should not be permitted to advance as a result. If this is the case, Council should deny the development permit application.

Alternatively, Council may wish to refer the proposed development back to planning staff with conditions that better reflect the OCP design guidelines, Council can forward back for staff review.

Attachments

Attachment A: Subject Property Location Map
Attachment B: Letter of rationale for design changes
Attachment C: Building Rendering
Attachment D: Permit for issuance

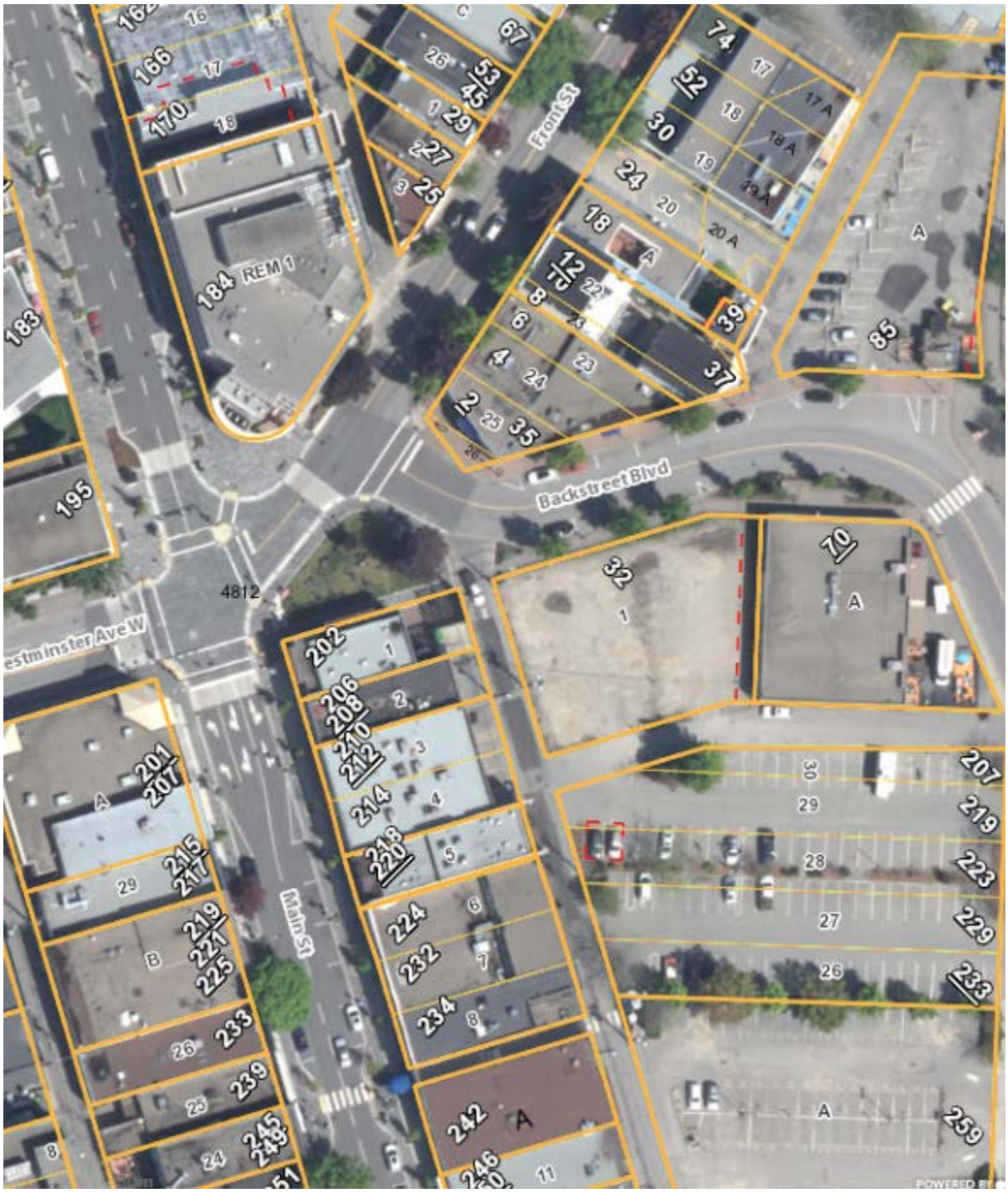
Respectfully submitted,

Blake Laven, MCIP, RPP
Planning Manager

Approvals

Director	CAO
AH	PW

Attachment A
Subject Property Location Map



Attachment B
Letter of intent from Architect

NORMAN GODDARD
architecture
ltd.

