Regular Council Meeting

to be held at the Penticton Trade and Convention Centre
273 Power Street, Penticton, B.C.
To view the Council Meeting, visit www.penticton.ca

Tuesday, September 7, 2021
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 17, 2021 Regular Council Meeting 1-9 Adopt

7. Consent Agenda:

   Recommendation: THAT Council approve the Consent Agenda. 10-17

   Consent Agenda:

   1. Minutes of the August 17, 2021 Committee of the Whole Meeting:

      Miller

   2. Special Parks and Recreation Advisory Committee Meeting Draft Minutes of August 24, 2021;

      Robinson


8. Committee and Board Recommendations

9. Correspondence

   9.1 Lakeshore Drive Neighbourhood Heritage Protection 18

10. Staff Reports:

    Kassian

    10.1 Community Climate Action Plan Update - Engagement 19-65

    Staff Recommendation: THAT Council receive the first draft of the 2021 Community Climate Action Plan into the record and direct staff to proceed to community engagement.
Location of Council Meetings

**Staff Recommendation:** THAT Council hold the September 21, October 5, October 19, November 2, November 16, December 7, 2021 Regular Council and November budget meetings at the Penticton Trade and Convention Centre, 273 Power Street.

Animal Control Service Transition

**Staff Recommendation:**

1. THAT Council give first, second and third reading to “Animal Control Bylaw No. 2021-02”, a bylaw that repeals the Responsible Dog Owner Bylaw No. 2015-27, and establishes regulations for the proper care of animals in the community.

2. THAT Council give first, second and third reading to “Bylaw Notice Enforcement Amendment Bylaw No. 2021-16” and “Municipal Ticketing Information Amendment Bylaw No. 2021-17”, bylaws intended to give staff tools to enforce provisions of the new Animal Control Bylaw and Zoning Bylaw.

3. THAT Council support a mid-year budget amendment adding $14,000 to the 2021 Animal Control budget, reflecting an increase in the Animal Control Services / Facilities Manager Agreement contract resulting from the additional service levels with the transition from dog control to animal control.

4. THAT Council approve $20,000, from the capital reserve, for the improvements to the Animal Control facility to accommodate housing other animals and the ALERT program.

License to Use Agreement – Penticton Community Gardens Society

**Staff Recommendation:** THAT Council refer the renewal of a three year nominal License to Use (LTU) agreement to the Penticton Community Gardens Society for the use of a portion of 480 Vancouver Avenue (Vancouver Hill) to the Parks & Recreation Advisory Committee for their review and recommendation.

Development Cost Charges (DCC) Reserve Review

**Staff Recommendation:**

1) THAT Council approve the following debt payments to be funded annually from the applicable DCC reserves, amounts and terms as follows:
   i. **DCC Park Reserve** - $50,808, for the years 2021-2024, for the Munson Mountain land purchase;
   ii. **DCC Waste Water Reserve**
      a) $268,654, for the years 2021-2028, for the Lee Avenue Lift Station, Forcemain & Inlet Sewer Upgrades;
      b) $235,072, for the years 2021-2029, for the Wastewater Treatment Plant Expansion from LWMP;
   iii. **DCC Water Main Reserve**
      a) $134,327 annually, from years 2021-2028, for the Water Filtration Plant upgrade;
      b) $130,969 annually, from years 2021-2029, for the Water Filtration Plant upgrade.

2) THAT Council approve the following annual transfer amounts from the applicable DCC reserves, amounts, and terms as follows:
   i. **DCC Parks Reserve to the General Operating Surplus**:
      a) $107,462 annually, for the years 2021-2026, for the New Playing fields;
      b) $102,881 annually, for the years 2021-2024 for the Munson Mountain land purchase;
   ii. **DCC Waste Water Reserve to the Sewer Operating Surplus**
      a) $581,346 annually, for the years 2021-2028, for the Lee Avenue Lift Station, Forcemain & Inlet Sewer Upgrades;
      b) $173,060 annually, for the years 2021-2029, for the Wastewater Treatment Plant Expansion from LWMP;
      c) $223,083 annually, for the years 2021-2040, for the Water Filtration Plant upgrade.

3) THAT Council approve the following in relation to the Manitoba Street project:
   i. That annual loan payments of $10,207 for the years 2021-2024 be funded from the General Operating Surplus fund;
   ii. A one-time transfer from General Operating Surplus to the DCC Storm Reserve of $29,979 for overages above the maximum DCC eligible expenses.
4) THAT Council approve transfers of $1,582,055 from the applicable DCC reserves to the applicable offsetting fund noted in the detailed summary in Attachment D.
5) AND THAT the Financial Plan be amended accordingly.

**Social Development and Emergency Support Services Update – September 2021**

**Staff Recommendation:** THAT Council receive into the record the full report titled “Social Development and Emergency Support Services Update – September 2021” and dated September 7, 2021.

**Mobilizing the Penticton Child Care Action Plan: Community Mobilization Group**

**Staff Recommendation:** THAT Council approve the terms of reference, as included in Attachment A, for the Penticton Child Care Action’s Community Mobilization Group;
AND THAT Council direct the Group to report to Council a minimum of every 18-24 months;
AND THAT Council direct staff to convene and coordinate the Group.

**Skaha Lake Marina: Request for Proposal**

**Staff Recommendation:** THAT Council approve the Skaha Lake Marina Request for Proposal as provided in Appendix A of the report dated September 7, 2021 titled “Skaha Lake Marina: Request for Proposal”.

**Three Year Transit Expansion Plan**

**Staff Recommendation:** THAT Council support the following Transit Service additions as part of the City’s Three-Year Transit Expansion Plan:
- Conventional Transit System
  - Expand service to Upper Wiltse via Route 1;
  - Expand Service to Sendero Canyon via Route 4;
- Custom Transit System
  - Expand Custom service by means of Taxi Supplement to align with Conventional Service span;
AND THAT the Convention Transit System expansion proposal for increasing the frequency of Route 5, be delayed until the completion of the BC Transit Future Plan process.

**Public Question Period**

**Recess to a Closed Meeting:**

**Resolution:** THAT Council recess to a closed meeting of Council pursuant to the provisions of the Community Charter as follows: Section 90 (1)
(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;
(b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
(g) litigation or potential litigation affecting the municipality;
90(2) (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;
(c) a matter that is being investigated under the Ombudsperson Act of which the municipality has been notified under section 14 [Ombudsperson to notify authority] of that Act.

**Reconvene the Regular Council Meeting following the Public Hearing at 6:00 p.m.**
14. **Bylaws and Permits:**

Laven 14.1 Official Community Plan Amendment Bylaw No. 2021-25
Re: 877 Westminster Avenue

15. **Land Matters:**

Capewell 15.1 Development Variance Permit PL2021-8940
Re: 182 Van Horne Street & 175 Abbott Street

Staff Recommendation: THAT Council deny “Development Variance Permit PL2021-8940” for Lot 10 District Lot 202 Similkameen Division Yale District Plan EPP91681, located at 175 Abbott Street, and Lot 4 District Lot 202 Similkameen Division Yale District Plan EPP91681, located at 182 Van Horne Street, a permit to vary Section 10.6.3.2 of Zoning Bylaw No. 2021-01, to allow vehicle access from the street for a duplex development.

Kunka 15.2 Request for Remedial Action Requirements
Re: 989 Kilwinning Street

Staff Recommendation: THAT Council, under the authority provided in section 73 of the Community Charter, declare the carriage house at 989 Kilwinning Street to be a hazardous condition as the structure is in contravention of City bylaws and potentially jeopardizes the health and safety of occupants and neighbouring properties;

AND THAT Council impose remedial actions and require the owners of 989 Kilwinning Street to do the following:

a. Obtain and complete a demolition permit to have the carriage house demolished;

b. Obtain and complete an interior alterations building permit to return the carriage house to its original use as a detached garage;

AND THAT Council set the time limit for completion of the required action as no later than 4:30 p.m. on January 31, 2022;

AND THAT Council, under the authority provided in section 17 of the Community Charter, direct staff to take appropriate actions if the owners fail to take the required actions on or before the date specified and recover all costs incurred by the City to bring the property into compliance at the expense of the owners by adding to the property taxes in accordance with section 258 of the Community Charter;

AND THAT a written request for reconsideration by Council may be received on or before 4:30 p.m. on September 28, 2021.

Collyer 15.3 Development Variance Permit PL2021-9081
Re: 160 Sendero Crescent

Staff Recommendation: THAT Council approve “Development Variance Permit PL2021-9081” for Lot 63 District Lot 2710 Similkameen Division Yale District Plan EPP72278, located at 160 Sendero Crescent, a permit to vary Section 5.4.2.1 of Zoning Bylaw 2021-01 to increase the maximum height of a retaining wall located within a required yard from 1.2m to 2.4m above approved grade;

AND THAT Council direct staff to issue the permit.

Collyer 15.4 Zoning Amendment Bylaw No. 2021-30
Re: 649 Burns Street

Staff Recommendation: THAT Council give first reading to “Zoning Amendment Bylaw No. 2021-30”, a bylaw to rezone the north 9.14 m portion of Common Property District Lot 202 Similkameen Division Yale District Strata Plan K654, located at 649 Burns Street, from ‘RM2 Low Density Multiple Housing’ zone to ‘RD2 Duplex Housing: Lane’ zone, to facilitate a two-lot subdivision and future development of one duplex building;

AND THAT Council forward “Zoning Amendment Bylaw No. 2021-30” to the September 21, 2021 Public Hearing.
Public consultation for OCP change from Parks to Detached Residential
Re: South Beach Drive and Sudbury Avenue

Staff Recommendation: THAT Council give staff direction to begin public engagement, including referral to the Parks and Recreation Advisory Committee, on the change in Official Community Plan (OCP) future land use designations from Parks to Detached Residential, for the following properties:

- Lot 4 District Lot 189 Similkameen Division Yale District Plan 5885 (270 South Beach Drive)
- Lot 5 District Lot 189 Similkameen Division Yale District Plan 5885 (274 South Beach Drive)
- Lot 6 District Lot 189 Similkameen Division Yale District Plan 5885 (278 South Beach Drive)
- Lot A District Lot 189 Similkameen Division Yale District Plan EPP71324 (280 South Beach Drive)
- Lot 1 District Lot 189 Similkameen Division Yale District Plan 6179 (286 South Beach Drive)
- Lot A District Lot 189 Similkameen Division Yale District Plan EPP54210 (292 South Beach Drive)
- Lot 1 District Lot 189 Similkameen Division Yale District Plan 6172 (298 South Beach Drive)
- Lot 2 District Lot 189 Similkameen Division Yale District Plan 6172 (300 Sudbury Avenue)

AND THAT the engagement results and recommendation from the Parks and Recreation Committee, are presented back to Council prior to introduction of OCP and zoning amendment bylaws.

16. Notice of Motion

16.1 From Councillor Sentens on August 17, 2021:

THAT Council proclaim that the City of Penticton is the “Festival Capital of the Okanagan Valley”.

Bauer 16.2 Introduction of budget related Notice of Motions for consideration at the October 5, 2021 Regular Meeting of Council

17. Business Arising

18. Council Round Table

19. Public Question Period

Question period is available to those in person and those participating electronically. If you are participating electronically and would like to ask Council a question with respect to items that are on the current agenda, please visit our website at www.penticton.ca to find the telephone number or Zoom link to ask your question before the conclusion of the meeting. Please do not try to join the meeting early, you will not be let in to participate electronically until Council approaches the Public Question Period. Watch the livestream on our website and prepare to call or join during the Business Arising.

20. Adjournment
Minutes

Regular Council Meeting
To be held electronically and at the Penticton Trade and Convention Centre,
273 Power Street, Penticton, B.C.

Tuesday, August 17, 2021
at 1:00 p.m.

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

Staff:   Donny van Dyk, Chief Administrative Officer
         Angie Collison, Corporate Officer
         Jim Bauer, General Manager, Finance & Administration
         Blake Laven, Director of Development Services
         Anthony Haddad, General Manager, Community Services
         Ian Chapman, Acting General Manager of Infrastructure
         Cheryl Hardisty, Senior Executive Assistant
         John Schappert, Legislative Assistant

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

250/2021
It was MOVED and SECONDED
THAT Council adopt the agenda for the Regular Council Meeting held on August 17, 2021 as presented.

CARRIED
Councillor Miller Opposed

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 2:20 p.m.

Councillor Watt left the meeting at 2:21 p.m.
6. **Adoption of Minutes:**

6.1 *Minutes of Council Meetings*

**251/2021**

**It was MOVED and SECONDED**

THAT Council adopt the minutes of the July 20, 2021 Regular Meeting, July 29, 2021 and August 9, 2021 Special Meetings of Council as presented.

CARRIED UNANIMOUSLY

7. **Consent Agenda:**

**252/2021**

**It was MOVED and SECONDED**

THAT Council approve the Consent Agenda:

1. Minutes of the July 20, 2021 Committee of the Whole Meeting;
2. Agriculture Advisory Committee Meeting Draft Minutes of July 21, 2021;
3. Safety and Security Advisory Committee Meeting Draft Minutes of July 26, 2021;
4. Release of items from Closed Meeting:
   THAT Council appoint Andrew Drouin to the Parks and Recreation Advisory Committee.
   THAT Council appoint Councillor Miller as representative to the Parks and Recreation Advisory Committee.
   THAT Council appoint Councillor Miller to the Penticton Public Library Board.
   THAT Council appoint Councillor Miller as alternate delegate to the Municipal Insurance Association of BC (MIABC).
   THAT Council appoint Councillor Katie Robinson and Councillor Miller as Directors to the Southern Interior Municipal Employers Association (SIMEA) and Tania Chaudry, Human Resources Manager as Alternate Director.

CARRIED UNANIMOUSLY

Councillor Watt returned to the meeting at 2:24 p.m.

8. **Committee and Board Recommendations**

8.1 *Safety and Security Advisory Committee Meeting Draft Minutes of July 26, 2021*

**253/2021**

**It was MOVED and SECONDED**

THAT the Safety and Security Advisory Committee recommend that Council send a letter to the province requesting assistance with clean-up efforts along Highway 97 and other non-City lands, and establish a Ministry of Transportation and Infrastructure (MOTI) ‘clean-team’ or other dedicated enforcement resource to respond to this growing issue.

CARRIED UNANIMOUSLY
9. Correspondence

9.1 BC Housing – Development Permit

John McEown, BC Housing was in attendance via zoom and provided further clarification on the correspondence that was submitted and to request that the Development Permit be approved without conditions.

254/2021

It was MOVED and SECONDED
THAT Council receive into the record the correspondence dated August 11, 2021 from BC Housing and direct staff to work with BC Housing on an agreement.

CARRIED UNANIMOUSLY

9.2 Pathways Addictions Resource Centre

Daryl Meyers, Executive Director was in attendance to ask Council for a letter of support for Pathways Addictions Resource Centre.

255/2021

It was MOVED and SECONDED
THAT Council provide Pathways Addictions Resource Centre a letter of support to accompany their application with Health Canada Substance Use and Addiction Program.

CARRIED UNANIMOUSLY

10. Notice of Motion:

10.1 Introduced by Councillor Miller on July 29, 2021:

256/2021

It was MOVED and SECONDED
THAT Council, due to the rising opioid crisis, send a letter to Susan Brown, CEO of Interior Health, with carbon copies to B.C. Health Minister Adrian Dix and Penticton MLA Dan Ashton, requesting that traditional funding to Pathways Addictions and Resource Centre of $500,000 annually be restored effective immediately.

CARRIED UNANIMOUSLY

10.2 Councillor Sentes introduced the following Notice of Motion for consideration at the next meeting of Council.

THAT Council proclaim that the City of Penticton is the “Festival Capital of the Okanagan Valley”.

Council recessed at 3:13 p.m.

Council resumed at 3:27 p.m.
11. **Staff Reports:**

11.1 **Travel Penticton Society – Agreement Renewal**

257/2021

*It was MOVED and SECONDED*

THAT Council not support Travel Penticton Society’s request to become the Designated Recipient; AND THAT should the City be retained as Designated Recipient, the City will support the Travel Penticton Society’s increase in the MRDT from 2% to 3% MRDT; AND THAT the Online Accommodators Funds be allocated by the City of Penticton towards Affordable Housing; AND THAT Council direct staff to work with the Travel Penticton Society to develop a Fee for Service Contract the provision of Visitor Services and Destination Marketing and bring back for consideration as part of the Budget 2022 process; AND FURTHER THAT the Fee for Service Contract explicitly outline how the MRDT and Municipal funds will be allocated for the provision of:

- Destination Marketing;
- Convention Bureau;
- Visitor Services.

**CARRIED**

Councillor Sentes Opposed

11.2 **North Gateway Redevelopment and Investment Strategy Colliers International Real Estate Analysis**

Russell Whitehead and Christopher Kuno of Colliers International were in attendance via Zoom and provided Council with an overview of their real estate analysis regarding the North Gateway Redevelopment plan.

258/2021

*It was MOVED and SECONDED*

THAT Council receive into the record the report dated August 17, 2021 titled “North Gateway Redevelopment & Investment Strategy – Colliers International Real Estate Analysis”.

**CARRIED UNANIMOUSLY**

11.3 **Save Pond Hockey/BCHL 60th Anniversary Event Proposal**

Alex Welsman was in attendance and provided Council with an overview of the BCHL’s 60th Anniversary Event Proposal.

259/2021

*It was MOVED and SECONDED*

THAT Council endorse the Save Pond Hockey event to be hosted in conjunction with the British Columbia Hockey League 60th Anniversary event and direct $45,000 cash and $5,000 of in-kind funds in the 2022-2026 Financial Plan toward the operational costs of the event.

**CARRIED UNANIMOUSLY**
260/2021

It was MOVED and SECONDED
THAT Council approve the Deputy Mayor appointments as outlined in the report dated August 17, 2021 titled “2021 – 2022 Deputy Mayor Appointments”.

CARRIED UNANIMOUSLY

11.5 Commercial Aquatics Land Lease for the SkahaMarina

261/2021

It was MOVED and SECONDED
THAT Council direct staff to apply to the Ministry of Forests, Lands and Natural Resource Operations for an Aquatics Land Lease for a 30 year term over the property described as District Lot 4048s together with that part of District Lot 4017s, Similkameen Division of Yale District, containing 1.05 hectares, more or less, for commercial marina, restaurant, breakwater, seasonal boat storage and public use purposes;
AND THAT the Mayor and Corporate Officer be authorized to execute the application documents.

CARRIED UNANIMOUSLY

11.6 Continuing Penticton’s Enrolment in the Provincial Nominee Program (PNP)

262/2021

It was MOVED and SECONDED
THAT Council direct staff to apply to continue participating in the Government of British Columbia’s Provincial Nominee Program Entrepreneur Immigration;
AND THAT Council authorize the Corporate Officer to sign the Provincial Nominee Program Entrepreneur Immigration Enrolment Form and Declaration form;
AND THAT Council authorize the Corporate Officer to designate the Social Development and Economic Development departments as the City of Penticton’s Designated Contact(s);
AND THAT Council authorize the Mayor and Corporate Officer to sign and execute the Memorandum of Understanding with Penticton and District Multicultural Society doing business as South Okanagan Immigrant and Community Services, and Community Futures Development Corporation of Okanagan-Similkameen in Attachment B.

CARRIED UNANIMOUSLY

11.7 In-Year Grant Request

263/2021

It was MOVED and SECONDED
THAT Council approves a $2,575 cash grant to the Penticton Salvation Army Food Bank.

CARRIED UNANIMOUSLY

11.8 In-Year Special Event Grant Request

264/2021

It was MOVED and SECONDED
THAT Council approves a $4000 cash grant to the Penticton & District Community Arts Council for the annual Arts Rising Festival.

CARRIED UNANIMOUSLY

12. Public Question Period
13. **Recess into a Closed Meeting**

**265/2021**

*It was MOVED and SECONDED*  
THAT Council recess to a closed meeting of Council pursuant to the provisions of the Community Charter as follows: Section 90 (1)  
(b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;  
(g) litigation or potential litigation affecting the municipality;  
(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;  
90(2) (c) a matter that is being investigated under the Ombudsperson Act of which the municipality has been notified under section 14 [Ombudsperson to notify authority] of that Act.  

**CARRIED UNANIMOUSLY**

14. **Reconvene the Regular Council Meeting at 6:00 p.m.**

15. **Bylaws and Permits**

   15.1 **Road Closure Bylaw No. 2021-27**  
   Re: 3914 Valleyview Road  
   Delegations/Submissions: none

**266/2021**

*It was MOVED and SECONDED*  
THAT Council adopt “Road Closure (section of road adjacent to 3914 Valleyview Road) Bylaw No. 2021-27”.

**CARRIED UNANIMOUSLY**

   15.2 **Zoning Amendment Bylaw No. 2021-15**  
   Re: 583 Ellis Street

**267/2021**

*It was MOVED and SECONDED*  
THAT Council adopt “Zoning Amendment Bylaw No. 2021-15”.

**CARRIED UNANIMOUSLY**

   15.3 **Development Procedures and Delegation Amendment Bylaw No. 2021-28**  
   Re: Increasing Notification Distances from 45m to 100m for Development Applications

**268/2021**

*It was MOVED and SECONDED*  
THAT Council adopt “Development Procedures and Delegation Amendment Bylaw No. 2021-28”.

**CARRIED UNANIMOUSLY**
16. Land Matters

16.1 Official Community Plan Amendment Bylaw No. 2021-25
Re: 877 Westminster Avenue West

269/2021

It was MOVED and SECONDED
THAT prior to consideration of “Official Community Plan Amendment Bylaw No. 2021-25” and in accordance with Section 475 of the Local Government Act, Council considers whether 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;
5. The provincial or federal government and their agencies.

AND THAT consultation has begun with the above and is ongoing and will be reported back to Council prior to further readings of “Official Community Plan Amendment Bylaw No. 2021-25”;

AND THAT “Official Community Plan Amendment Bylaw No. 2021-25”, a bylaw that amends Map 1: Future Land Use of Official Community Plan Bylaw 2019-08, by changing the future land use designations from Tourist Commercial to Urban Residential, for:

1. Lot 1 District Lot 2 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 13891, located at 813 Westminster Ave West, and
2. Lot 2 District Lot 2 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 13891, located at 825 Westminster Ave West, and
3. Lot 1 District Lot 2 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 15658, located at 877 Westminster Ave West,

Be given first reading and be forwarded to the September 7, 2021 Public Hearing.

CARRIED UNANIMOUSLY

16.2 Temporary Use Permit PL2021-9056
Re: 813 Westminster Avenue West

The applicant was in attendance to speak in support of a two-year temporary use permit.

270/2021

It was MOVED and SECONDED
THAT Council approve “Temporary Use Permit PL2021-9056”, a permit to allow the use ‘motor vehicle sales and rentals’ for Lot 1, District Lot 2, Group 7, Similkameen Division Yale (Formerly Yale-Lytton) District, Plan 13891, located at 813 Westminster Ave West, for a one-year period.

CARRIED
Councillor Bloomfield and Watt Opposed
271/2021

It was MOVED and SECONDED
THAT Council approve “Development Variance Permit PL2021-9054” for Lot 5 District Lot 2710 Similkameen Division Yale District Plan KAP68490, located at 198 Barton Court, a permit to vary Section 5.4.2.1 of Zoning Bylaw 2021-01 to increase the maximum height of a retaining wall located within a required yard from 1.2m to 2.8m above approved grade; AND THAT Council direct staff to issue the permit.

CARRIED UNANIMOUSLY

272/2021

It was MOVED and SECONDED
THAT Council approve “Development Variance Permit PL2021-9050” for Lot 20 District Lot 251 Similkameen Division Yale District Plan 32668, located at 152 Greenwood Dr, a permit to vary Section 10.2.2.1.a of Zoning Bylaw 2021-01 to reduce the minimum lot width for a standard lot in the R2 zone from 13m to 12.1m; AND THAT Council direct staff to issue the permit.

CARRIED
Councillor Miller and Sentes Opposed

273/2021

It was MOVED and SECONDED
THAT Council approve “Development Variance Permit PL2021-9023”, for Lot 13 Block 23 District Lot 202 Similkameen Division Yale District Plan 774, located at 599 Burns Street, a permit to vary Sections 6.1.5.2 and 6.15.3 of Zoning Bylaw 2021-01 to reduce the width of one required parking space from 3.5m to 2.99m, for the conversion of an existing accessory building into a carriage house; AND THAT Council direct staff to issue “Development Variance Permit PL2021-9023”.

CARRIED UNANIMOUSLY

274/2021

It was MOVED and SECONDED
THAT Council approve “Development Variance Permit PL2021-9041”, for Lot 5 District Lot 115 Similkameen Division Yale District Plan KAP48734, located at 1753 Fairford Drive, a permit to vary the following sections of Zoning Bylaw 2021-01

1. Table 4.1: to increase the maximum projection of a deck into a rear yard from 3.0m to 4.12m; and
2. Section 8.1.4.1: to increase the maximum gross floor area of a secondary suite from 40% of the habitable floor area of the building to 49% of the habitable floor area of the building;

AND THAT Council direct staff to issue “Development Variance Permit PL2021-9041”.

CARRIED UNANIMOUSLY
16.7 Development Variance Permit PL2021-9030
Re: 250 Marina Way

275/2021

It was MOVED and SECONDED
THAT Council approve “Development Variance Permit PL2021-9030” for Common Property
Strata Plan KAS2971, located at 250 Marina Way, a permit to vary Section 5.4.1.1 of Zoning
Bylaw 2021-01, to increase the maximum permitted fence height on a property from 1.8m
(6ft.) to 2.5m (8ft.);
AND THAT Council direct staff to issue “Development Variance Permit PL2021-9030”.
CARRIED UNANIMOUSLY

16.8 Soil Use for Placement of Fill or Removal of Soil (ALR Soil or Fill Use PL2021-9036)
Re: 1147 Corbishley Avenue

276/2021

It was MOVED and SECONDED
THAT Council support “ALR Soil or Fill Use PL2021-9036”, for Lot 1 District Lot 187
Similkameen Division Yale District Plan KAP 80505, located at 1147 Corbishley Avenue, an
application to allow for the placement of fill within the Agricultural Land Reserve, subject to
the condition that the top soil is preserved;
AND THAT staff be directed to forward “ALR Soil or Fill Use PL2021-9036”, to the Agricultural
Land Commission (ALC) with support from Council, with the condition that the property
owner ensures the top soil is preserved.
CARRIED UNANIMOUSLY

17. Business Arising

277/2021

THAT Council send a letter to BC Housing advocating for the continued use of the location at
Skaha Sunrise, 2852 Skaha Lake Road, for Canadian Mental Health Association and their
services.
CARRIED UNANIMOUSLY

18. Council Round Table

19. Public Question Period

20. Adjournment

278/2021

It was MOVED and SECONDED
THAT Council adjourn the regular meeting of Council at 7:24 p.m.
CARRIED UNANIMOUSLY

Certified correct:               Confirmed:

_________________________________________  __________________________________________
Angie Collison                   John Vassilaki
Corporate Officer               Mayor

Minutes of August 17, 2021 Regular Council Meeting
Minutes

Committee of the Whole
to be held electronically and at the Penticton Trade and Convention Centre
273 Power Street, Penticton, B.C.
To view the Council Meeting, visit www.penticton.ca

Tuesday, August 17, 2021
Recessed from the Regular Council Meeting at 1:00 p.m.

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

Staff: Donny van Dyk, Chief Administrative Officer
Angie Collison, Corporate Officer
Blake Laven, Director of Development Services
Jim Bauer, General Manager, Finance & Administration
Anthony Haddad, General Manager, Community Services
Ian Chapman, Acting General Manager of Infrastructure
Cheryl Hardisty, Senior Executive Assistant
John Schappert, Legislative Assistant

1. **Call committee of the Whole to Order**

The Mayor called the Committee of the Whole meeting to order at 1:02 p.m.

2. **Adoption of Agenda**

**It was MOVED and SECONDED**

THAT the agenda for the Committee of the Whole meeting held on August 17, 2021 be adopted as presented.

**CARRIED UNANIMOUSLY**

3. **Delegations:**

3.1 **Canadian Mental Health Association – SOS Branch**

Leah Schulting and Jon Ferebee were in attendance and provided Council with a presentation highlighting the services that the Canadian Mental Health Association provides and their need to find a new space for their programs and services.
3.2 Frontenac Energy Proposal

Ian Chapman, Acting General Manager of Infrastructure introduced the Frontenac Energy proposal and Frontenac Energy team members.

Steve Neil was in attendance and Dave White and Gary Grahn joined via zoom to provide Council with an overview of their company, their processes and their plans to expand into the Penticton area. Public engagement will begin in the fall.

3.3 Travel Penticton

Thom Tischik and Jessica Dolan were in attendance and provided Council with an overview of Travel Penticton’s request for designated recipient status and to increase the MRDT to 3%.

4. Adjourn to Regular Meeting of Council

It was MOVED and SECONDED
THAT Council adjourn the Committee of the Whole meeting held August 17, 2021 at 2:20 p.m. and reconvene the Regular Meeting of Council.

CARRIED UNANIMOUSLY

Certified correct: John Vassilaki
Confirmed: Mayor

Angie Collison Corporate Officer
Special Parks and Recreation Advisory Committee Meeting  
held via Zoom  
Tuesday, August 24, 2021  
at 3:00 p.m.

Present:  Isaac Gilbert, Chair  
James Palanio, Vice Chair  
Andrew Drouin  
Drew Barnes  
John Archer  
Laura Harp  
Michaela Wooldridge  
Robert (Sandy) Ross  
Susan Fraser  
Tyson Bull

Council Liaison:  James Miller, Councillor

Staff:  Anthony Haddad, General Manager of Community Services  
Cheryl Hardisty, Senior Executive Assistant  
Jim Bauer, General Manager of Finance and Administration  
JoAnne Kleb, Public Engagement Program Manager  
Len Robson, Public Works Manager  
John Schappert, Legislative Assistant

Regrets:  Gary Dean  
Marc Tougas

1.  Call to Order

The Parks and Recreation Advisory Committee was called to order by the Chair at 3:01 p.m.

2.  Adoption of Agenda

It was MOVED and SECONDED  
THAT the Parks and Recreation Advisory Committee adopt the agenda for the special meeting held on August 24, 2021 as presented.

CARRIED UNANIMOUSLY

3.  Adoption of Minutes

It was MOVED and SECONDED  
THAT the Parks and Recreation Advisory Committee adopt the minutes of the May 17, 2021 meeting as presented.

CARRIED UNANIMOUSLY
4. **New Business**

4.1 *Skaha Lake Marina: Draft Request for Proposal Review – Anthony Haddad, General Manager Community Services*

The General Manager of Community Services presented an overview of the Skaha Lake Marina Draft Request for Proposal (RFP) including the services expected, the RFP process (based on a scored criteria looking at Financial Contribution and Viability, Benefit to the City and Community, Proponents Team, and Proponents Plan), and submission instructions and forms. An estimated timeline of this process was also provided and the opportunity for community input through Shape Your City was noted.

The floor was opened to the Committee for questions and comments. Members at Large asked if the timeline is too tight and what the process around performance review will look like. Staff responded that the timeline will depend on the improvements that are planned by the new operator and that performance will be reviewed to ensure that it is aligned with expectations, financial obligations are being met and so forth. Staff noted that a draft operating agreement will also be brought to the Committee to review. A Member of the Committee asked about the Capital Renewal Plan and staff responded that this highlights the capital investments that the City expects to see. A Committee Member asked about the clause regarding a similar sized building, and staff responded that there may be a variety of proposals that involve different options for the building. A Committee Member mentioned that ‘boat repair maintenance’ should not be weighted heavily in consideration as this is a component that can take place elsewhere. A Committee Member asked if there would be an opportunity for further review once proposals are submitted. Staff responded that the Committee and public will be provided with a copy of the actual Operating Agreement before any agreement is reached. A Committee Member asked how disputes with leaseholders are typically handled, and staff responded that a Dispute Resolution Process will be included in the Operating Agreement. A Committee Member asked about current users of the marina and how they might be impacted. Staff responded that the ‘Benefit to the Community’ criteria would take into account any adverse effects to the community that were included in any proposals.

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee recommend to Council that the Skaha Lake Marina Request for Proposal document be supported.

**CARRIED UNANIMOUSLY**

5. **Next Meeting**

The next Parks and Recreation Advisory Committee meeting is tentatively scheduled to be held on September 20, 2021 at 3:00 p.m.

6. **Public Question Period**

7. **Adjournment to a Closed Meeting**

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adjourn to a closed meeting pursuant to the provisions of the Community Charter as follows:

Section 90 (1) (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity.

**CARRIED UNANIMOUSLY**
Minutes

Safety and Security Advisory Committee Meeting

held via Zoom
Monday, August 30, 2021
at 10:30 a.m.

Present: Matt Taylor, Chair
Deirdre Riley, Vice Chair
Cheryl Watts
Lynn Allin
Susan Brown

Council Liaisons: John Vassilaki, Mayor
Katie Robinson, Councillor

Staff: Adam Goodwin, Social Development Specialist
Blake Laven, Director of Development Services
Tina Mercier, Bylaw Services Manager
Staff-Sgt Kirsten Marshall, RCMP
John Schappert, Legislative Assistant

Regrets: Aaryn Secker
Adam Power
Daryl Clarke
Nicolette Rodriguez

Delegates: Benjamin Walker and Sue Wheeler, City of Kelowna

1. Call to Order

The Safety and Security Advisory Committee was called to order by the Chair at 10:32 a.m.

2. Adoption of Agenda

It was MOVED and SECONDED
THAT the Safety and Security Advisory Committee adopt the agenda for the meeting held on August 30, 2021 as presented.

CARRIED UNANIMOUSLY
3. **Adoption of Minutes**

3.1 **Minutes of July 26, 2021 Safety and Security Advisory Committee**

**It was MOVED and SECONDED**
THAT the Safety and Security Advisory Committee adopt the minutes of the July 26, 2021 meeting as presented.

**CARRIED UNANIMOUSLY**

4. **New Business**

4.1 **Complex Needs Individuals**

The representatives from the City of Kelowna gave a PowerPoint presentation regarding Complex Needs Individuals, providing background information on the project, the role of the advocacy paper, the stakeholders currently involved, and the project timeline. They clarified the definition of people with complex needs (focus is on individuals experiencing overlapping mental health and substance use issues who experience homelessness) and identified the gaps that currently exist in the services being offered. They then highlighted the scale of the issue and noted items that will help shape improvements in services. They also provided the City of Kelowna’s business case considerations and the estimated financial support required from a capital and operating perspective. Kelowna plans on advocating for greater coordination of the applicable provincial ministries at September’s UBCM conference to see the recommendations of the paper implemented.

The floor was opened to the Committee for questions and comments. The Mayor asked roughly what percentage of individuals experiencing homelessness would fall under the definition of complex needs individuals and the City of Kelowna representatives responded that their research suggests that it would be at least 50%. A Member at Large asked whether the City of Penticton has conducted a Vulnerability Assessment Tool (VAT) analysis and asked what tools would be utilized to gain uptake of the suggested services among complex needs individuals. City of Kelowna representatives mentioned the VAT analysis has likely been done through BC Housing, and that uptake is being driven by providing the proper housing first, allowing individuals to focus on the other aspects of treatment. A Member at Large asked about the supports that would be offered for drug addictions, and the City of Kelowna representative answered that there are a variety of solutions depending on the individual to support them through their recovery. A Member at Large asked about the cost and how it would be shared between the City of Kelowna and the various provincial ministries involved. City of Kelowna representatives indicated that this was still to be determined.

4.2 **“Where Are We Now” Updates from Primary Service Departments**

- An update was provided by the Bylaw Services Manager.

- An update was provided by Staff-Sgt Marshall.

- An update was provided by the Social Development Specialist regarding the current wildfire situation.
4.3 Council Outcomes

The Director of Development Services discussed previous Council outcomes, noting that Council supported two additional RCMP officers immediately with a report hopefully coming back to Council prior to the budget process. He also mentioned that the letter that the Safety and Security Advisory Committee recommended be sent to Ministry of Transportation and Infrastructure would be sent out in the near future.

The floor was opened to the Committee for questions and comments. A Member at Large asked if some communication could be provided as a response to questions about camps that are being set up outside of City boundaries. Staff responded that they would do so.

5. Next Meeting

The Next Safety and Security Advisory Committee meeting is tentatively scheduled to be held on October 4, 2021 at 10:30 a.m. via Zoom.

6. Public Question Period

7. Adjournment

It was MOVED and SECONDED
THAT the Safety and Security Advisory Committee adjourn the meeting held on Monday, August 30, 2021 at 12:02 p.m.

CARRIED UNANIMOUSLY

Certified Correct:

______________________________
John Schappert
Legislative Assistant
Mayor and Council,

In consideration of current and future developments, we believe that the Lakeshore Drive neighbourhood be respected and protected for its immense heritage value in our community. Heritage of the area is well-documented and unarguable. Neighbourhood protection strategies are mentioned in many City of Penticton documents such as:

- City of Penticton OCP 2045 Section 4.6 Arts Culture and Heritage Language
- Penticton Heritage Registry 2009
- Arts, Culture and Tourism Strategy 2008
- Penticton Heritage Strategy 2005

As such, we are making the following motion to Mayor and City Councillors:

That staff research and provide recommendations regarding:

- City heritage policies (from Penticton and other similar communities) that clearly protect the history and character of homes and neighbourhoods
- Designating the Lakeshore Drive neighbourhood a Heritage Conservation Area
- Guidelines that ensure city planners and developers respect the historical character and design of future buildings in Penticton neighbourhoods, with particular attention to those neighbourhoods with a lengthy history in the community
- Standards that ensure an adequate level of natural elements/landscaping be included for development proposals in the neighbourhood to responsibly address climate change issues
- Height restrictions and setbacks are reviewed and adjusted to respect the specific street appeal and character of neighbourhoods
- Lane access upgrades and maintenance in affected densified neighbourhoods to manage influx of vacation rentals, increases in traffic and parking and address safety and emergency response concerns

Please email your receipt of this motion at your earliest possible convenience.

Sincerely
Viv and Dave Lieskovsky on behalf of the Lakeshore Drive and Churchill Street/Lane neighbours
Date: September 7, 2021  
To: Donny van Dyk, Chief Administrative Officer  
From: David Kassian, Community Sustainability Coordinator  
       JoAnne Kleb, Public Engagement Program Manager  

Subject: Community Climate Action Plan Update – Engagement

Staff Recommendation

THAT Council receive the first draft of the 2021 Community Climate Action Plan into the record and direct staff to proceed to community engagement.

Strategic priority objective

Vision: A vibrant, innovative, healthy waterfront city focused on sustainability, community and economic opportunity.

Community Vitality: The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

Executive Summary

In July of 2020, Council confirmed their priorities for the 2020-2022 term which included “identifying best management practices and strategies related to climate change adaptation and mitigation activities”. Since then, staff have applied for and were awarded a grant to update the City’s Community Climate Action Plans (Corporate Plan and Community Plan), originally created in 2011. The update sets revised energy emissions targets and recommend best practices and Penticton-specific solutions to achieve a more sustainable future for the corporate operations of the City and the overall community. The City began working with the selected consulting firm Community Energy Association (CEA) to begin development of the plans in early 2021. Staff are now ready share a draft with Council and are seeking direction to enter the next phase of the planning process, an engagement program to confirm the direction with the community.

Background

The climate is changing in British Columbia and globally, with studies showing the average global temperature increasing by over 1°C above pre-industrial levels. The Climate Projections Report for the Okanagan Region (2020) provides a local understanding of how our climate is projected to change by the
year 2050 and 2080. The findings of the report indicate that the Okanagan can expect significant changes to climate in the coming decades, including:

- Warmer temperatures year-round;
- Summers will be considerably hotter;
- Warmer winter temperatures;
- Increased precipitation across all seasons except summer;
- Summer is expected to remain the driest season, and become drier; and
- We can expect shifting seasons, with January temperatures in the future feeling like March of the past and May feeling like August of the past.

The weather trends of 2021, with early heat waves and summer drought conditions certainly align with the conclusions of the report.

The report makes it clear that human actions are exacerbating the changing climate and speaks to various different scenarios, showing the impacts that humans can have in reducing the impacts through lowering greenhouse gas (GHG) and GHG equivalent emissions. The report emphasizes that the time to plan for and implement actions and policies that lower greenhouse gas emissions is now. Significant effort towards lowering the energy use of the community has the potential to curb climate change and make a more resilient Penticton.

As a signatory community of the BC Climate Action Charter, Penticton has committed to carbon neutrality in corporate operations; to measure and report corporate greenhouse gas emissions; and to create complete, compact and energy-efficient communities. The Local Government (Green Communities) Statutes Amendment Act (Bill 27, 2008) also requires that each local government establish targets, plans, and strategies to do their part to mitigate climate change. This led to the creation of the City’s two Climate Action Plans (Community Climate Action Plan focusing on community wide initiatives and the Corporate Climate Action Plan focusing on City of Penticton corporate operations – buildings, fleet etc.). These plans were adopted in 2011 and led to many sustainability initiatives and successes. The plans, however, are now considered to be out of date and Council committed to the update of the plans in 2021.

Following the commitments to update the corporate and community climate action plans, the City, through a procurement process, hired the firm Community Energy Association (CEA), who are leaders in the field of climate action plan and community energy emission reduction plan development, to assist with drafting the new CCAP. The intent is to have the plans presented to Council for adoption in 2021. This work is also being reviewed and considered by Council’s Community Sustainability Committee.
As part of that update, an analysis of Penticton’s greenhouse gas emissions found that GHG emission levels increased by as much as 25 per cent since the City introduced its first Community Climate Action Plan in 2011. The focus of the analysis is on community generated emissions from three sources transportation, buildings and waste. Transportation emissions make up the greatest percentage of total emissions at nearly 50 per cent of the 250,000 tCO2e emitted in Penticton annually. Inefficient buildings are the second highest source of greenhouse gas emissions at about 35 per cent. Emissions from waste account for the remaining 15 per cent.

Another component of the analysis is annual energy expenditures in the Community, and in 2018 $140,295,000 was spent on heating and cooling buildings and mobility fuels. Passenger vehicles were responsible for 45% of energy expenditures in Penticton.

The new CCAP will provide a road map to a low carbon future, detailing specific actions, policies and funding sources that will lower community generated greenhouse gas emissions. A draft of the plan has been developed outlining these actions and policies. Staff are now proposing that this draft be shared with Council and the community. Staff’s recommendation contained in this report it to begin public engagement on the draft report.

The focus of this report and the draft prepared, focus solely on the community aspects of the Climate Action Plan update. Staff are currently developing a separate Corporate Climate Action Plan that will be presented to Council at a later date in 2021.

**Community Climate Action Planning Process**

The process of developing a modern Community Climate Action Plan, as outlined in the project plan, consists of four steps:

- Modelling and Analysis (complete)
  - Review and analyze community energy use and emissions in relation to the baseline year (2007)
  - Review impact of past initiatives that have lowered greenhouse gas emissions
  - Model “business as usual” projections
- Engagement (ongoing)
  - Facilitate stakeholder workshops to gather feedback on potential climate actions (complete)
  - Participate in existing community networks to continue public outreach (ongoing)
- Recommend Actions and Draft Plan (ongoing)
  - Draft actions and recommend targets based on engagement, modelling and analysis
  - Model the possible impact of new proposed actions and targets on energy use and emissions
  - Create an implementation strategy
- Deliver Final Plan (Q4, 2021)
Refine draft plan following feedback from staff, stakeholders and public engagement
Final presentation to Council

**Actions to Lower Greenhouse Gas Emissions**

The draft CCAP is attached to this report for Council information, but at a high level, the focus of the draft is to identify strategies and actions that lower greenhouse gas emissions across the transportation, buildings, and waste sectors by utilizing 6 ‘Big Moves’.

The 6 Big Moves are strategies identified in Figure 1, and provide an overview for the more detailed actions within each strategy.

Each strategy consists of a lever (infrastructure, policy and regulation, or engagement and outreach), timeframe to complete the action(s), approximate cost, and the staff member responsible for implementation. Each strategy has an estimated greenhouse gas reduction measured in tonnes of carbon dioxide emitted, or tCO2e. Understanding the costs and potential greenhouse gas reductions of each strategy will give leaders the tools they need to prioritize and implement the associated actions.

![Diagram of the 6 Big Moves to lower community GHG's](image)

*Figure 1: 6 Strategies or ‘Big Moves’ to lower community GHG’s*

The presentation of the materials in this manner will make it easy for the community to understand the role each individual can make in reducing the community’s overall GHG emissions.

**Community Engagement**
One of the main goals of the Community Climate Action Plan is to provide strategies and actions that the public can undertake to reduce their contributions to climate change. These actions often require a change in behavior or in some cases, a major financial investment by community members to implement. As a result, involving the community in identifying the strategies and actions and the supports they need to implement them is fundamental to the success of the plan.

The consulting team led the first phase of engagement involving the Community Sustainability Advisory Committee, First Things First Okanagan and other key stakeholders. Based on the input gathered through a series of workshops, the draft report was prepared. The City will lead the second phase of engagement to involve the broader community in confirming the direction of the plan.

Staff are planning a number of activities to raise awareness of this work, gather feedback and encourage buy-in as part of the development of the plan. The engagement period will be conducted between Sept. 8 and 26 and will include the following:

- A series of pop-up events where members of the community can speak to staff, review materials and share their feedback. The City will have its tent set up in Gyro Park on Sept. 11 and 18 between 9 am and 1 pm. Members of the Community Sustainability Advisory Committee will be invited to join staff for these sessions. Appropriate Covid-19 measures will be in place for these events.
- A random sample of the shapeyourcitzpenticton.ca database and a general community survey will be conducted to gather data on public opinion of the direction of the plan. FortisBC has generously donated Energy Saving Kits for prizes for participating.
- Activities are also planned to encourage youth involvement in the plan. A pop-up session will be held on Sept. 7 at Okanagan College as part of orientation day events.
- A Blue Skies and Butterflies Campaign is also planned to involve area schools. Staff will prepare packages for classrooms that include infographics for teachers and invites students to answer “What they would do to protect blue skies in Penticton?” Students will be given a seed paper butterfly to take home and encourage parents to participate.
- The City will also take advantage of two important climate action community events that are scheduled for September. In collaboration with First Things First Okanagan, the City will promote and participate in a 350 Canada march to raise awareness. Staff will have a tent set up at Gyro Park between 11 am and 2 pm to gather feedback of participants. On Sept. 24, the City will also collaborate with First Things First Okanagan’s activities in support of the Global Climate Strike. Details to be confirmed.
- A shapeyourcitzpenticton.ca page will be set up to host all information about the project and engagement opportunities. It will include educational resources such as a video presentation, infographics and relevant climate studies. It will also include the survey and a draft of the plan that residents can comment on.
- As is the City’s policy, print versions of relevant materials will also be available at the City’s engagement kiosks at City Hall and the Library for residents who are not online.

All of the feedback gathered will be shared with Council, the public, staff and the consulting team to support the completion of the plan.

**Financial implication**

There is no financial implication based on the recommendation of this report. The engagement activities are already included in the 2021 climate action plan update budget. Funding for the CCAP update comes from
internal sources as well as grants from external sources. A grant of $22,000 was received from FortisBC for the purpose of increasing resources to identify actions and policy that will lower the use of natural gas and electricity in the community. A grant of $20,000 was received from Emotive for the purpose of increasing resources to identify actions and policy that will encourage electric vehicle and active transportation in the community. The total estimated cost of the project is $110,000 (including both the Corporate and Community Plan updates).

The completed CCAP will be presented to Council in late 2021 and will contain actions and policies with estimated costs for implementation; however, there will be no binding financial implication when the plans are adopted. Example policies for financial support will be included in the CCAP and will be brought forward to Council for review and adoption in 2022.

Analysis

The project to update the City’s Community Climate Action Plan is on track to be completed this year as originally planned. A draft of the plan has been created outlining the policy changes, initiatives and funding sources that the City can utilize to effect real change in the level of GHG and GHG equivalent emissions in our community. Staff are recommending that Council receive the draft report into the record and direct staff to begin engagement on the draft as outlined in this report.

Attachments

Attachment A – Draft Penticton Community Climate Action Plan

Respectfully submitted,

David Kassian  
Community Sustainability Coordinator

JoAnne Kleb  
Public Engagement Program Manager

Concurrence

<table>
<thead>
<tr>
<th>General Manager/Director</th>
<th>Chief Administrative Officer</th>
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<tr>
<td>BL</td>
<td>DvD</td>
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DRAFT Penticton Community Climate Action Plan

City of Penticton
September 2021
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Acknowledgements

The Community Climate Action Plan (CCAP) was developed by the City of Penticton in collaboration with the Community Energy Association (CEA). Partial funding for this CCAP was provided by Fortis BC and Emotive. We would like to acknowledge the many individuals and organizations who participated in the development of this Plan. We truly appreciate your time and comment.

Leadership Team
David Kassian

City of Penticton Council

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Downtown Penticton Association
Lynn Allin

Penticton Residents
Eric Delorme
Randy Boras*

* Also part of the Community Sustainability Advisory Committee
Executive Summary

The City of Penticton Community Climate Action Plan (CCAP) carves a path towards a low carbon future: A future where City residents experience the benefits of a connected, healthy, and economically prosperous community while taking action on climate change and adapting to climate impacts.

The climate is changing in British Columbia (BC) and globally. The average global temperature has already increased by 1 degree Celsius (°C) above pre-industrial levels. The United Nations Intergovernmental Panel on Climate Change (IPCC) is urging a limit of 1.5°C warming, which would require global emissions to be net-zero by 2050.

The City of Penticton CCAP focuses on leveraging municipal powers to help residents, businesses, and visitors save energy, emissions, and money. It is residents and businesses in the City of Penticton that have the biggest role: A significant reduction in community greenhouse gas (GHG) emissions depends on their individual choices about how to get around, where to live, and how to handle food waste and yard material. The Plan lays out actions for transportation, buildings, waste, and organizational readiness. Actions fall into three categories:

- **Infrastructure**: Investments into the City of Penticton owned infrastructure that enable residents to make lower-emissions choices, such as active transportation networks and public charging stations
- **Policy**: Changes to City of Penticton policy and regulation that lead to energy and emission reductions in the community, such as requirements and incentives for enhanced energy efficiency in new buildings.
- **Engagement**: Outreach, education and incentives that inspire residents and businesses to make choices to reduce energy and emissions and prepare for a low carbon future.

The purpose of this Plan is to outline a practical approach for City of Penticton to use its municipal powers to help residents and businesses save energy and, by doing so, save money and reduce greenhouse gas emissions.
The Big Moves

The six Big Moves are broad categories of actions that have the biggest impact on reducing emissions in the community. The Big Moves focus on the types of emissions that are most in control of the local government and that are measured in the emissions inventory. The CCAP lays out strategies and actions under each of the six Big Moves.

- **Transportation**
  - **Shift Beyond the Car**: Encourage active & accessible transportation and transit
  - **Electrify Passenger Transportation**: Accelerate the adoption of zero-emission vehicles
  - **Decarbonize Commercial Transportation**: Support low-carbon options for medium and heavy-duty vehicles

- **Buildings**
  - **Step Up New Buildings**: Enhance energy efficiency and low carbon heating in new buildings
  - **Decarbonize Existing Buildings**: Support deep energy retrofits and fuel switching

- **Waste**
  - **Close the Loop on Waste**: Divert organics and capture value from waste

There is one more important category of actions – Organizational Leadership. This “seventh Big Move” is very important because it ensures that climate action becomes a part of regular decision-making and operational process within the City of Penticton. **Page 35**
Our Community’s Low Carbon Vision

During the CCAP planning process, community stakeholders went through a visioning exercise called “backcasting” to imagine what a low carbon future for City of Penticton could look like. We chose 2040 as our visioning year to allow for a slightly longer time horizon than 10 years but short enough to imagine the changes happening.

In 2040, emissions in the City of Penticton will be reduced by at least 65%. The water and the air we breathe will be cleaner and natural systems will be in thriving. In 2040, you will walk out the front door into a liveable community where concrete has dwindled and natural spaces are abundant. A variety of new mobility services are available to support the needs of all residents and visitors. Congestion is reduced and you arrive at your destination more efficiently. You can also choose to travel by e-bike, scooter or zero-emission public transit.

The air in Penticton is cleaner because there are far fewer cars on the street and most are electric. There is less noise and much more space for parks and pedestrian-only streets as active and alternative transportation has been prioritized.

People are trying out new types of living arrangements with more shared functions and spaces. More houses are built with wood, which makes them more comfortable to live in and much better for the climate than concrete buildings with less embodied carbon.

In addition to this community vision, workshop participants defined success for each major sector of community emissions:

<table>
<thead>
<tr>
<th>The Future of Transportation</th>
<th>The Future of Buildings</th>
<th>The Future of Waste</th>
</tr>
</thead>
<tbody>
<tr>
<td>A complete zero-emission transportation system connects our community and region.</td>
<td>Our community’s buildings are exceptionally energy efficient, and powered, heated and cooled with 100% renewable energy.</td>
<td>Our community diverts all of our organic waste, such as food scraps and yard trimmings, from landfills and recovers value from everything that enters the waste stream.</td>
</tr>
</tbody>
</table>
Where We’re Starting From
Understanding where we’re starting from is just as important as knowing where we want to get to. After visioning, the next phase of the “backcasting” approach identifies our starting point – the current state. Participants identified the current state of buildings, transportation, and waste in Penticton.

The City of Penticton is a medium-sized hub community in the Okanagan-Similkameen with a population of 37,000 people. The community is growing at a rate of 0.98% per year, with most growth occurring in the built-up area of the City and most new residential units are multifamily. About 50% of existing residential buildings are single-family homes, and 9% are low rise apartment buildings. Most residents get around by car and truck, however Penticton has Phase 1 completed of the Lake-to-Lake multi-use pathway connecting Okanagan Lake to Skaha Lake to improve active transport means. There is one DC fast charger in the community, and 14 locations with public Level 2 stations. There is currently no organic waste pick up service though residential yard waste pickup does exist. The City sells Class A biosolids compost produced through its wastewater recycling program. The Regional District of Okanagan-Similkameen is currently evaluating options for an in-vessel organics management facility for the purpose of collecting and composting food waste from commercial and residential sources.

Current Energy, Emissions and Costs by Sector
The current state of energy end emissions is shown in the graph below for each sector in 2018.

Passenger vehicles account for the greatest proportion of energy, emissions, and energy costs, at 37%, 49%, and 45%, respectively. When combined with commercial vehicles, transportation as a whole accounts for 55% of emissions in Penticton. Residential and commercial and small/medium industrial (CSMI) buildings account for about 15% each, and waste 14%. In 2018, the community spent about $136 million on energy. Since Penticton operates its own electrical utility though, a significant proportion of the $52 million of electrical expenditures are circulated back into the community.
Working Towards our Future Vision and Target

This CCAP carves a pathway towards Penticton’s low carbon vision and emissions reduction target of 50% below 2007 levels by 2030. The two graphs below compare the business as usual scenario with the fully implemented plan scenario.

The Business as Usual (BAU) scenario shows anticipated GHG emissions reductions due to policy commitments made by the Government of Canada and Province of BC.

By implementing this CCAP, Penticton reduces its emissions by 41% below 2007 levels, meeting the recommended target (40% below 2007), and the existing OCP target. In doing so, Penticton places itself as a leader in taking significant action on climate change.
## Plan Summary

<table>
<thead>
<tr>
<th>Big Move</th>
<th>Strategy</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Shift Beyond the Car</strong></td>
<td></td>
<td>Short</td>
</tr>
<tr>
<td><strong>SHIFT 1: Optimize land use planning tools to enable compact community growth</strong></td>
<td>SHIFT 1.1 – Optimize policies and bylaws for compact growth</td>
<td>Med</td>
</tr>
<tr>
<td><strong>SHIFT 2: Enable walking, cycling and other forms of zero emission mobility</strong></td>
<td>SHIFT 2.1 – Enable active transportation through plans and policies</td>
<td>Long</td>
</tr>
<tr>
<td><strong>SHIFT 2.2 – Build safe routes for walking, cycling and other forms of zero emission mobility</strong></td>
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<td>Med</td>
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<tr>
<td><strong>SHIFT 2.3 – Develop and deliver an active transportation outreach strategy</strong></td>
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<td>Long</td>
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<tr>
<td><strong>SHIFT 2.4 – Normalize car-free and zero-emission zones</strong></td>
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<tr>
<td><strong>SHIFT 2.5 – Promote micro e-mobility and on-demand mobility services</strong></td>
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<tr>
<td><strong>SHIFT 3: Promote transit ridership and support a zero emissions transit network</strong></td>
<td>SHIFT 3.1 – Collaborate with transit providers to promote transit ridership</td>
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<tr>
<td><strong>SHIFT 3.2 – Transition to a zero emissions transit network</strong></td>
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<tr>
<td><strong>Total GHG emissions reductions for this Big Move in 2030</strong></td>
<td></td>
<td>2,200 tCO₂e</td>
</tr>
<tr>
<td><strong>Electrify Passenger Transport</strong></td>
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<tr>
<td><strong>ELECTRIFY 1: Enable charging on-the-go</strong></td>
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<tr>
<td><strong>ELECTRIFY 1.1 – Design, fund and build a public EV charging network</strong></td>
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<td><strong>ELECTRIFY 2: Enable charging at home and work</strong></td>
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<tr>
<td><strong>ELECTRIFY 2.1 – Adopt EV-ready building requirements</strong></td>
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<tr>
<td><strong>ELECTRIFY 2.2 – Enable EV charging in existing residential and commercial buildings</strong></td>
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<tr>
<td><strong>ELECTRIFY 3: Encourage EVs through outreach and supportive policies</strong></td>
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<tr>
<td><strong>ELECTRIFY 3.1 – Develop and deliver an EV outreach strategy</strong></td>
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<tr>
<td><strong>ELECTRIFY 3.2 – Accelerate EV adoption through supportive policies and incentives</strong></td>
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<td><strong>Total GHG emissions reductions for this Big Move in 2030</strong></td>
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<td>14,900 tCO₂e</td>
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<td><strong>Decarbonize Commercial Transport</strong></td>
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<tr>
<td><strong>COMMERCIAL 1: Accelerate the adoption of ZEVs for commercial fleets</strong></td>
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<td><strong>COMMERCIAL 1.1 – Develop a Community Vision and Strategy</strong></td>
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<tr>
<td><strong>COMMERCIAL 1.2 – Engage Commercial and Industrial Stakeholders</strong></td>
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<tr>
<td><strong>COMMERCIAL 2: Lead by example by transitioning municipal fleet</strong></td>
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<tr>
<td><strong>COMMERCIAL 2.1 – Update corporate policies to prioritize low carbon options</strong></td>
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<tr>
<td><strong>Total GHG emissions reductions for this Big Move in 2030</strong></td>
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<td>140 tCO₂e</td>
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<tr>
<td>Big Move</td>
<td>Strategy</td>
<td>Timeframe</td>
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<tr>
<td><strong>Step Up New Buildings</strong></td>
<td>NEW BUILDINGS 1: Adopt Higher Steps of the Energy Step Code &amp; Low Carbon Approach</td>
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<tr>
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<td>NEW BUILDINGS 1.1 – Adopt the Energy Step Code</td>
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<td>NEW BUILDINGS 1.2 – Prioritize a low-carbon approach</td>
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<tr>
<td></td>
<td>NEW BUILDINGS 2: Build Industry Capacity</td>
<td>Long</td>
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<tr>
<td></td>
<td>NEW BUILDINGS 2.1 – Provide outreach and incentives</td>
<td></td>
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<td></td>
<td>NEW BUILDINGS 2.2 – Build industry capacity through training and coordination</td>
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<tr>
<td><strong>Retrofit Existing Buildings</strong></td>
<td>TOTAL GHG EMISSIONS REDUCTIONS FOR THIS BIG MOVE IN 2030: 2,000 tCO₂e</td>
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<tr>
<td><strong>Close the Loop on Waste</strong></td>
<td>EXISTING BUILDINGS 1: Improve Energy Efficiency and Enable Fuel Switching</td>
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<td></td>
<td>EXISTING BUILDINGS 1.1 – Encourage and enable deep energy retrofits</td>
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<td></td>
<td>EXISTING BUILDINGS 1.2 – Encourage and enable building electrification or renewable gas</td>
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<tr>
<td></td>
<td>EXISTING BUILDINGS 2: Build Industry Capacity and Increase Demand</td>
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<td></td>
<td>EXISTING BUILDINGS 2.1 – Establish a long-term marketing campaign</td>
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<tr>
<td></td>
<td>EXISTING BUILDINGS 2.2 – Build industry capacity through training and coordination</td>
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<tr>
<td><strong>WASTE 1: Divert Organics from Landfill</strong></td>
<td>TOTAL GHG EMISSIONS REDUCTIONS FOR THIS BIG MOVE IN 2030: 17,400 tCO₂e</td>
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<tr>
<td></td>
<td>WASTE 1.1 – Adopt policies that increase organics diversion</td>
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<td>WASTE 1.2 – Implement (or enhance) organics collection and processing</td>
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<td></td>
<td>WASTE 1.3 – Divert construction, demolition, agricultural, and industrial wood waste</td>
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<td></td>
<td>WASTE 1.4 – Develop and deliver a comprehensive zero-waste outreach program</td>
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<tr>
<td><strong>WASTE 2: Explore other Resource Recovery Technologies</strong></td>
<td>TOTAL GHG EMISSIONS REDUCTIONS FOR THIS BIG MOVE IN 2030: 20,600 tCO₂e</td>
<td></td>
</tr>
<tr>
<td></td>
<td>WASTE 2.1 – Evaluate and implement landfill gas capture</td>
<td></td>
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<tr>
<td></td>
<td>WASTE 2.2 – Evaluate and implement other resource recovery opportunities</td>
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</tr>
<tr>
<td><strong>Total Plan Reductions in 2030</strong></td>
<td>TOTAL GHG EMISSIONS REDUCTIONS FOR THIS BIG MOVE IN 2030: 57,200 tCO₂e</td>
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</table>
Introduction

Municipal Commitment
The City of Penticton, like most communities across British Columbia, is responding to climate change. City of Penticton signed on to the BC Climate Action Charter, which is a voluntary agreement between the Province of British Columbia, the Union of B.C. Municipalities, and individual local government signatories. Local governments commit to:

- Carbon neutrality in corporate operations;
- Measure and report their corporate greenhouse gas emissions; and
- Create complete, compact, and more energy-efficient communities.

Provincial legislation – the Local Government (Green Communities) Statutes Amendment Act (Bill 27, 2008) – also requires that each local government establish targets, plans, and strategies to do their part to mitigate climate change. Having an up-to-date plan such as this Community Climate Action Plan (CCAP) helps with this, and also makes City of Penticton ready to apply for funding from the Federal or Provincial governments and other funders to implement strategies in the plan.

Implementing the plan will result in numerous social, economic and environmental benefits to the community, as outlined in Figure 1.
Local governments take climate action by:

*The scope of this plan includes the elements on the left: mitigation, territorial emissions, and community emissions.

**What is the Community Climate Action Plan?**
Climate action consists of both reducing emissions, or *mitigation*, and preparing for the impacts of a changing climate, or *adaptation*. This Community Climate Action Plan (CCAP) is an important component of a local government’s overall climate action strategy, which should also include a plan to address emissions from the local government’s own operations and a climate adaptation plan.
The City of Penticton CCAP focuses on leveraging municipal powers to help residents and businesses save energy, emissions, and money. It is residents and businesses in City of Penticton that have the biggest role: A significant reduction in community greenhouse gas (GHG) emissions depends on their individual choices about how to get around, where to live, and how to handle food waste and yard material. Successful implementation of this plan depends on ongoing, sustained engagement to help residents and businesses sort through what their choices are and how those choices impact the direction of the community.

The Plan lays out actions across 7 Big Moves for transportation, buildings, waste, and organizational readiness.

<table>
<thead>
<tr>
<th>Shift Beyond the Car</th>
<th>Electrify Passenger Transportation</th>
<th>Decarbonize Commercial Transportation</th>
<th>Step Up New Buildings</th>
<th>Decarbonize Existing Buildings</th>
<th>Close the Loop on Waste</th>
<th>Organizational Leadership</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.png" alt="Bus" /></td>
<td><img src="image2.png" alt="Car" /></td>
<td><img src="image3.png" alt="Truck" /></td>
<td><img src="image4.png" alt="Building" /></td>
<td><img src="image5.png" alt="Water" /></td>
<td><img src="image6.png" alt="Waste" /></td>
<td><img src="image7.png" alt="Leadership" /></td>
</tr>
</tbody>
</table>

Actions fall into three categories of municipal powers:

<table>
<thead>
<tr>
<th>Infrastructure</th>
<th>Policy &amp; Regulation</th>
<th>Engagement &amp; Outreach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investments into the City of Penticton owned infrastructure that enable residents to make lower-emissions choices, such as active transportation networks and public charging stations.</td>
<td>Changes to City of Penticton policy and regulation that lead to energy and emission reductions in the community, such as requirements and incentives for enhanced energy efficiency in new buildings.</td>
<td>Outreach, education and incentives that inspire residents and businesses to make choices to reduce energy and emissions and prepare for a low carbon future.</td>
</tr>
</tbody>
</table>
**Targets for Reducing Our Emissions**

Community targets show the urgency of the challenge we are facing and the call to action to reduce our GHG emissions. Penticton’s long-term community target is aligned with the Province of BC’s targets.

Our recommended community targets are:

- 40% reduction in emissions below 2007 levels by 2030
- 100% reduction in emissions below 2007 levels by 2050

To meet the recommended 2030 target, Penticton needs to produce at least 89,300 fewer tonnes of greenhouse gasses in a year (relative to 2007 levels). The actions in this plan are projected to achieve annual emission reductions of 91,900 tonnes CO2e relative to 2007 (57,200 tonnes CO2e relative to the 2030 Business-As-Usual).

**Inventories: What is measured in this plan?**

Local governments have varying degrees of influence over different sources of emissions within their boundaries. Our emissions come from both ‘local’ sources (emissions that are created here) and ‘global’ sources from local consumption (emissions that include everything from the extraction of raw materials through to processing and transport as well as emissions that may be counted elsewhere but are still ultimately our emissions).

Penticton’s GHG reduction target references only local (territorial) emissions. These emissions are measured in the Energy and Emissions Inventory using the BC Methodological Guidance for Quantifying GHG Emissions. The major categories of emissions included in this inventory are: buildings (residential and commercial), transportation (passenger and commercial) and waste.

This plan does not comprehensively address large industrial operations (e.g. mining, sawmill), embodied carbon (the emissions associated with creating something), or life cycle emissions (how many GHGs are emitted over the lifetime of an energy source or object). This is outside of the scope of what municipalities can meaningfully address currently, but is an important thing for everyone to think about when they are buying goods or services. How was your item created, how far did it travel, how is it packaged? These are all important questions to consider when buying consumer goods.
Current Energy, Emissions and Costs by Sector and Fuel Type

Figure 3 shows energy consumption, GHG emissions and energy expenditure by sector in 2018.

The sectors are:

- Passenger vehicles
- Commercial vehicles
- Residential buildings
- Commercial and small-medium industrial buildings (CSMI)
- Waste

In 2018, for the whole community of Penticton:

- Total energy consumption was 4,650,000 GJ
- Total GHG emission were 236,000 tonnes of CO₂e
- Total energy expenditure was $136,000,000

Passenger vehicles account for 49% of Penticton’s GHG emissions and commercial vehicles account for 6%. The discrepancy in passenger vs. commercial vehicle emissions is due to the use of Kent Group retail gas station data to evaluate transportation fuel consumption, which is current to 2020, vs. the Provincial CEEI database, which was last updated in 2010. Though the Kent Group data does not include commercial cardlock stations, which would result in under-representation of commercial vehicle fuel consumption, the vast majority of transportation emissions are from passenger vehicles (80%). Therefore, given the two options, it was decided that the Kent Group data would be utilized. Residential and CSMI buildings each account for about 15% of GHG emissions, while waste accounts for 14%.

Passenger vehicles are also responsible for 45% of energy expenditure in Penticton. This is the money spent by Penticton residents at the pump filling the tank of their personal vehicles, and almost all of this money leaves the community. A lot of money is also spent on heating and operating residential and CSMI buildings, at 25% each. The majority of a residential energy bill is due to heating, and this can be quite a financial burden for many people.
It is interesting to note that waste has no energy consumption or expenditure associated with it in this inventory. Buildings and vehicles use various fuel sources such as natural gas, electricity, gasoline and diesel which cost money to purchase and contain a certain amount of energy. Waste does not use any fuel sources, but its decomposition in landfill does result in GHG emissions.

Figure 4 – Emissions (tonnes CO2e) and Energy Expenditure ($) by Fuel Source

Figure 4 shows Penticton’s emissions and energy expenditure in terms of fuel source rather than sector. Looking at emissions and expenditure in this way can reveal some interesting trends.

Mobility fuels are comprised of gasoline and diesel emissions from passenger and commercial vehicles. They comprise a large majority of community emissions and energy costs, at 55% and 50%, respectively. With respect to buildings, natural gas heating is a significant emission source in Penticton at 30% of all community emissions, however they only contribute 10% of costs. Electricity on the other hand, contributes 39% of community costs, yet less than 1% of emissions. This is because electricity used in Penticton has very low emissions associated with it, but it is more expensive per unit of energy that natural gas. Electricity is primarily used in buildings, but small amounts may be used in other sectors, such as passenger vehicles (electricity for EV’s). Heating oil, propane and wood account for less than 2% of emissions and expenditure combined because they are not the main source of energy in most buildings.

The decomposition of waste in landfill contributes 14% of total emissions in Penticton. There is no energy cost associated with waste.
**Process**

The CCAP process consists of four steps: Modelling & Analysis, Engagement, Recommending Actions and Draft Plan, and the Final Plan. See Figure 5 for more details.

<table>
<thead>
<tr>
<th>Modelling &amp; Analysis</th>
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<tbody>
<tr>
<td>• Review and analyze community energy use and emissions in relation to baseline year</td>
</tr>
<tr>
<td>• Model “business as usual” projections</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Engagement</th>
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<tbody>
<tr>
<td>• Facilitate a stakeholder workshop to gather feedback on potential climate actions and how stakeholders may collaborate on climate initiatives</td>
</tr>
<tr>
<td>• Participate in existing community networks to continue public outreach</td>
</tr>
<tr>
<td>• Refine climate actions with staff, and identify potential GHG reduction targets</td>
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</tbody>
</table>

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<tr>
<th>Recommend Actions and Draft Plan</th>
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<tbody>
<tr>
<td>• Draft potential actions and recommend targets based on engagement, modelling and analysis</td>
</tr>
<tr>
<td>• Model the possible impact of new proposed actions and targets on energy use and emissions</td>
</tr>
<tr>
<td>• Create an implementation strategy</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Deliver Final Plan</th>
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<tbody>
<tr>
<td>• Refine draft plan following feedback from staff</td>
</tr>
<tr>
<td>• Present final draft plan to Council</td>
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<tr>
<td>• Community engagement and final edits</td>
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<tr>
<td>• Final presentation to Council</td>
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</table>

*Figure 5 – CCAP Process*
Forecasting and Backcasting

There were two different approaches used in the development of the Penticton CCAP: Forecasting and Backcasting. Forecasting is a common approach used to create estimates of future emissions using current inventory data and projections. Backcasting, on the other hand, starts by imagining the desired future scenario that is not limited by current projections or past experience. Used in combination, these two approaches provide us with a clear positive vision of the future and a measurable plan to start us on the pathway to our destination.

Forecasting Approach: BAU Projections

What does ‘Business As Usual’ mean?
Business As Usual, or BAU, is a way of describing what is estimated to happen to Penticton’s emissions if the City takes no further action to decrease emissions beyond what they are already doing and plan to do. A number of factors are taken into account to develop BAU emissions scenarios, population growth being one of the most important considerations. As the number of people increase in a community, more buildings are needed/used and more vehicles are driven on roads.

Other considerations that were taken into account to develop City of Penticton’s BAU emissions scenario for this report include the following:

- Changing climate patterns— as warmer winters and hotter summers occur, they are and will continue to change the way that energy is consumed in buildings
- Likely future impacts of policies already adopted by other orders of government, such as:
  - Renewable and low carbon fuel standards
  - Vehicle tailpipe emissions standards
  - Zero-Emission Vehicle (ZEV) mandate as part of the CleanBC Plan, requiring 10% of new vehicle purchases by 2025 as ZEVs, 30% by 2030. Also includes the new Federal mandate of 100% by 2035 as ZEVs for new passenger car and trucks sales.
  - The greening of the BC Building Code by 2032 (progressive steps towards net zero energy).
Figure 6 and Figure 7 show Penticton’s GHG emissions inventory from 2007 to 2018 and its business-as-usual forecast from 2019 to 2050. The top chart shows emissions from the five sectors stacked on top of one another to show total emissions. The bottom chart shows emissions by fuel type. Between 2007 and 2018 there was an increase in emissions of 6.8%, with some annual fluctuations in between. Emissions are expected to decline from 2021 onwards. It is anticipated that the biggest reductions will come from passenger vehicles/mobility fuels. This is due to Provinical climate policy such as the Zero Emission Vehicles Act in British Columbia.

The green and red lines indicate Penticton’s OCP and recommended reduction targets, respectively. In a business-as-usual scenario, Penticton will meet its OCP target in 2030, but fall well short of the recommended target for both 2030 and 2050 alike.

Backcasting Approach: Envisioning our Future

Backcasting is a planning approach that starts by defining the future vision, examining the current state, and identifying a path to achieve the vision. The concept of “backcasting” as used in this planning processes was developed by the Natural Step.

Over the course of two workshops, City of Penticton staff and stakeholders:

- Developed a vision of their desired low carbon future, focusing on three sectors: transportation, buildings, and waste
- Identified the current state of the sectors
- Brainstormed creative solutions to compliment the Big Moves, and
- Prioritized the solutions

See Appendix F for a summary of the workshop content, and post-workshop survey results.
Engagement – Informing the Plan

Vision & Current State
To ensure a lasting plan with a foundation for commitment and energy for implementation the planning process for the Community Climate Action Plan deployed the following engagement approaches:

- Two virtual workshops with key staff, Council, and community stakeholders on June 10th and 14th, 2021
- Internal staff team providing insights and consideration on solutions
- Public visioning survey (upcoming)
- Public in-depth surveys on electric vehicles and home energy retrofits (upcoming)

The stakeholder workshops in June focused on three major sectors: Buildings, Transportation, and Waste & Other, and followed the backcasting steps identified in the Forecasting and Backcasting section. Attendees included City of Penticton Councillors and staff, the City’s Electric Utility and FortisBC, community organizations such as the Community Sustainability Advisory Committee, First Things First Okanagan, Downtown Penticton Association, Interior Health and the Thompson Okanagan Tourism Association.