August 27, 2018

Mr. Blake Laven
Senior Planner
City of Penticton
171 Main St.
Penticton BC

Re: 36 unit development at 32-56 Backstreet Blvd

Thank you for accepting our revised drawing set illustrating the revised building design for 136 Backstreet. As we have discussed, the building has been reduced in height from eight storeys to six, the two office floors have been eliminated and the number of units has increased from 32 to 36. These changes were precipitated by recent increases in construction costs and an inability to secure long -term parking for commercial tenants. As well, the current housing situation in the South Okanagan has prompted the developer to offer moderate, rather than high-end, housing opportunities in Penticton. The proximity of second level residential units to the street as well as the articulation of the building wall with variegated louvers and lighting will enhance the Backstreet streetscape. A second level wrap-around trellis and architectural garage door screens are prominent features on the South Lane façade. As we know, a development permit has already been issued for the original taller building. Please note that the design presented in the enclosed drawings does not vary significantly from the original and, as with the previous submission, the developer is committed to constructing a quality building. Please refer to our August 9, 2018 letter for a zoning review. The louver reference image will be sent under separate cover.

Thank you for your assistance to date on this project. If you require additional information, please do not hesitate to contact our office.

Yours truly,

Norman Goddard
Architect AIBC

Norman L. Goddard, Architect AIBC
Suite 209 212 Main Street Penticton, BC V2A 5B1 norman@goddardarchitectureltd.com P: 250-488-0580

Attachment C
Renderings of proposed building



Figure 3: View of subject building from Backstreet Boulevard



Figure 4: Image of ground floor of proposed building, with boulevard landscaping shown

Attachment D
Permit for Issuance

City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Permit

Permit Number: DP PL2018-8360

Backstreet Development Corp., Inc. No. BC1122525
300-1055 West Hastings Street
Vancouver, BC
V6E 2E9

Conditions of Permit

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

2. This permit applies to:

   Legal: Lot 1, DL 202, SDYD, Plan EPP72675
   Civic: 32 Backstreet Blvd
   PID: 030-181-666

3. This permit has been issued in accordance with Section 489 of the *Local Government Act*, to permit the construction of an 8 storey building as shown in the plans attached in Schedule A.

4. In accordance with Section 490(1)a of the *Local government Act*, this permit varied Section 6.5.1.3 of Zoning Bylaw 2017-08 by increasing the amount of spaces to be considered 'small car' spaces from 25% of total spaces to 36% of the total spaces.

General Conditions

5. In accordance with Section 501(2) of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule A.

6. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.

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

8. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.