The first workshop developed a vision for 2040, and then established the current state for the three sectors. They are summarized below:

<table>
<thead>
<tr>
<th>Vision</th>
<th>Buildings</th>
<th>Transportation</th>
<th>Waste &amp; Other</th>
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<tbody>
<tr>
<td>Vision</td>
<td>Deep energy reductions in all new and existing buildings, with a focus on existing homes and low carbon energy sources. Buildings will be healthy and resilient.</td>
<td>Connected, accessible, and equitable networks with all electric bike and ride shares. Land use policies minimize vehicle need.</td>
<td>Circular economy where all waste generated is re-used: Food and yard waste converted to compost for local farms and gardens, metal smelted locally, power generation for all other fuels. Urban forest canopy for resilience and community well-being.</td>
</tr>
</tbody>
</table>

| Current State               | Most homes are connected to gas, regulatory disincentives to fuel switching, lack of policies on EV charging for buildings, trades and realtors are not educated or supportive. No current mandatory EnerGuide labelling. | Car and truck culture is dominant. Local EV supply is minimal, and so is on-street EV charging. Some connectivity is available for active modes of transportation (e.g. Lake to Lake Network), but not enough safe bike storage. | Limited food waste composting in the Okanagan, though RDOS wants to ban residential organics from the landfill, and is making commercial food waste a priority. Anaerobic digestion is possible to make biogas. Residential recycling program is excellent, but not yet for commercial. |
Creative Solutions and Action Prioritization
In the second workshop, attendees were asked to examine the actions identified in the Big Moves and balance that against the vision and current state developed in the first workshop, in order to inform the customized actions which will enable Penticton to meet their climate objectives. They were then asked to prioritize actions based on level of impact, ease of implementation, and availability of technology and resources. Lastly, select high priority actions were then analyzed further through Deep Dives, looking at aspects such as funding requirements, co-benefits, barriers, and equity concerns. The results are summarized in the Action Plan section. Raw engagement input for all activities (Vision, Current State, Action Prioritization, and Deep Dives) are given in Appendix F.
Action Plan

Transportation

- Shift Beyond the Car
  Encourage active & accessible transportation and transit

- Electrify Passenger Transportation
  Accelerate the adoption of zero-emission vehicles

- Decarbonize Commercial Transportation
  Support low-carbon options for medium and heavy-duty vehicles

Buildings

- Step Up New Buildings
  Enhance energy efficiency and low carbon heating in new buildings

- Decarbonize Existing Buildings
  Support deep energy retrofits and fuel switching

Waste

- Close the Loop on Waste
  Divert organics and capture value from waste

Organizational Leadership
Action Plan Guide

The following pages outline each of the six Big Moves – and their associated objectives, strategies and actions – organized by sector (transportation, buildings, and waste). Below is an example of a strategy from Shift Beyond the Car, showing the types of information displayed.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Actions Summary</th>
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<tbody>
<tr>
<td>SHIFT 1: Compact community growth</td>
<td>Apply OCP policies, development permit guidelines and zoning bylaws that focus development in complete, compact centres and transit-oriented corridors.</td>
</tr>
</tbody>
</table>

Legend

<table>
<thead>
<tr>
<th>Lever</th>
<th>Timeframe</th>
<th>Cost</th>
<th>Definition</th>
</tr>
</thead>
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<tr>
<td>Infrastructure</td>
<td>Short (1-2 years)</td>
<td>Low</td>
<td>&lt;$25,000</td>
</tr>
<tr>
<td>Policy &amp; Regulation</td>
<td>Medium (3-5 years)</td>
<td>Med</td>
<td>$25,000 - $100,000</td>
</tr>
<tr>
<td>Engagement &amp; Outreach</td>
<td>Long (5+ years)</td>
<td>High</td>
<td>&gt;$100,000</td>
</tr>
</tbody>
</table>

Notes:
- Lever: Many strategies utilize more than one local government lever. The following tables show only the primary lever, however Appendix 1: Implementation Plan Details, indicate all levers involved.
- Timeframe: Many strategies span more than one timeframe, with some actions starting in the short term and full deployment of the strategy occurring in the longer term.
The Way We Move

Vision:
A complete zero-emission transportation system connects our community and region.

Current State:
Vehicles are responsible for 55% of the greenhouse gas emissions generated from residents and businesses in Penticton. Transportation fuels such as gasoline and diesel are the largest expenditure on energy in the community at $68 million per year.

Big Moves for Transportation

<table>
<thead>
<tr>
<th>Shift Beyond the Car</th>
<th>Electrify Passenger Transportation</th>
<th>Decarbonize Commercial Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encourage active and accessible transportation and transit.</td>
<td>Accelerate the adoption of zero-emission vehicles.</td>
<td>Support low carbon options for medium and heavy-duty vehicles.</td>
</tr>
</tbody>
</table>
The Way We Move

Shift Beyond the Car
Encourage active and accessible transportation and transit.

Overview
Walking and cycling are not just weekend recreational activities – they are viable, beneficial, economical and environmentally-friendly modes of transportation. Penticton can design and build well-connected, accessible, safe and enjoyable routes, and are already being considered as part of the Downtown Revitalization Plan. This will encourage residents and visitors to choose an active mode of travel such as walking and cycling. Good sidewalks, bike lanes, and trails make active transportation a viable choice when traveling through neighbourhoods, communities, and town centers. The same infrastructure also affords access for those who use mobility aids, such as scooters and wheelchairs.

Planning for a zero-carbon transportation system requires a paradigm shift. Rather than solve traffic and infrastructure problems by expanding roads or building more of them, communities can support all transportation options and facilitate alternative travel choices that reduce the need for more, or bigger roads. Not only does this reduce transportation-related emissions, but this shift can also result in reduced infrastructure and maintenance costs down the road.

Looking Forward to 2030 – An Aspirational Target
- 7.3 million vehicle kilometres travelled (VKTs) per year are removed through more accessible active transportation, transit, and shifts in land use.
- Streets have been reimagined to prioritize active, public and low carbon transportation options.
- New neighbourhoods are designed to maximize car-free options, and are fully connected via bike paths and transit options.
- Appropriate facilities for bike storage and e-bike charging are located in strategic hubs to support emission-free commuting.

Objectives
1. Optimize land use planning tools to enable compact community growth
2. Enable walking, cycling and other forms of zero emission mobility
3. Promote transit ridership and support a zero emissions transit network

Provincial Action
As part of the Province of British Columbia’s commitment through CleanBC to embrace clean and renewable energy across the board, the government developed Move Commute Connect – B.C.’s Active Transportation Strategy. The strategy established a new target for active and assisted transportation:

By 2030, double the percentage of trips taken with active transportation

Federal Action
The Government of Canada’s Pan Canadian Framework on Clean Growth and Climate Change commits to supporting a shift from higher- to lower-emitting modes of transportation as well was investing in infrastructure.
## Strategies for Shifting Beyond the Car

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Actions Summary</th>
<th>Lever</th>
<th>Time</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SHIFT 1: Optimize land-use planning for compact community growth</strong></td>
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<tr>
<td>SHIFT 1.1 – Optimize policies and bylaws</td>
<td>Apply OCP policies, development permit guidelines and zoning bylaws that continues to focus development in the built up area.</td>
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</tr>
<tr>
<td><strong>SHIFT 2: Increase walking, cycling and other forms of zero emission mobility</strong></td>
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<tr>
<td>SHIFT 2.1 – Enable active transportation through plans and policies</td>
<td>Develop an Active Transportation Strategy that identifies gaps in the network. Implement supportive policies such as a Complete Streets Policy and updated Sub Division Servicing Bylaw and others to increase AAA infrastructure.</td>
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<tr>
<td>SHIFT 2.2 – Build safe routes for walking, cycling and other forms of zero emission mobility</td>
<td>Continuously improve active transportation infrastructure including reconfiguring existing streets and building safe and convenient active transportation paths to connect all neighborhoods.</td>
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<tr>
<td>SHIFT 2.3 – Deliver an active transportation outreach strategy</td>
<td>Connect with community members to learn about their active transportation needs. Dedicate staff time for promotion and education around active transportation.</td>
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<tr>
<td>SHIFT 2.4 – Normalize car-free and zero-emission zones</td>
<td>Beginning with the car free zone established through the Penticton Farmers Market, progress to more frequent car free days on a variety of streets. This may lead to a permanent establishment of a car free zone.</td>
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<tr>
<td>SHIFT 2.5 – Promote micro e-mobility and on-demand mobility services</td>
<td>Understand when and where on-demand services are most useful and remove policy barriers and update bylaws. Host awareness events for e-bikes (and other forms of micro mobility) and work with vendors. BC Transit is already exploring on-demand mobility services</td>
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<tr>
<td><strong>SHIFT 3: Increase transit ridership and a support a transition to a zero emissions transit network</strong></td>
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</tr>
<tr>
<td>SHIFT 3.1 – Collaborate with transit providers to promote transit ridership</td>
<td>Promote transit ridership by offering free transit days and celebrating new routes. Ultimately explore universal free transit with transit providers.</td>
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<tr>
<td>SHIFT 3.2 – Transition to a zero emissions transit network</td>
<td>Work with BC Transit and neighbouring communities to ensure that transit progressively transitions to zero emissions vehicles (e.g. electric)</td>
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</table>

**Total GHG emissions reductions for this Big Move: 2,200 tCO2e by 2030**
Electrify Passenger Transportation
Accelerate the adoption of zero-emission vehicles.

Overview
Zero-emission vehicles (ZEVs) are clean, efficient, and cost-effective. In British Columbia, where at least 94% of all electricity is renewable and non-emitting, electric vehicles (EVs) are already a viable near zero-emission option.

Local governments can make zero-emission vehicles an easier choice for residents and businesses by investing in infrastructure, enacting supportive policies, and by engaging with companies and organizations that operate large fleets, such as car-sharing and ride-hailing providers. Local governments also deliver community outreach and education on zero-emission transportation choices.

If every British Columbia local government implemented this Big Move, by 2030 they would collectively reduce the province’s total greenhouse gas emission inventory by 1.5 to 2 million tonnes because it would be equivalent to removing half a million internal combustion engine (ICE) vehicles from our roads. At the Penticton level, this move could remove 8.7% of emissions by 2030, or 3,650 ICEs from the road.

Looking Forward to 2030 – An Aspirational Target

- Over 3,650 passenger vehicles driven in our community are by zero emission vehicles.
- New buildings are required to provide an electrified, dedicated service for EV charging.
- A robust and strategically designed charging network ensures infrastructure is available at workplaces and public parking spaces.
- City of Penticton continues to demonstrate leadership by prioritizing electric for their fleet replacement policy and all service contracts require low emission vehicles as part of municipal contracts.

Objectives

1. Enable charging on-the-go
2. Enable charging at home and work
3. Encourage EVs through outreach and supportive policies

Provincial Action
In May 2019 the Province enacted the Zero Emissions Vehicle Act to follow through on the transportation commitments in its CleanBC climate plan. The legislation requires all new light-duty cars and trucks sold or leased in British Columbia will be zero-emission vehicles, leading up to 100% by 2040, though this was superseded in June 2021 by a new Federal mandate as detailed below.

The Province established its Clean Energy Vehicle Program to support the transition. The program provides incentives to reduce the price of new zero-emissions vehicles and charging stations, and works to raise awareness of the benefits of such vehicles and businesses.

Federal Action
In June 2021, the Government of Canada mandated 100% of passenger car and trucks to be zero-emission by 2035. This supersedes the CleanBC mandate of 100% by 2040.
## Strategies for Electrifying Passenger Transportation

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Actions Summary</th>
<th>Lever</th>
<th>Time</th>
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<tbody>
<tr>
<td><strong>ELECTRIFY 1: Enable charging on-the-go</strong></td>
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</tr>
<tr>
<td>ELECTRIFY 1.1 – Design, fund and build a public EV charging network</td>
<td>Leverage grant opportunities to install an annually increasing number of EV charging stations at key locations throughout the community. Collaborate with other local governments on a regional charging network strategy.</td>
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<tr>
<td><strong>ELECTRIFY 2: Enable charging at home and work</strong></td>
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<tr>
<td>ELECTRIFY 2.1 – Adopt EV-ready building requirements</td>
<td>We will closely follow the Province’s building requirements for EV-readiness, but we do not expect this to be in place in the near term. The City will explore establishing its own requirements in advance, for Part 9 and Part 3 buildings.</td>
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<tr>
<td>ELECTRIFY 2.2 – Enable EV charging in existing residential and commercial buildings</td>
<td>Work with stratas and property management companies on navigating the process to retrofit existing parking stalls with EV charging equipment.</td>
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<tr>
<td><strong>ELECTRIFY 3: Encourage EVs through outreach and supportive policies</strong></td>
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<tr>
<td>ELECTRIFY 3.1 – Develop and deliver an EV outreach strategy</td>
<td>Work with third-party organizations to educate builders and developers on EV charging requirements, strategies, and funding opportunities through open houses and workshops. Partner with other organizations to host engagement events such as ride-alongs.</td>
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<tr>
<td>ELECTRIFY 3.2 – Accelerate EV adoption through supportive policies and incentives</td>
<td>Adjust speed limits to enable low-speed EVs on select streets. Provide perks to EV drivers such as priority parking. Incent ride hailing, taxi operators and other fleet operators to switch to EV’s.</td>
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</table>

**Total GHG emissions reductions for this Big Move: 14,900 tCO₂, by 2030**
Decarbonize Commercial Transportation

Accelerate the transition to zero emission medium and heavy-duty vehicles

Overview

Local government impact on this sector is currently limited due to lack of availability of commercial-sized electric vehicles, and commercial fleets being owned and operated either privately or from other orders of government.

Looking Forward to 2030 – An Aspirational Target

- Commercial fleets have leveraged their investment in charging infrastructure to establish high-powered charging hubs.
- Transit buses and school buses are electric, providing clean, emission-free travel options for the young and old.

Strategies for Decarbonizing Commercial Transportation

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Actions Summary</th>
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<th>Time</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>COMMERCIAL 1: Accelerate the adoption of ZEVs for commercial fleets</td>
<td></td>
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</tr>
<tr>
<td>COMMERCIAL 1.1 – Develop a Community Vision and Strategy</td>
<td>Carry out a needs assessment through to 2040 and design a commercial/institutional charging network strategy.</td>
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<tr>
<td>COMMERCIAL 1.2 – Engage Commercial and Industrial fleets</td>
<td>Support a pilot fleet electrification program with a commercial/institutional partner.</td>
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<tr>
<td>COMMERCIAL 2: Lead by example by transitioning municipal fleet</td>
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</tr>
<tr>
<td>COMMERCIAL 2.1 – Update corporate policies to prioritize low carbon options</td>
<td>Review and integrate contractual requirements for municipal services to require lower emissions vehicles, increasing over time; These will be done as required by provincial legislation when it is introduced.</td>
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</tbody>
</table>

Total GHG emissions reductions for this Big Move: **140 tCO2e** by 2030
Where We Live and Work

Vision:
Our community's buildings are exceptionally energy efficient, and powered, heated and cooled with 100% renewable energy.

Current State:
Our homes and commercial buildings are responsible for 32% of the greenhouse gas emissions generated in City of Penticton. The main source of emissions is natural gas used for space and water heating, at over 90% of building emissions.

Big Moves for Buildings

- **Step Up New Buildings**
  - Enhance energy efficiency and low carbon heating in new buildings

- **Decarbonize Existing Buildings**
  - Support deep energy retrofits and fuel switching
Where We Live and Work

Step Up New Buildings
Enhance energy efficiency and low carbon heating in new buildings

Overview
While existing buildings generate the majority of building-related greenhouse gas emissions, local governments have greater authority to influence new construction. They can do so via the BC Energy Step Code, a section of the BC Building Code that local governments may use to require or incentivize better-than-code energy performance in new construction. While the Step Code is a great tool for improving overall building energy performance, it does not explicitly address emissions from new buildings. Local governments can address influence emissions by implementing the regulation in tandem with incentives that target zero-emission heating and cooling systems.

City of Penticton’s population is growing at a rate of 0.98%. Every new building built to minimum code standards is a lost opportunity for improved energy efficiency and reduced carbon emissions and is one more building that will have to be retrofitted down the road.

Looking Forward to 2030 – An Aspirational Target
- All buildings will be built to Step 4 of the Energy Step Code (40% more efficient), and 75% of our community’s new buildings will use only zero carbon energy sources for space and water heating.
- The building industry is now focused on whole building performance, as opposed to prescriptive code requirements.
- Energy performance is quantified and verified, so homeowners and buyers now have a better understanding on the long-term operations cost of the home.
- Homes are quiet, comfortable and durable. Energy costs are minimized through efficient design that reduces demand.

Objectives
1. Enhance Energy Step Code adoption to include a low carbon approach
2. Build industry capacity

Provincial Action
The province’s CleanBC climate plan outlines the dates when the base BC Building Code will adopt BC Energy Step Code performance targets:
- In 2022, all new buildings will be 20% more energy efficient than those built to meet today’s minimum code requirements.
- By 2027, all new buildings will be 40% more energy efficient
- By 2032, all new buildings will be “net zero energy ready”.

CleanBC Better Homes links homeowners and residential builders to rebates and resources, and CleanBC Better Buildings provides funding and capital incentives to encourage energy efficient design, construction and renovation in larger buildings.

Federal Action
Natural Resources Canada’s Build Smart: Canada’s Buildings Strategy establishes the goal that all provinces and territories will adopt a net-zero energy-ready model building code by 2030.
<table>
<thead>
<tr>
<th>Strategy</th>
<th>Actions Summary</th>
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<th>Time</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEW BUILDINGS 1: Adopt upper levels of the Energy Step Code with a low carbon approach</strong></td>
<td>Penticton already requires Step 3 for Part 9 buildings, and will explore Step 4 in advance of the Provincial deadline of 2027 (and Step 5 in 2032). For Part 3 buildings, the City will require Step 1 effective from January 1st, 2022.</td>
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</tr>
<tr>
<td>NEW BUILDINGS 1.1 – Adopt the Energy Step Code</td>
<td>Opt-in to Provincial carbon metrics for new buildings if/when they become available or adopt a tiered approach (e.g. Step 3 or Step 2 with a low carbon energy system). Also consider the impacts of embodied emissions in new construction.</td>
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</tr>
<tr>
<td>NEW BUILDINGS 2: Build Industry Capacity</td>
<td>Promote existing Clean BC and FortisBC new construction incentives to subsidize costs of low-carbon technologies, improved insulation, working with an Energy Advisor, and/or mid-construction testing.</td>
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</tr>
<tr>
<td>NEW BUILDINGS 2.1 – Provide outreach and incentives</td>
<td>Collaborate across the region to provide relevant training to the building industry and realtors. Assemble a list of local or regional Energy Advisors and develop a plan to train more Energy Advisors in the area.</td>
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<tr>
<td>NEW BUILDINGS 2.2 – Provide training and coordination</td>
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<tr>
<td>Total GHG emissions reductions for this Big Move: 2,000 tCO₂e by 2030</td>
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</table>
Decarbonize Existing Buildings
Support deep energy retrofits and fuel switching

Overview
In 2030, 90% of the all buildings in City of Penticton will be ones that are already standing today. Many buildings use more energy than is necessary. Owners of 20-year-old gas-heated homes can lower their energy bills by as much as 30% through energy efficiency retrofits and reduce about 1.8 tonnes of greenhouse gas emissions per year. Homeowners can pursue various degrees of building energy retrofits—from replacing individual pieces of equipment to comprehensive overhauls of the whole building, known as deep energy retrofits.

Deep energy retrofits involve changes to the entire building, including insulation, windows and doors, and air barrier, as well as ventilation and space and water heating equipment. To ensure emissions reductions as well as energy reductions, the energy retrofit must include fuel switching, from fossil fuel sources to zero-carbon sources such as electricity or 100% renewable gas. Such projects usually rely on the expertise of an energy advisor, who conducts energy modelling and airtightness testing.

City of Penticton has limited jurisdiction over requirements for existing building retrofits but has an opportunity to influence and enable building owners to make investments in the energy efficiency of their buildings.

Looking Forward to 2030
- 24% of homes will have undergone deep retrofits.
- 12% will have converted their fossil-fuel heating and hot water systems to zero emissions, powered by either electricity or renewable gas.

Objectives
1. Improve energy efficiency
2. Encourage and enable fuel switching
3. Build industry capacity and increase demand

Provincial Action
CleanBC Better Homes links homeowners and renovators to rebates and resources, and CleanBC Better Buildings provides funding and capital incentives to encourage energy efficient renovation in larger buildings. The Province is currently working on an Existing Buildings Renewal Strategy, which will enable increased energy efficiency retrofits in the existing building stock.

Federal Action
The Canada Greener Homes Grant provides grants for energy efficiency upgrades and up to $600 for pre- and post-retrofit EnerGuide assessments. The program also supports training Energy Advisors across Canada to meet increasing demand.
# Strategies for Decarbonizing Existing Buildings

<table>
<thead>
<tr>
<th>Strategy</th>
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<th>Time</th>
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<tbody>
<tr>
<td><strong>EXISTING BUILDINGS 1: Improve Energy Efficiency and Enable Fuel Switching</strong></td>
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</tr>
<tr>
<td><strong>EXISTING BUILDINGS 1.1 – Encourage and enable deep energy retrofits</strong></td>
<td>The City will promote Provincial and Federal incentives / programs, and look at options such as requiring EnerGuide assessments at the point of renovation. The City will also monitor the upcoming “Retrofit Code” expected to be released in 2024, and continue retrofits on corporate buildings.</td>
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<tr>
<td><strong>EXISTING BUILDINGS 1.2 – Encourage and enable building electrification or renewable gas</strong></td>
<td>As part of 1.1, the utility-led energy efficiency retrofit campaign could have an emphasis on building electrification particularly heat pumps, as an excellent way to reduce GHGs. The City could also identify and remove barriers to heat pump installation, including streamlining permitting processes, optimizing noise regulations, and restructuring permit fees. Renewable natural gas opportunities could also be explored.</td>
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<tr>
<td><strong>EXISTING BUILDINGS 2: Build Industry Capacity and Increase Demand</strong></td>
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<tr>
<td><strong>EXISTING BUILDINGS 2.1 – Establish a long-term marketing campaign</strong></td>
<td>The City will explore a large-scale expansion of its utility-led community-wide energy efficiency retrofit campaign, for building envelope improvements, and electrification. This should be multi-year. In conjunction with all the other actions in this Big Move.</td>
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<tr>
<td><strong>EXISTING BUILDINGS 2.2 – Build industry capacity</strong></td>
<td>Educate renovators and realtors on energy efficiency and low carbon choices for space and water heating. In conjunction with all the other actions in this Big Move.</td>
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**Total GHG emissions reductions for this Big Move: 17,400 tCO₂ by 2030**
How We Manage ‘Waste’

Vision:
Our community diverts all of our organic waste, such as food scraps and yard trimmings, from landfills and recovers value from everything that enters the waste stream.

Current State:
Organic landfill waste accounts for 14% of our communities GHG emissions. There is currently no organic waste pick up service though residential yard waste pickup does exist. The City also sells compost through its wastewater recycling program. The Regional District is currently evaluating options for an organics management facility.

Big Move for Waste

Close the Loop on Waste

Divert organics and capture value from waste
Close the Loop on Waste
Divert organics and capture value from waste

Overview
Emissions from waste occur when organic waste mixed in with garbage decomposes in the landfill and produces methane, a potent greenhouse gas that is released into the atmosphere. Organic waste makes up about 30-40% of landfill waste, and includes food waste from homes and businesses, yard and garden waste, wood waste, and paper that cannot be recycled, such as food-soiled paper. Organic material decomposes over approximately 10 years in the local landfill. Organics diversion reduces or eliminates the new waste added every year but the waste that is already in place at the landfill continues its decomposition process. Because of this, it takes a number of years for the emissions reductions from organics diversion to scale up. Of course, how much waste is diverted (the diversion rate) is key to emissions savings.

By diverting organic waste from the landfill, it can be turned into compost that can be sold. There are other technologies that can capture value from the waste stream, such as landfill gas capture, biogas digesters, gasification plants, and waste heat recovery systems. Part of this Big Move is investigating opportunities for these technologies regionally.

Looking Forward to 2030
- 56% of our community’s residential food and yard waste will be converted to usable compost at a regional processing facility.
- All the compost created is repurposed into high quality soil for use in local farms and gardens.

Objectives
1. Divert organics from the landfill
2. Explore other resource recovery technologies

 Provincial Action
The Province of British Columbia has committed to ensuring that, by 2030, 95% of organic waste will be diverted from landfills, and 75% of landfill gas will be captured. The province has also committed to fund workforce training.

 Federal Action
The Government of Canada, through its Investing in Canada Infrastructure Program (ICIP) provides funding for infrastructure that enables resource recovery, such as generating renewable fuel from waste.
## Strategies for Closing the Loop on Waste

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<tr>
<th>Strategy</th>
<th>Actions Summary</th>
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<tbody>
<tr>
<td><strong>WASTE 1: Divert Organics from Landfill</strong></td>
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<tr>
<td>WASTE 1.1 – Adopt policies that increase organics diversion</td>
<td>Initiate staff consultation on organics, processes and targets. Adopt organics diversion targets for the community.</td>
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<tr>
<td>WASTE 1.2 – Implement (or enhance) organics collection and processing</td>
<td>Evaluate local opportunities for organic handling and diversion. Implement curbside kitchen waste collection for single-family homes. Install central collection points that are regularly picked up for multi-family units, work camps, etc. Consider partnering with Regional District or neighboring communities.</td>
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</tr>
<tr>
<td>WASTE 1.3 – Divert construction, demolition, agricultural, and industrial wood waste</td>
<td>Identify wood waste landfills in the community, develop inventory (if any), and attempt to evaluate opportunity from those. Identify and pursue options to support and grow the market for salvaged forest clearing and deconstruction materials.</td>
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<tr>
<td>WASTE 1.4 – Develop and deliver a comprehensive zero-waste outreach program</td>
<td>A zero-waste outreach program may include community-led composting projects, school programs, participation in Provincial “Love Food Hate Waste” campaign and education around source-separation requirements.</td>
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<tr>
<td><strong>WASTE 2: Capture Landfill Gas and Explore Other Resource Recovery Technologies</strong></td>
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<tr>
<td>WASTE 2.1 – Evaluate and implement landfill gas capture</td>
<td>Analyze the opportunities for landfill gas capture, including potential to capture and sell to the gas grid.</td>
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<tr>
<td>WASTE 2.2 – Evaluate and implement other resource recovery opportunities</td>
<td>Analyze the opportunities for technologies such as anaerobic digesters and gasification to convert organic waste into compost and biogas.</td>
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</table>

Total GHG emissions reductions for this Big Move: 20,600 tCO₂e by 2030
Organizational Leadership

Implementation for Success
Several key factors are important for the successful implementation of community energy and emission reduction plans based on research conducted by CEA, QUEST, and Smart Prosperity.\(^1\) Among others, they include establishing broad support for implementation, building staff and financial capacity for implementation, and institutionalizing the plan in order to withstand political and staff turnover.

With regards to institutionalization, ideas on how this can be done are shown in the table below.

| Incorporate | Embed climate action into other planning documents such as the OCP, bylaws and policies, and departmental/master plans. Climate action could also be incorporated into City staff job descriptions. Some communities report on climate action or sustainability implications in reports to Council. |
| Budget      | Embed climate action into the budgeting process. |
| Monitor     | Monitor indicators as outlined in the Monitoring and Evaluation section. |
| Convene     | Host regular meetings to discuss implementation with internal and/or external stakeholders. |
| Report      | Report regularly to Council on progress and accomplishments. Annual reporting is recommended. It can be integrated with CARIP reporting. |
| Renew       | Prepare for plan renewal approximately every five years. |

Monitoring and Evaluation
Monitoring and evaluating the implementation of the Climate Action Plan is critical for its success. Key Performance Indicators (KPIs) enable communities to measure the outcomes of a plan’s implementation. When KPIs are monitored regularly, communities can determine how to best allocate resources to support implementation, and what success different actions are having.

Suggested indicators are shown in Appendix C.

Funding
Funding sources that communities have used for climate action are shown in the table below.

CEA will provide specific recommendations for the City of Penticton in the next draft. (Upcoming)

<table>
<thead>
<tr>
<th>Internal Funding Sources</th>
<th>External Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Allocation from operating budget</td>
<td>1. UBCM Gas Tax Agreement Funds</td>
</tr>
<tr>
<td>2. Revolving energy efficiency fund (from corporate projects)</td>
<td>2. FCM’s Green Municipal Fund supports plans, studies, capital projects and pilot projects for environmental initiatives in a number of focus areas</td>
</tr>
<tr>
<td>3. Forgone revenue (charge less for a municipal service to use the difference to fund a climate initiative)</td>
<td>3. FCM Community Efficiency Financing Program for financing community-scale retrofit infrastructure</td>
</tr>
<tr>
<td>4. General revenue (e.g. property taxes)</td>
<td>4. Federal government programs such as the Greener Homes Grant, Low Carbon Economy Challenge, and Clean Energy Innovation Program</td>
</tr>
<tr>
<td>5. Recycling and solid waste user fees</td>
<td>5. Provincial government programs such as the Clean Energy Vehicle Program, BikeBC Program, and CleanBC Communities Fund</td>
</tr>
<tr>
<td>6. Building permit fees and other service fees charged by Development Services</td>
<td>6. Emotive grants for EV educational events to foster greater EV adoption</td>
</tr>
<tr>
<td>7. Electrical utility and water user fees</td>
<td>7. CleanBC and FortisBC energy efficiency incentives for new home construction and for increasing energy efficiency in existing buildings</td>
</tr>
<tr>
<td>8. Potential funding from CARIP replacement</td>
<td>8. BC Housing and FortisBC for education or demonstration projects to encourage the building industry to construct low energy and GHG emission homes.</td>
</tr>
<tr>
<td></td>
<td>9. FortisBC free energy grants for municipal buildings, and subsequent rebates for retrofits</td>
</tr>
</tbody>
</table>
Forecasting: Action Plan Projections

Figure 8 shows the modelled emissions reduction by Big Move for the year 2030, relative to BAU projections. Meanwhile, Figure 9 shows the emissions reduction by Big Move to 2050 relative to the BAU.

If all Big Moves are implemented in Penticton to the degree outlined in this Plan, GHG emissions in 2030 could be reduced by 57,200 tonnes of CO₂e, or 41% below 2007 levels, meeting the recommended 40% reduction target. Diverting organic waste from landfill produces the largest reductions at 20,600 CO₂e. Whilst the BAU scenario assumes a certain level of passenger vehicle electrification, this Big Move still presents major emission reductions, at 14,900 tonnes CO₂e of mobility fuels, primarily gasoline, while the collective actions from Shift Beyond the Car reduce an additional 2,200 tonnes CO₂e. Retrofitting the existing building stock by fuel switching and improving energy efficiency presents savings of 10,500 and 7,000 tonnes CO₂e respectively, or 17,500 tonnes CO₂e in total. The vast majority of these reductions are from natural gas, at 16,800 tonnes CO₂e.

By 2050, the Big Moves are expected to reduce emissions by 72,000 tonnes CO₂e, resulting in a 77% reduction vs. 2007 baseline. Note that although the 2050 emission reduction target is not met, it is anticipated that new technologies and levers will become available in the future which will enable Penticton to achieve the target.

The modelling methodology is described in detail in Appendix E.
Staff Recommendation

THAT Council hold the September 21, October 5, October 19, November 2, November 16, December 7, 2021 Regular Council and November budget meetings at the Penticton Trade and Convention Centre, 273 Power Street.

Background

In accordance with Council Procedure Bylaw No. 2018-35, Council meetings must take place within City Hall except when Council resolves to hold meetings elsewhere. Council may pass the resolution to hold a meeting outside of City Hall at the commencement of that meeting. On July 20, Council resolved to hold the July 20, August 17 and September 7, 2021 Regular Council Meetings at the Trade and Convention Centre to safely allow in-person attendance during the COVID-19 pandemic. In addition to in-person attendance, electronic opportunities have been provided (via Zoom or phone) for delegations and public question period. Public Hearings have been conducted in the same fashion with options to participate electronically or in-person. To minimize costs, Public Hearings will be held at 6:00 p.m. on the same day as the Council meeting.

Financial implication

The average cost per meeting at the Trade and Convention Centre is $5,000, this includes room rental, set up, audio visual equipment and technicians. The cost varies with the length of the meeting. COVID-19 relief funds are being utilized to pay for these related expenditures.

Analysis

Meetings of Council are open to the public to facilitate transparency and accountability. The circumstances of COVID-19 have prompted the need to utilize a large meeting facility to safely allow in-person participation.

Respectfully submitted,

Angie Collison
Corporate Officer

GM Finance and Administration

CAO

DvD
Date: September 7, 2021          File No: 4010  
To: Donny van Dyk, Chief Administrative Officer  
From: Tina Mercier, Bylaw Services Manager  
Subject: Animal Control Service Transition

Staff Recommendation

1. THAT Council give first, second and third reading to “Animal Control Bylaw No. 2021-02”, a bylaw that repeals the Responsible Dog Owner Bylaw No. 2015-27, and establishes regulations for the proper care of animals in the community.

2. THAT Council give first, second and third reading to “Bylaw Notice Enforcement Amendment Bylaw No. 2021-16” and “Municipal Ticketing Information Amendment Bylaw No. 2021-17”, bylaws intended to give staff tools to enforce provisions of the new Animal Control Bylaw and Zoning Bylaw.

3. THAT Council support a mid-year budget amendment adding $14,000 to the 2021 Animal Control budget, reflecting an increase in the Animal Control Services / Facilities Manager Agreement contract resulting from the additional service levels with the transition from dog control to animal control.

4. THAT Council approve $20,000, from the capital reserve, for the improvements to the Animal Control facility to accommodate housing other animals and the ALERT program.

Strategic priority objective

Mission: Penticton will serve its residents, businesses and visitors through good governance, partnership and the provision of effective and community focused services.

Community Safety: The City of Penticton will support a safe, secure and healthy community.

Background

In September, 2018 the city welcomed Elizabeth Bigg as the new Dog Control Officer/Shelter Manager taking over dog control services from the previous long tenured contractor, who had retired from the position. The contract includes responsibilities to educate the community, enforce relevant dog and animal
related regulations and operate the city’s dog shelter facility. Over the past 3 years, Ms. Bigg, has made several enhancements to improve the level of service provided to the community and their loved companions, some of which include:

- upgrades to the shelter facility for animal enrichment providing beds, toys, treats and exercise
- painting of the facility and kennels- murals, etc.
- onsite secure fenced dog run
- free outdoor dog shelters/houses for those in need with straw bedding
- upgraded security camera system for better shelter management and safety
- improved security of outdoor kennels
- dog license renewal phone call reminders
- enhanced positive social media presence with immediate updates for lost and found dogs (Facebook page)
- proactive community patrols on foot and bike at parks, beaches and downtown community markets
- community outreach service-food for cats and dogs to Soupateria client’s weekly
- carcass removal and disposal off city streets and owner notification if/when possible
- condolence cards mailed out to owners who claim their deceased animals
- leashes and collars are provided to owners who are found without a leash or collar
- school program for kids aimed at bite prevention and the importance of licensing has been written (due to Covid the program has not been launched yet)
- upgraded marked vehicles retrofitted for safe animal transport and officer safety
- 24-hour emergency response for RCMP assistance (ie. arrests persons with pets while detained, remove pets from stolen vehicles, motor vehicle accidents)
- mobile license sales for dog owners (ie. mobility limitations/COVID restrictions, seniors, etc.)

The dog control service has also been shifting in recent years to deal with more types of animals than just dogs. As a result of this enhanced public service, Bylaw Services staff and Ms. Bigg and her staff have been taking calls including unwanted cat populations/trapping, injured wildlife, animal carcass removal, and general animal welfare issues/concerns. Refer to Attachment A-Stats and Revenues for historical data.

This greater demand for service has led to a shift in operational approach necessitating the shift from Dog Control to Animal Control. In leading this shift, staff have been working with legal counsel to develop a new Animal Control Bylaw to replace the City’s outdated Responsible Dog Control Owner Bylaw, which was not considered to be meeting the needs of the community.

This report outlines the implications of this change and recommends that Council adopt the new Animal Control Bylaw and associated other bylaws to modernize and facilitate the change in operational direction. Staff are also requesting Council support for an increase in the Animal Control contract, to reflect the additional level of service being provided.

**Highlights of the new Bylaw**

The new Animal Control Bylaw was developed in consultation with the City’s Dog Control contractor, legal counsel and associated professional agencies. The Bylaw is considered a modern animal control bylaw, built off of legislation contained in the *Local Government Act* and other modern bylaws adopted elsewhere in the
province (ie. BC SPCA Model Bylaw). The bylaw represents a progressive update on the dated dog control bylaw, which this new bylaw repeals.

The bylaw includes the following new provisions (highlights):

- animal welfare provisions for backyard hens and permitting processes
- provincial regulations required for bee keeping and permitting processes
- regulations to help control unwanted cat populations- spay/neutered only to be free roaming
- provisions around the quantity of companion animals permitted
- progressive approach in dealing with aggressive, biting, and dangerous dogs
- increased licensing fees for dogs designated as aggressive, biting, or dangerous
- enhanced section for the transporting of live animals
- enhanced provisions for outdoor shelter requirements (ie. time restrictions for tethering animals and what can be used to tether an animal with).
- new adoption program for unclaimed animals with associated fees back to the city
- restrictions for trapping of animals on private residences to prevent improper handling
- Animal Control Officer authority to issue veterinary orders for care
- Animal Shelter Manager to provide flea/tick, worm treatment, vaccinations, etc. as needed to alleviate pain or suffering of domestic animals
- increased fine amounts to align with other municipalities in the province (ie. animals left in hot vehicles)

**Upgrade to the facility**

The current dog shelter was built new in 2016, however the old dog shelter structure is still on site and is currently being utilized by ALERT- Animal Lifeline Emergency Response Team. We will be working to support ALERT- Animal Lifeline Emergency Response Team to ensure they have what is needed during any major emergency (fires, floods, etc). A portion of the capital funds will be utilized to meet the needs of the ALERT program. As part of the transition to Animal Control, physical changes are required to the Shelter facility to accommodate the temporary housing of domestic animals.

The works required will be done mostly by city facilities staff and include the following:

- Ductless split for office area to provide proper heating and cooling
- Move desks & fabric panels for privacy
- Fencing & signage around the trailer for privacy
- Built up walk in dog wash tub – 1 kennel south wall
- Cat kennels in/out with mesh, glass doors etc – convert 3 dog kennels on south wall
- Frame in and add sliding door & man door for adoption room
- Hydrant – irrigation for yard
- Signage to delineate between Animal Control and ALERT operations/locations on site

The works are anticipated to a maximum of $20,000 and can hopefully proceed in late 2021- early 2022, subject to Facilities staff scheduling, and/or the selection and securing of trades and equipment/materials.
Financial implication

The dog control program currently runs at a deficit ($13,613 in 2020). However, both the direct and indirect costs, as well as the operational costs have been increasing in 2021 as demand for service has been increasing. The current Animal Control Services / Facility Manager Agreement contract expires in the fall of 2021. Staff are recommending an increase in the contract to reflect increasing demands and new responsibilities represented by the transition from dog control to animal control. The current contract is $104,000 annually, which is allocated to: salaries of all staff associated with dog / animal control, fleet costs (2 vehicles), and other incidentals. Staff are recommending that this contract be increased to $160,000 a year and that Council support a contract extension with the current contract holder for up to three years.

The City of Penticton offers a ‘shared service’ for the city owned and operated dog shelters, and hold three (3) License to Use Agreements for the dog shelter units with the District of Summerland, RDOS, and Village of Keremeos (total of approximately $10,700 in additional revenue per year). The contracted Shelter Manager resides on site and oversees the acceptance of dogs to and from the facility and works closely with each agency to ensure proper care is provided while at the facility.

The City currently budgets approximately $95,000/year from its dog licensing program each year, plus an additional $3,500 in dog impound fees, and $10,000 in the ‘shared service’ dog shelter agreements. The current contractor has provided growth in this area through proactive education and enforcement. It is anticipated that there will be an increase in revenues in the years to come as a result of the increased levels of service, increase in common fees and charges (ie. impoundments) and the proactive licensing program which makes it faster and easier for dog owners to get a license. The goal of the program is to eventually run as revenue neutral, but it will likely take a few years to reach that goal.

The drafting of the new Animal Control Bylaw and legal review costs incurred have been approximately $6,000.

As described, the works required to make the full transition/facility upgrades, etc will be done mostly internally by city staff (facilities). The changes being made to the facility will allow for the different types of animals in the facility and can all be accommodated in the existing building.

Staff are requesting $20,000, from the capital reserve, for the improvements to the Animal Control facility to accommodate housing other animals and support ALERT program.

Analysis

Staff consider that this new bylaw will meet the needs of the community that has been requesting these types of services for many years. Staff have heard from the public through social media, phone calls and e-mails that there is a need for greater oversite from the City (and contractor) to help regulate animal calls for concern.

There are animal issues that will continue to be out of scope and bylaw authority to regulate, for example: urban deer, raccoons and other nuisance rodents which will continue to be the responsibility of the Conservation Officers and private pest control companies.

The increase in the amount of the contract for Animal Control is intended to provide compensation for the additional staffing, equipment needed, and other incidentals that are associated with the transition from
dog control to animal control. In Staff’s analysis of the contract and comparisons to other jurisdictions or moving to an in-house model (i.e. not contracted service), the City is receiving strong value for the contract price.

Staff are recommending that Council give readings to the bylaws, support the changes to the contract and support the capital upgrade to the facility.

**Alternate recommendation**

THAT Council support the new bylaw program and contract provisions but defer the $20,000 to fund the upgrades at the Animal Control facility to the 2022 budget process.

THAT Council support the new bylaw program and capital expenses, but request that staff bring back further information on the animal control contract and options at a future meeting.

**Attachments**

Attachment A – Stats and Revenues

Attachment B – Animal Control Bylaw No. 2021-02

Attachment C – Bylaw Notice Enforcement Amendment Bylaw No. 2021-16

Attachment D – Municipal Information Ticketing Amendment Bylaw No. 2021-17

Respectfully submitted,

Tina Mercier
Bylaw Services Manager

**Concurrence**

<table>
<thead>
<tr>
<th>Director of Development Services</th>
<th>General Manager of Finance and Administration</th>
<th>General Manager of Community Services</th>
<th>Chief Administrative Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BL</strong></td>
<td><strong>LWB</strong></td>
<td><strong>AH</strong></td>
<td><strong>DvD</strong></td>
</tr>
</tbody>
</table>
## Attachment A- Stats and Revenues

<table>
<thead>
<tr>
<th>Year</th>
<th>Impounded Dogs</th>
<th>Dog licenses sold</th>
<th>Calls for Service files</th>
<th>Annual Impound revenue</th>
<th>Annual Dog Licence revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>186</td>
<td>2,052</td>
<td>478</td>
<td>$3,285</td>
<td>$82,342</td>
</tr>
<tr>
<td>2020</td>
<td>138</td>
<td>2,503</td>
<td>439 (Covid year)</td>
<td>$11,473*</td>
<td>$95,006</td>
</tr>
<tr>
<td>2021-Aug YTD</td>
<td>106</td>
<td>2,632</td>
<td>356</td>
<td>$2,743</td>
<td>$70,000*</td>
</tr>
</tbody>
</table>
The Corporation of the City of Penticton

Bylaw No. 2021-02

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

WHEREAS it is deemed expedient to regulate the keeping of dogs and other animals within the City of Penticton and to provide for the fixing, imposing and collection of licence fees from and the issuance of licenses to a person who owns, possesses, harbours or who has charge of an animal;

AND WHEREAS the Community Charter provides general authority to regulate, prohibit and impose requirements by bylaw in relation to animals;

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

1. Title

1.1 This bylaw may be cited for all purposes as the “Animal Control Bylaw No. 2021-02”.

2. Interpretation and Scope

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

2.2 This bylaw does not apply to the government of British Columbia.

2.3 This bylaw does not apply to a Police Service Dog while under active duty.

2.4 A reference in this bylaw to a bylaw of the City or an act or regulation adopted by the government of British Columbia or Canada shall be construed as a reference to the bylaw, act or regulation as amended or replaced.

3. Definitions

In this bylaw, unless the context otherwise requires, the following words have the following meanings:

“Aggressive Behaviour” means any behaviour by a Dog that intimidates a person or Animal and includes snarling, growling or pursuing a person or Animal in a threatening manner;

“Aggressive Dog” means a dog which:

a) has displayed Aggressive Behavior toward a person or animal; or
b) has caused Minor Injury to a person or animal;

“Allowable Animals” means an animal that may be owned, rehomed, adopted, bred, displayed, imported, or sold and is limited to Cats, Dogs, domestic ferrets, domestic mice, domestic rats, rabbits, chinchillas, gerbils, hamsters, guinea pigs, hedgehogs, freshwater and saltwater fish, small and medium birds including budgies, canaries, cockatiels, lovebirds, parrots, macaws and small reptiles and amphibians under two (2) metres including snakes, bearded dragons, frogs, and salamanders;
“Animal” has the same meaning as defined in the Community Charter;

“Animal Control Officer” means the person(s) appointed as an Animal Control Officer, or Bylaw Enforcement Officer, and includes a Peace Officer;

“Animal Control Facility” means the City Facility established by Council for the holding of impounded Animals pursuant to this bylaw, located at 2330 Dartmouth Drive.

“Animal Shelter Manager” means the person(s) appointed to assume the responsibilities of the Animal Shelter Manager pursuant to this bylaw, and includes the delegates of this person;

“Attack” means an incident in which a person or Animal sustains a Minor Injury or Serious Injury;

“At Large” means a Domestic Animal that is in a public place or on private property other than the premises of its Owner, while not contained or on a leash or under immediate control by a Competent Handler;

“Bee” means any insect of the species Apis mellitera;

“Beehive” means a structure which houses a colony of worker Bees with queen and drones;

“Biting Dog” means a dog that has bitten a person or Animal;

“Bylaw Services Manager” means the supervisor of the bylaw enforcement division for the City, or their designate;

“Cat” means a member of the felis catus family and commonly known as the domestic house cat;

“Choke Collar” means a slip collar or chain that may constrict around the Animal’s neck as a result of pulling on one end of the collar or chain, and includes pinch or prong collars but does not include a martingale collar;

“Code of Practice” means A Code of Practice for Canadian Kennel Operations published by Canadian Veterinary Medical Association, 2018 as amended or updated from time to time;

“Commercial Kennel” means a facility or property where dogs are kept, trained, cared for, bred, treated or boarded for remuneration or purposes of sale, and for certainty excludes Indoor Animal Daycare And Grooming as defined in the City’s Zoning Bylaw;

“Community Cat Caregiver” means a person who, in accordance with a good faith effort to conduct Trap-Neuter-Return, provides care, including food, shelter or medical care, to a community cat.

“Companion Animal” means an Animal kept for companionship to a person rather than utility, profit or burden and which is lawfully kept upon residential property;

“City” means the City of Penticton;

“Competent Handler” means a person of sufficient capacity to ensure a Domestic Animal under their care and control will obey commands and can be physically restrained if required;

“Council” means the municipal council of the City of Penticton;
“Dangerous Dog” has the same meaning as in the *Community Charter*;

“Dog” means an Animal of the canine species irrespective of sex or age;

“Dog Behaviour Specialist” means a person who works in modifying or changing behaviour in dogs;

“Domestic Animal” means any Animal which is regularly and customarily sheltered, fed, and cared for by an Owner;

“Enclosure” means a fence or structure suitable to prevent unauthorized entry and suitable to confine a Domestic Animal and prevent its escape;

“Fighting Dog” means a dog that has been bred, conditioned or trained to fight or that engages in pre-arranged fights with one or more spectators;

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

“Hen” means a female domestic chicken kept for the purposes of egg production;

“Identification” means:

a) a collar or tag worn by an Animal which includes the name, current address and contact information of the owner;

b) a traceable tattoo;

c) a traceable microchip; or

d) a valid licence tag issued by the City;

“Impounded” means seized, delivered, received, or taken into the Animal Control Facility or in the custody of the Animal Control Officer or the Animal Shelter Manager;

“Leash” means a rope, chain, cord, leather strip, or other device attached to the collar of a Dog that is capable of controlling and restraining the activity of the Dog and that does not exceed 2 metres in length;

“Licence Year” means the time period from January 1 to December 31 inclusive, in each and every year;

“Minor Injury” means a physical injury to a person or Animal that consists of pinches, localized bruising, or scratches;

“Mitigating Factor” means a circumstance that may excuse the Aggressive Behaviour or Attack by a Dog and includes: a) responding to an attack by a person or aggressive Animal or Cat; b) responding to an attack by a person or aggressive Animal or Cat on the Dog’s offspring; c) responding to teasing, provocation or torment; d) protecting its Owner from physical harm; or e) defending the real or personal property of its Owner from trespass, damage or theft;
“Muzzle” in reference to a Dog means a humane basket style fastening or covering device that is strong enough and well-fitted enough to prevent the Dog from biting, without interfering with its breathing, panting, vision or its ability to drink;

“Neuter” means the sterilization of a male Animal by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

“Off Leash Area” means an area designated by the City permitting Dogs to be off leash;

“Owner” means any person owning, possessing, harbouring or having charge of an Animal or permitting an Animal to remain about the person’s house or premises or to whom a licence for an Animal has been issued pursuant to this bylaw and where the Owner is a minor, the person who is the legal guardian of or has custody of the minor;

“Permanent Identification” means identification for an Animal in the form of a traceable tattoo or a microchip that contains the current contact information of the Owner;

“Police Service Dog” means any Dog owned by the Royal Canadian Mounted Police or any municipal police department;

“Public Place” includes any highway, sidewalk, boulevard, public space, park or any other real property owned, held, operated or administered by the City or by a school district;

“Rooster” means a male chicken;

“Seize” includes impound and detain;

“Serious Injury” means a physical injury to a person or Animal that consists of punctures, lacerations in more than one direction, broken bones or injury requiring stitches or surgery;

“Shelter” means something beneath or within which a Domestic Animal is provided refuge from weather events, extreme temperatures, or adverse conditions;

“Spay” means the sterilization of a female Animal by removing the ovaries or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

“Tether” means to fasten a Dog to a fixed object with a rope, chain, or the like, so as to limit the Dog’s range of movement;

“Unlicensed Dog” means a dog for which the licence for the current year has not been issued;

“Urban Beekeeping” means the keeping, owning, or maintaining of beehives on a parcel of land occupied by a resident keeper.

4. Powers of an Animal Control Officer

4.1 Pursuant to the Community Charter, an Animal Control Officer may, at all reasonable times, enter on and inspect private property within the City in order to ascertain whether the provisions of this bylaw are being observed.
4.2 Where the Animal Control Officer identifies a Dog that is not licensed as required by this bylaw, the Animal Control Officer may impound the Dog or exercise any other authority granted to the Animal Control Officer by this bylaw.

4.3 An Animal Control Officer may, on behalf of the City, exercise the authorities in the Community Charter regarding Dangerous Dogs.

4.4 Where an Animal Control Officer determines that a Dog is an Aggressive Dog, Biting Dog, or a Dangerous Dog, the Animal Control Officer may by written notice direct the Owner to comply with the requirements of this bylaw regarding Aggressive Dogs, Biting Dogs or Dangerous Dogs.

4.5 The Animal Control Officer may, where necessary, employ the use of lures, baits, nets, live traps, sonic and mechanical devices or any other means of apprehending Domestic Animals At Large.

4.6 If a person fails to take any action required pursuant to this bylaw, the Animal Control Officer may issue an order to comply with this bylaw within the time frame stipulated in the order.

4.7 If the obligations stipulated in an order to comply are not performed by the date set out therein, the City by its employees and others may enter on real property and perform the obligations at the expense of the person defaulting and such costs shall constitute a debt due and owing. If the costs remain unpaid on December 31 in the year in which they were imposed, the costs shall be added to and form part of the taxes payable on the parcel as taxes in arrears.

5. Possession of Animals

5.1 No person shall keep or allow to be kept on any real property, including any premise that contains a suite, a boarder or tenant, more than six (6) Companion Animals, subject to the following further limitations:

   a) Not more than three (3) Dogs over the age of eight (8) weeks;
   b) Not more than five (5) Cats over the age of twelve (12) weeks;
   c) Not more than five (5) rabbits.

6. Prohibited Animals

6.1 No person shall possess, breed, exhibit for entertainment or educational purposes or display in public either on a temporary basis or permanent basis, any Animal that is not an Allowable Animal, Bee or Hen.

6.2 Section 6.1 does not apply to:

   a) The premises of the City facility used for keeping Impounded Animals;
   b) The premises of any police department;
   c) Premises operated by the British Columbia Society for the Prevention of Cruelty to Animals;
   d) The premises of a veterinarian licensed by the college of Veterinarians of BC; providing the veterinarian is providing temporary care for a prohibited Animal;
e) Premises that keep prohibited Animals for which a valid permit is in place pursuant to the Wildlife Act, RSBC 1996, c. 488;

f) Premises that keep Animals for educational and research purposes, which are accredited by the Canadian Council for Animal Care.

7. Animal Responsibility Regulations and Prohibitions

7.1 No Owner shall allow any Animal to howl, bark or cry so as to unduly disturb the quiet, peace, rest, tranquility of two or more persons residing within a 50 metre radius of the parcel where the Animal is kept.

7.2 No Owner or person having the custody, care or control of an Animal other than a Cat, shall allow or permit the Animal to be At Large in the City.

7.3 An Owner of a Cat that permits the Cat to be At Large shall assume all risks associated with the Cat being At Large.

7.4 No Owner shall permit or allow an Animal to:

a) suffer from thermal distress, dehydration, discomfort or exertion causing unnecessary pain, suffering or injury;

b) bite a person or other Animal;

c) cause Minor Injury to a person or other Animal;

d) cause Serious Injury to a person or other Animal; or

e) cause the death of a person, wildlife or another Domestic Animal.

7.5 Every Owner of a diseased Animal must, where the disease poses a threat to the health or safety of a person or Animal, ensure that the diseased Animal does not leave the property or premises of the Owner other than for the purpose of a visit to a veterinarian, and the Animal must be transported in a manner so as to ensure that it does not come into contact with another person or Animal.

7.6 Notwithstanding any other provision of this Bylaw, no person shall:

a) abandon any Animal;

b) tease, torment, or provoke an Animal;

c) cause, permit or allow an Animal to suffer;

d) use choke, prong or shock collars or harsh physical or verbal corrections to train or restrain any Animal;

e) use poison, air pellet guns, bows and arrows, sling shots and the like on any Animal; or
f) breed, condition, train or allow any Dog to be a Fighting Dog.

7.7 No person, other than an Animal Control Officer, licensed pest control service provider, Community Cat Caregiver or accredited and licensed animal welfare organization, shall deploy a trap, snare, net or other device for the purpose of capturing a Cat.

7.8 No person shall bury an animal carcass on any parcel in the City.

8. Keeping and Licensing of Dogs

8.1 Every person who owns a Dog and resides in the City for more than 30 days shall obtain a licence before the Dog reaches the age of (3) months.

8.2 The Owner of a Dog for which a licence and corresponding licence tag have been issued under this bylaw shall affix, and keep affixed, the licence tag on the Dog by a collar, harness, or other suitable device.

8.3 Every licence and corresponding licence tag issued under this Bylaw shall expire on the 31st day of December in the calendar year in which the licence was issued.

8.4 The licence fees set out in the Fees and Charges Bylaw shall be reduced by one-half in respect of an application for a licence made on or after June 30.

8.5 Where an Owner seeks a reduced licence fee for a Dog that is Neutered or Spayed, the application shall be accompanied by a certificate signed by a qualified veterinarian indicating that the Dog has been Neutered or Spayed.

8.6 Where an Owner of a licensed Dog has a change of address within the City, the owner must promptly notify the City of their new address.

8.7 A Dog licence will be provided at no charge to the Owner of a registered guide Dog or service Dog upon presentation of a certificate issued pursuant to the provincial Guide Dog and Service Dog Act.

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

9. Aggressive Dog

9.1 Where a Dog meets the definition of an Aggressive Dog, an Animal Control Officer may issue a written notice to the Owner of that Dog advising the Owner of the designation and of the requirements of this bylaw with respect to Aggressive Dogs.

9.2 Every Owner of an Aggressive Dog shall:
   a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner’s property;

   b) ensure that the Dog is not At Large within the City at any time;
c) keep the Dog Muzzled when in a designated Off-Leash Area;

d) within thirty (30) calendar days of the notice that the Dog is an Aggressive Dog, ensure the Dog has Permanent Identification and provide the Permanent Identification information to the City;

e) within seven (7) calendar days of the notice that the Dog is an Aggressive Dog, provide a photograph of the Aggressive Dog to the Animal Shelter for identification purposes.

9.3 No person shall own or keep any Aggressive Dog unless the Dog is licensed as an Aggressive Dog by an Owner who is over nineteen (19) years of age and who keeps the Dog in compliance with all applicable requirements of this bylaw.

10. Biting Dog

10.1 Where a Dog meets the definition of a Biting Dog, and Animal Control Officer may issue a written notice to the Owner of that Dog advising the Owner of the designation and of the requirements of this Bylaw with respect to Biting Dogs.

10.2 Every Owner of a Biting Dog shall:

a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner’s property;

b) ensure that the Dog is not At Large within the City at any time;

c) ensure that the Dog is not in a designated Off-Leash Area in the City at any time;

d) keep the Dog Muzzled when not on the Owner’s property to prevent it from biting another Animal or human;

e) within thirty (30) calendar days of the notice that the Dog is a Biting Dog, ensure the Dog has Permanent Identification and provide the Permanent Identification information to the City;

f) within seven (7) calendar days of the notice that the Dog is a Biting Dog, provide a photograph of the Biting Dog to the Animal Shelter for identification purposes.

10.3 No person shall own or keep any Biting Dog unless the Dog is licensed as a Biting Dog by an Owner who is over nineteen (19) years of age and who keeps the Dog in compliance with all applicable requirements of this bylaw.
11. Dangerous Dogs

11.1 Where a Dog meets the definition of a Dangerous Dog, an Animal Control Officer may issue a written notice to the Owner of that Dog advising the Owner of the designation and of the requirements of this Bylaw with respect to Dangerous Dogs.

11.2 Every Owner of a Dangerous Dog shall:

a) secure the dog by a collar and leash that is a maximum length of one (1) metre when not on the Owner’s property;

b) ensure that the Dog is not At Large within the City at any time;

c) ensure that the Dog is not in a designated Off-Leash Area in the City at any time;

d) keep the Dog Muzzled when not on the Owner’s property to prevent it from biting another Animal or human;

e) post a clearly visible sign at all points of entry onto any premises where the Dog is being kept, temporarily or permanently, warning that there is a Dangerous Dog on the premises;

f) at all times while the Dog is on a person’s premises, keep the Dog securely confined indoors or confined outdoors in an Enclosure;

g) within thirty (30) calendar days of the notice that their dog is a Dangerous Dog, ensure the Dog has Permanent Identification and provide the Permanent Identification information to the Animal Shelter Manager; and

h) within seven (7) calendar days of the notice that the Dog is a Dangerous Dog, provide a photograph of the Dangerous Dog to the Animal Shelter for identification purposes.

11.3 The Owner of a Dangerous Dog shall promptly notify the City’s Animal Shelter Manager if:

a) the Dog is At Large; or

b) the Dog dies, is given away, or its place of residence changes.

11.4 No person shall own or keep any Dangerous Dog unless this Dog is licensed as a Dangerous Dog by an Owner who is over nineteen (19) years of age and who keeps the Dog in compliance with all applicable requirements of this bylaw.

11.5 In order to obtain a licence for a Dangerous Dog, an Owner of a Dangerous Dog shall supply the following documentation to the City:

a) complete Dog licence application;

b) written confirmation from a licensed veterinarian that the Dog has been Neutered or Spayed;
c) written confirmation that the Dog has Permanent Identification with the Permanent Identification information outlined on the application; and

d) payment of the Dangerous Dog licence fee as outlined in the Fees and Charges Bylaw.

11.6 If the Owner of a Dangerous Dog is unwilling or unable to comply with the requirements of this bylaw, ownership of the Dog may be surrendered to the City upon execution of the surrender form and paying any applicable fees.

12. Reconsideration and Re-Designation

12.1 An Owner of any Dog that has been designated as an Aggressive Dog, Biting Dog or Dangerous Dog by the Animal Control Officer may, within fourteen (14) calendar days of the notice, request in writing that the Bylaw Services Manager reconsider the decision. The request for reconsideration must be accompanied by;

a) written reasons why the Owner of the Dog believes the Dog is not an Aggressive Dog, Biting Dog or Dangerous Dog, as applicable; and

b) discussion of any Mitigating Factors, if applicable.

12.2 If a request for reconsideration is made, the Bylaw Services Manager may provide the Owner and any complainant with an opportunity to make representations regarding the designation. The Bylaw Services Manager may confirm, reverse or amend the designation decision and may cancel or modify any restrictions, requirements or conditions imposed by an Animal Control Officer and impose any new or additional restrictions, requirements or conditions as they deem necessary or appropriate in the circumstances.

12.3 Without limiting the generality of s. 12.2, the Bylaw Services Manager may require:

a) written confirmation from a Dog Behaviour Specialist that they have been retained and paid to provide behavioural remediation services for the Dog;

b) a written assessment of the Dog prepared by a Dog Behaviour Specialist within the last three (3) months.

12.4 After a period of at least one year from the date stated on a written notice designating a Dog as an Aggressive Dog, Biting Dog or Dangerous Dog, an Owner may apply to the City for relief from the requirements of this bylaw with respect to the applicable designation, provided that:

a) the City has received no further complaints in regard to that Dog’s behaviour; and

b) documentation that is acceptable to the Animal Control Officer in their sole discretion is provided to certify that the Owner and the Dog have successfully completed a course to address the Dog’s behaviour.

12.5 If a Dog is re-designated as an Aggressive Dog, Biting Dog or Dangerous Dog after relief has been granted, the requirements of the designation shall apply in perpetuity.
13. Guard Dogs

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

a) the Guard Dog is confined within the premises and the premises are secure against unauthorized entry;

b) the premises are completely enclosed by means of fence of the maximum height permitted by the City’s Zoning Bylaw and any gates in such fence are secured against unauthorized entry;

c) the Guard Dog is securely confined in an area within the premises that is adequate to ensure that the dog cannot escape;

13.2 Every owner of a Guard Dog must post warning signs advising of the presence of a Guard Dog on the property, at each driveway or entrance way to the property and at all exterior doors and gates of the premises. The sign must be reflective, kept in good condition and free of weathering, with lettering clearly visible at all times.

13.3 Every owner of a Guard Dog, before bringing the Guard Dog onto the premises under control of the Owner, must notify the Animal Shelter Manager, Fire Department, Bylaw Enforcement and Police of:

a) the address of the property which the Guard Dog will be guarding;

b) the approximate hours during which the Guard Dog will be performing guard duties;

c) the breed, age, sex and the licence number of the Guard Dog; and

d) the full names, addresses and telephone numbers of the Owner and any other individual who will be responsible for the Guard Dog while it is on guard duty.

14. Basic Care Requirements

14.1 The Owner of an Animal must ensure that the Animal is provided with:

a) clean, potable drinking water and food in sufficient quantity and of recognized nutritional quality to allow for the Animal’s normal growth and the maintenance of the Animal’s normal body weight;

b) clean food and water receptacles so as to avoid contamination by excrement or other contaminants;

c) the opportunity for regular exercise sufficient to maintain the Animal’s good health; including daily opportunities to be free of an Enclosure and exercised under appropriate control; and

d) necessary veterinary care when the Animal exhibits signs of pain, injury, illness, suffering or disease.
15. Outdoor Shelter Requirements

15.1 No Owner shall leave an Animal unattended outside unless the Animal is provided with outside Shelter that:

a) ensures protection from heat, cold, water and wet that is appropriate to the Animal’s weight and type of coat;

b) provides sufficient space to allow the Animal the ability to turn about freely and to easily stand, sit and lie in a normal position; is at least two (2) times the length of the Animal in all directions, and is at least as high as the Animal’s height measured from the floor to the highest point of the Animal when standing in a normal position plus 10%;

c) contains dry bedding that will assist with maintaining normal body temperature;

d) is secured so as to prevent the escape of the animal; and

e) is regularly cleaned and sanitized with all excreta removed and properly disposed of at least once a day.

15.2 No Owner of any Dog shall keep a Dog in an Enclosure unless all of the following requirements are met:

a) the Enclosure must be at least 2 metres in height and 2 metres in width;

b) the Enclosure must have secure sides, top and bottom and be capable of preventing the Dog from escaping;

c) the location of the Enclosure shall be within a rear yard and shall meet the requirements for an accessory structure contained within the City’s Zoning Bylaw;

d) the Enclosure shall include an outside Shelter that conforms with this Bylaw;

e) the Owner of any Dog shall ensure that such Dog is not confined to an Enclosure in excess of ten (10) hours within any twenty-four (24) hour period;

f) enclosure is regularly cleaned and sanitized with all the excreta removed and properly disposed of at least once daily.

15.3 No Owner shall cause, permit or allow a Dog to be:

a) left unattended at any time while tied, hitched or fastened to a fixed object in such a way that the Dog is able to leave the boundaries of the Owner’s property;

b) tied, hitched or Tethered with a choke collar, pinch, or prong collar;

c) tied, secured, tethered or penned in a front yard or within 1.5m of any side or backyard property line;
d) hitched, tied, or fastened to a fixed object except with a tether or sufficient length to enable the full and unrestricted movement of the Dog;

e) hitched, tied, or fastened to a fixed object for longer than four (4) hours within a 24-hour period; or

f) exercised by allowing it to run next to a motor vehicle.

16. Off-Leash Areas

16.1 Every person who utilizes an Off-Leash Area for their Dog shall comply with the requirements of this bylaw and with the applicable regulations established and posted by the City at the Off-Leash Area and:

a) When in an Off Leash Area, a Dog shall at all times be under the care and control of a person responsible for the Dog;

b) No person shall at any time have custody of more than three (3) Dogs in an Off-Leash Area;

c) Feces shall immediately be removed and disposed of appropriately;

d) No Owner shall permit a female Dog that is in heat to be in an Off-Leash Area;

e) No Owner shall permit a Biting Dog or a Dangerous Dog to be in an Off-Leash area;

f) No person shall leave a Dog unattended;

g) If a Dog displays Aggressive Behaviour toward a person or another Dog while in an Off-Leash Area, the Owner of the Dog shall immediately secure the Dog to a leash and remove the Dog from the Off-Leash Area; and

h) The Animal Control Officer may impound from an Off-Leash area any Dog that is not under the care and control of its Owner.

17. Parks

17.1 No Animal is permitted in a playground or sports field area belonging to the City, except in the case of a registered guide dog or service Dog, or where express written permission has been given for the use of a playground or sports field for the purpose of an event sanctioned by the City.

18. Animal Waste

18.1 Every Owner shall, at all times when his or her Animal is off the premises of the Owner, immediately remove or cause to be removed any feces deposited by the Animal and dispose of the feces in a sanitary manner.

18.2 Every Owner shall remove and dispose of any excrement left by their Dog on the premises owned or occupied by the Owner in a timely manner.
19. Animal in Vehicle

19.1 No Owner shall cause or allow an Animal to be confined in an Enclosure, or an enclosed space including, but not limited to a motor vehicle, without sufficient ventilation to prevent the Animal from suffering discomfort or heat or cold related injury. Such enclosed space or vehicle (if stationary) shall be in an area providing sufficient shade to protect the Animal from direct rays of the sun at all times.

19.2 No Owner may transport a living Animal on the running board, fender, hood, truck bed or other exterior part of a motor vehicle unless a suitable cage, carrier or guard rail is provided and is attached adequately to protect that Animal from falling or being thrown from the vehicle or otherwise injuring itself.

19.3 No Owner shall leave a Dog unattended in the open box area of a truck or open trailer while the truck or trailer is parked.

20. Standard of Care During Impoundment

20.1 The Animal Shelter Manager will ensure that all Animals Seized under this Bylaw receive sufficient food, water, shelter, and, if necessary, reasonable veterinary attention, and that the Animals are not mistreated during Seizure and Impoundment.

20.2 During the Impoundment period, the Animal Shelter Manager may:

a) provide such veterinary care for an injured or ill Impounded Animal as may be necessary to sustain its life; and

b) be entitled to recover the cost of veterinary care provided while the Animal was Impounded, in addition to any other fees due to the City for the redemption of the Animal, from the Owner.

20.3 If an Animal Shelter Manager considers that an Impounded Animal requires:

a) flea and tick treatment;

b) worm treatment;

c) vaccination;

d) examination by a veterinarian; or

e) urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian,

the Animal Shelter Manager may cause such care to be provided at the sole cost and expense of the Animal’s Owner.

20.4 The Animal Shelter Manager shall be entitled to demand and receive the daily boarding fees found in the Fees and Charges Bylaw.
20.5 The Animal Shelter Manager may authorize the euthanasia of any Domestic Animal subject to suffering that a veterinarian considers cannot be otherwise reasonably addressed.

21. Retention of Impounded Animal

21.1 Subject to s. 21.2, the Animal Shelter Manager shall retain an impounded Domestic Animal for a period of not less than ninety six (96) hours prior to its adoption, euthanasia, or disposal pursuant to this Bylaw.

21.2 Notwithstanding s. 21.1, ownership of an impounded Domestic Animal may be surrendered to the City with immediate effect, upon execution of the surrender form and paying any applicable fees.

22. Redemption and Costs

22.1 An Owner of an Animal seized under this bylaw, or any person authorized in writing on the Owner’s behalf, may redeem the Animal at any time prior to its adoption, euthanasia, or disposal under this Bylaw upon:

a) delivery to the Animal Shelter Manager of evidence satisfactory to the Animal Shelter Manager of Ownership of the Animal and compliance with all applicable provisions of this bylaw;

b) payment of the Impoundment and maintenance fees, costs, and charges incurred in respect of the Seizure and boarding of the Animal as set out in the Fees and Charges Bylaw;

c) the payment of the actual costs incurred for the veterinary care of the Animal; and

d) licensing or registration of the Animal with the City and payment of the current requisite licence or registration fee if the Animal is required to be licensed or registered pursuant to this Bylaw and is not licensed or registered.

23. Failure to Redeem

23.1 After a Domestic Animal has been Impounded for ninety six (96) hours, the Animal Shelter Manager may direct that the Animal:

a) be offered to the general public for adoption;

b) be placed with any person or organization deemed acceptable by the Animal Shelter Manager; or

c) be euthanized.

23.2 The Animal Shelter Manager may, pursuant to this Bylaw, put up for adoption any Domestic Animal Impounded under the following conditions:

a) no dog, cat or rabbit shall be adopted unless it is vaccinated and has an acceptable form of Permanent Identification;
b) no Domestic Animal shall be adopted unless a current year's licence is purchased, if applicable.

23.3 Where the Owner of an Animal does not claim an Impounded Animal, the Owner remains responsible for payment of all applicable fees.

23.4 No person shall take or release any Animal from the Animal Shelter without the consent of the Animal Shelter Manager.

24. Commercial Kennels

24.1 Every person who operates a Commercial Kennel shall:

a) obtain an annual Business Licence and pay an annual Business Licence fee as required under the City's Business Licence Bylaw;

b) locate the Commercial Kennel in a zone permitting kennel use pursuant to the City's Zoning Bylaw; and

c) at all times comply with the Code of Practice.

24.2 An Animal Control Officer may inspect the Commercial Kennel to ensure the requirements of this bylaw and the Code of Practice are being met.

24.3 If a Commercial Kennel fails to meet the requirements of this bylaw, the owner may be given fourteen (14) days' written notice to bring the non-conformity into compliance. If after the fourteen (14) day period, the Commercial Kennel is not compliant, the Animal Control Officer may recommend that the owner's business licence be suspended or cancelled.

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

25. Cat Regulation and Identification

25.1 Every Owner of a Cat must cause that Cat to bear sufficient identification to allow any person finding the Cat to identify and contact the Owner. For clarity, but without limiting the identification options open to an Owner, Cat identification may take the form of a collar and phone number tag worn by the Cat, or a tattoo or microchip traceable to the Owner of the Cat.

25.2 If an Animal Control Officer is unsure whether a Cat has been spayed or neutered, he or she may require the owner to provide proof in the form of a certificate from a Veterinarian.

25.3 Every Owner of a Cat that is unspayed or unneutered must ensure the Cat is not permitted to be At Large.
26. Hen Permits

26.1 Any person who keeps Hens must possess a valid Hen permit, which must be issued prior to any Hens arriving on the property.

26.2 The application process for a Hen permit shall include:

a) submitting a complete Hen permit application to the City in the form attached as Schedule “A” to this bylaw to the Animal Control Officer;

b) the applicant obtaining and providing the City with written consent from the property owner, if applicable; and

c) paying the one-time application fee as found in the Fees and Charges Bylaw.

26.3 Applications will be reviewed by an Animal Control Officer to ensure that all Bylaw requirements are satisfied. If the Animal Control Officer has refused to issue a Hen permit, the applicant may, within fourteen (14) calendar days, request in writing that the Bylaw Services Manager reconsider the decision. The request for reconsideration must be accompanied by written reasons why the applicant seeks to overturn the decision of the Animal Control Officer.

26.4 Permits issued under this provision are subject to the following conditions:

a) permits may be revoked by the Animal Shelter Manager or the Bylaw Services Manager where three (3) or more substantiated complaints from the public have been received and upon the recommendation of an Animal Control Officer;

b) only one (1) permit per residence will be issued; and

c) Hen permits are not transferable.

26.5 Applications must be submitted by the permit holder annually by December 31 to renew a Hen permit. Lapsed permits will require reapplication with consent from the property owner if applicable.

27. Hen Regulations

27.1 A property owner or occupant may only keep Hens in accordance with the following provisions:

a) a minimum of two (2) and a maximum of six (6) Hens may be kept on any property;

b) Hens may only be kept on properties with a single detached dwelling or in association with a permitted Education Service use as per the City’s Zoning Bylaw;

c) any Enclosure housing Hens, whether portable or stationary, shall always be located at least 1.5 metres from any property line;

d) any Enclosure containing Hens, whether that Shelter is portable or stationary, must not be located within the front yard;
e) Hens shall not be kept in a structure used for human habitation;

f) only one Enclosure containing Hens is permitted on a parcel;

g) Hens shall be kept secured within their Enclosure from sunset to 7:00 A.M;

h) any Enclosure housing Hens and the accompanying run must be fenced in such a manner to prevent the entry of vermin or predators and to confine the Hens;

i) Enclosures housing Hens shall be kept clean and free of odours;

j) all Hens shall be provided with consistent access to a nesting box, food, water, light, ventilation, veterinary care, and opportunities for essential behaviours such as scratching, dust-bathing and roosting;

k) poultry manure and waste products shall be composted or disposed of to prevent odours;

l) any diseased Hen shall be killed and the carcass destroyed;

m) no slaughtering of Hens may occur on the property;

n) a deceased Hen may only be disposed of by delivering it to a veterinarian, a landfill in a sealed bag, an abattoir or other facility with the ability to lawfully dispose of the carcass;

o) no Hen shall be buried on the property;

p) eggs are only permitted for personal consumption not for sale;

q) the Owner of a Hen shall follow biosecurity procedures recommended by Canadian Food Inspection Agency; and

r) the Owner of a Hen must not allow or permit the Hen to be At Large.

28. Hen Enclosures

28.1 All Hen Enclosures must have:

a) a run consisting of any combination of vegetated or bare earth;

b) a minimum enclosed floor area of 0.4 square metres (4 square feet) per Hen;

c) a wooden floor at least 0.3 metres above grade, or a concrete floor;

d) at least two (2) nest boxes; and

e) for each Hen, a minimum of eight (8) inches of perching space.
29. Bees

29.1 Any person who engages in Urban Beekeeping must:

a) adhere to all provincial Beekeeping regulations and possess a valid beekeeping permit, which must be procured prior to any bees arriving on the property; and

b) be a resident of the property where the bees are kept.

29.2 The application process for a Bee permit shall include:

a) submitting a complete beekeeping permit application in the form attached as Schedule “B” to this bylaw to the Animal Shelter Manager;

b) the applicant obtaining and providing the Animal Shelter Manager with written consent from the property owner, if applicable, and

c) paying the application fee as found in the Fees and Charges Bylaw.

29.3 Applications will be reviewed by an Animal Control Officer to ensure that all bylaw requirements are satisfied. If the Animal Control Officer has refused to issue a Bee permit, the applicant may, within fourteen (14) calendar days, request in writing that the Bylaw Services Manager reconsider the decision. The request for reconsideration must be accompanied by written reasons why the applicant seeks to overturn the decision of the Animal Control Officer.

29.4 Permits issued under this provision are subject to the following conditions:

a) permits may be revoked by the Animal Shelter Manager or the Bylaw Services Manager where three (3) or more substantiate complaints from the public have been received and upon recommendation of an Animal Control Officer;

b) only one (1) permit per residence will be issued; and

c) permits are not transferable.

29.5 Applications must be submitted by the permit holder annually by December 31 to renew a beekeeping permit. Lapsed permits will require reapplication with consent from the property owner if applicable.

29.6 Bees may only be kept on properties with a single detached dwelling.

29.7 Every person keeping Bees, and the owner of a parcel on which bees are kept, must ensure that there are no more than:

a) two (2) Beehives on a parcel of less than 1000 square metres (0.25 acres);

b) four (4) Beehives on a parcel that is between 1,000 square metres (0.25 acres) and 2,000 square metres (0.5 acres);

c) six (6) Beehives on a parcel that is over 2,000 square metres (0.5 acres).
29.8 Every person who engages in Urban Beekeeping, and the owner of a parcel on which Bees are kept, must ensure that:

a) All Beehives are located in a rear yard;

b) All Beehives are oriented to face away from adjacent properties, lanes, and streets; and

c) All Beehives allow a clear flight path of at least 7.5 metres straight ahead from the front of the Beehive to any property line.