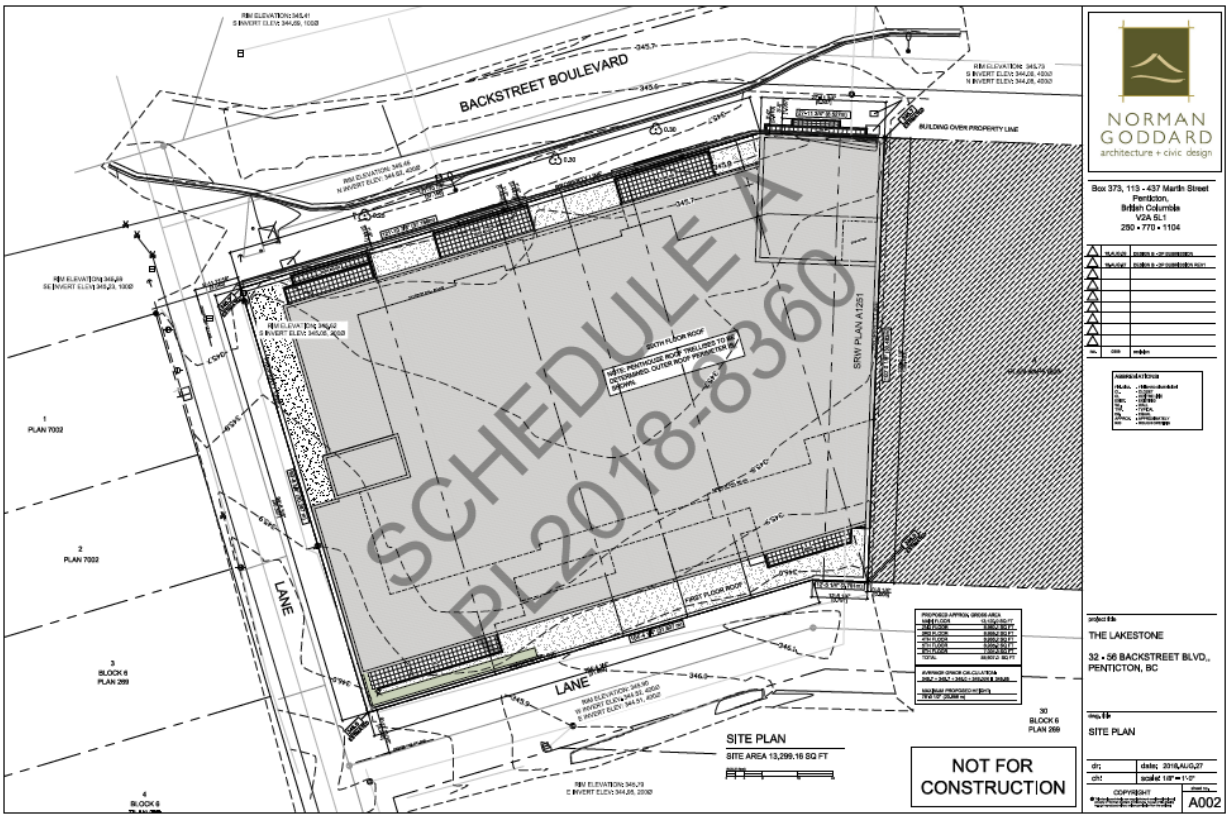
9. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development

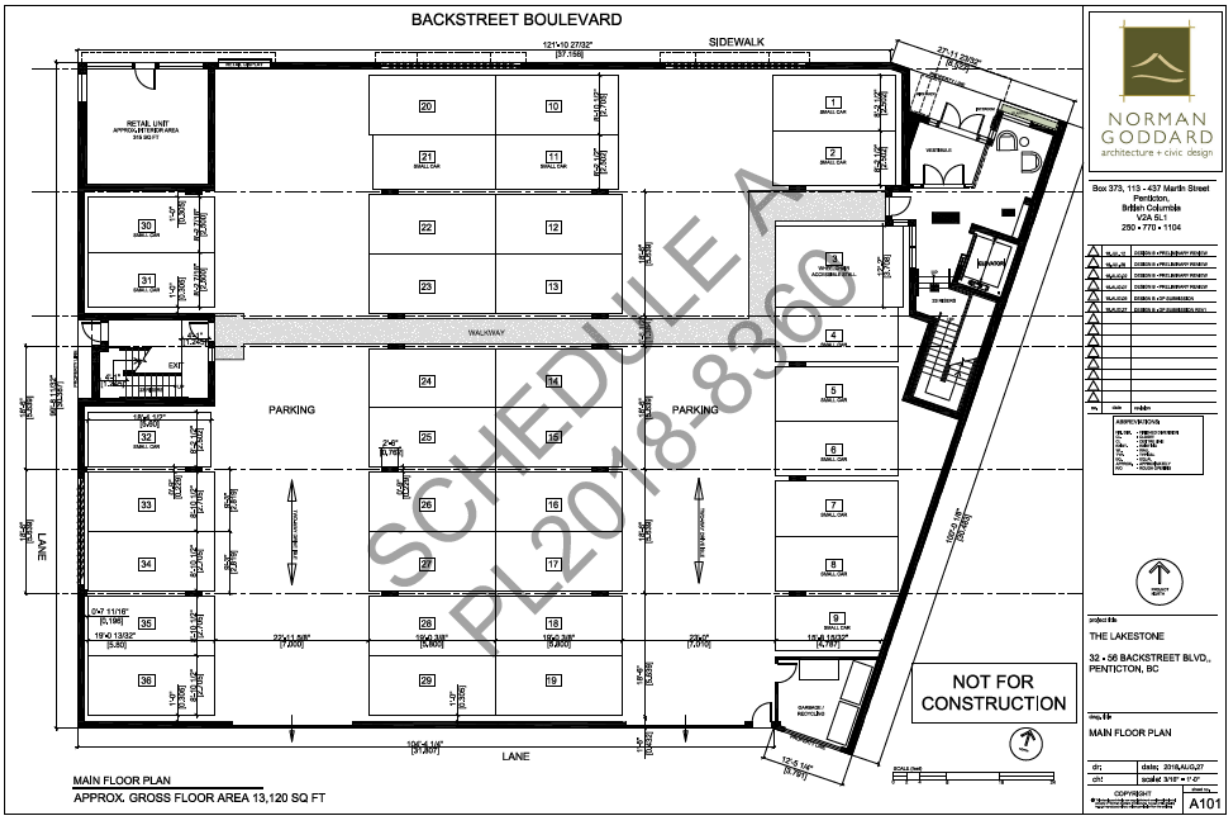
Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