29.9 Every person who engages in Urban Beekeeping and the owner of any parcel on which Bees are kept must:

a) Provide adequate water to prevent the Bees from seeking water from other sources, such as neighbourhood swimming pools, birdbaths, ponds, or other community bodies of water;

b) Take all reasonable measures to prevent swarming and aggressive behaviour;

c) If Bees swarm or show signs of aggressive behaviour, ensure that the Bees are requeened as soon as possible; and

d) Ensure that the entrances to the Beehives are facing away from the closest neighbouring property.

30. Obstruction

30.1 No person shall hinder, delay, or obstruct in any manner, directly or indirectly, an Animal Control Officer in carrying out the duties and powers of an Animal Control Officer under this bylaw.

31. Offences and Penalties

31.1 Every person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention of the bylaw shall be guilty of an offence and shall be liable on summary conviction to a penalty of not less than two thousand dollars ($2000.00) and not more than fifty thousand dollars ($50,000.00) or to imprisonment for not more than six months or to both. If the offence is a continuing one, each day that the offence is continued shall constitute a separate offence. Nothing in this section shall restrict the City's ability to enforce this bylaw in any other manner permitted by law.

31.2 Any written notice issued by the City as provided for in this bylaw shall be considered delivered seven (7) calendar days after the written notice was sent by the City via regular mail.
32. Severability

32.1 If any portion of this bylaw is held to be invalid by a Court of competent jurisdiction, then that invalid portion shall be severed, and the remainder of this bylaw shall be deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

33. Repeal

33.1 The “Responsible Dog Owner Bylaw No. 2015-27” and all amendments thereto are hereby repealed upon adoption of this bylaw.

READ A FIRST time this day of , 2021
READ A SECOND time this day of , 2021
READ A THIRD time this day of , 2021
RECEIVED the approval of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development day of , 2021
ADOPTED this day of , 2021

______________________________
John Vassilaki, Mayor

______________________________
Angie Collison, Corporate Officer
The Corporation of the City of Penticton

Bylaw No. 2021-16

An amendment to regulate enforcement of bylaw notices

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

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

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

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

1. **Title:**

   This Bylaw may be cited as the “Bylaw Notice Enforcement Amendment Bylaw No. 2021-16.”

2. **Amendment:**

   2.1 Amend Schedule ‘A’ by updating Appendices Index and by deleting and replacing in its entirety:

   Appendix 2 – Animal Control Bylaw No. 2021-02
   Appendix 7 – Zoning Bylaw No. 2021-01

   2.2 Appendix 2 and Appendix 7 attached hereto forms part of this bylaw.

READ A FIRST time this day of , 2021
READ A SECOND time this day of , 2021
READ A THIRD time this day of , 2021
ADOPTED this day of , 2021

______________________________
John Vassilaki, Mayor

______________________________
Angie Collison, Corporate Officer
## ANIMAL CONTROL BYLAW NO. 2021-02

### Schedule ‘A’

### APPENDIX 2

<table>
<thead>
<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Column A1 Fine</th>
<th>Column A2 Early Payment Penalty</th>
<th>Column A3 Late Payment Penalty</th>
<th>Column A4 Compliance Agreement Available</th>
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<td>Allow an animal to suffer</td>
<td>7.4(a)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>No</td>
</tr>
<tr>
<td>Bite a person or animal</td>
<td>7.4(b)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>No</td>
</tr>
<tr>
<td>Cause minor injury to a person or another animal</td>
<td>7.4(c)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>No</td>
</tr>
<tr>
<td>Cause serious injury to a person or another animal</td>
<td>7.4(d)</td>
<td>$475.00</td>
<td>$450.00</td>
<td>$500.00</td>
<td>No</td>
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<tr>
<td>Cause the death</td>
<td>7.4(e)</td>
<td>$475.00</td>
<td>$450.00</td>
<td>$500.00</td>
<td>No</td>
</tr>
<tr>
<td>Fail to confine a diseased animal</td>
<td>7.5</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Abandon an animal</td>
<td>7.6(a)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>Yes</td>
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<tr>
<td>Tease, torment or provoke an animal</td>
<td>7.6(b)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Cause, permit or allow an animal to suffer</td>
<td>7.6(c)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>No</td>
</tr>
<tr>
<td>Use harsh physical or verbal corrections</td>
<td>7.6(d)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>No</td>
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<tr>
<td>Use poison, air pellet gun, bows and arrows, sling shots and the like on any animal</td>
<td>7.6(e)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>No</td>
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<tr>
<td>Breed, condition or allow an animal to fight</td>
<td>7.6(f)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>No</td>
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<tr>
<td>Use of a prohibited trap</td>
<td>7.7</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
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<tr>
<td>Bury an animal carcass</td>
<td>7.8</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Fail to licence</td>
<td>8.1</td>
<td>$200.00</td>
<td>$190.00</td>
<td>$210.00</td>
<td>Yes</td>
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<tr>
<td>Fail to affix dog licence tag</td>
<td>8.2</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Aggressive dog improperly leashed</td>
<td>9.2(a)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
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<tr>
<td>Aggressive dog at large</td>
<td>9.2(b)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
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<tr>
<td>Aggressive dog not muzzled in off-lease area</td>
<td>9.2(c)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
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<tr>
<td>Aggressive dog without permanent identification</td>
<td>9.2(d)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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### Schedule A – Appendix 2 - Animal Control Bylaw No. 2021-02 continued…

<table>
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<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Column A1 Fine</th>
<th>Column A2 Early Payment Penalty</th>
<th>Column A3 Late Payment Penalty</th>
<th>Column A4 Compliance Agreement Available</th>
</tr>
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<tbody>
<tr>
<td>Fail to provide a photo of aggressive dog</td>
<td>9.2(e)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Biting dog improperly leashed</td>
<td>10.2(a)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
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<tr>
<td>Biting dog at large</td>
<td>10.2(b)</td>
<td>$450.00</td>
<td>$375.00</td>
<td>$475.00</td>
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<tr>
<td>Biting dog in off-leash area</td>
<td>10.2(c)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Biting dog not muzzled</td>
<td>10.2(d)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Biting dog without permanent identification</td>
<td>10.2(e)</td>
<td>$150.00</td>
<td>$140.00</td>
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<tr>
<td>Fail to provide a photo of the biting dog</td>
<td>10.2(f)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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<tr>
<td>Dangerous dog improperly leashed</td>
<td>11.2(a)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dangerous dog at large</td>
<td>11.2(b)</td>
<td>$475.00</td>
<td>$450.00</td>
<td>$500.00</td>
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<td>Dangerous dog in off-leash area</td>
<td>11.2(c)</td>
<td>$475.00</td>
<td>$450.00</td>
<td>$500.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dangerous dog not muzzled</td>
<td>11.2(d)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dangerous dog warning sign not posted</td>
<td>11.2(e)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dangerous dog not in enclosure</td>
<td>11.2(f)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dangerous dog without permanent identification</td>
<td>11.2(g)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fail to provide a photo of dangerous dog</td>
<td>11.2(h)</td>
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<td>$140.00</td>
<td>$160.00</td>
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<td>Fail to notify of dangerous dog at large</td>
<td>11.3(a)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>No</td>
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<tr>
<td>Fail to notify of dangerous dog change</td>
<td>11.3(b)</td>
<td>$450.00</td>
<td>$425.00</td>
<td>$475.00</td>
<td>No</td>
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<tr>
<td>Fail to prevent unauthorized entry</td>
<td>13.1(a)</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fail to fence property adequately</td>
<td>13.1(b)</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
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<tr>
<td>Fail to confine guard dog</td>
<td>13.1(c)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fail to post guard dog warning signs</td>
<td>13.2</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
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<tr>
<td>Fail to notify enforcement of the guard dog</td>
<td>13.3</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fail to provide food/water</td>
<td>14.1(a)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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<tr>
<td>Fail to clean receptacles</td>
<td>14.1(b)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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<tr>
<td>Fail to provide exercise</td>
<td>14.1(c)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<td>Fail to provide vet care</td>
<td>14.1(d)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Description of Offence</td>
<td>Bylaw Section</td>
<td>Column A1 Fine</td>
<td>Column A2 Early Payment Penalty</td>
<td>Column A3 Late Payment Penalty</td>
<td>Column A4 Compliance Agreement Available</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>---------------</td>
<td>----------------</td>
<td>---------------------------------</td>
<td>--------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Failure to meet shelter standards</td>
<td>15.1(a)</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Inadequate shelter space</td>
<td>15.1(b)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Inadequate shelter bedding</td>
<td>15.1(c)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Failure to properly secure shelter</td>
<td>15.1(d)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fail to clean shelter</td>
<td>15.1(e)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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<tr>
<td>Inadequate enclosure space</td>
<td>15.2(a)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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<tr>
<td>Enclosure constructed contrary to bylaw</td>
<td>15.2(b)</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
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<tr>
<td>Improper location of enclosure</td>
<td>15.2(c)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
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<td>Failure to provide shelter within enclosure</td>
<td>15.2(d)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
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<tr>
<td>Dog confined in enclosure too long</td>
<td>15.2(e)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Fail to clean enclosure</td>
<td>15.2(f)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dog tied to object improperly</td>
<td>15.3(a)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dog confined by neck with choke, pinch or prong collar</td>
<td>15.3(b)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Within front yard or 1.5m of property line</td>
<td>15.3(c)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dog tether of insufficient length</td>
<td>15.3(d)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Dog tied for over four hours</td>
<td>15.3(e)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Exercised by running next to motor vehicle</td>
<td>15.3(f)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
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<tr>
<td>Fail to control dog</td>
<td>16.1(a)</td>
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<tr>
<td>Fail to remove feces in off-leash area</td>
<td>16.1(c)</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>No</td>
</tr>
<tr>
<td>Fail to leash and remove dog from off-leash area</td>
<td>16.1(g)</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>No</td>
</tr>
<tr>
<td>Dog in prohibited area</td>
<td>17.1</td>
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<td>$90.00</td>
<td>$110.00</td>
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</tr>
<tr>
<td>Fail to remove animal feces</td>
<td>18.1</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Fail to remove animal feces from owner property</td>
<td>18.2</td>
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<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Confined in vehicle</td>
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<td>$475.00</td>
<td>$450.00</td>
<td>$500.00</td>
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<tr>
<td>Improperly confined for transport</td>
<td>19.2</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Unattended in open box area of a truck or open trailer</td>
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<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
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<tr>
<td>Fail to obtain a business licence for commercial kennel</td>
<td>24.1(a)</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$325.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Use contrary to zoning bylaw</td>
<td>24.1(b)</td>
<td>$150.00</td>
<td>$140.00</td>
<td>$160.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>
### Schedule A – Appendix 2 - Animal Control Bylaw No. 2021-02 continued…

<table>
<thead>
<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Column A1 Fine</th>
<th>Column A2 Early Payment Penalty</th>
<th>Column A3 Late Payment Penalty</th>
<th>Column A4 Compliance Agreement Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fail to comply with Code of Practice</td>
<td>24.1(c)</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
<td>Yes</td>
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<tr>
<td>Fail to allow inspection</td>
<td>24.2</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
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<tr>
<td>Fail to keep dogs in between the hours of 8pm and 7am</td>
<td>24.4</td>
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<td>$175.00</td>
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<tr>
<td>Insufficient identification on cat</td>
<td>25.1</td>
<td>$50.00</td>
<td>$40.00</td>
<td>$60.00</td>
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<tr>
<td>Unspayed or unneutered cat at large</td>
<td>25.3</td>
<td>$50.00</td>
<td>$40.00</td>
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<td>Yes</td>
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<tr>
<td>Failure to obtain a hen permit</td>
<td>26.1</td>
<td>$100.00</td>
<td>$90.00</td>
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<td>Failure to comply with hen keeping provisions</td>
<td>27.1</td>
<td>$250.00</td>
<td>$225.00</td>
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<td>Inadequate hen enclosure</td>
<td>28.1</td>
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<td>$90.00</td>
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<td>Failure to obtain a beekeeping permit</td>
<td>29.1(a)</td>
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<td>$90.00</td>
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<td>Fail to reside on property where bees are being kept</td>
<td>29.1(b)</td>
<td>$100.00</td>
<td>$90.00</td>
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<tr>
<td>Too many beehives for parcel size</td>
<td>29.7</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
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<tr>
<td>Beehive placement contrary to bylaw</td>
<td>29.8</td>
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<td>$140.00</td>
<td>$160.00</td>
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</tr>
<tr>
<td>Beekeeping contrary to bylaw</td>
<td>29.9</td>
<td>$200.00</td>
<td>$175.00</td>
<td>$225.00</td>
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## ZONING BYLAW NO. 2021-01

### APPENDIX 7

<table>
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<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Column A1</th>
<th>Column A2</th>
<th>Column A3</th>
<th>Column A4</th>
</tr>
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<tbody>
<tr>
<td>Commence or undertake a use, cause, suffer or permit contrary to the bylaw</td>
<td>1.9.1 &amp; 1.9.2</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<td>Use of metal storage containers contrary to the bylaw</td>
<td>4.8.4</td>
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<td>$90.00</td>
<td>$110.00</td>
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</tr>
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<td>Fail to screen refuse bin and recycling bins</td>
<td>4.10.2</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$85.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Development contrary to Streamside Protection</td>
<td>4.14.1</td>
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<td>$90.00</td>
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<tr>
<td>Fence height contrary to bylaw</td>
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<td>$75.00</td>
<td>$65.00</td>
<td>$85.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Fencing material contrary to bylaw</td>
<td>5.4.1.2 &amp; 5.4.1.3</td>
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<td>$90.00</td>
<td>$110.00</td>
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<tr>
<td>Temporary fencing contrary to bylaw</td>
<td>5.4.1.4 &amp; 5.4.1.5</td>
<td>$250.00</td>
<td>$225.00</td>
<td>$275.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Vehicle parked or stored contrary to bylaw</td>
<td>6.1.1.6</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$85.00</td>
<td>Yes</td>
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<td>More than one (1) RV</td>
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<td>$75.00</td>
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<td>Operate a Bed and Breakfast Home contrary to bylaw</td>
<td>7.2</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Operate a minor, major or rural home occupation contrary to bylaw</td>
<td>7.3, 7.4, 7.5</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Operating a vacation rental contrary to bylaw</td>
<td>7.6</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Secondary suite contrary to bylaw</td>
<td>8.1</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Carriage house contrary to bylaw</td>
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<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<td>Duplex suite contrary to bylaw</td>
<td>8.3</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
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<tr>
<td>Flex unit contrary to bylaw</td>
<td>8.4</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
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<tr>
<td>Security operator dwelling unit contrary to bylaw</td>
<td>8.5</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$110.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>
The Corporation of the City of Penticton

Bylaw No. 2021-17

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

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

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

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

1. **Title:**
   
   This Bylaw may be cited as “Municipal Ticketing Information Amendment Bylaw No. 2021-17”.

2. **Amendment:**

   2.1 Amend “City of Penticton Ticket Information Bylaw No. 2012-5021” by updating Schedule A:

   i. In column 1 under Designated Bylaws, change 2. to read Animal Control No. 2021-02, in column 2 change designated bylaw enforcement officer from Dog Control Officer to Animal Control Officer.

   ii. In column 1 under Designated Bylaws, change 7. to read Zoning Bylaw No. 2021-01

   2.2 Delete and replace the following Schedule in its entirety:

   - Schedule B2 – Animal Control Bylaw No. 2021-02
   - Schedule B7 – Zoning Bylaw No. 2021-01

   2.3 Schedule B2 and B7 attached hereto forms part of this bylaw.

READ A FIRST time this day of , 2021

READ A SECOND time this day of , 2021

READ A THIRD time this day of , 2021

ADOPTED this day of , 2021

____________________________________
John Vassilaki, Mayor

____________________________________
Angie Collison, Corporate Officer
### Animal Control Bylaw No. 2021-02

<table>
<thead>
<tr>
<th>Description of Offence</th>
<th>Bylaw Section</th>
<th>Fine</th>
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<tbody>
<tr>
<td>Failure to allow inspection</td>
<td>4.1</td>
<td>$500.00</td>
</tr>
<tr>
<td>Keeping of excessive companion animals</td>
<td>5.1</td>
<td>$400.00</td>
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<tr>
<td>Keeping of prohibited animal</td>
<td>6.1</td>
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<tr>
<td>Fail to prevent excessive animal noise</td>
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<tr>
<td>Animal at large</td>
<td>7.2</td>
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<tr>
<td>Allow an animal to suffer</td>
<td>7.4(a)</td>
<td>$600.00</td>
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<tr>
<td>Bite a person or animal</td>
<td>7.4(b)</td>
<td>$600.00</td>
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<tr>
<td>Cause minor injury to a person or another animal</td>
<td>7.4(c)</td>
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<tr>
<td>Cause serious injury to a person or another animal</td>
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<td>Cause the death</td>
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<tr>
<td>Fail to confine a diseased animal</td>
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<tr>
<td>Abandon an animal</td>
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<tr>
<td>Tease, torment or provoke an animal</td>
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<tr>
<td>Cause, permit or allow an animal to suffer</td>
<td>7.6(c)</td>
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<td>Use harsh physical or verbal corrections</td>
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<td>Use poison, air pellet gun, bows and arrows, sling shots and the like on any animal</td>
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<td>Breed, condition or allow an animal to fight</td>
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<td>Use of a prohibited trap</td>
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<td>Bury an animal carcass</td>
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<tr>
<td>Fail to licence</td>
<td>8.1</td>
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<tr>
<td>Fail to affix dog licence tag</td>
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<td>$200.00</td>
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<tr>
<td>Violation</td>
<td>Section</td>
<td>Fine</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------</td>
<td>--------</td>
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<tr>
<td>Aggressive dog improperly leashed</td>
<td>9.2(a)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Aggressive dog at large</td>
<td>9.2(b)</td>
<td>$600.00</td>
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<tr>
<td>Aggressive dog not muzzled in off-leash area</td>
<td>9.2(c)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Aggressive dog without permanent identification</td>
<td>9.2(d)</td>
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<tr>
<td>Fail to provide a photo of aggressive dog</td>
<td>9.2(e)</td>
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<tr>
<td>Biting dog improperly leashed</td>
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<tr>
<td>Biting dog at large</td>
<td>10.2(b)</td>
<td>$900.00</td>
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<td>Biting dog in off-leash area</td>
<td>10.2(c)</td>
<td>$600.00</td>
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<tr>
<td>Biting dog not muzzled</td>
<td>10.2(d)</td>
<td>$600.00</td>
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<tr>
<td>Biting dog without permanent identification</td>
<td>10.2(e)</td>
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<tr>
<td>Fail to provide a photo of the biting dog</td>
<td>10.2(f)</td>
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<tr>
<td>Dangerous dog improperly leashed</td>
<td>11.2(a)</td>
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<tr>
<td>Dangerous dog at large</td>
<td>11.2(b)</td>
<td>$950.00</td>
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<tr>
<td>Dangerous dog in off-leash area</td>
<td>11.2(c)</td>
<td>$950.00</td>
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<tr>
<td>Dangerous dog not muzzled</td>
<td>11.2(d)</td>
<td>$600.00</td>
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<tr>
<td>Dangerous dog warning sign not posted</td>
<td>11.2(e)</td>
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<tr>
<td>Dangerous dog not in enclosure</td>
<td>11.2(f)</td>
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<tr>
<td>Dangerous dog without permanent identification</td>
<td>11.2(g)</td>
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<tr>
<td>Fail to provide a photo of dangerous dog</td>
<td>11.2(h)</td>
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<tr>
<td>Fail to notify of dangerous dog at large</td>
<td>11.3(a)</td>
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<td>Fail to notify of dangerous dog change</td>
<td>11.3(b)</td>
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<tr>
<td>Fail to prevent unauthorized entry</td>
<td>13.1(a)</td>
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<tr>
<td>Fail to fence property adequately</td>
<td>13.1(b)</td>
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<tr>
<td>Fail to confine guard dog</td>
<td>13.1(c)</td>
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<tr>
<td>Fail to post guard dog warning signs</td>
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<tr>
<td>Fail to notify enforcement of the guard dog</td>
<td>13.3</td>
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<td>Fail to provide food/water</td>
<td>14.1(a)</td>
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<td>Violation</td>
<td>Provision</td>
<td>Fine</td>
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<tr>
<td>Fail to clean receptacles</td>
<td>14.1(b)</td>
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<td>Fail to provide exercise</td>
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<td>Fail to provide vet care</td>
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<td>Failure to meet shelter standards</td>
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<td>Inadequate shelter space</td>
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<td>Inadequate shelter bedding</td>
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<tr>
<td>Failure to properly secure shelter</td>
<td>15.1(d)</td>
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<td>Fail to clean shelter</td>
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<tr>
<td>Inadequate enclosure space</td>
<td>15.2(a)</td>
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<td>Enclosure constructed contrary to bylaw</td>
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<td>Improper location of enclosure</td>
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<td>Failure to provide shelter within enclosure</td>
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<tr>
<td>Dog confined in enclosure too long</td>
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<td>Fail to clean enclosure</td>
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<td>Dog tied to object improperly</td>
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<td>Dog confined by neck with choke, pinch or prong collar</td>
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<td>Within front yard or 1.5m of property line</td>
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<td>Dog tether of insufficient length</td>
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<td>Dog tied for over four hours</td>
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<td>Exercised by running next to motor vehicle</td>
<td>15.3(f)</td>
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<td>Fail to control dog</td>
<td>16.1(a)</td>
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<td>Fail to remove feces in off-leash area</td>
<td>16.1(c)</td>
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<tr>
<td>Fail to leash and remove dog from off-leash area</td>
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<td>Dog in prohibited area</td>
<td>17.1</td>
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<td>Fail to remove animal feces</td>
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<td>Fail to remove animal feces from owner property</td>
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<td>Confined in vehicle</td>
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<td>Violation</td>
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<tr>
<td>Improperly confined for transport</td>
<td>19.2</td>
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<td>Unattended in open box area of a truck or open trailer</td>
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<td>Fail to obtain a business licence for commercial kennel</td>
<td>24.1(a)</td>
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<tr>
<td>Use contrary to zoning bylaw</td>
<td>24.1(b)</td>
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<tr>
<td>Fail to comply with Code of Practice</td>
<td>24.1(c)</td>
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<tr>
<td>Fail to allow inspection</td>
<td>24.2</td>
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<td>Fail to keep dogs in between the hours of 8pm and 7am</td>
<td>24.4</td>
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<td>Insufficient identification on cat</td>
<td>25.1</td>
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<td>Unspayed or unneuterated cat at large</td>
<td>25.3</td>
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<td>Failure to obtain a hen permit</td>
<td>26.1</td>
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<td>Failure to comply with hen keeping provisions</td>
<td>27.1</td>
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<td>Inadequate hen enclosure</td>
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<td>Failure to obtain a beekeeping permit</td>
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<tr>
<td>Fail to reside on property where bees are being kept</td>
<td>29.1(b)</td>
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<tr>
<td>Too many beehives for parcel size</td>
<td>29.7</td>
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<td>Beehive placement contrary to bylaw</td>
<td>29.8</td>
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<tr>
<td>Beekeeping contrary to bylaw</td>
<td>29.9</td>
<td>$400.00</td>
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<tr>
<td>Description of Offence</td>
<td>Bylaw Section</td>
<td>Fine</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td>---------------</td>
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<td>Commence or undertake a use, cause, suffer or permit contrary to the bylaw</td>
<td>1.9.1 &amp; 1.9.2</td>
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<td>Use of metal storage containers contrary to the bylaw</td>
<td>4.8.4</td>
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<td>Fail to screen refuse bin and recycling bins</td>
<td>4.10.2</td>
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<tr>
<td>Development contrary to Streamside Protection</td>
<td>4.14.1</td>
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<tr>
<td>Fence height contrary to bylaw</td>
<td>5.4.1</td>
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<td>Fencing material contrary to bylaw</td>
<td>5.4.1.2 &amp; 5.4.1.3</td>
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<td>Temporary fencing contrary to bylaw</td>
<td>5.4.1.4 &amp; 5.4.1.5</td>
<td>$500.00</td>
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<tr>
<td>Vehicle parked or stored contrary to bylaw</td>
<td>6.1.1.6</td>
<td>$150.00</td>
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<tr>
<td>More than one (1) RV</td>
<td>6.1.1.7</td>
<td>$150.00</td>
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<tr>
<td>Operate a Bed and Breakfast Home contrary to bylaw</td>
<td>7.2</td>
<td>$200.00</td>
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<td>7.3, 7.4, 7.5</td>
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<tr>
<td>Operating a vacation rental contrary to bylaw</td>
<td>7.6</td>
<td>$200.00</td>
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<tr>
<td>Secondary suite contrary to bylaw</td>
<td>8.1</td>
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<tr>
<td>Carriage house contrary to bylaw</td>
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<tr>
<td>Duplex suite contrary to bylaw</td>
<td>8.3</td>
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<tr>
<td>Flex unit contrary to bylaw</td>
<td>8.4</td>
<td>$200.00</td>
</tr>
<tr>
<td>Security operator dwelling unit contrary to bylaw</td>
<td>8.5</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
Council Report

Date: September 7, 2021  
To: Donny van Dyk, Chief Administrative Officer  
From: Sheri Raposo, Land Administrator  
Subject: License to Use Agreement – Penticton Community Gardens Society  
480 Vancouver Avenue, Penticton, BC

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Staff Recommendation

THAT Council refer the renewal of a three year nominal License to Use (LTU) agreement to the Penticton Community Gardens Society for the use of a portion of 480 Vancouver Avenue (Vancouver Hill) to the Parks & Recreation Advisory Committee for their review and recommendation.

Property Description

Vancouver Avenue Park is a total of 2.74 acres and is identified in the Parks and Recreation Master Plan as a Community Park. Aside from the community garden there has been no formal development of the site, and there are no immediate plans to develop the site. The majority of the site is severely sloped, making use and cost of development a challenge. The site in the past, was identified as a potential off-leash area for dogs, but was not favoured due to its severe slopes.

Background

The Society established in 1998, is a non-profit society created to provide opportunities for local residents to grow their own vegetables and flowers through the rental of individual garden plots. The Society started with 26 plots and has since grown to 67 raised bed garden plots.

There are currently approximately 117 members of the Society who either share or rent their own plots. All renters must pay a membership fee and an annual rental fee for a plot. Rental fees are $30 for a small plot and $60 for a large plot. The plots are primarily rented by seniors and young families who do not have the ability to grow vegetables at their own residences.

In addition to the garden plots, the site has a tool storage shed, underground irrigation system, deer fencing, a composting centre, an interpretive garden, a sculpture, parking and pathways. The Society is operated by volunteers who are responsible for the maintenance within the Licensed Area.
The Society has held several LTU agreements with the City since 1998 at a nominal rate and has made several additions to the site in the past few years through the support of grants, donations and contributions by the City. The current License to Use agreement has expired. The Society has confirmed they wish to continue using the land for the purpose of operating a community garden.

**Park Land Protection and Use Policy references**

As this is parkland, the Park Land Protection and Use Policy requires new agreements or renewal of agreements within our parkland follow the following procedure:

Step 1: Application to renew submitted to City staff
Step 2: Proposal brought forward to Open Council meeting
Step 3: Circulation of application to City Departments and Parks & Recreation Advisory Committee
Step 4: City staff conduct License Review to confirm conditions of license met and license in good standing
Step 5: City staff review finding with Parks & Recreation Advisory Committee
Step 6: Parks & Recreation Advisory Committee review application and feedback from staff
Step 7: Parks & Recreation Advisory Committee would then make a recommendation to Council to approve or deny the renewal

If directed by Council, Staff will present a report to the Committee on September 20, 2021.

**License to Use Summary**

The proposed term of the License to Use agreement is from November 1, 2021 to October 31, 2024.

The Society will continue to be responsible for the maintenance, day to day upkeep, water, safety and security of the garden.

The City will continue to blow out the irrigation system in the fall and start up the irrigation system each spring, provide compost, soil and mulch materials as needed.

**Financial Implication**

Under the proposed License to Use agreement, the Penticton Community Gardens Society has a license to use the property for a $1.00 nominal rate. The Society will continue to be able to apply for annual tax exemptions through the Permissive Tax Exemption program and for 2021 will receive an exemption estimated at $1,110. The estimated cost implications to the City for this land is approximately $500.00 per year.

**Analysis**

Community gardens are in alignment with early findings of the Food Security Strategy the City is currently working on with community partners. With the last review estimating that approximately 14.1% of households in the region were experiencing food insecurity, community gardens create community and long-term solutions to food security. Those who participate in community gardens enjoy the socialization and have better access to fresh fruits and vegetables. Community gardens also provide educational opportunities for the community to learn to plant and preserve the harvest garden. Gardening also improves the emotional and physical well-being of people by providing social opportunities that build a sense of community and belonging.
**Attachments**

Attachment A – Aerial view of Licensed Area

Attachment B – Draft License to Use Agreement

Respectfully submitted,

Sheri Raposo  
Land Administrator

<table>
<thead>
<tr>
<th>GM Finance &amp; Administration</th>
<th>GM Community Services</th>
<th>Acting GM Infrastructure</th>
<th>Chief Administrative Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>LWZ</td>
<td>LM</td>
<td>LG</td>
<td>DvD</td>
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</table>
ATTACHMENT A

Aerial view of Licensed Area shown outlined in red
LICENSE TO USE AGREEMENT

<table>
<thead>
<tr>
<th>Nature of Agreement:</th>
<th>License to Use</th>
<th>File No.: 4320-80</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particulars:</td>
<td>Use of a portion of City land for the purpose of operating a community garden located at 480 Vancouver Avenue (Vancouver Hill Park).</td>
<td></td>
</tr>
</tbody>
</table>

THIS AGREEMENT dated for reference the ______ day of ________________, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF PENTICTON
A duly incorporated City Municipality under the laws of the Province of British Columbia, located at 171 Main Street, Penticton, BC V2A 5A9

(the “City”) OF THE FIRST PART

AND:

PENTICTON COMMUNITY GARDENS SOCIETY (Inc. No. S0038294)
a Society incorporated under the laws of the Province of British Columbia, having its registered and records office at 129 Nanaimo Ave W, Penticton, BC V2A 1N2

(the “Licensee”) OF THE SECOND PART

WHEREAS the City has agreed to grant a license to the Licensee to enter on that parcel of the land described in the Schedule A attached hereto (the “Licensed Area”);

NOW THEREFORE, in consideration of the fee to be paid by, and the covenants of the Licensee, the parties agree as follows:

1. Grant of License

The City, on the terms set forth herein grants a license to the Licensee to enter onto the Licensed Area for the purposes described in the Management Plan attached hereto as Schedule B (the “Management Plan”) on an “as is” basis and the City makes no representations or warranties as to the suitability of the Licensed Area for the intended use..
2. **Duration**

2.1 This agreement and the rights granted shall be for a term of **THREE (3) YEARS** commencing on **November 1, 2021** (the “Commencement Date”) through **October 31, 2024**, unless cancelled in accordance with the terms of this agreement.

3. **License Fee**

The Licensee shall pay to the City, a License Fee of **TEN ($10.00) dollars**, the receipt of which is hereby acknowledged.

4. **Covenants of the Licensee**

The Licensee covenants and agrees with the City:

   a) to pay the License Fee due at the address of the City first written or at such other place as the City may specify from time to time;

   b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Licensed Area or any improvements thereon (herein called “Property Taxes”); If applicable, the Licensee may apply for Permissive Tax Grants annually.

   c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Licensed Area and improvements situate thereon, or their use and occupation;

   d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Licensed Area or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to owners or occupiers of the property or the adjoining land;

   e) to indemnify, save harmless, release and forever discharge the City, their elected and appointed officials and employees from and against all manners of actions, causes of actions, claims, debts, suits, damages demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, or any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Licensee in connection with or in a consequence of this agreement, save and except to the extent caused by any act, omission, negligence or default of the City, its elected and appointed officials and employees;

   f) to keep the Licensed Area in a safe, clean, tidy and sanitary condition satisfactory to the City and to make clean, tidy and sanitary any portion of the Licensed Area or any improvement that the City may direct by notice in writing to the Licensee;
g) to use and occupy the Licensed Area in accordance with the provisions of this agreement including those provisions and requirements set forth in the Management Plan;

h) to permit the City, or its authorized representative, to enter upon the Licensed Area at any time, with 72 hours of notice to the Licensee, to test, inspect or perform such other work as the City may deem necessary or desirable;

i) that on the expiration or at the earlier cancellation of this agreement unless renewed:
   i. to peaceably quit and deliver possession of the Licensed Area to the City;
   ii. to remove all fixtures, structures, machinery, apparatus and all other things placed on the Licensed Area by the Licensee, leaving the Licensed Area in a clean and clear condition within one hundred and eighty (180) days of the termination of this Agreement and leave the Licensed Area in good repair, restoring the Licensed Area to a condition similar to that at the Commencement Date. One hundred and eighty (180) days after the expiration or cancellation of this agreement, any improvements or fixtures that remain on the Licensed Area shall be absolutely forfeited and become the property of the City and the City, at their sole discretion, may remove any or all of the improvements or fixtures that were requested to be removed, but left by the Licensee, from the Licensed Area and the Licensee shall, on demand, compensate the City for all costs incurred by the City respecting their removal and disposal.

j) to the extent necessary, this covenant shall survive the expiration or cancellation of this agreement;

k) to effect and keep in force during the term, insurance protecting the City and the Licensee (without any rights of cross-claim or subrogation against the City) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Licensed Area to an amount not less than FIVE MILLION ($5,000,000.00) DOLLARS, and to name the City as an additional insured on the policy with the inclusion of the following clauses:

   “Cross Liability” clause:
   “The insurance afforded by the insurance policy shall apply in the same manner to all insureds, as though separate policies were issued to each insured in the event an action is brought against any of the additional insured by or on behalf of any other additional insured.”
“Cancellation” clause:

“It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled (prior to thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all additional insured)."

and deliver to the City written confirmation of the required insurance coverage upon execution of this Agreement;

l) the Licensee will provide the City with a new Certificate of Liability Insurance annually upon renewal;

m) notwithstanding subsection k) of Section 4, the City may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within sixty (60) days of receiving such notice, cause the amount of insurance posted, pursuant to subsection k) of Section 4 to be changed to the amount specified in the notice and deliver to the City written confirmation of the change;

n) not to place any improvements on the Licensed Area other than those described elsewhere in this agreement, without prior written consent of the City;

o) not cause or permit any unusual or objectionable noises, or lights, to emanate from the Licensed Area;

p) not cause or permit any unusual or objectionable odours which may be noxious or offensive or which could constitute a public or private nuisance;

q) not cause or permit any waste or damage;

r) to observe and comply with any rules or regulations the City may make from time to time pertaining to the operation, reputation, safety, care or cleanliness of the Licensed Area and any use thereof as provided herein;

s) that if, as a consequence of any release of a Hazardous Substance resulting from the Licensee’s use of the Licensed Area in or on the Licensed Area by the Licensee or its servants, agents, or contractors or any person for whom the Licensee is in law responsible, any actions are required to be taken in order to comply with any Government Requirement applicable to the use, presence or removal of such Hazardous Substance on or from the Licensed Area (including any Governmental Requirement relating to testing for or identification of Hazardous Substances) and if the Licensee has received notice in writing of such Governmental Requirement from the relevant authority (whether the requirement is made of the City or Licensee), then the Licensee shall at its expense take such action as required by the Governmental Requirement (or alternatively such other action as may be acceptable to the relevant authority after discussing with the Licensee). For the purposes of this paragraph:
**Governmental Requirement(s)** means all requirements made or imposed pursuant to law by federal, provincial, municipal or other governments including requirements of the Environmental Laws.

**Hazardous Substances** means any substances that are defined as or regulated as being waste, contaminants, pollutants, fungicides, insecticides, herbicides, dangerous substances, industrial waste, special waste, toxic substances, hazardous waste, hazardous material, or hazardous substance whether or not defined as such or pursuant to any law, regulation or order.

**Environmental Laws** means all applicable federal, provincial, municipal or local laws, statutes or ordinances, as they may be amended from time to time after the Commencement Date of the license relating to the environment, occupational safety and the transportation or regulations of Hazardous Substances.

t) that if, the Licensee fails to take any action required to be taken pursuant to any consequence of any release of a Hazardous Substance the City may (but not be obligated to) take such action after giving thirty (30) days written notice to the Licensee of its intention to do so, unless within such thirty (30) day period that Licensee has taken the required action or has commenced in and is continuing diligently to carry out such action, and the City shall for that purpose, be permitted to enter the Licensed Area with the appropriate equipment. The Licensee covenants to reimburse the City for all reasonable costs incurred by the City in taking such required action pursuant to the release of any Hazardous Substance within thirty (30) days after receiving from the City an invoice and reasonable supporting details relating to such costs.

5. **Non-Exclusivity**

5.1 The Licensee acknowledge and agree that this agreement herein shall not entitle the Licensee to exclusive possession of the Licensed Area.

5.2 The Licensee covenants and agrees not to interfere with the activities of any other person to enter on and use the Licensed Area under any prior or subsequent license granted by the City.

5.3 The parties hereto acknowledge that the license granted to the Licensee herein is a license only and shall not, under any circumstances, constitute a partnership, lease or joint venture between the parties.

6. **Assignment**

The License is not assignable.
7. **Cancellation**

7.1 In the event that:

a) the City requires the Licensed Area for its own use or in its sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part;

b) the Licensee ceases to use the Licensed Area for the purposes permitted herein;

c) The City, in its sole discretion, considers that it is no longer necessary for the Licensee to use the Licensed Area for the purposes permitted herein;

the City may on one hundred and eighty (180) days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part and the Licensee agrees that the City shall not be responsible for payment of any costs, compensation, reimbursement or any monies whatsoever as a result of a notice pursuant to paragraph 7.1 b). The City will not exercise this one hundred and eighty (180) day clause during the gardening season.

7.2 If the Licensee is in default in the observance of any covenant, agreements, provisions or conditions contained herein and such failure continues for a period of thirty (30) days after the giving of written notice by the City to the Licensee of the nature of the failure the City may cancel this license without prejudice to any rights to which the City has accrued under this license before the said cancellation.

7.3 Thirty (30) days after expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Licensed Area and Licensed Area shall be absolutely forfeited and become the property of the City and the City may remove them from the Licensed Area and the Licensee shall, on demand, compensate the City for all costs incurred by the City respecting their removal.

8. **General**

8.1 The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties, hereto and their successors and permitted assigns.

8.2 This agreement and all the terms and conditions of it may be inspected by the public at such times and at such places as the City may determine.

8.3 Time is of the essence in this agreement.

8.4 The records of the City shall be conclusive evidence of the contents of any schedule referred to in this license.

8.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
8.6 Where in this agreement there is a reference to Bylaws, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires all Bylaws referred to herein are enactments of the City of Penticton.

8.7 Any waiver or acquiescence by the City of or in any breach by the Licensee of any covenant or condition shall not be deemed to be a waiver of the covenant or condition of any subsequent or other breach of any covenant or condition of this agreement.

8.8 If the Licensee continues to exercise the license granted after the expiration of the term of it without objection by the City and without any written agreement providing otherwise, the Licensee shall be deemed to be a Licensee from month to month, and subject to the provisions of this license insofar as applicable, but it shall be lawful for the City to cancel and determine the license granted by delivering to the Licensee notice to that effect, and upon delivery of such notice the license shall cease without prejudice to any rights of the City under this license accrued before the cancellation.

8.9 Any notice required to be given by either party shall be deemed to have been well and sufficiently given if mailed, faxed, emailed or delivered:

To the City:
171 Main Street
Penticton, BC V2A 5A9
Attn: Corporate Officer
Email: corpadmin@penticton.ca

To the Licensee:
129 Nanaimo Ave W
Penticton, BC V2A 2V6

or such other address as the Licensee may from time to time direct in writing, and any such notice by the City to the Licensee shall be deemed to have been received, if mailed, five (5) days after the time of mailing, or if faxed or emailed, seventy-two (72) hours after the time of fax or email and if hand delivered upon the date of delivery. If normal mail, fax or email service is interrupted by strike, slow down, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to have been received until actually received, and the City may utilize any such services which have not been so interrupted.

9. Payment of City’s Expenses

If at any time an action is brought or the City is otherwise required to employ the services of a bailiff, an agent, or its solicitors because of a breach by an act or omission of any covenant herein contained on the part of the Licensee, the Licensee shall pay to the City all expenses incurred by the City in the enforcement of its rights and remedies hereunder (including the City’s administrative costs and legal fees on a solicitor and his own client basis in connection therewith) together with interest thereon at the rate equivalent to the prime rate of the Bank of Montreal plus three percent (3%) per annum calculated monthly.
not in advance from the date due until paid. For the purposes of this paragraph the prime rate shall mean the annual percentage rate of interest established from time to time by the Bank of Montreal, Main Branch, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian Dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement on the following page as of the date and year first above written.

THE CORPORATION OF THE CITY OF PENTICTON
by its authorized signatories:

__________________________
John Vassilaki, Mayor

__________________________
Angie Collison, Corporate Officer

PENTICTON COMMUNITY GARDENS SOCIETY
by its authorized signatory(ies):

__________________________
[Sign and print name]

__________________________
[Sign and print name]
SCHEDULE A

LICENSED AREA

Community gardens over a 1.0365 acre (4194.64 m²) portion of 480 Vancouver Avenue and legally described as: Lot A, Plan 26015 as shown outlined in red below.
SCHEDULE B

MANAGEMENT PLAN

1. **Purpose**

   The Licensee shall have the use of the Licensed Area shown outlined in red and described in Schedule A for the purpose of operating a seasonal (spring/summer/fall) community garden.

2. **Annual Requirements**

   The Licensee must annually ensure they have:
   - Work Safe BC (if applicable)
   - City of Penticton Business License (if applicable)
   - Evidence of Insurance as indicated in this agreement

3. **Vandalism**

   3.1 All incidents of vandalism shall be repaired within 48 hours of occurrence.
   3.2 The Licensee is responsible for removal of graffiti from the Licensed Area.

4. **General Maintenance**

   4.1 The Licensee shall, at its own cost, be responsible for the day to day upkeep, water, safety and security of the Licensed Area.
   4.2 The City will be responsible for the maintenance of the irrigation system and providing compost, soil and mulch materials as needed.

5. **Miscellaneous**

   5.1 Notwithstanding the above, the Licensee shall carry out all maintenance necessary to maintain the Licensed Area in a safe and first class condition.
   5.2 The Licensee shall not utilize an area larger than the Licensed Area.
   5.3 The Licensee shall not place signs outside of your area without the consent of the City;
   5.4 The Licensee shall not place any permanent structures on the Licensed Area without the consent of the City.

6. **Safety/Protection**

   6.1 The Licensee shall ensure proper procedures are followed for:
   - Fire Safety/Evacuation
   - W.H.M.I.S.
   - Accident/Incident Reporting
6.2 The Licensee shall ensure that all staff receives proper instruction on the use and operation of fire safety equipment, fueling system and fuel spill clean-up.

6.3 The Licensee shall ensure all Fire extinguishers are kept up to date.

6.4 Any and all accidents or damages involving an employee or volunteer of the Licensee that occurs within the Licensed Area MUST be immediately reported to the City’s Occupational Health & Safety Representative, Daniel York at 250-490-2553 or daniel.york@penticton.ca.

7. Special Provisions

7.1 This agreement does not grant authority for any future or existing permanent placements and is not to be construed as authorization or permission for those placements to remain in place outside of the terms of this agreement.

7.2 An area of land as designated on the submitted garden plot layout plan, may be utilized for the growing of flowers and vegetables. The area so designated may be divided into a series of garden plots, the size and location of which within the above-mentioned designated area, shall be determined by the Licensee.

7.3 The construction, materials and maintenance of the community garden to a standard acceptable to the local community and to the City within the Licensed Area are the responsibility of and at the expense of the Licensee.

7.4 The Licensee shall strive to work towards following organic gardening principles as outlined in Guidelines for B.C.’s Organic Certification Regulation.

7.5 The Licensee shall not restrict access to the general public from the park land adjacent to the Licensed Area.

7.6 The Licensee will continue to consult with the City’s Parks Department beyond the initial layout and development stage and prior to planting any trees and is encourage to consider the City’s Parks Department as a valuable information resource.

7.7 The Licensee shall not cut, prune or alter any existing trees without prior consent of the City Parks Department.
Staff Recommendation

1) THAT Council approve the following debt payments to be funded annually from the applicable DCC reserves, amounts and terms as follows:
   i. DCC Park Reserve - $50,808, for the years 2021-2024, for the Munson Mountain land purchase;
   ii. DCC Waste Water Reserve
       a) $268,654, for the years 2021-2028, for the Lee Avenue Lift Station, Forcemain & Inlet Sewer Upgrades;
       b) $235,072, for the years 2021-2029, for the Wastewater Treatment Plant Expansion from LWMP;
   iii. DCC Water Main Reserve
       a) $134,327 annually, from years 2021-2028, for the Water Filtration Plant upgrade;
       b) $130,969 annually, from years 2021-2029, for the Water Filtration Plant upgrade.

2) THAT Council approve the following annual transfer amounts from the applicable DCC reserves, amounts, and terms as follows:
   i. DCC Parks Reserve to the General Operating Surplus:
       a) $107,462 annually, for the years 2021-2026, for the New Playing fields;
       b) $102,881 annually, for the years 2021-2024 for the Munson Mountain land purchase;
   ii. DCC Waste Water Reserve to the Sewer Operating Surplus
       a) $581,346 annually, for the years 2021-2028, for the Lee Avenue Lift Station, Forcemain & Inlet Sewer Upgrades;
       b) $173,060 annually, for the years 2021-2029, for the Wastewater Treatment Plant Expansion from LWMP;
       c) $223,083 annually, for the years 2021-2040, for the Water Filtration Plant upgrade.

3) THAT Council approve the following in relation to the Manitoba Street project:
   i. That annual loan payments of $10,207 for the years 2021–2024 be funded from the General Operating Surplus fund;
ii. A one-time transfer from General Operating Surplus to the DCC Storm Reserve of $29,979 for overages above the maximum DCC eligible expenses.

4) THAT Council approve transfers of $1,582,055 from the applicable DCC reserves to the applicable offsetting fund noted in the detailed summary in Attachment D.

5) AND THAT the Financial Plan be amended accordingly.

**Strategic Priority Objective**

**Vision:** A vibrant, innovative, healthy waterfront city focused on sustainability, community and economic opportunity.

**Mission:** Penticton will serve its residents, businesses and visitors through good governance, partnership and the provision of effective and community focused services.

**Asset & Amenity Management:** The City of Penticton will ensure the services we provide to our residents and visitors are reliable and cost effective by proactively investing into our natural and built assets.

**Background**

On June 4, 2019, Council gave direction for staff to review the City’s Development Cost Charges (DCC) program, with the expectation of revised DCC rates presented back to Council prior to June 2020 (Resolution 286/2019). Following Council’s direction, staff developed a two-phase approach to update and modernize the DCC program. Phase 1 (2020) involved inflationary increases to current DCC rates and was approved on March 2, 2021 (Resolution 77/2021). Phase 2 (2021), involves a complete update of all other (non-Park) DCC rates. To fulfill these requirements it was determined that a review and update to Development Cost Charges Bylaw No. 2007- 79 was required; this project was approved by Council on November 3, 2020 (Resolution 360/2020).

To enable the updating of the DCC Bylaw, a historical comprehensive review was completed on the DCC reserves. This review included: confirming DCC revenues collected were properly allocated to each reserve; that all DCC applicable projects were properly funded at the eligible amounts; and that reserve balances are correctly reflected. During this process, it was identified that a number of items that were previously approved through Council motions to be funded by DCC reserves, or were DCC eligible, were not fully implemented.

**Financial Implication**

DCC reserve balances were forecasted based upon the adjustments recommended in this report, upcoming planned DCC projects, and estimated revenue based on the prior five-year average. The total overall adjustments to the DCC reserves over the next 20 years is estimated at $20M, with approximately 66% of the transfers occurring in the next five years. A summary of the adjustments by year and Fund has been provided as Attachment A.

The DCC reserves at the end of 2020 were $19.0M, considering the proposed adjustments, the balances are forecasted to be $13.4M at the end of 2026, with $4.8M in upcoming projects being funded from reserves. A summary of the reserve balances by Fund is provided in Attachment B.
The majority of the adjustments will be offset by annually anticipated revenues. With the proposed annual transfers and debt payments from the DCC reserves, the operating funds will have capacity to fund upcoming planned debt financed projects which will minimize future utility rate increases. Should these adjustments not be approved by Council, utility rates will need to be increased for Water and Sewer for future borrowing needs.

Analysis

As part of the DCC Bylaw project, an in-depth review of the DCC reserves and the DCC bylaw project list was completed. The review identified items that were not apportioned appropriately to DCC reserves, items that were not apportioned to DCC reserves at all, and items that were borrowed from other DCC reserves and not repaid. In addition, there were projects identified that have been fully collected or expected to be fully collected in 2021. It was determined that some significant past DCC projects, that were debt financed, had debt payments funded from other sources as opposed to the DCC reserves.

Debt Payments & Annual Transfers

Projects requiring significant financial contribution are often funded by debt financing with the debt payments paid over a longer term to match the use of the asset. If the project is included in the DCC bylaw, the principal portion of the debt payments should be funded from the applicable DCC reserve.

There were multiple loans that were obtained for DCC projects in the past where the debt payments have not been funded from DCC reserves. Staff are recommending that the debt payments outlined in the following table, be funded from their respective DCC reserves for current and future payments:

<table>
<thead>
<tr>
<th>Current &amp; Future Debt payments</th>
<th>Term</th>
<th>Annual Principal Debt Payment</th>
<th>Applicable DCC Reserve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Munson Mountain</td>
<td>2021-2024</td>
<td>$50,808</td>
<td>DCC Parks</td>
</tr>
<tr>
<td>Lee Ave Lift Station, Force Main &amp; Inlet Sewer upgrades</td>
<td>2021-2028</td>
<td>$268,654</td>
<td>DCC Waste Water</td>
</tr>
<tr>
<td>Waste Water Treatment Plant from LWMP</td>
<td>2021-2029</td>
<td>$235,072</td>
<td>DCC Waste Water</td>
</tr>
<tr>
<td>Water Filtration plant</td>
<td>2021-2028</td>
<td>$134,327</td>
<td>DCC Water</td>
</tr>
</tbody>
</table>

Additionally, staff recommend that for specific projects where the past debt payments should have been financed by DCC reserves, the remaining balance of eligible expenses be transferred from the applicable DCC reserve equally over a set term to repay the Operating Funds. The set term recommended for the majority of the projects should be equal to the project’s remaining loan term. The one exception to the set term is the Water Filtration Plant. The forecasted DCC Water Reserve balance is projected to have insufficient funds, to cover these payments based on the remaining loan term, staff recommend to transfer back over a 20-year period. The following table summarizes these repayments:
### Annual Transfer Amounts

<table>
<thead>
<tr>
<th>Project</th>
<th>Term</th>
<th>Annual Principal Debt Payment</th>
<th>Applicable DCC Reserve</th>
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</thead>
<tbody>
<tr>
<td>New Playing Fields</td>
<td>2021-2026</td>
<td>$107,462</td>
<td>DCC Parks</td>
</tr>
<tr>
<td>Munson Mountain</td>
<td>2021-2024</td>
<td>$102,881</td>
<td>DCC Parks</td>
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<tr>
<td>Lee Ave Lift Station, Force Main &amp; Inlet Sewer upgrades</td>
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<td>Waste Water Treatment Plant from LWMP</td>
<td>2021-2029</td>
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<tr>
<td>Water Filtration Plant</td>
<td>2021-2040</td>
<td>$223,083</td>
<td>DCC Water</td>
</tr>
</tbody>
</table>

Going forward, during the annual financial planning process, each DCC reserve balance will be reviewed and estimated for current and future years to ensure healthy DCC reserve balances are available to fund the annual transfer amounts as well as other upcoming projects. If during that process, a DCC reserve is forecasted as below the optimal balance to fund the repayment, a new recommendation would be brought to Council and, as needed, tracked for potential future repayment when funds become available.

The DCC Storm project, Manitoba Street, reached its maximum eligible expenses in 2018. Going forward, the annual debt payments from 2021-2024 of $10,207 will need to be funded by the General Operating Fund and $29,979 transferred back to the DCC Storm Reserve from the General Operating Fund for costs over the eligible maximum.

A detailed summary of the proposed loan payment adjustments and annual transfers has been provided in Attachment C.

### One Time Adjustments

The total value of one-time adjustments for projects not apportioned appropriately to the DCC reserves or where the project amount apportioned was incorrect is $505,736, this is detailed in Attachment D. These adjustments are the result of projects not being identified as being eligible for DCC funding when the Financial Plan was adopted, or the percentage eligible for DCC funds was incorrectly applied.

Significant One Time Adjustments include:

- In 2008, the DCC Park reserve borrowed $177k from the DCC Storm reserve to assist funding purchase of land on Elm Avenue for a park. This most likely occurred due to minimal funds available in the DCC Park reserve to fund the entire purchase. The DCC Park reserve currently has a healthy balance at the end of 2020, of $1.3M, and can now support the repayment of this loan.
- DCC Columbia Heights - In 2003, Holden Avenue Booster Station was completed and the eligible DCC remaining for this project is $380,757. The DCC Columbia Heights reserve at the end of 2020 had a balance of $334,134. Once the eligible amount is received in full, most likely in 2021 or 2022 based on average revenues received annually, this DCC cost should cease to be collected, the reserve closed and the balance be transferred to the Water capital reserve. Should these revenues not be collected in 2021, this transfer would occur in the year the reserve meets the project cost balance.
The DCC Water Filtration Plant reserve was created specifically to collect back the cost to build the Water Filtration Plant in the mid 1990's. The Plant was partially funded through Provincial grants, City funds and DCC’s. The amount applicable to DCC’s is $2.8M. The City has utilized $2.1M of these DCC funds already and has further collected $945k as of Dec 2020. The balance outstanding to fully pay for the plant construction is only $695k. The excess funds collected in the DCC Water Filtration Plant of $250k should be transferred to the DCC Water Main Reserve, to be utilized for identified projects for the Water Filtration Plant. The DCC Water Filtration Plant should cease collecting funds, the reserve be closed and future projects be included in the DCC Water Main reserve.

The total of the significant one time adjustments is $1.1M. The applicable DCC reserves have sufficient funds to incorporate all of these adjustments fully in 2021.

A detailed summary of the one time adjustments has been provided in Attachment D.

Alternate recommendations

THAT Council provide alternate direction for the adjustments to the Development Cost Charges Reserve balances.

Attachments

Attachment A – Adjustments by Year and DCC Reserve
Attachment B – 2021-2026 Forecasted DCC Reserve Balances
Attachment C – Proposed Debt Payments & Annual Transfers
Attachment D – Proposed One Time Adjustments

Respectfully submitted,

Courtney Jones

Concurrence

<table>
<thead>
<tr>
<th>GM Finance &amp; Administration</th>
<th>Acting GM of Infrastructure</th>
<th>Director of Development Services</th>
<th>Chief Administrative Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>LWB</td>
<td>LGC</td>
<td>BL</td>
<td>DyD</td>
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</table>
## Attachment A – Adjustments by Year and DCC Reserve

<table>
<thead>
<tr>
<th>One Time Adjustment</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027 &amp; Beyond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>(177,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(177,000)</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>29,294</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>29,294</td>
</tr>
<tr>
<td>Roads</td>
<td>(192,762)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(192,762)</td>
</tr>
<tr>
<td>Waste Water</td>
<td>14,815</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14,815</td>
</tr>
<tr>
<td>Water Treatment Plant</td>
<td>(945,498)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(945,498)</td>
</tr>
<tr>
<td>Water Mains</td>
<td>69,855</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69,855</td>
</tr>
<tr>
<td>Columbia Reservior</td>
<td>(380,757)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(380,757)</td>
</tr>
<tr>
<td><strong>Total One-Time Adjustments</strong></td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
<td>(1,582,055)</td>
</tr>
</tbody>
</table>

### Annual Debt Servicing

<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027 &amp; Beyond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>(50,808)</td>
<td>(50,808)</td>
<td>(50,808)</td>
<td>(50,808)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(203,230)</td>
</tr>
<tr>
<td>Waste Water</td>
<td>(503,726)</td>
<td>(503,726)</td>
<td>(503,726)</td>
<td>(503,726)</td>
<td>(503,726)</td>
<td>(503,726)</td>
<td>(1,242,525)</td>
<td>(4,264,882)</td>
</tr>
<tr>
<td>Water Mains</td>
<td>(265,296)</td>
<td>(265,296)</td>
<td>(265,296)</td>
<td>(265,296)</td>
<td>(265,296)</td>
<td>(265,296)</td>
<td>(661,560)</td>
<td>(2,253,335)</td>
</tr>
<tr>
<td><strong>Total Annual Debt Servicing</strong></td>
<td>(819,830)</td>
<td>(819,830)</td>
<td>(819,830)</td>
<td>(819,830)</td>
<td>(769,022)</td>
<td>(769,022)</td>
<td>(1,904,085)</td>
<td>(6,721,448)</td>
</tr>
</tbody>
</table>

### Past Debt Repayments

<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027 &amp; Beyond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Sewer</td>
<td>29,979</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>29,979</td>
</tr>
<tr>
<td>Parks</td>
<td>(210,343)</td>
<td>(210,343)</td>
<td>(210,343)</td>
<td>(210,343)</td>
<td>(107,462)</td>
<td>(107,462)</td>
<td>-</td>
<td>(1,056,296)</td>
</tr>
<tr>
<td>Water Mains</td>
<td>(223,083)</td>
<td>(223,083)</td>
<td>(223,083)</td>
<td>(223,083)</td>
<td>(223,083)</td>
<td>(223,083)</td>
<td>(3,123,165)</td>
<td>(4,461,665)</td>
</tr>
<tr>
<td><strong>Total of Past Debt Repayments</strong></td>
<td>(1,157,853)</td>
<td>(1,187,832)</td>
<td>(1,187,832)</td>
<td>(1,187,832)</td>
<td>(1,084,951)</td>
<td>(1,084,951)</td>
<td>(4,805,037)</td>
<td>(11,696,288)</td>
</tr>
</tbody>
</table>

### Total Annual Adjustments

<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027 &amp; Beyond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Annual Adjustments</strong></td>
<td>(3,559,737)</td>
<td>(2,007,662)</td>
<td>(2,007,662)</td>
<td>(2,007,662)</td>
<td>(1,853,973)</td>
<td>(1,853,973)</td>
<td>(6,709,122)</td>
<td>(19,999,790)</td>
</tr>
</tbody>
</table>
## Attachment B – 2021-2026 Forecasted DCC Reserve Balances

<table>
<thead>
<tr>
<th>Forecasted DCC Reserve Balances</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>1,257,749</td>
<td>988,986</td>
<td>897,224</td>
<td>805,461</td>
<td>713,698</td>
<td>775,624</td>
<td>837,550</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>738,700</td>
<td>934,014</td>
<td>1,070,055</td>
<td>1,206,097</td>
<td>1,342,138</td>
<td>1,478,180</td>
<td>1,614,221</td>
</tr>
<tr>
<td>Roads*</td>
<td>1,665,015</td>
<td>1,716,647</td>
<td>1,080,016</td>
<td>1,324,410</td>
<td>1,568,805</td>
<td>1,817,736</td>
<td>2,066,667</td>
</tr>
<tr>
<td>Water Treatment Plant</td>
<td>903,641</td>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
</tr>
<tr>
<td>Water Mains*</td>
<td>3,438,180</td>
<td>3,387,560</td>
<td>2,467,385</td>
<td>2,346,909</td>
<td>2,226,434</td>
<td>2,105,958</td>
<td>1,900,607</td>
</tr>
<tr>
<td>Columbia Reservior</td>
<td>334,134</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Gordon Ave Reservior</td>
<td>34,545</td>
<td>34,545</td>
<td>34,545</td>
<td>34,545</td>
<td>34,545</td>
<td>34,545</td>
<td>34,545</td>
</tr>
<tr>
<td><strong>Total DCC Reserves</strong></td>
<td><strong>19,057,314</strong></td>
<td><strong>17,633,899</strong></td>
<td><strong>13,264,979</strong></td>
<td><strong>13,228,785</strong></td>
<td><strong>13,192,592</strong></td>
<td><strong>13,314,623</strong></td>
<td><strong>13,351,778</strong></td>
</tr>
</tbody>
</table>

*Included in the forecasted reserve balances are the following DCC projects that will be fully funded from DCC reserves:

- DCC Roads - $881k
- DCC Waste Water $2.65M
- DCC Water Mains $800k

As well as the following anticipated new debt payments for DCC project being funded from DCC reserves:

- DCC Waste Water $76k annually starting in 2022 (Project $2.6M)
- DCC Water Mains $26k annually starting in 2026 (Project $872k)
## Attachment C – Proposed Debt Payments & Annual Transfers

<table>
<thead>
<tr>
<th>DCC Fund to be adjusted</th>
<th>Project</th>
<th>Adjustment to DCC Fund Increase (Decrease)</th>
<th>Current &amp; Future Debt Payments</th>
<th>Transfer of balance of eligible costs</th>
<th>Cumulative Change to DCC Fund</th>
<th>Offsetting Fund to be adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Sewer</td>
<td>Manitoba Street</td>
<td>29,979</td>
<td></td>
<td></td>
<td>29,979</td>
<td>General Capital</td>
</tr>
<tr>
<td>Parks</td>
<td>New Playing Fields Loan</td>
<td></td>
<td></td>
<td>(644,772)</td>
<td></td>
<td>General Operating</td>
</tr>
<tr>
<td>Parks</td>
<td>Munson Mountain land purchase</td>
<td>(203,230)</td>
<td></td>
<td>(411,524)</td>
<td>(1,056,296)</td>
<td>General Operating</td>
</tr>
<tr>
<td>Waste Water</td>
<td>Lee Ave Lift Station, Forcemain &amp; Inlet Sewer Upgrades</td>
<td>(2,149,232)</td>
<td></td>
<td>(4,650,768)</td>
<td></td>
<td>Sewer Operating</td>
</tr>
<tr>
<td>Waste Water</td>
<td>Wastewater Treatment Plant Expansion from LWMP</td>
<td>(2,115,650)</td>
<td></td>
<td>(1,557,538)</td>
<td>(6,208,306)</td>
<td>Sewer Operating</td>
</tr>
<tr>
<td>Water Mains</td>
<td>Water Treatment Plant Expansion</td>
<td>(2,253,335)</td>
<td></td>
<td>(4,461,665)</td>
<td>(4,461,665)</td>
<td>Water Operating</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>29,979</strong></td>
<td><strong>(6,721,448)</strong></td>
<td><strong>(11,726,267)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Apportionment Adjustments

<table>
<thead>
<tr>
<th>DCC Fund to be adjusted</th>
<th>Project</th>
<th>DCC Fund Increase (Decrease)</th>
<th>Offsetting Fund to be adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Sewer</td>
<td>Storm Master Plan Update (2015), Study &amp; Model</td>
<td>2,160</td>
<td>General Operating</td>
</tr>
<tr>
<td>Waste Water</td>
<td>Sanitary Master Plan Update (2020), Study &amp; Model</td>
<td>14,815</td>
<td>Sewer Operating</td>
</tr>
<tr>
<td>Roads</td>
<td>City Wide Transportation Master Plan (2020) Update</td>
<td>18,489</td>
<td>General Operating</td>
</tr>
<tr>
<td>Water Mains</td>
<td>Water Master Plan Update (2020), Study &amp; Model</td>
<td>(6,292)</td>
<td>Water Operating</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>Burnaby Ave. Diversion</td>
<td>(50,209)</td>
<td>General Capital</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>Storm Master Plan Update (2020), Study &amp; Model</td>
<td>(99,657)</td>
<td>General Operating</td>
</tr>
<tr>
<td>Roads</td>
<td>Industrial Ave. Corridor - Quebec to Main St.</td>
<td>(96,868)</td>
<td>General Capital</td>
</tr>
<tr>
<td>Roads</td>
<td>Pineview Road Sidewalk</td>
<td>(114,383)</td>
<td>General Capital</td>
</tr>
<tr>
<td>Water Mains</td>
<td>Churchill Ave Water: Power St to Lakeview St</td>
<td>(82,652)</td>
<td>Water Capital</td>
</tr>
<tr>
<td>Water Mains</td>
<td>Ellis St Water &amp; Sanitary</td>
<td>(91,138)</td>
<td>Water Capital</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td>(505,736)</td>
<td></td>
</tr>
</tbody>
</table>

### Significant One Time Adjustments

<table>
<thead>
<tr>
<th></th>
<th>Project</th>
<th>DCC Fund Increase (Decrease)</th>
<th>Offsetting Fund to be adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>Borrowed from Storm for Elm Avenue land purchase</td>
<td>(177,000)</td>
<td>Parks DCC</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>Borrowed from Storm for Elm Avenue land purchase</td>
<td>177,000</td>
<td>Storm DCC</td>
</tr>
<tr>
<td>Columbia Heights</td>
<td>Holden Ave booster Station</td>
<td>(380,757)</td>
<td>Water Capital</td>
</tr>
<tr>
<td>Water Treatment Plant</td>
<td>Water Treatment Plant Construction</td>
<td>(695,561)</td>
<td>Water Capital</td>
</tr>
<tr>
<td>Water Treatment Plant</td>
<td>Transfer to Water Mains</td>
<td>(249,937)</td>
<td>Water DCC</td>
</tr>
<tr>
<td>Water Mains</td>
<td>Transfer from Water Treatment Plant</td>
<td>249,937</td>
<td>WTP DCC</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td>(1,076,318)</td>
<td></td>
</tr>
<tr>
<td><strong>Total One Time Adjustments</strong></td>
<td></td>
<td>(1,582,055)</td>
<td></td>
</tr>
</tbody>
</table>
Date: September 7, 2021  
To: Donny van Dyk, Chief Administrative Officer  
From: Adam Goodwin, Social Development Specialist and Emergency Support Services Coordinator; and Blake Laven, Director, Development Services  

Subject: Social Development and Emergency Support Services Update – September 2021

**Staff Recommendation**


**Strategic priority objective**

**Vision:** A vibrant, innovative, healthy waterfront city focused on sustainability, community and economic opportunity.

**Mission:** Penticton will serve its residents, businesses and visitors through good governance, partnership and the provision of effective and community focused services.

**Community Safety:** The City of Penticton will support a safe, secure and healthy community.

**Community Vitality:** The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

**Background**

Social Development provided its last update to Council on July 7, 2020. Since this time, Social Development has grown significantly in team size, services to the community and budget in order to continue to work towards accomplishing Council’s and communities’ goals, and making a positive impact in Penticton.

Some of its key efforts over the last year (see Figure 1) have been: working on the response to the Christie Mountain wildfire (Q3 2020); transitioning Emergency Support Services responsibilities to Social Development (Q4 2020); completing the Penticton Child Care Action Plan with partners (Q1 2021); and, being a part of the staff team negotiating with the Province around Council’s land use decision making role around social infrastructure (Q2 2021). In Q3 2021, the focus has been on supporting the local, regional, and provincial responses to BC’s wildfire state of emergency.
Figure 1. A few Key Events from Q3 2020 to Q3 2021.

Financial implication

There are no new financial implications related to this report. Any financial costs associated with the activities outlined in this report have already been approved by Council through grant applications or approved budgets, or will be brought forward to Council in future requests (e.g., future grant applications).

Analysis

Approach To-Date

Social Development’s approach over the last year has focused on several key areas:

- Develop trust between Social Development and Penticton City Council.
- Develop trust between Social Development and key members of the City of Penticton’s Senior Leadership Team.
- Taking stock of strengths and opportunities on key areas that are Social Development-related, both internally and externally.
- Being as fiscally responsible and efficient as possible.
- Begin building relationships with community partners, residents, the Province (e.g., Ministries, crown organizations such as Interior Health Authority and Emergency Management BC), and key national/provincial organizations (e.g., A Way Home Canada, Built for Zero Canada, Tamarack Institute).
- Establishing the Emergency Support Services Coordinator (ESSC) role.

Grants / Funds

Since the last update in Summer 2020, Social Development and Emergency Support Services (ESS) have successfully been awarded/received the following grants / incoming funds (total value of $5.28M):

<table>
<thead>
<tr>
<th>Grant/Funding</th>
<th>Funder</th>
<th>Grant/Funds</th>
<th>Value</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>BC New Spaces Fund</td>
<td>Province of British Columbia</td>
<td>$1.954M</td>
<td>$2.984M</td>
<td>Edmonton Avenue Child Care Centre with OneSky and Province</td>
</tr>
<tr>
<td>Community Child Care Space Creation Program</td>
<td>Union of BC Municipalities</td>
<td>$1M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant/Fund</td>
<td>Funder</td>
<td>Grant/Funds</td>
<td>Value</td>
<td>Status</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>---------------------------------------</td>
<td>-------------</td>
<td>-------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Community Food Action</td>
<td>Interior Health</td>
<td>$45k</td>
<td>$115k</td>
<td>Food security strategy in year 1 of 3 of development and implementation</td>
</tr>
<tr>
<td>SPARC Grant</td>
<td>Social Planning and Research Council of BC</td>
<td>$25k</td>
<td>$38k</td>
<td>Youth homelessness research project is nearing completion</td>
</tr>
<tr>
<td>Age Friendly Grant</td>
<td>Union of BC Municipalities</td>
<td>$25k</td>
<td>$32k</td>
<td>Penticton Age Friendly Action Plan was submitted in June 2021</td>
</tr>
<tr>
<td>Child Care Planning Grant</td>
<td>Union of BC Municipalities</td>
<td>$25k</td>
<td>$32k</td>
<td>Penticton Child Care Action Plan was submitted in February 2021</td>
</tr>
<tr>
<td>Community Emergency Preparedness Fund 2019-2020</td>
<td>Union of BC Municipalities</td>
<td>$21.5k</td>
<td>$35k</td>
<td>For Emergency Support Services purchases of supplies and equipment</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------------</td>
<td>--------</td>
<td>------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Community Wellness and Harm Reduction</td>
<td>Community Action Initiative</td>
<td>$50k</td>
<td>$68k</td>
<td>Project nearing completion by hiring individuals with lived experiences to work on community initiatives</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$191.5k</strong></td>
<td><strong>$320k</strong></td>
<td></td>
</tr>
</tbody>
</table>

Table 2. Social Development and ESS Grants/Funds Received Prior to Summer 2020 that are In-progress or have Since been Completed

Based on on-going work and new work started since July 2020, Social Development and ESS is leading over $5M in projects, with an anticipated $3.6M in grant applications to potentially be submitted over the next six months (with a project value of approximately $4.3M).

In addition to the above grants, Social Development and ESS have also supported organizations in the community receive over $7.3M in grants in the last year through various supports to these community partners (e.g., ranging from a letter of support to analyzing and providing data for the partner to include in their application).

**Internal Relationships**

Over the last year, Social Development and ESS have also worked on strengthening internal relationships with various other City departments and services. For example, this includes:

<table>
<thead>
<tr>
<th>Department</th>
<th>Working(ed) On</th>
<th>Example(s) of Collaboration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bylaw Services</td>
<td>Monthly reporting on trends</td>
<td>Identifying front-line trends / emerging opportunities</td>
</tr>
</tbody>
</table>
| Communications and Public Engagement | Press releases Media inquiries Website development | • 29 City news releases/statements.  
• 44 requests from the media for clarity, information, and/or interviews.  
• 218 media articles related to Social Development or ESS initiatives/events/topics, including in local, provincial, and national media outlets (e.g., Castanet, CBC News, CBC Radio, Global News (radio + TV), InfoTel, Penticton |
| **Corporate Administration** | Council reports, meetings, resolutions, and priorities | • An average of 1.5 reports/presentations to Council per Council meeting delivered directly or that was supported behind the scenes |
| **Development Services (Building, Inspections, and Planning)** | When requested, assist, educate, and/or support on applications, and/or inspections that related to community social well-being. | On-going capacity building and education |
| **Economic Development** | Penticton Child Care Action Plan (see Attachment A) BC Provincial Nominee Program (PNP) (see stats in the next column) | • General inquiries: Over 200 • Approved for in-person exploratory visit: 9 (dates TBD) • Fully approved by federal and provincial governments: 5 (all waiting for federal travel directives) |
| **Facilities** | ESS Facilities and Spaces Plan | On-going maintenance planning around emergency facilities |
| **Information Technology** | Modernizing technology for Emergency Support Services Various mapping requests with GIS around social infrastructure | • $25k in new technology for Emergency Support Services (e.g., new network to electronically register evacuees, ESS call centre system) |
| **Land Administration** | Edmonton Avenue child care in Kiwanis Park Shielings Motel Future land opportunities | On-going conversations about future opportunities and priorities |
| **Penticton Fire Department** | Emergency Management and Emergency Support Services | • Identifying opportunities to strengthen emergency management and ESS |
| **Recreation, Arts, and Culture** | Penticton Age Friendly Action Plan | • See Attachment B |
| **Royal Canadian Mounted Police (RCMP)** | Data and priorities | • Building relationships with operators of single occupancy, long-term motels |
| **Various** | Public inquiries – working with various departments / colleagues to respond. | • A rough average of 15-25 inquiries per week from members of the public via email, in-person, or phone about Social Development or emergency-related matters (e.g., what is the City’s role, level of responsibility, who is it working with related to housing and homelessness). |
Table 3. Examples of Activities with other Internal Departments since Summer 2020

**Community Groups and/or External Relationships**

Over the last year, Social Development and ESS have worked with a plethora of organizations on a more one-to-one basis on a wide range of scale and topics, such as: ASK Wellness, BC Healthy Communities, Built for Zero Canada, Canadian Alliance to End Homelessness, Canadian Mental Health Association – South Okanagan (CMHA), Community Childcare Resource and Referral (CCRR), Community Foundation of the South Okanagan (CFSO), Discovery House, Emergency Management BC (EMBC), Excel Penticton, Interior Health Authority, Okanagan College, OneSky Community Resources, Penticton and District Society for Community Living (PDSCL), Penticton Library, Penticton Seniors’ Drop-In Centre, PlanH, Regional District of the South Okanagan-Similkameen (RDOS), Royal Canadian Mounted Police (RCMP), School District 67, South Okanagan Immigrant and Community Services (SOICS), South Okanagan Seniors Wellness Society (SOSWS), South Okanagan Similkameen Brain Injury Society (SOSBIS), South Okanagan Women’s In Needs Society (SOWINS), The University of British Columbia (UBC), and United Way Southern Interior of BC (UWSIBC).