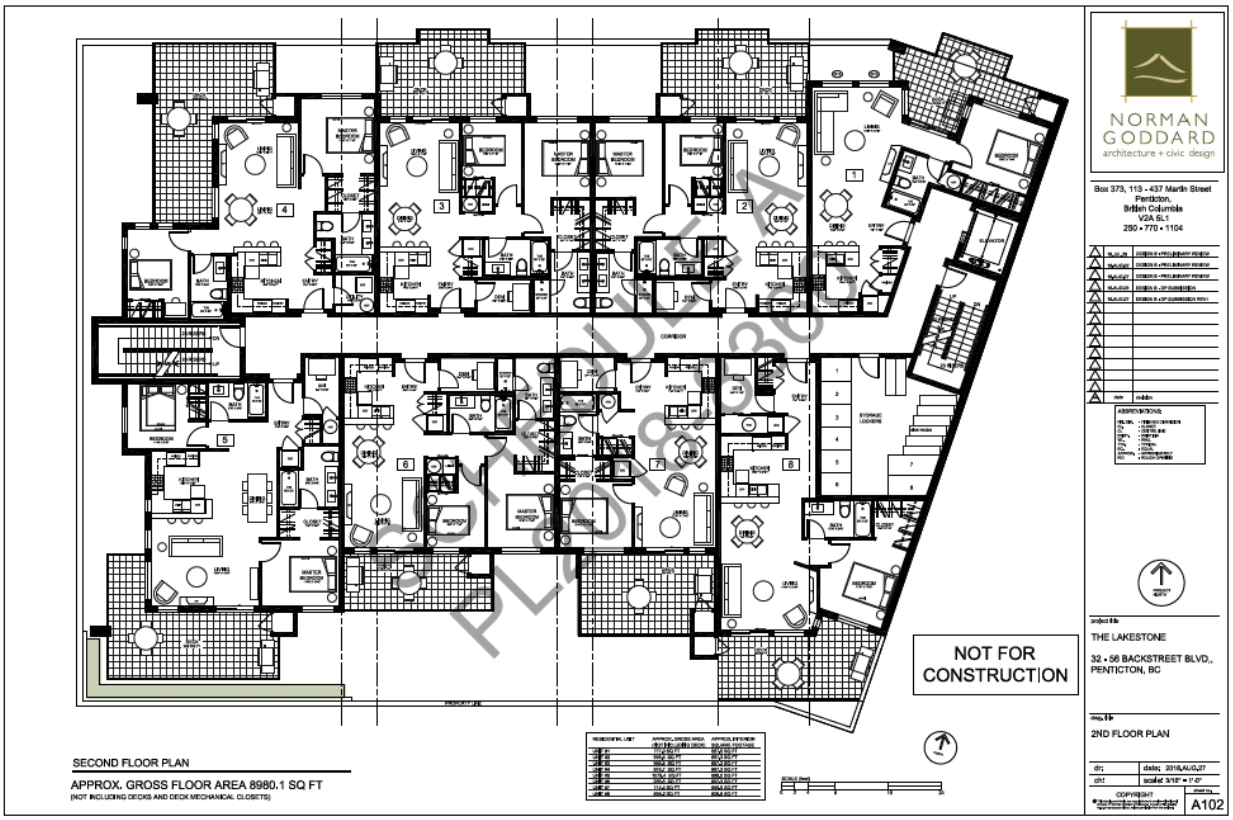
"Development Permit PL2018-8360" is hereby authorized by City Council, the 4th of September, 2018

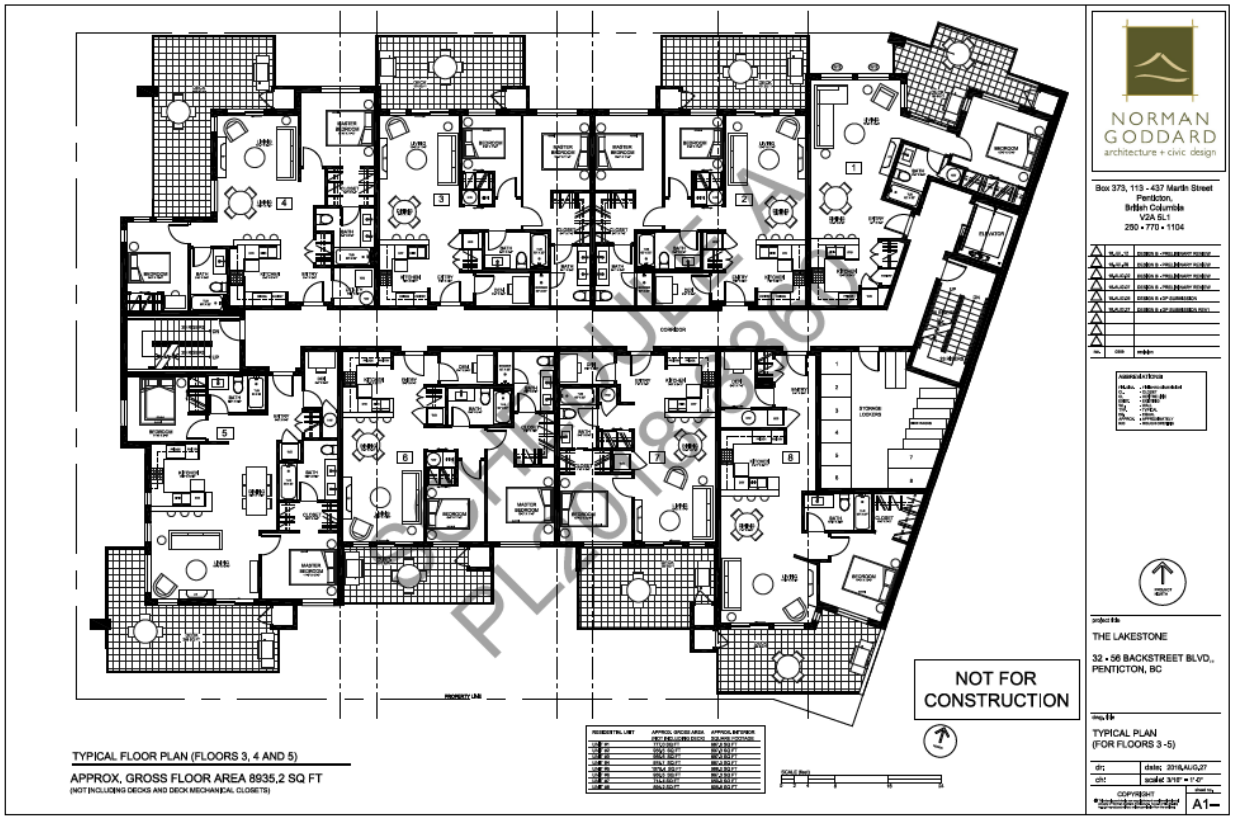
Issued this _____ day of _____, 2017

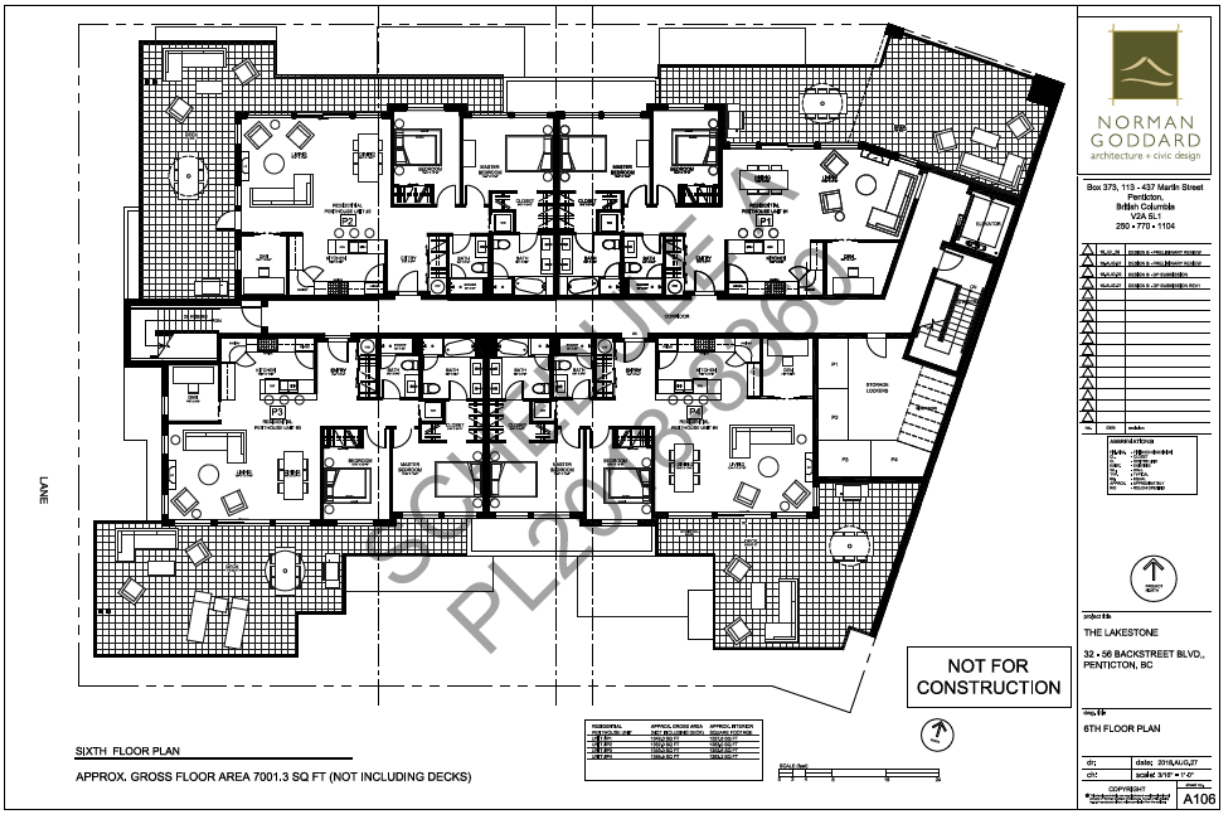
_____
Dana Schmidt,
Corporate Officer


BACKSTREET BOULEVARD
LANE
SITE PLAN
SITE AREA 13,299.16 SQ FT
NOT FOR CONSTRUCTION
SCHEDULE A
PL2018-8360
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 6L1
250 • 770 • 1104
THE LAKESTONE
32 • 56 BACKSTREET BLVD.,
PENTICTON, BC
SITE PLAN
A002


BACKSTREET BOULEVARD
SIDEWALK
RETAIL UNIT
WALKWAY
PARKING
PARKING
LANE
LANE
MAIN FLOOR PLAN
APPROX. GROSS FLOOR AREA 13,120 SQ FT
NOT FOR CONSTRUCTION
SCHEDULE A
PL2018-8360
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 6L1
250 • 770 • 1104
THE LAKESTONE
32 • 56 BACKSTREET BLVD.,
PENTICTON, BC
MAIN FLOOR PLAN
A101