Social Development and ESS also participate on a variety of community groups/tables. These include:

<table>
<thead>
<tr>
<th>Group</th>
<th>Group’s Goal / Focus</th>
<th>Role(s)¹</th>
<th>Examples of Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>100 More Homes</strong></td>
<td>Connections between service providers</td>
<td>Advocate, capacity builder, educator</td>
<td>BC Housing, City, Interior Health Authority, Provincial ministries, service providers</td>
</tr>
<tr>
<td><strong>A Way Home National Working Group for Youth</strong></td>
<td>Focused on needs of (vulnerable) youth</td>
<td>Advocate, capacity builder, educator</td>
<td>Foundry</td>
</tr>
<tr>
<td><strong>BC Seniors Week</strong></td>
<td>Celebrate older adults’ contributions to Penticton</td>
<td>Capacity builder, coordinator</td>
<td>Seniors’ Drop-In Centre, Seniors Wellness Society</td>
</tr>
<tr>
<td><strong>Built for Zero</strong></td>
<td>National quality standards around homelessness</td>
<td>BFZ Community Champion</td>
<td>City, OneSky, PDSCL, SOSBIS</td>
</tr>
<tr>
<td><strong>Community Action Team</strong></td>
<td>Community responses to substance use overdoses</td>
<td>Capacity builder, educator, funder</td>
<td>City, Interior Health Authority, service providers</td>
</tr>
<tr>
<td><strong>COVID Emergency Response</strong></td>
<td>COVID-related responses for vulnerable individuals</td>
<td>Capacity builder, coordinator, educator</td>
<td>BC Housing, City, Interior Health Authority, service providers, UWSIBC</td>
</tr>
<tr>
<td><strong>Domestic Farm Worker Steering Committee</strong></td>
<td>Planning for domestic farm workers</td>
<td>Planner</td>
<td>City, Interior Health Authority, various Provincial Ministries,</td>
</tr>
<tr>
<td><strong>ESS Regional Network</strong></td>
<td>Preparedness for emergencies</td>
<td>Service deliverer</td>
<td>various industry groups</td>
</tr>
<tr>
<td>-------------------------</td>
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<td>------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td><strong>Local Immigration Partnership</strong></td>
<td>Support newcomers to Canada</td>
<td>Advocate, capacity builder, educator</td>
<td>Regional ESS teams, RDOS</td>
</tr>
<tr>
<td><strong>Okanagan College Regional Advisory Committee</strong></td>
<td>Advise OC</td>
<td>Advocate, capacity builder, educator</td>
<td>City, SOICS</td>
</tr>
<tr>
<td><strong>Provincial Nominee Program – South Okanagan</strong></td>
<td>Review applications from prospective newcomers to Canada to establish their families and businesses in the area</td>
<td>Convener, coordinator, evaluator, regulator</td>
<td>City, Province, SOICS</td>
</tr>
<tr>
<td><strong>Regional Childcare Steering Committee</strong></td>
<td>Regional coordination around supporting accessible, affordable, and quality child care</td>
<td>Advocate, capacity builder, convener, coordinator, educator, evaluator, planner, regulator</td>
<td>CCRR, City, RDOS, regional municipalities</td>
</tr>
<tr>
<td><strong>Respect Network</strong></td>
<td>Anti-racism policies and initiatives</td>
<td>Advocate, capacity builder, coordinator</td>
<td>City, SOICS, regional municipalities</td>
</tr>
<tr>
<td><strong>Safety and Security Advisory Committee</strong></td>
<td>Advise Penticton City Council</td>
<td>Capacity builder, coordinator, educator</td>
<td>SSAC members</td>
</tr>
<tr>
<td><strong>Small Neighbourhood Grants Committee</strong></td>
<td>Resident-driven neighbourhood development</td>
<td>Capacity builder, educator, funder</td>
<td>CFOSO, Vancouver Foundation, Neighbourhood Small Grants, SOICS</td>
</tr>
<tr>
<td><strong>Youth Homelessness</strong></td>
<td>Research project on youth experiencing housing instability and/or homelessness</td>
<td>Convener, coordinator</td>
<td>City, Interior Health, service providers</td>
</tr>
</tbody>
</table>

Table 4. Community Groups.

Footnote: Contemporary municipal social development roles include: advocate, capacity builder, convener, coordinator, educator, evaluator, funder, planner, regulator, and/or service deliverer

*Emergency Support Services*

The Emergency Support Services (ESS) program continues to work with various partners, such as EMBC and the Province, to modernize. Some highlights from the ESS program include:

- Call-outs in 2021 (as of August 30, 2021): 16
- Total number of volunteers (current, as of August 30, 2021): 38
• Total number of volunteer hours for 2021 (as of August 30, 2021): 2,682
• Total number of businesses with agreements to provide emergency services to evacuees during a disaster: 30
• 2021 BC wildfire emergencies (summary):
  ○ Three coordination calls per week to enhance Penticton’s level of readiness and to support other communities.
  ○ Have supported these fires: Brenda Creek Wildfire, Garrison Lake Wildfire, Nk’Mip Creek Wildfire, Lytton Wildfire, Mt. Law Wildfire, Skaha Creek Wildfire, Thomas Creek Wildfire, Tremont Creek Wildfire, and White Rock Lake Wildfire.
  ○ Have supported evacuees from: Cache Creek, Central Okanagan, Columbia-Shuswap Regional District, Kelowna, Logan Lake, Penticton Indian Band, Okanagan Indian Band, Osoyoos Indian Band, Vernon, and West Kelowna.
  ○ Have supported mutual aid requests from: Central Okanagan Regional District, City of Kelowna, City of Vernon, Okanagan Indian Band, Penticton Indian Band, Provincial Regional Emergency Operations Centre, Regional District of Okanagan-Similkameen, and Town of Oliver.
  ○ Designated evacuee community for several other communities that were on Evacuation Alert but did not have to evacuate.

In terms of current ESS priorities:

• Continued focus on modernizing the program,
• On a heightened state of readiness due to recent provincial and regional wildfire activity (Reception Centre is set-up),
• On daily coordination calls with other communities to learn how Penticton can support (if required), to learn lessons from other communities that can be incorporated in Penticton’s ESS program, and to discuss possible provincial deployments, and
• Supporting any wildfire evacuees that evacuated to Penticton (or the area).

Other

In addition to the above accomplishments/efforts so far, Social Development and ESS were involved in several other items throughout the time period:

• Completing term on a national leadership group for the national housing association (Canadian Housing and Renewal Association),
• Sitting on a provincial committee on substances, and
• Supported the successful, respectful, and dignified of transitioning individuals living in the Shielings Motel.

Moving Forward into the Remainder of 2021 and 2022

Moving forward into the rest of 2021 and the early parts of 2022, it is anticipated that Social Development and Emergency Support Services will focus on the following:
<table>
<thead>
<tr>
<th>Continue Successes</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Pursue grants</td>
</tr>
<tr>
<td>• Provide information to the public</td>
</tr>
<tr>
<td>• Developing external and internal relationships</td>
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<tr>
<td></td>
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<tr>
<td>Truth and Reconciliation</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>• Build relationships with Knowledge Keepers and Elders</td>
</tr>
<tr>
<td>• TRC Calls to Action (5 municipal-related)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Emergency Management</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>• Continue transition of Emergency Support Services</td>
</tr>
<tr>
<td>• Continue the integration of Social Development and ESS in the EOC, and in the City’s mitigation, prevention, response, and recovery work</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Continue to Develop and Implement Social Policy</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>• Child Care Action Plan</td>
</tr>
<tr>
<td>• Age Friendly Action Plan</td>
</tr>
<tr>
<td>• Food Security Strategy</td>
</tr>
<tr>
<td>• Social connectedness (e.g., Neighbourhood Small Grants)</td>
</tr>
<tr>
<td>• Health (e.g., Vancouver Foundation grant)</td>
</tr>
<tr>
<td>• Housing (e.g., Shelter and Supportive Housing Location Selection Guidelines, Youth Homelessness Research)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Continuous Learning and Improvement</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>• Participate in regional, provincial, and national opportunities (e.g., Built for Zero Canada)</td>
</tr>
<tr>
<td>• Professional development</td>
</tr>
<tr>
<td>• One-to-one coaching and mentoring</td>
</tr>
<tr>
<td>• Regional collaborations and conversations</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Community Relationships</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>• Continue working with community partners (e.g., 100 More Homes, Community Action Team)</td>
</tr>
<tr>
<td>• Continue to participate on various community groups and coalitions</td>
</tr>
<tr>
<td>• Connect with new partners</td>
</tr>
</tbody>
</table>

Figure 2. Key areas of focus for the rest of 2021 and moving into 2022.

Alternate recommendations

THAT Council direct staff to bring back additional information.

Attachments

Attachment A – Penticton Child Care Action Plan Update
Attachment B – Penticton Age Friendly Action Plan Update
Attachment C – Vancouver Foundation-funded Project Schedule
Attachment D – Preliminary Draft of the Youth Homelessness Research Report

Respectfully submitted,

Adam Goodwin  
Social Development Specialist  
Emergency Support Services Coordinator

Blake Laven  
Director, Development Services

<table>
<thead>
<tr>
<th>Concurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager, Community Services</td>
</tr>
<tr>
<td>General Manager, Administration and Finance</td>
</tr>
<tr>
<td>Chief Administrative Officer</td>
</tr>
</tbody>
</table>

\[ AH \]

\[ JWB \]

\[ DyD \]
Attachment A
Update on Child Care Action Plan

Status Guide

Green – On-track / completed
Yellow – Needs additional support / plan completed but not yet implemented
Red – Significant attention required to return to being on-track

Status is as of the date of the report. Statuses are subject to change.

<table>
<thead>
<tr>
<th>Recommended Action</th>
<th>Accomplishments to Date</th>
<th>Next Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop a stand-alone Penticton Child Care Policy, providing a consolidated statement of the City’s vision, goals, strategies and commitments to child care.</td>
<td>-</td>
<td>Researching other municipalities</td>
</tr>
<tr>
<td>2. Endorse the space creation targets of 722 new spaces for Penticton by 2030: Infant/Toddler: 33% coverage = 131 spaces Preschooler: 75% coverage = 236 spaces School Ager: 50% coverage = 355 spaces</td>
<td>Completed – Penticton City Council endorsed in January 2021</td>
<td></td>
</tr>
<tr>
<td>3. Work with other Public Partners (e.g., Interior Health, School District 67, local First Nations, Regional District) to create an inventory of prospective opportunities for child care development</td>
<td>City – Edmonton Avenue SD67 – recent announcements</td>
<td>City amenity strategy in development SD67 facility review in progress RDOS action plan endorsement</td>
</tr>
<tr>
<td>4. Work in close partnership with School District 67 to assess opportunities to increase the numbers of licensed before and after school programs as part of the Province’s commitment to move child care to the Ministry of Education to lead universal before and after school care, including innovative opportunities on professional development days, school breaks, and summer.</td>
<td>SD67’s recently announced innovative child care project</td>
<td>SD67 facility review in progress</td>
</tr>
<tr>
<td>5. Link child care to new housing developments. This includes the City’s affordable housing strategies, affordable housing plans and other multi-family residential developments. Child care should be considered and included where possible in all new family housing and neighbourhoods.</td>
<td>Recommended updates to OCP forthcoming</td>
<td>Have shared request with BC Housing at the hotel redevelopment site (Green and Skaha)</td>
</tr>
<tr>
<td>6. Work with public partners to identify opportunities to access Provincial Capital funding to build child care spaces and develop a</td>
<td>Process in development should new funding rounds be made public</td>
<td></td>
</tr>
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<td>---</td>
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</tr>
<tr>
<td>7</td>
<td>Identify a City staff position(s) as the child care facilitator/point person to provide leadership on child care in the City organization, including but not limited to assisting applicants with City processes and supporting other City staff who are engaged with child care.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Identify and implement changes to local government processes and regulations for facilitating/developing child care, including alignment with Interior Health Licensing; and review of bylaws as detailed in the Planning Framework and Bylaw Review Report.</td>
<td>Zoning Bylaw clarity</td>
</tr>
<tr>
<td>9</td>
<td>Update the City’s website to add child care information</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Work with community partners, City departments, library staff and public partners, to develop a variety of after-school programs to support children aged 10-12</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Work with the new Community Child Care Planning Table (see recommendation #24) and local, large employers (like the Penticton Regional Hospital) to explore and then pilot child care that offers longer hours, non-traditional hours and/or flexible hours</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Increase partnerships with the Child Care Resource and Referral program, the Supported Child Care Programs and other community organizations</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Explore the feasibility of establishing and maintaining a centralized child care waitlist to support families who are looking for child care</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Assist prospective child care operators with identifying potential lands that may be available and suitable (through Action #3). This may include working with private and/or public land owners to identify opportunities to offer affordable lease rates</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Monitor child care fees in Penticton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advocate to other orders of governments to reduce the cost of child care and increase compensation for child care workers</td>
<td>Awaiting clarification from both the federal and provincial governments on details of new policies and programs</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>17</td>
<td>Partner with the local Child Care Resource and Referral Program to enhance the promotion of the BC’s Affordable Child Care Benefit Program</td>
<td>Continue exploring unique opportunities to promote the benefit program</td>
</tr>
</tbody>
</table>

**Recommended Action** | **Accomplishments to Date** | **Next Steps**

**Recommendations to Promote Quality**

<table>
<thead>
<tr>
<th></th>
<th>Work with, support, and encourage the non-profit and public sector in developing new facilities to meet the child care space targets</th>
<th>Will be referred to community table</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Explore feasibility and options for creating guidelines for child care spaces that may be developed or facilitated (e.g., program mixes, operating expectations like affordable fees, good wages and working conditions, program curriculum)</td>
<td>Will be referred to community table</td>
</tr>
<tr>
<td>20</td>
<td>Support the Province in its “Early Care and Learning Recruitment and Retention Strategy” initiative through joint efforts</td>
<td>Will be referred to community table</td>
</tr>
<tr>
<td>21</td>
<td>Work with School District 67 to explore a dual credit ECE Program for local high school students to encourage a career and local employment and work with local child care providers to offer ECE Practicums</td>
<td>Will be referred to community table</td>
</tr>
<tr>
<td>22</td>
<td>Develop new partnerships with public postsecondary training institutions to offer local ECE training programs</td>
<td>Will be referred to community table</td>
</tr>
<tr>
<td>23</td>
<td>Consider the needs for Early Childhood Educators and child care in a formal Workforce Development or Business and Economic Development Strategy</td>
<td>-</td>
</tr>
</tbody>
</table>

**Recommended Action** | **Accomplishments to Date** | **Next Steps**

**Recommendations to Strengthen Collaborations and Partnerships**

<table>
<thead>
<tr>
<th></th>
<th>Develop a local Child Care Action/Planning Table that brings child care providers, support services like supported child care, Interior Health Licensing, family support agencies, the School District and Indigenous Partners together with the City to focus on child care needs and the implementation of the child care action plan</th>
<th>Discussions in progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Continue to build supportive and learning relationships with First Nations and Indigenous partners to support Indigenous perspectives, history and culturally appropriate and supportive child care in Penticton</td>
<td>The City supported the Penticton Indian Band’s application (and recent announcement) for funding for a new child care centre</td>
</tr>
<tr>
<td></td>
<td>Work together to identify the local meaning associated with the Province’s recent announcement that child care is moving to the Ministry of Education by 2023 and there will be universal before and after school care with a priority on school grounds</td>
<td>Waiting on additional details from the Province</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>27</td>
<td>Consider the development of a public education/communication campaign that informs on the needs for child care, the importance of child care to the community, and the actions that are underway to improve the child care situation in Penticton</td>
<td>Incorporating into Child Care Month activities</td>
</tr>
<tr>
<td>28</td>
<td>Provide regular briefings to elected officials on the child care situation (City, provincial, federal, and School Board) and commit to offer an orientation on child care after each election to elected officials</td>
<td>This report</td>
</tr>
<tr>
<td>29</td>
<td>Recognize and honour the value of child care workers and the child care in the community by supporting Child Care month on an annual basis</td>
<td>May 2021</td>
</tr>
<tr>
<td>30</td>
<td>Coordinated advocacy to other orders of governments to provide support to the child care sector and families</td>
<td>Will work with RDOS and other regional governments</td>
</tr>
<tr>
<td>31</td>
<td>Share information and collaborate where possible with the local governments in the South Okanagan-Similkameen</td>
<td>On-going</td>
</tr>
</tbody>
</table>
Status Guide
Green – On-track / completed
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<table>
<thead>
<tr>
<th>Recommendation</th>
<th>Activities to Date</th>
<th>Upcoming Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capacity Building</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CB1</td>
<td>Create a community steering committee with paid staff to support coordination and community/volunteer engagement</td>
<td>-</td>
</tr>
<tr>
<td>CB2</td>
<td>Create an internal City steering committee to support staff training on age-friendly approaches and alignment of workplans</td>
<td>-</td>
</tr>
<tr>
<td>CB3</td>
<td>Develop a common vision for action at both the city and regional district levels</td>
<td>-</td>
</tr>
<tr>
<td>CB4</td>
<td>Integrate age-friendliness as a priority in cross-cutting strategies</td>
<td>In-progress as outlined in this update.</td>
</tr>
<tr>
<td>CB5</td>
<td>Establish shared objectives and outcome measures for the Action Plan</td>
<td>In discussions with other municipalities to understand the approaches in other communities</td>
</tr>
<tr>
<td>CB6</td>
<td>Explore developing an ongoing research partnership with an academic program</td>
<td>Completed – University of British Columbia</td>
</tr>
<tr>
<td>CB7</td>
<td>Develop a cohesive strategy to guide allocation of grant funding and tax-exemptions to meet social purpose objectives.</td>
<td>Will be incorporated in the next review of these programs</td>
</tr>
<tr>
<td>CB8</td>
<td>Fund initiatives that build on existing resources and promote awareness in the community</td>
<td>On-going – Community groups can apply for City funding</td>
</tr>
<tr>
<td>CB9</td>
<td>Develop an ongoing engagement strategy with older adults and their families in the community</td>
<td>Music Bingo events</td>
</tr>
<tr>
<td><strong>Outdoor Environments</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Annual Community Audit</td>
<td>-</td>
</tr>
<tr>
<td>1.2</td>
<td>Business accessibility strategy</td>
<td>Business and place-friendly resources are in development</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Transportation &amp; Mobility</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Review Transportation Master Plan</td>
<td>Completed – The steering committee included participants from service providers</td>
</tr>
<tr>
<td>2.2</td>
<td>Improve north-south connection</td>
<td>Referred to Transit BC as part of its review of Penticton’s transit system</td>
</tr>
<tr>
<td>2.3</td>
<td>Accessible network map</td>
<td>Access Now is working on a local initiative</td>
</tr>
<tr>
<td>2.4</td>
<td>Bus hours/fee improvement plan</td>
<td>Referred to Transit BC as part of its review of Penticton’s transit system</td>
</tr>
<tr>
<td>2.5</td>
<td>Bus drop-off improvement plan</td>
<td>Referred to Transit BC as part of its review of Penticton’s transit system</td>
</tr>
<tr>
<td>2.6</td>
<td>On-demand transportation plan</td>
<td>Passed on to Transit BC as part of its review of Penticton’s transit system</td>
</tr>
<tr>
<td><strong>Housing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Accessible design workshops</td>
<td>Working with Development Services to incorporate in a series of workshops</td>
</tr>
<tr>
<td>3.2</td>
<td>Home adaptation program</td>
<td>Working with Development Services to identify resources available in the community</td>
</tr>
<tr>
<td>3.3</td>
<td>Age-friendly Housing Needs Assessment</td>
<td>Working with Development Services to incorporate in the RDOS housing needs assessment</td>
</tr>
<tr>
<td>3.4</td>
<td>Housing diversity incentive program</td>
<td>Working with Development Services to incorporate into the review of D/S processes (funded by UBCM grant)</td>
</tr>
<tr>
<td>3.5</td>
<td>Funding for home delivery system</td>
<td>Diversity in service models will be identified in the Food Security Strategy</td>
</tr>
<tr>
<td>3.6</td>
<td>Friendly call program</td>
<td>Better at Home is providing Seeking additional grant opportunities</td>
</tr>
<tr>
<td><strong>Social Participation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>School district collaboration – day care/ buses</td>
<td>The school district is currently completing a facility review.</td>
</tr>
<tr>
<td>4.2</td>
<td>Community garden accessibility program</td>
<td>In-progress as part of Food Security Strategy</td>
</tr>
<tr>
<td>4.3</td>
<td>Funding to expand friendly visitor program</td>
<td>- Meeting in August with Age Well Penticton to discuss what is currently available and future opportunities in Penticton</td>
</tr>
<tr>
<td>4.4</td>
<td>Intergenerational programming focus (library, museum, art gallery)</td>
<td>Pen Pal program</td>
</tr>
<tr>
<td>4.5</td>
<td>Promotion of accessible/senior tourism</td>
<td>In-progress with Travel Penticton initiative currently on-going</td>
</tr>
<tr>
<td><strong>Social Inclusion &amp; Non-Discrimination</strong></td>
<td></td>
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<tr>
<td>5.1</td>
<td>Public awareness campaign/ stigma reduction</td>
<td>A campaign is in development for the lead up to October 1, 2021</td>
</tr>
<tr>
<td>5.2</td>
<td>Charter of rights/quality standards for care</td>
<td>Researching what other communities / municipalities are doing</td>
</tr>
<tr>
<td>5.3</td>
<td>Fraud awareness tool kit</td>
<td>Age Well Penticton is offering fraud awareness training</td>
</tr>
<tr>
<td>5.4</td>
<td>Neighbourhood small grants program</td>
<td>Launched June 22, 2021</td>
</tr>
<tr>
<td>5.5</td>
<td>Volunteer grandparent program</td>
<td>-</td>
</tr>
<tr>
<td>5.6</td>
<td>Intergenerational cooking and computer courses</td>
<td>South Okanagan Seniors Wellness Society and the Penticton Library are offering computer-related assistance and programs</td>
</tr>
</tbody>
</table>

**Civic Engagement & Employment**

| 6.1 | Volunteer recognition program | A campaign is in development for the lead up to October 1, 2021 | - |
| 6.2 | Guidelines for age-friendly workplaces | Research currently in progress by UBC students | - |

**Communication & Information**

| 7.1 | Universal Design City communication policy | Attending training from Kamloops Literacy group about accessible communication | - |
| 7.2 | City digital connectivity plan | - | Exploring grant opportunities to enhance connectivity options |
| 7.3 | Info hub and central phone line | In active discussions about how to enhance the local mobilization of 211 (has phone, web, chat, text, and email options) | - |
| 7.4 | Tech support and training for older adults | South Okanagan Seniors Wellness Society and the Penticton Library are offering | - |

**Community & Health Services**

<p>| 8.1 | Service provider forum and screened registry | Working on identifying opportunities through 211 and similar options | - |
| 8.2 | Family doctor registry | - | No identified plans at this time |
| 8.3 | Human resource economic development plan for care workers | - | Will be referred to next plan |</p>
<table>
<thead>
<tr>
<th></th>
<th>Expand home care/food delivery services</th>
<th>Referred to Food Security Strategy</th>
<th>-</th>
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<tbody>
<tr>
<td>8.5</td>
<td>Expand day care/respite services</td>
<td>-</td>
<td>Seeking grant opportunities for local service providers</td>
</tr>
<tr>
<td>8.6</td>
<td>Plan for co-location of social and health care services</td>
<td>UPCC on Martin Street that recently opened</td>
<td>Provincial project at Green and Skaha Lake may be another opportunity for socially innovative service delivery models</td>
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</tbody>
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## Vancouver Foundation Project Schedule

<table>
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<tr>
<th>Timeline</th>
<th>Key Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>February - June 2021</strong></td>
<td>Generate service inventory of substance use services in the South Okanagan (desktop research and stakeholder interviews). Work with the Lived Experience Circle to define their participation in the project. Engage with local First Nations and Indigenous organizations to define participation.</td>
</tr>
<tr>
<td><strong>June - September 2021</strong></td>
<td>Create process map/service delivery model for substance use care within Interior Health and community partners.</td>
</tr>
<tr>
<td><strong>September - November 2021</strong></td>
<td>Identify key service gaps, leverage points and patterns for change.</td>
</tr>
<tr>
<td><strong>November-December 2021</strong></td>
<td>Present results of Stage 1 to CAT and City Council. Review outcomes of Stage 1 to determine and confirm Stage 2 Plan.</td>
</tr>
<tr>
<td><strong>January - June 2022</strong></td>
<td>Conduct substance journey mapping with lived and living experiences.</td>
</tr>
<tr>
<td><strong>January - June 2022</strong></td>
<td>Work with First Nations and Indigenous organizations to conduct cultural mapping of substance use system.</td>
</tr>
<tr>
<td><strong>June - October 2022</strong></td>
<td>Story harvesting from variety of key actors in community.</td>
</tr>
<tr>
<td><strong>October - December 2022</strong></td>
<td>Sense making of results from Stage 1 and 2 identifying key opportunities.</td>
</tr>
<tr>
<td><strong>January 2023 - March 2024</strong></td>
<td>Stage 3 - Develop and pilot opportunities for new care pathways, engage in feedback loops, refine/adapt pilot, monitor and evaluate progress, and reinforce changes in the system.</td>
</tr>
</tbody>
</table>
NO WHERE TO GO

A report from the Youth Homelessness Research Project
May 2021

Submitted by: WRH Consulting
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“Things could have looked very different.....”

At 22, this young man has already walked a harder path than most. He is currently living on his own with the support of an Agreement with Young Adults, a funding option provided by MCFD. “I live alone and feel safe where I am now.”

His housing insecurity began in 2016 when his dad passed away due to overdose. He was very close to his father and was living with him at the time of his death. After the trauma and tragedy of his father dying, he moved in with his aunt to avoid going into foster care. Describing that awful time, he said, “My father’s death killed my ambition. I played hockey..., somehow I kept going to games, no matter what. In a way, hockey helped me keep on.”

Luckily, he has had the benefit of family support. “My family jumped through every hoop imaginable to get me on a youth agreement.” Eventually successful in getting this financial support, it has made a huge difference for him. However, he told us “had I not had family to rely on, things would have been very different for me. Finding support was very difficult...the government has made it harder than it should be to access financial aid.” He is clear that without the family support he has had, “my story would have turned out much differently.”

Also instrumental to his survival, was the support he received from a caring teacher, his school principal, and a youth worker. He has accessed Foundry for medical care and some counselling and found those resources helpful as well. Grief has been a difficult and ongoing challenge to manage – he dips in and out of attending counselling appointments depending on his energy.

After graduation, he enrolled in college courses but learned he “wasn’t ready to manage the demand and dropped out”. He moved to Kelowna for a change of scenery...“everything in Penticton made me sad”. The time in Kelowna was brief. Returning to Penticton, he lived with his aunt for a while before moving into a shared house with four friends. As of March 2020, he has his own place. As part of his current financial support from MCFD, he is learning about money management and budgeting.

When asked what he needed throughout this time that would have helped, he told us he could have used food. “There were times I was really hungry, but my pride prevented me from asking for help.” He has also struggled to find work, necessary to supplement his income, and during the pandemic has been laid off 3 times. Balancing school, work, and life have been difficult – securing affordable, safe housing is an enormous problem. “Housing is unaffordable. If I was not on this agreement, I would not be where I am now. And having a supportive team.....it has really helped.”
Chapter 1: Background to the Project

Project Intention

The City of Penticton applied for and was successful in receiving a grant from the Social Planning and Research Council of BC (SPARC) in early 2020. The grant provided financial assistance to support the development of a community-led youth homelessness assessment and strategy to mitigate, and ultimately work to eliminate youth homelessness in the City of Penticton. A contract to provide project leadership was awarded to WRH Consulting, a local company with extensive experience in youth serving organizations, community development, and the BC social services sector.

The project defined four primary deliverables:

- Completing community consultations to assess the size of the challenge, ensuring that the voices of youth are privileged,
- Convening the collaborative input of a collective of community service providers,
- Development of a draft implementation strategy for review, analysis, and endorsement by project partners, and,
- Completion and submission of a final report.

These deliverables were also intended to enhance local understanding of the issues precipitating youth homelessness, establish a baseline of numbers of at-risk and homeless youth, assess existing community capacity to respond, and support planning and decision-making with respect to the implementation of solutions and future, strategic investments of resources.

Project Methodology

Beyond recruiting baseline data on the numbers of at-risk and homeless youth in Penticton between the ages of 12 and 24, the project was designed to also privilege youth voice and promote youth leadership. Also key to the project intent was stimulating momentum on the topic among community stakeholders.

Key Steps in the Process

- Establishing baseline data regarding the numbers of at-risk and homeless youth (ages 12-24) in Penticton, including causal factors to determine the scope and size of the challenge.

  - This involved conducting research with community organizations, local services, and provincial entities and projects to develop a profile of youth who are at-risk or homeless and estimates of their numbers.
  - A comprehensive survey was created and distributed to youth via participating stakeholder organizations, through the dedicated support of the Foundry, and via School District 67. (see Appendix A for Survey used)
  - Research on youth homelessness within the province of BC and Canada was reviewed for contextual information relevant to Penticton’s information.
• Supporting youth led, peer-to-peer stakeholder consultation including the development of skills and confidence.
  o This involved recruiting youth facilitators, ensuring cultural representation to welcome the voices of Indigenous youth, GLBTQ2+ Youth, and other marginalized groups. Recruitment occurred through accessing affiliated, partnering organizations including Foundry Peer Support team members and the RADAR group.
  o Youth Peer Workers assisted with designing interview questions and the survey content and participated in reviewing input and theme analysis from the information that was gathered.
  o Youth facilitators were supported in their leadership roles by both the project team and the staff at Foundry.

• Conducting community stakeholder consultation with partners
  o This involved hosting guided interviews with key stakeholders and applying theme analysis to the feedback received for comparison to survey data.

• Preparation of draft report encompassing consultations and baseline information to solicit key stakeholder review and input
  o This involved distribution of the draft report to key stakeholders and hosting facilitated, feedback sessions with members of both the working group and youth representatives to receive their feedback and input regarding next steps and recommended implementation strategies.

• Produce and submit a final report with analysis and implementation strategy for submission to key stakeholders.

Ensuring Youth Voice
A small group of interested youth, some of whom had been previously involved in the Youth Engagement Strategy (YES), were convened to assist with the project design and survey development. They provided validation of the importance of addressing youth homelessness, one of the original pillars emerging from the work of the YES project. With the input of youth, a Project Charter was created to articulate the core values of the project and the processes which would be honoured. (Appendix B). This core group were also convened to review preliminary data and suggested strategies for moving forward to address youth homelessness.

Peer Support Workers with Foundry were also instrumental in supporting youth engagement. In particular, Melisa Edgerly and Honor Hollman, provided invaluable support with interviewing youth, survey distribution and design, and ongoing feedback.

Stories and Numbers
Understanding the first hand, lived experience of youth in our community who have been or are homeless was considered vital information necessary to assuring the integrity of this project. Stories from youth have been highlighted throughout this report. Their stories present an intimate and authentic portrait of some of the people who are living in Penticton and who have experienced homelessness, remain in precarious housing, and/or have found some measure of stability in their housing situation.

Guided interviews were conducted with five youth who were referred to the project team by community agencies. Prior to the interview, the intent of the project was explained to each person, how their
confidentiality would be protected, and their consent was obtained to speak with them for the purposes of including their anonymous experiences in the report. The interviews were conducted by the Peer Support Workers at Foundry Penticton with support of the project team. Hosting the interviews at the Foundry also provided an opportunity to introduce the youth to the resources available there if they weren’t already familiar with them. As a result of this strategy, some of the youth interviewed made their first, vital connection to the centre. This connection provided access to warm clothing and footwear, food, and an opportunity to make appointments for medical care and counselling all available at Foundry.

Each individual’s story is a representation of the pathways to homelessness discussed in Chapter 2. Trauma and abuse, substance misuse, a lack of emergency housing, systemic poverty, and unstable family situations are all recorded in these accounts.

The Impact of COVID
Immediately after the contract was awarded to the consulting team, the COVID-19 pandemic escalated as a consuming and emergent threat in the world. As in other communities, the restrictions imposed to protect public health have continued to present barriers for youth in accessing resources, inhibiting face-to-face communication, and requiring ongoing and dramatic alterations to the delivery of vital community services. As a result, both the project timeline and aspects of the proposed methodology had to repeatedly pivot. This meant that some of the hoped for events to bring youth together did not occur. As well, physical access to local agencies to meet with youth was blocked, and participating members of the collaborative working group were reckoning with constant juggling of shifting service delivery priorities demanded by the pandemic.

Survey of Youth
A survey was developed to create a profile of the experience of youth regarding homelessness in Penticton. The survey breaks new ground in compiling detailed, baseline information on this age cohort to inform the development of community led strategies.

The roll out of the community survey of youth was also delayed because of the pandemic. Initial distribution of the survey was supported by the Foundry and local community agencies. Access to the schools, considered a vital point of connection for youth, required a more formal process.

Project team members were first invited to make a presentation to Mayor and Council who unanimously endorsed the survey content. A written request from the City was made to the Board of Education of School District 67 to allow the survey to be promoted amongst youth in the local schools. The Board of Education also reviewed the survey. Permission to promote the survey in schools was received in early 2021 and youth were then invited to submit their feedback until mid March.

Ethical considerations with respect to the survey were proactively managed. The survey was anonymous, and all results were kept confidential. Respondents used a QR code, or could go to an on-line link, to complete the survey. The completed surveys could not be traced back to the individual and there was no tracking of IP addresses. If a person required or requested a paper survey to complete, no identifying information was included in their response.

The report prepared provides only aggregated data with detailed analysis of subcategories restricted to cell sizes of at least 10 youth. Participation in the survey was expressly stated as voluntary. This was explained to the youth who accessed the survey via community partners and was included in the pre-amble to the survey distributed in the schools.
To build the survey, research was conducted on other data gathering projects involving youth for both content and style. Specific questions were included to align with data that is being gathered for the Foundry in order to provide comparative information. Plain language principles were applied along with vocabulary aligned to reflect the cohort of youth who were completing the survey. Both the project working group and youth advisors reviewed the survey and provided feedback into the questions.

The data was securely stored in the cloud on an account owned by WRH Consulting for the duration of the data collection period. Once the survey closed, the data was downloaded to a secure password protected file on Dr. Warren Helfrich’s computer for analysis. Once the analysis was completed, the data files used were destroyed along with the original data files stored on the cloud.

Project Reference Group
Throughout the project period, a working group of community organizations and services provided advice and supported access to distribute the survey where possible. Representatives from the following organizations met regularly throughout the project term:

- School District 67
- South Okanagan Women in Need
- Foundry Penticton
- OneSky Community Resources
- South Okanagan Brain Injury Society
- Interior Health
- City of Penticton
- South Okanagan Immigrant and Community Services
- Penticton Indian Band
- Ooknakane Friendship Centre

Their interest in the experience of homeless youth, contributions to the project, and desire to support community change is deeply appreciated.

"I was living in my car but then after an accident my car is now totalled ... so awaiting opportunities and money to get a new one. I’ve been couch surfing and jumping around staying with multiple different groups of people ..."
This 17 year old young woman was housed in the Transition House when we met her. Prior to securing a bed in this resource, she had been living on the street for three months. We learned, however, that her story of housing insecurity started much earlier.

Violence was part of her life prior to being on the streets. She recounted experiences of physical harm at home at the hands of an older sibling so severe she ended up in the hospital with her face badly bruised. At 16, she was kicked out of her family home. Shortly thereafter, her family was evicted from their residence. She took refuge at a friend’s house, couch surfing in their apartment. This arrangement lasted two months falling apart over conflict with her friend’s boyfriend. Without money or family support, she was alone, unhoused, and forced to take care of herself.

She spent three nightmarish months living on the streets. During this time, she had no contact with her family members, was not in school, and didn’t have a phone to communicate. More poignantly, no one was checking up on her. “My mom wasn’t checking up on me….she didn’t look for me once.”

Drugs became a way of coping. Scared to fall asleep on the streets, she used drugs to stay awake instead of sleeping. When asked where she would eat, she replied “I wasn’t”. She went two weeks during this time without eating, drugs filling the emptiness in her stomach and staunching the constant fear. It is also noteworthy that her burgeoning substance use was occurring in the midst of the opioid crisis in our province. She told us about “a friend who has overdosed three times, been revived at the point of near death, and is still alive.” The need to numb outweighed the risks she was taking.

She gravitated to the local shelter during this time, however, did not qualify for their services as she was under 19. To survive, she tearfully told us that “I did things I didn’t want to do to have somewhere to sleep”. Harassment from predatory men was a constant source of fear.

At the time of our conversation with her, she had recently reconnected with a family member who helped her obtain a bed at the Transition House. She has cautiously returned to school; receiving support from a counsellor who has been gently encouraging her to complete her education. She is also working to manage her substance use. When asked what people reading this report should know in order to create opportunities for change for youth, she said, “they could have helped me, but chose not to. Youth need safe places to live.”
Chapter 2: Community Consultations

Conversations with Service Providers
A scan of local, community organizations and affiliated services was conducted to assist with developing a profile of youth who are at-risk or homeless, and to develop estimates of their numbers. Guided interviews were conducted with a wide variety of local informants. These included:

- community service providers, including those with services specifically supporting First Nations persons,
- school district and college personnel,
- RCMP, and
- affiliated government partners in mental health, emergency care, housing, and child serving ministries.

The interviews were conducted over the phone and explored the following topic areas:

- their organization’s connection with youth homelessness,
- if and how they collect quantitative data on numbers of youth experiencing homelessness,
- their opinions regarding the causes of youth homelessness, and,
- recommended strategies to prevent and address youth homelessness.

A total of 21 interviews were conducted. (see Appendix C for list of the organizations who were interviewed) The information was analyzed to extract themes from the input received.

Resources for Youth Who are At Risk or Homeless
All of the organizations interviewed are engaged to varying degrees with youth in Penticton. The scope of their involvement ranged from providing direct services including counselling, mental health supports, educational supports, arranging youth agreements, attending court appointments, etc. through to more tangential contact such as school liaison, food security, and settlement services. These services are vital to the health and wellbeing of youth in our community, and essential as both prevention and intervention supports.

Under the leadership of the Community Foundation of the South Okanagan/Similkameen (CFSOS), over a 6 year period from 2013-2019, the YES project galvanized youth voices in Penticton to identify issues impacting youth and champion the creation of supports that would assist. The biggest and most significant issues impacting youth were identified as:

- mental and physical health
- drugs and alcohol
- poverty
- lack of resources including social, health, housing, and recreational options.

A core issue identified at the outset of the YES project was the need for both emergency beds and permanent, supportive housing options for youth to provide stability, safety, and life skills needed for future success.

A successful, multi-year fundraising campaign, conducted by the CFSOS, led to the purchase of a building in downtown Penticton and the creation of the Youth Centre which opened in 2019. In partnership with OneSky Community Resources, who are the lead agency for Foundry Penticton, a constellation of youth services have been co-located in this building. The addition of this resource, and the partnership of the many organizations
who work as a collaborative alongside Foundry Penticton, mean that young people ages 12-24 can access mental health and substance use support, primary care, peer support, and social services.

**Shelter and Emergency Beds**
Currently Penticton has only two options for youth who are at risk of or homeless. The South Okanagan Women in Need Society has two emergency beds available which have been designated for youth. These are co-located within the Society’s emergency shelter with provisions in place to separate the youth from the adult women also staying there. These two beds are in constant use, and only available for individuals who identify as women. Individuals can self-refer to this resource or be referred via the Ministry for Children and Family Development (MCFD) or through community agencies.

Compass House, is an emergency shelter operated by the Penticton & District Society for Community Living and limited to individuals over the age of 19. Outside of these two options, youth reported that they are couch surfing, living on the streets, or in tent encampments.