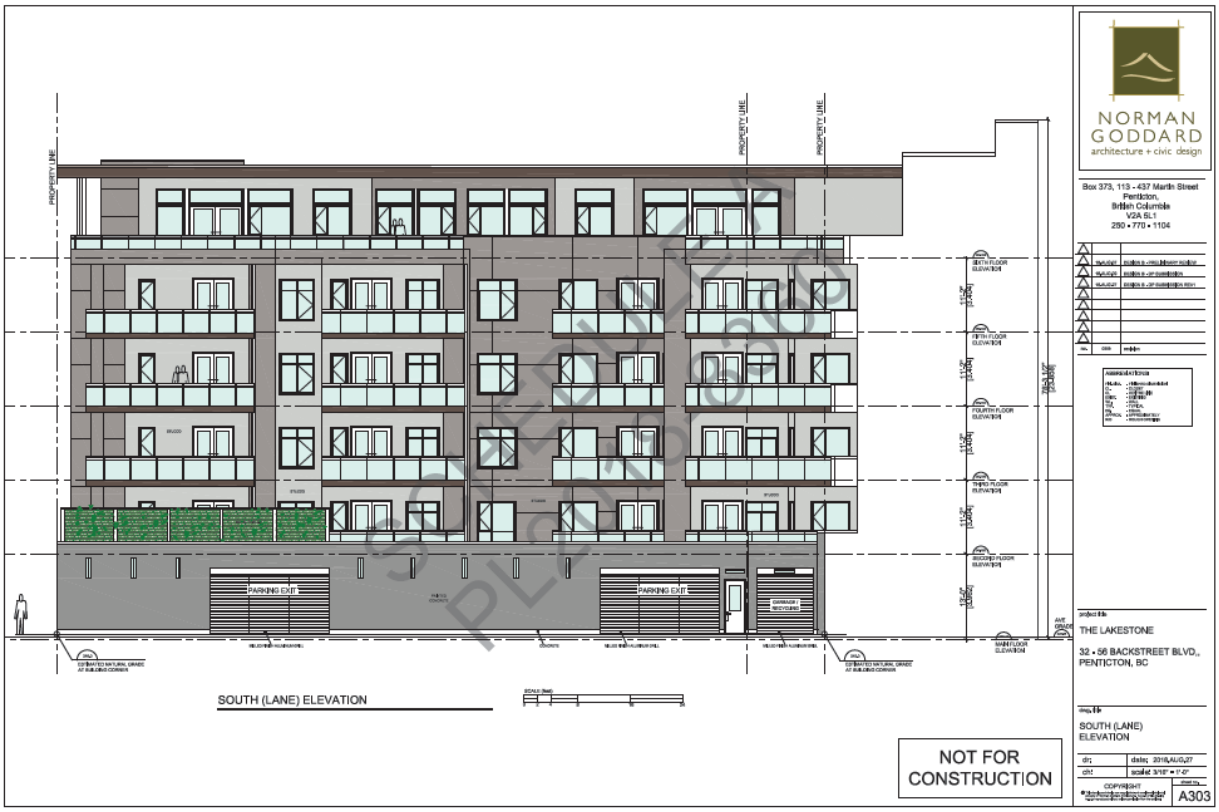

NOT FOR CONSTRUCTION
SECOND FLOOR PLAN
APPROX. GROSS FLOOR AREA 8980.1 SQ FT
(NOT INCLUDING DECKS AND DECK MECHANICAL CLOSETS)
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 6L1
250 • 770 • 1104
THE LAKESTONE
32 • 56 BACKSTREET BLVD.,
PENTICTON, BC
2ND FLOOR PLAN
A102

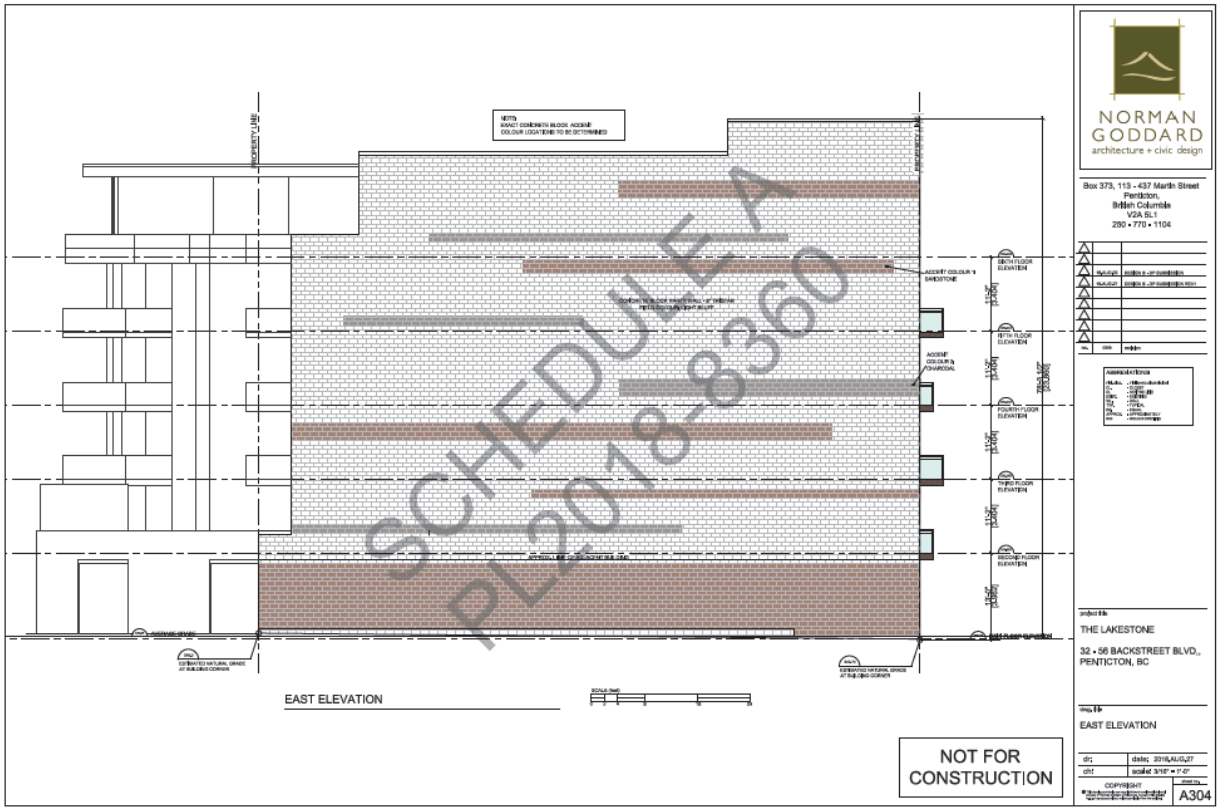

NOT FOR CONSTRUCTION
TYPICAL FLOOR PLAN (FLOORS 3, 4 AND 5)
APPROX. GROSS FLOOR AREA 8935.2 SQ FT
(NOT INCLUDING DECKS AND DECK MECHANICAL CLOSETS)
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 6L1
250 • 770 • 1104
THE LAKESTONE
32 • 56 BACKSTREET BLVD.,
PENTICTON, BC
TYPICAL PLAN
(FOR FLOORS 3 -5)
A1—


LANE
NOT FOR CONSTRUCTION
SCHEDULE A
PL20180360
SIXTH FLOOR PLAN
APPROX. GROSS FLOOR AREA 7001.3 SQ FT (NOT INCLUDING DECKS)
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 • 770 • 1104
THE LAKESTONE
32 - 56 BACKSTREET BLVD,,
PENTICTON, BC
6TH FLOOR PLAN
A106


PROPERTY LINE
RESIDENTIAL EXIT
RETAIL EXIT
NORTH (STREET) ELEVATION
NOT FOR CONSTRUCTION
SCHEDULE A
PL20180360
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 • 770 • 1104
THE LAKESTONE
32 - 56 BACKSTREET BLVD,,
PENTICTON, BC
NORTH (STREET) ELEVATION
A301


PROPERTY LINE
PROPERTY LINE
WEST (LANE) ELEVATION
NOT FOR CONSTRUCTION
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 • 770 • 1104
THE LAKESTONE
32 - 56 BACKSTREET BLVD.,
PENTICTON, BC
WEST (LANE) ELEVATION
A302
SCHEDULE A
PL20180360


PROPERTY LINE
PROPERTY LINE
PARKING EXIT
PARKING EXIT
SOUTH (LANE) ELEVATION
NOT FOR CONSTRUCTION
NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 5L1
250 • 770 • 1104
THE LAKESTONE
32 - 56 BACKSTREET BLVD.,
PENTICTON, BC
SOUTH (LANE) ELEVATION
A303
SCHEDULE A
PL20180360


NORMAN GODDARD
architecture + civic design
Box 373, 113 - 437 Martin Street
Penticton,
British Columbia
V2A 6L1
250 • 770 • 1104
THE LAKESTONE
32 - 56 BACKSTREET BLVD.,
PENTICTON, BC
EAST ELEVATION
EAST ELEVATION
NOT FOR CONSTRUCTION
A304
SCHEDULE A
PL2018-8360