The Ministry for Children and Family Development funds *Youth Agreements* which provide a monthly allocation of $1,250. The same Ministry also has a program called *Agreements with a Young Adult (AYA)*. If a young adult has been in foster care or previously had a Youth Agreement, they may qualify for this program to help cover the cost of things like housing, childcare, tuition, and health care while they attend school or do job training, or attend rehabilitation, mental health, or life skills programs. The maximum allocation under this program is $1,250 per month which is expected to cover rent, food, living expenses, childcare, etc.

To apply for an AYA agreement, a young person must be between 19 and 26 years old, and on their 19th birthday be in **one** of the following care arrangements:

- The custody of a director or permanent custody of the Superintendent
- The guardianship of a director of adoption
- The guardianship of a director under the Family Relations Act
- A Youth Agreement

In either funding arrangement, the allocation serves to barely sustain youth and the costs of living in Penticton. The CMHC Rental Market Report for 2020, highlighted that there are fewer places to rent in Penticton than in previous years and that the cost has increased year over year, currently averaging $1,070.00 per month.\(^1\) Vacancy rates remain low at 1%, and new affordable housing is slow to come available. Predictions from CMHA indicate that the rental costs will continue to climb for Penticton. Compounding the issues of affordability and scarcity of rental accommodation, is the discrimination youth typically experience to securing tenancy based on their age and incomes. As a result, youth are often required to share accommodation with others; situations that can significantly increase their vulnerability depending upon who they are living with.

**What are the numbers?**
While all those interviewed are engaged with youth and the issue of youth homelessness, only two were able to provide any data on the incidence of homelessness. For a one year period spanning 2019 to 2020, South

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Okanagan Women in Need counted an average of 49 bed use days/month.\(^2\) Compass House recorded 29 youth between the ages of 19-24 accessing their emergency shelter in the period from June 2019 to September 2020. Compass House staff emphasized that a large number of shelter stays were counted for persons just outside this age group.

**Point in Time Count**

In spring of 2018, the Province of British Columbia funded homeless counts in 12 B.C. communities. The count occurs over the course of one day and provides a 24-hour snapshot. This does not easily or accurately factor into account the numbers of individuals who experience transient homelessness, changes in individual situations that perpetuate cycles of homelessness, or those who leave the province. As well, those who are couch surfing, living in cars, and so on, are often not counted – they constitute the hidden homeless.

The Homelessness Services Association of BC, Urban Matters, and the BC Non-profit Housing Association coordinated these counts and combined the results with available data from 12 additional counts and shelter’s usage to prepare their report.

In 2018, a total of 7,655 individuals were identified as experiencing homeless in BC. This included 219 children under the age of 19 and accompanied by a parent or guardian. Individuals spanned the age range with 20% aged 55+ years of age, and 15% under 25. 29% indicated that they had been in foster care, a youth group home, or under a youth agreement. Disturbingly, 51% of all respondents reported experiencing homeless for the first time when they were under 25 years of age.\(^3\)

Penticton’s 2018 Point in Time count identified 108 persons and more individuals who identified as men than those who identified as women. 12 youth, under 25, were identified in the count. The planned count for 2020 was postponed due to the pandemic. A count occurred on April 20\(^{th}\) of 2021; the results for Penticton are not yet available for comparison to the 2018 numbers.

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\(^2\) SOWINS counts each day a bed was used per person. Bed use dramatically increased in the months of July, August, and September.

PATHWAYS TO BEING UNHOUSED

Information from the interviews with community agencies and services identified pathways to homelessness which are consistent with research conducted in other jurisdictions. [3] [4] These pathways often intersect and overlap, thereby increasing the likelihood of a youth becoming homeless.

**History of Trauma**
- Generational experiences due to systemic racism and colonization
- Experience of trauma in their country of origin
- Sexual abuse and exploitation
- Experience of and/or witnessing violence

**Unsafe Home Situations**
- Family violence & substance misuse
- Parental neglect, abuse & abandonment
- Child abuse
- Food insecurity
- Housing insecurity
- Poverty: generational and chronic
- Victimization as a result of gender identity
- Exploration and/or being LGBTQ2

**Additional Barriers**
- Lack of youth-friendly housing
- Challenges accessing services
- Discrimination & stigma
- Lack of wifi or phone
- Not finishing high school
- Lack of affordable, safe child care

**Unmet Needs**
- Fetal alcohol spectrum disorder/prenatal opioid exposure
- Mental health concerns
- Attachment disorder
- Pervasive developmental disorder
- Learning disorder(s)
- Substance use and misuse

**Negative Interactions with Government Ministries**
- Foster care
- Aging out of youth agreements

History of Trauma
Organizations working with youth, highlighted the deep impact of trauma as a significant wounding experience for youth. This trauma may be generational, as in the circumstance of First Nations persons who have survived residential schools, systemic racism, and continued trauma in their contact with colonial structures and institutions. The trauma may also be a result of having witnessed or experienced violence in their home or community, sexual abuse, and sexual violence. When left unaddressed, trauma has the potential to lead to self-harm, substance misuse, increased vulnerability and exploitation, and mental health issues.

Unsafe Home Situations
It would be a fallacy to believe that youth leave home for the insecurity and danger of life on the streets because their family home is stable and safe. They are rarely simply “rebelling” against parental restrictions and rules. Too often they are fleeing from a variety of hard, painful experiences including family violence, parental neglect, sexual and physical abuse, and abandonment. Youth report witnessing their parent’s substance misuse and the chronic challenges with food and housing security that are often a by-product of this. Poverty, including the crushing type experienced even by parents who are working full time, places extra stress on the home. Youth also report being kicked out of their family home when they take the enormous risk of coming out as gay, bisexual, transgendered, or questioning their gender identity.

In research from the National Youth Homelessness Survey in 2016, 40.1% of their respondents reported that they were under the age of 16 when they first experienced homelessness. Their findings indicated that youth who leave home at an earlier age, not only experienced very difficult conditions that precipitated their homelessness, but that they also experienced greater hardship once they were on the streets. In addition, early homelessness can lead to bullying, exploitation, poor quality of life, attempts at suicide, and chronic homelessness. Overall, youth who are living rough have an extremely fragile sense of belonging. To address the need for belonging, attachments are instead formed with pets, with other homeless youth, and sadly often with those who will exploit them further.

Unmet Needs
Youth who live with unmet needs that impact them cognitively, physically, and socially are at greater risk of experiencing alienation and mistrust that makes them cautious about accessing services and at risk of isolation. If their needs are chronically unmet and/or undiagnosed, their lived experience becomes one of continual failure, the “outsider”, and the stigmas associated with those identities. Not being able to access appropriate resources to both assess their needs and respond to them, can lead to dropping out of school, problems with literacy and processing information, poverty, and misusing substances to cope.

Negative Experiences with Government Ministries
Involvement with the child welfare system, including child protection services, is a recurring theme in the experiences of youth who become homeless. For those who need child protection services, they have already experienced trauma in their family home. This can often be compounded by the experiences of foster care and the aftermath of aging out of that service at 19. Eligibility and accessing the Agreement with Young Adults program is equally difficult. Data compiled by the Representative for Children and Youth highlights higher rates of homelessness, lower educational attainments, less success in the workforce, poverty, and poorer mental health among youth leaving care. These are vastly more significant issues for First Nations, Métis, Inuit, and Urban Indigenous youth who are disproportionately overrepresented in the child welfare system. As the

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5 The Representative for Children and Youth supports children, youth, and families who need help in dealing with the child welfare system, and advocates for changes to the system itself.
Representative so clearly states, “youth homelessness is an issue of systems failures, not the failings of the young people experiencing it.” The scant funding associated with Youth Agreements of either type, makes a challenging time in any young person’s life, as they transition to adulthood, significantly harder. As the Representative so eloquently states, “research over decades has repeatedly confirmed that poverty is a major predictor for everything difficult that happens to a person in the course of a life. Yet our own system of care for B.C.’s most vulnerable children and youth virtually shapes a life of poverty for them.”

The Representative continues to advocate for extending and improving transition planning, and the development of a province-wide system of dedicated transition workers through community agencies to provide systems navigation and case management support, as well as adult guidance, for these young people up to the age of 27.

Additional Barriers
Community interviews highlighted a host of additional barriers which act as pathways to homelessness for youth. There is a dearth of youth friendly, affordable housing options in Penticton and many young people face considerable discrimination in their attempts to rent based on age, appearance, and lack of rental history to use as a positive reference. Finding services and knowing how to access them successfully, can be a steep and daunting learning curve. The cost of WIFI and a cell phone, now considered essential to access information, may be beyond the financial means of a youth on their own. If they are also young parents and trying to work and/or finish high school, accessing safe, affordable, and flexible childcare is extremely difficult.

The pathways to homelessness discussed above, echo themes confirmed by other advocates and researchers. Our research, including the interviews conducted with youth, verified these issues are impacting the lives of young people in Penticton.

"We need easily accessible mental health services and substance use service. I believe there should be a better system of learning about future life (finances, future education, insurance, health services, emergency services, mental services) for children who live without parents."

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7 Ibid.
“It’s not the Hilton, but it feels safe...”

This 18 year old youth grew up in an abusive home; both parents struggled with alcoholism. At times, the youth would leave his home to stay at his biological father’s house, but this parent was also abusive. He found ways to survive his home life, isolating himself in his room to avoid abuse. He left home at sixteen but had contemplated leaving home as early as twelve or thirteen. He identifies as non-binary.

Once he left home, a school counsellor helped him get on a youth agreement. In the process of applying for the youth agreement, there were times he had nowhere to go. Thankfully, he had a girlfriend where he could spend many of his nights. He has also had the support of a youth worker with one of the local agencies who he has bonded with and who has gone over and above to support him. “She has been amazing – is even there on weekends to help.” This is in contrast to his experience with Ministry social workers who are busy with other cases and rarely contact him. He felt “demonized” in his experiences with the world of child protection.

He relayed that he has stayed at the Penticton Hostel twice and has also had to sleep outside because he had nowhere to go. He told us he has friends who “literally sleep outside”.

Since he has been able to obtain a youth agreement, he has “no anxiety about going home or fear. It’s not the Hilton but it feels safe.” He reported feeling that he is growing as a person and becoming more responsible. The financial support he receives just barely covers his rent however - there is only $50 to cover other living expenses.

He also told us his relationship with his mom has improved. When asked what he needed that he didn’t have throughout the challenge of leaving his abusive home, he highlighted the need for “alternative housing options, a youth shelter, emergency beds....anything to offer a last resort. It fucking sucks to not be able to feel safe in your home.”

He harbours a chronic fear about losing what little stability his youth agreement has provided. “If things fell through tomorrow, I would have nowhere to go”. He is equally fearful of being unhoused once he ages out of care of the Ministry. Homelessness is an ongoing fear, further elevated without immediate family he can rely upon.
Chapter 3: What the Survey Revealed About Youth in Penticton

In order to understand the reality of youth homelessness in Penticton, and in the absence of data being collected by agencies, a survey of young people was conducted over a several month period from the fall of 2020 and concluding in the spring of 2021. The survey questionnaire was developed in conjunction with youth advisors and with advice from the working group. Many of the questions mirrored ones already used as part of a Health Survey collected during a youth’s first visits to Foundry in Penticton. The youth survey was administered through staff at Foundry, community organizations, and eventually through local schools. As mentioned previously, there was some delay in getting the survey into schools due to the process required to get approval. The survey was accessible both through a dedicated IPad at Foundry and through scanning a QR code so it could be completed on the youth’s own device.

The survey was anonymous, with all responses gathered electronically. The following highlights the results and includes comparisons with data gathered on Foundry’s Health Survey (n=41) where available.

A total of 264 young people took part in the survey. The average age of respondents to the survey was 15 and ranged in age from 13 to 26.

### Profile of Youth

Two thirds of youth participating in the survey identified as female, with another 1 in 4 identifying as male. Trans male (4.6%) and non-binary (4.2%) were the next most common responses regarding gender identification. Although the sample reflects a relatively large proportion of youth that identify as female, this mirrors the typical population of youth seeking services that attends Foundry Penticton. A recent data report from Foundry covering a six month period between September 2020 and February 2021 found that 57% of those seeking services were female, 27% identified as male, 5.7% identified as trans male and 4.1% identified as non-binary. According to Interior Health’s Local Health Area (LHA) profile for 2019, approximately 18.8% of the general population is between the ages of 15 and 24, with 8.5% being female and 10.3% being male. Male youth appear to be less likely to seek services in general and less likely to show interest in participating in these types of surveys.
Nearly three out of four young people participating in the survey identified themselves as Caucasian/white (72.8%). The next most common identification was Indigenous (27.2%), with a near even split between those identifying as First Nations (42%) and Metis (45%). Again, this is similar to data provided by Foundry on those seeking services, where 84% identify as Caucasian/white and 22% identify as Indigenous. While the population of Indigenous persons in BC is significantly younger than the rest of BC’s population, the sample for this survey likely has an overrepresentation of Indigenous young people given that persons identifying as Indigenous make up less than 7% of the general population of Penticton (Source: Statistics Canada). It is also worth noting that the population of individuals that identify as a visible minority in Penticton’s general population is also approximately 7%. The proportion of individuals responding to this survey that identified as a visible minority appears to be consistent the general population of Penticton.

The vast majority (95.8%) of respondents to the survey were Canadian citizens. 14 of those surveyed identified themselves as permanent residents (5.4%) while two indicated that they were on student visas (0.8%).
Living Circumstances of Youth

The youth participating in the survey identified a variety of living situations. The most common living situation identified by youth was with both parents (43.6%), followed by living with their mother (18.6%). Roughly 1 in 10 said that they were living with brother or sister (11.4%) or with their partner, boyfriend, or girlfriend (10.2%). Of those surveyed, 18 (6.8%) indicated that they were living on their own. The same number of individuals indicated “other” as their living situation. A review of responses to “other” found a wide range of circumstances, including some that were precarious (e.g., couch surfing, living in a spare room of an ex-partner, and living with random people). Four youth (1.5%) indicated that they were living with foster parents.
One in twenty youth surveyed (12 individuals – 5.5%) identified being in a precarious housing situation, which included couch surfing, living in a shelter, and being homeless. This closely matches data gathered in Foundry’s Health Survey, where 4.4% of respondents were precariously housed (i.e., couch surfing, in a shelter, in an SRO, or on the street). The data provided from Foundry’s Health Survey also indicated that one in ten youth (10.2%) had been homeless or had couch surfed in the past month.

3 out of 4 respondents (75.1%) were living in a house, while 17% indicate living in an apartment and 5% lived in a basement suite. On average, youth that responded to the survey indicated that they had been living in their current situation for just under 10 years, with a range of a few months to their whole life.

Roughly half (48.1%) of respondents indicated that they know someone in their group that they hung out with who was living away from their family home. On average, young people reported knowing 4 people in this situation, with a range from 0 to 13. The most common (modal) response was 2.
Half of those surveyed (49.6%) indicated that they had lived with adults who were not their parents at some time in their life. Of those 18 years old and younger at the time of the survey, the results remained stable with 46.5% (87 individuals) indicating that they had lived with someone other than their parents. Of those 18 and younger that had lived with someone other than their family, nearly half (48.2%) had been homeless or precariously housed, including 30% that had couch surfed, 10.4% that had lived on the streets, and 7.8% that they had lived in a shelter. Nearly 1 in 10 (18.2%) of those 18 years and younger had lived in Foster Care or a group home at some point in their life. 1 in 3 respondents indicated having run away from home at least once.
Supports Available to Youth

Figure 12

<table>
<thead>
<tr>
<th>% that have someone they can count on to:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offer emotional support</td>
<td>86.2%</td>
<td>13.9%</td>
</tr>
<tr>
<td>Check in to see how you are doing</td>
<td>85.8%</td>
<td>14.2%</td>
</tr>
<tr>
<td>Provide help in an emergency</td>
<td>91.9%</td>
<td>8.1%</td>
</tr>
</tbody>
</table>

Figure 13

<table>
<thead>
<tr>
<th>Foundry Data: I can talk to someone in my family if I have problems:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sometimes, depending on the problem</td>
<td>47.6%</td>
<td></td>
</tr>
<tr>
<td>Yes, about most things</td>
<td>32.6%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>19.8%</td>
<td></td>
</tr>
</tbody>
</table>

The overwhelming majority of youth indicated that they had someone they could count on to offer emotional support (86.2%) and provide help in an emergency (91.9%). Most also indicated having someone that they could count on to check in to see how they were doing (85.8%). This is similar to results from the Health Survey completed by youth when they attend Foundry, where the majority of youth indicated having someone they could talk to in their family if they had problems.

In contrast, one in five youth (19.7%) indicated not having anyone or anywhere they would go to ask for help to find a safe place to live. Of those that indicated having someone/somewhere, the most commonly identified options were friends (70.3%) or a relative (42.1%).
Youth Perspective on Homelessness in Penticton

Most youth believe that homelessness is absolutely (54.8%) or probably (22.2%) a problem in Penticton. The vast majority of youth felt that Penticton needed more affordable housing suites for youth (78.8%) and more supported housing (72.8%). Emergency beds (46.8%) and hotels that will rent to youth (40.4%) were also noted by many youth as a need.
Youth that are Homeless/Precariously Housed

Compared to all youth surveyed, youth that were homeless or precariously housed were twice as likely to be male (58.3% compared to 24.7% for the overall sample) or trans male (8.3% compared to 4.6% for the overall sample). Youth were also nearly twice as likely to identify as Indigenous (50% compared to 27.2% in the overall sample). All youth identified themselves as Canadian citizens. On average, youth had been living in this situation for 3 months, with a range of 1 to 8 months.

The majority of youth indicated that their current living situation was because they were kicked out of where they were or were in conflict with the adults they were living with. One in three indicated not feeling safe at home.
While all of the youth that were precariously housed indicated having someone that they could count on to provide help in an emergency, only two thirds indicated having someone that they could count on to offer emotional support or to check in to see how they were doing.

Limitations

The youth that participated in the homelessness survey conducted as part of this project or that accessed Foundry and completed Health Survey are not fully representative of the general youth population in Penticton. While effort was made to get as diverse a sample as possible, those that participated in either of these data sources were more likely to be female and Indigenous compared to the general population. There may have been other important differences not reflected in the data on participant characteristics that were gathered. While the results are a reflection of the true picture of housing and homelessness for youth in Penticton, caution should be used in generalizing these results.

Discussion

The results discussed above provide important insight into the current housing and homelessness situation facing youth in Penticton. The findings suggest that as many as 1 in 20 youth between the ages of 12 and 24 may be experiencing homelessness at any one time in Penticton. A generous inflation of that ratio to 1 in 40 would mean that there are 135 to 140 youth in Penticton between the ages of 12 and 24 that are homeless or precariously housed at any one time in Penticton, based on an estimated general population of roughly 5500 youth in that age range. Further, nearly half of youth surveyed knew someone in their peer group that was living away from home and as many as 1 in 10 youth that accessed services at Foundry identified having been homeless or couch-surfed in the past month. Youth that were homeless or precariously housed were more likely to be male, trans-male and Indigenous. Most youth in the survey reported having someone that they could count on for emotional support, to provide help in an emergency or to check in on them. However, those that were homeless or precariously housed were less likely to have someone that they could count on for emotional support or to check in on them.
“I didn’t know how to find someone to help me...”

At 18, this young person is currently living on their own and has been for 10 months having been able to secure funding via an Agreement with Young Adults. She is pregnant.

Her story of housing insecurity began at fourteen when she ran away from her abusive home. That initiated a period of transience where she moved back and forth between Penticton and Kelowna, finding shelter at Transition Houses, the youth shelter, and sometimes staying with family and friends. These were not easy or safe times. “I got into physical fights at some of the places I stayed at. I didn’t know how to find someone to help me.”

Her mother passed away when she was 16, reducing her small circle even further and adding more trauma to her story. It was during a stay at the Transition House that she received support to help her get on a Youth Agreement. She believes that she “would not have gotten a youth agreement without the help of the staff at the Transition House. I am really scared of aging out without this support.”

When asked what would have helped her navigate the challenges she faced, she said “more emergency youth beds and more safe, affordable housing. Some of the places that are cheap are not the best or safest places.”

There also needs to be “easier access to social workers...ones who take her seriously and want to help her.” After several less than ideal contacts with child welfare, she now has what she considers “a very helpful social worker” – one who is supportive and listens to her.

Asked what would support youth, she described the ideal solution as a youth shelter in Penticton that provides “easy access to supports, laundry, and showers.” She reinforced that if you need to flee an unsafe situation, you need “a solid plan, you have to have some money, and a safe place to go. You need a decent support system, family, and friends who care about you.”
Steps Forward

When we met with the youth advisory group and youth service providers, there were clear messages. Things can not continue the way they are in Penticton. There needs to be both safe emergency beds and long term housing options in this community in order to address youth homelessness. Housing is a basic human right and helps ensure safety and future success for youth. Below are our steps forward to create a continuum of appropriate youth housing options in Penticton.

1) Short Term Strategies

**Prevention:**
- Engage in prevention initiatives in partnership with School District 67 & community agencies including implementation of Upstream Project
- Engage in active education and community awareness re: the issue of youth homelessness in Penticton
- Continue to develop trauma informed practices and interventions
- Expand access to mental health supports available through Foundry Penticton

**Data Collection:**
- Ensure ongoing data collection on the numbers of youth experiencing housing insecurity and homelessness is occurring among organizations in Penticton

**Collaboration:**
- Work with 100 More Homes to add a “youth lens” to the conversations and strategic activities
- Develop municipal policy position re: proactive engagement in establishing youth homelessness responses
- Establish Youth Council to inform municipal decision making re: youth services

**Intervention:**
- Establish a Collaborative Planning/Response Table for youth “known by name”
- Review strategies for ensuring the provision of wrap around supports to at risk youth - establish case manager for each youth
2) Medium Term Strategies

**Prevention:**
- Advocate for more funding for Family Support programs
- Develop a social policy position & poverty reduction strategy for Penticton
- Ensure that new housing projects include options for youth suites
- Expand harm reduction strategies targeted to meet youth needs
- Enhance availability of peer support workers targeted to at risk youth and homelessness

**Collaboration:**
- Sustain collaborative planning and delivery of responsive supports to youth
- Strengthen linkages with youth homelessness initiatives throughout the Interior, province, and nationally
- Partner with First Nations resources to support culturally relevant supports for at risk youth

**Intervention:**
- Advocate for more emergency beds for youth which are responsive to all gender identities
- Evaluate the effectiveness of wrap around interventions to support youth
- Initiate personal network building project to support at risk youth
- Targeted alignment with employment supports to assist with job finding and job maintenance

3) Long Term Strategies

**Prevention:**
- Establish continuum of youth housing options:
  - low barrier, 24/7 emergency shelter (30-60 days), transitional (3-6 months), and long term (6 month – 2 years).
- Ensure housing options provide additional supports including lifeskills, cooking, budgeting, etc.

**Collaboration:**
- City of Penticton alignment with other communities to support provincial youth strategies and maintain lens on youth homelessness
“It’s a do or die situation...”

This young woman, who identified herself as an Aboriginal person, has had poverty and precarious housing shadow her entire life. “I have been in and out of transition homes since I can remember.”

First on her own at the age of 15, she was able to get on a Youth Agreement at 16 which ended when she turned 19. Despite all the challenges associated with this funding arrangement, during these years she was working to complete high school while holding down an almost full-time job. When she turned 19, she lost her housing because the landlord knew she would no longer be receiving money from the government. “I wasn’t working enough for people’s liking”. She is now on social assistance.

Prior to losing her housing, she felt she was doing comparatively well. With nowhere to go, she 8 returned to live with her family in supported housing in another part of the province. She described these circumstances as “not good. It was under construction, workers intruded in my space...there was no privacy,” She shared this space with her brother, sister and her mom – all trying to survive on social assistance.

After leaving that arrangement, she moved into her current housing describing it as a solution to a “do or die situation”. She found the place on Facebook and while the situation is volatile and abusive in this shared accommodation, she continues to live there to avoid being homeless. “The housing market is ridiculous – no one wants to rent to a kid!”

Her current living situation has become tangled and exploitative. She is sexually involved with her landlord who demands her social assistance cheques. “He knows I am on welfare and he expects it. He makes me go to the bank, deposit my cheques, and give the money to him.” Realizing that this is an unsafe situation, she has tried to leave often. There are few options for her, however. She has slept in her car on the side of the road, in a tent, and found shelter at the Transition House twice. She always ends up returning to the unsafe situation as she had nowhere else to go. To add to the exploitation, her landlord has withheld personal items, her cat, important documents, and other things as a means to control her and keep her staying with him. She has called the police a number of times to help him get her things back so she can leave for good, but she has not had any luck. When asked if she had somewhere else to live would she still be living there, she replied “no”.

Her difficulties are compounded by substance use which has attracted the attention of MCFD who have given her ultimatums about getting treatment or risk losing financial supports. She told us she wished there would have been some type of youth housing to help with ageing out of care, managing addictions and substance misuse, and mental health issues. Asked how serious a problem youth homelessness is, she replied “it’s a dire situation and it has been here for too long. They say children are our future, but do they really care that much if they are letting this happen? There are kids out here, kids that are dying. They are not being murdered; they just cannot simply sustain life without more supports”.

8 Update on this story: This young woman moved out of the living arrangement described in the interview but has been unable to retrieve her belongings. She is living in a single bedroom apartment with three adults. Her own substance use has gotten a lot better, however she is surrounded by substance use in her living situation.

She has entered a work skills program and has really taken strides forward in her life to get things to where she wants them to be. She is participating in counselling and says “she is managing”. She told us she often feels like she is “grasping at straws, but I will not admit defeat to the system we are trying to change”.
Appendix A

Youth Homelessness Project
Survey

What is this survey asking about: We are trying to understand the experiences of Penticton youth, ages 12 – 24, with homelessness and housing problems. We hope you will consider completing the survey because your information and ideas are important to creating solutions. You only have to answer the questions you feel comfortable with.

This survey collects anonymous information to assist with our inquiry. Precautions have been taken to protect you. Your feedback cannot be traced back to you.

1. What is your age? ______________

2. I identify as:
   - Male
   - 2-spirit
   - Trans female
   - Agender
   - Prefer not to answer
   - Female
   - Non-binary
   - Trans male
   - Not sure/ questioning
   - I don't identify with any of these options (please specify)________________________________________________________

3. I would describe my ethnic or cultural background as:
   - Indigenous (First Nations, Metis, Inuit)
   - Chinese
   - Japanese
   - Latin American
   - Black (e.g. African, Haitian, Jamaican)
   - West Asian (e.g. Afghan, Iranian)
   - Southeast Asian (e.g. Indonesian, Vietnamese)
   - South Asian (e.g. East Indian, Pakistani, Punjabi, Sri Lankan)
   - Prefer not to answer
   - Caucasian (white)
   - Filipino
   - Korean
   - Arab
☐ I don’t identify with any of these options (please specify) ____________________________________________________________

4. If Indigenous (First Nations, Metis, Inuit) selected, please tell us if you are:
   ☐ Metis
   ☐ Inuit
   ☐ First Nations
   ☐ Unsure

5. I am a:
   ☐ Canadian citizen
   ☐ Visitor to Canada
   ☐ Permanent resident
   ☐ Refugee claimant
   ☐ On a work visa
   ☐ On a student visa
   ☐ Not sure
   ☐ Prefer not to answer

6. I live with: (check all that apply)
   ☐ Both of my parents
   ☐ Both parents, at different times
   ☐ Mother(s)
   ☐ Brother(s)/sister(s)
   ☐ Father(s)
   ☐ Friend(s)
   ☐ Partner/boyfriend/girlfriend
   ☐ Grandparent(s)
   ☐ Stepmother or stepfather
   ☐ Roommate(s)
   ☐ Foster Parent(s)
   ☐ I live alone
   ☐ My child/children
   ☐ Aunt, uncle, or other adults related to me
   ☐ Multiple people who aren’t related to me
   ☐ Other (please specify) ____________________________________________________________

7. I currently live:
   ☐ In a house
   ☐ in a basement suite
   ☐ In an apartment
   ☐ I couch surf
   ☐ In a single room in a house or apartment building
   ☐ In a homeless shelter
   ☐ I am unhoused
In a group home

☐ Other. If you chose “other”, please tell us what your current living situation is:

_______________________________________________________________

8. I have been living in this type of housing for: _______ years or _______ months

9. I get along with the people I live with:

☐ Never  ☐ Often

☐ Sometimes  ☐ Always

10. My current living situation is because:

☐ I have always lived here  ☐ I am happier now

☐ I felt unsafe at home  ☐ I was kicked out

☐ I was in conflict with the adults in my house  ☐ Was in foster care & left

☐ The rules at home were too strict

☐ “Aged out” of the place I was living

☐ I am on a Youth Agreement

☐ I felt that I was old enough to leave home

☐ Other reason(s): please tell us why

_____________________________________________________________________

_____________________________________________________________________

11. At some point in my life, I have lived with adults who were not my parents.

☐ yes  ☐ no

If you answered yes, who did you live with?

☐ with friends  ☐ with foster family

☐ couch surfed  ☐ in a shelter

☐ in a group home  ☐ on the street

☐ other family member  ☐ roommates

☐ partner  ☐ other ___________________
12. I have run away from home:
   □ never □ thought about it
   □ once □ more than once

13. Do you know anyone in the group of people you hang out with who is living away from their family home?
   □ Yes □ No
   □ Not sure □ Prefer not to answer

14. How many in the group you hang out with are worried about their housing and not in a safe or secure place?

_____________________________________________________________________

15. Do you have someone you can count on to:
   Provide help in an emergency? □ Yes □ No
   Check in to see how you are doing? □ Yes □ No
   Offer emotional support? □ Yes □ No

16. Where would you go for help to ask about finding a safe place to live?
   □ friends □ youth worker
   □ school counsellor or teacher □ government social worker
   □ the Foundry □ Community Living BC
   □ your doctor □ co-worker at my job
   □ the hospital □ a relative
   □ a local shelter
   □ I don’t know where I would go

17. What does Penticton need to help youth who are having housing troubles or who are homeless? (check as many as apply)
☐ supported, youth housing (e.g. staff on site, help with skill building, safety precautions)
☐ more affordable housing with suites just for youth
☐ more motels that will rent to youth
☐ more shelters
☐ emergency youth beds
☐ more foster homes
☐ Other (please provide us with your ideas)

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_________________________________________________

18. Do you think that youth homelessness is a problem in Penticton?
☐ Absolutely!!!  ☐ Probably
☐ Not at all  ☐ Don't really know

If any of the questions in this survey has triggered stress, anxiety, or worry for you, PLEASE contact:
the Foundry at 501 Main Street at 778-646-2292, or,
the Kids Help Line at 1-800-668-6868.
Support is available and free of charge.
Appendix B

PENTICTON YOUTH HOMELESSNESS
ASSESSMENT & STRATEGY
2020

What we value and believe:

1. The lived experience of youth must be central to our process; we each bring a unique perspective to understanding the issues and creating solutions. Our voices must be heard and respected in order to achieve the best possible outcome.

2. Safety must be protected so that everyone can participate. We will model respect for individual identity including gender identity, cultural safety, and celebration of diversity.

3. We are deeply grateful to be on working and playing on the ancestral, traditional, and unceded territory of the Syilx Nation. Our interactions will be based on recognition of the impact of colonization, our responsibility to uphold the principles of truth and reconciliation, equity, and respect for Indigenous voices.

4. The meaningful participation and sustainable involvement of young people, in shared decisions on matters which affect their lives and those of their community, is essential to creating viable solutions and supports they are needed now and others may need in the future.

5. Thoughtful decision-making, considering multiple perspectives and best practices, will help guide our solutions. Solutions will emerge from a good understanding of the scope of the issue and thinking together about our community.

In practice, this will look like:

- Making sure the voices of youth mirror the diversity of our community.
- Working to reduce barriers to participation including meeting people in the places that feel safe for them.
- Conveying information and ideas in ways that include all participants and respect their ways of learning and processing information.
- Acknowledging that trauma is likely part of the experience for many youth experiencing housing insecurity and homelessness. We resolve to do no further harm in our interactions and to apply a trauma-informed lens.
- Taking individual and collective responsibility for supporting a shared experience that demonstrates respect for one another, welcomes opinions and ideas, and seeks to understand rather than judge.
Appendix C

List of Organizations Interviewed

RCMP Liaison Officers
South Okanagan Women in Need Society
Pathways Addictions Resource Society
United Way
School District 67
Interior Health
Ooknakane Friendship Centre
ASK Wellness Society
South Okanagan Similkameen Brain Injury Society
Penticton & District Society for Community Living
Foundry Penticton
South Okanagan Immigrant and Community Services Society
Ministry for Children and Family Development
Okanagan College, Penticton Campus
Okanagan Boys and Girls Clubs
Bridge Youth and Family Services
OneSky Community Resources Society
BC Housing
Away Home Kelowna
Away Home Kamloops
Canadian Mental Health Association
WE NEED YOUR HELP

We are trying to determine how many youth are struggling with homelessness or who have difficulties finding some where safe to live.

If you live in the Penticton area and are age 12-24 please take our survey below.

Survey is open until December 31st 2020.

Please use this QR code to find the survey:

You can also find the survey through this link:
https://www.surveymonkey.com/r/BPTWRJH

Thank you for your help to address youth homelessness in Penticton.
Date: September 7, 2021
To: Donny van Dyk, Chief Administrative Officer
From: Adam Goodwin, Social Development Specialist

Subject: Mobilizing the Penticton Child Care Action Plan: Community Mobilization Group

Staff Recommendation

THAT Council approve the terms of reference, as included in Attachment A, for the Penticton Child Care Action’s Community Mobilization Group;

AND THAT Council direct the Group to report to Council a minimum of every 18-24 months;

AND THAT Council direct staff to convene and coordinate the Group.

Strategic priority objective

Vision: A vibrant, innovative, healthy waterfront city focused on sustainability, community and economic opportunity.

Community Safety: The City of Penticton will support a safe, secure and healthy community.

Community Vitality: The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

Background

In January 2021, Council endorsed the Penticton Child Care Action Plan (Resolution 16/2021).

16/2021

It was MOVED and SECONDED

THAT Council endorses the “Penticton Child Care Action Plan”;
AND THAT Council direct staff to collaboratively work with community partners on implementing the Penticton Child Care Action Plan;
AND THAT a final Union of BC Municipalities (UBCM) grant report is submitted to UBCM and the Province of British Columbia in order to meet the UBCM grant program obligations.

CARRIED UNANIMOUSLY

As Council directed in January 2021, staff have been working collaboratively with various groups to mobilize aspects of the plan. To continue mobilizing the plan, implementing recommended Action 24 (“Develop a local Child Care Action/Planning Table that brings child care providers, support services like supported child
care, Interior Health Licensing, family support agencies, the School District and Indigenous Partners together with the City to focus on child care needs and the implementation of the child care action plan) will help maintain momentum in improving the accessibility, affordability, and quality of child care in Penticton.

Financial implication

There are minimal financial implications associated with this group, besides staff time and/or items for meeting which will be covered by existing budgets. As with similar groups at other municipalities, it is recommended that Council consider including a minimum of $2,500 annually to the group to allow it to mobilize and leverage other resources to achieve its purpose. This amount was budgeted for 2021 and is also being included by staff in the 2022 budget for Council’s consideration; no financial decision is being requested of Council at this time.

Analysis

Child care is a multi-sector, multi-element system. As a system, child care service providers, parents, child care professionals, developers, provincial and federal governments, school districts, health authorities, local and First Nation governments, and others all influence and can facilitate accessible, affordable, and quality child care. The mobilization group will be a combination of various sectors to come together to strengthen child care.

The City’s role in the mobilization group will be to convene and coordinate the group. As the child care plan’s consultants, Social Planning and Research Council of BC, identify in the Penticton Child Care Action Plan, municipalities do not have the resources or mandate to fully address the community’s child care gaps. However, municipalities can help convene and coordinate community groups that collectively work together to address actions. The City’s level of responsibility will be to complement others in the group.

To support the group, staff developed a terms of reference (see Attachment A) to guide the group’s focus and efforts. This was developed based, on part, other communities’ groups and in conversations with partner organizations. Based on the Action Plan’s recommendation and a scan of what other communities are doing, staff are recommending that Council approve the terms of reference and direct staff to support the group.

Alternate recommendations

THAT Council direct staff to bring back additional information.

Attachments

Attachment A – Terms of Reference

Respectfully submitted,

Adam Goodwin
Social Development Specialist

Concurrence

<table>
<thead>
<tr>
<th>Director, Development Services</th>
<th>Chief Administrative Officer</th>
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<tr>
<td>BL</td>
<td>DvD</td>
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</tbody>
</table>
Attachment A
Penticton Child Care Action Plan
Community Mobilization Group
Draft Terms of Reference

As of September 7, 2021

Background

Penticton developed a child care plan in 2020. One of the recommended actions for the community is to develop a group that could support the implementation of the plan.

Purpose of the Group

To mobilize actions in the Penticton Child Care Action Plan, as amended, to support the community’s efforts towards increasing the accessibility, affordability, and quality of child care in Penticton. The City of Penticton will convene and coordinate the group. This group is supported by City staff; it is not a committee of/to Council.

Term of the Group

The group shall exist on a pilot basis from October 2021 to December 2023. The group’s term may be extended for up to an additional one (1) year, until December 2024, at which time any further extensions will require Council approval.

Membership

The group shall include, a minimum of:

- One (1) City staff person (non-voting),
- One (1) employee/owner of a child care facility/program in Penticton,
- One (1) parent who is the parent of a child that attends a child care facility/program in Penticton, and
- One (1) individual from a tertiary-supplementary organization to child care in Penticton (e.g., school district, Interior Health’s child care inspections department, Child Care Resource and Referral, a staff person from a post-secondary institution’s child care program).

There may be a maximum of seven (7) voting members at any one time, one of which shall be identified by the group as the group chair. A minimum of four (4) voting members must be in attendance at a meeting.

Term of Membership

Terms shall be from October 2021 to December 2023, and may be extended for up to one (1) additional year.

Decision Making
This is a non-statutory body, therefore its decisions are not binding on the City. The group shall make decisions by consensus. All decisions must be made in accordance with all relevant laws, bylaws, and policies.

**Seed Funding**

To support the group’s work, when possible, the City will attempt to provide a minimum of $2,500 per year for the group to mobilize and leverage other resources.
Committee Report

Date: September 7, 2021
To: Donny van Dyk, Chief Administrative Officer
From: Anthony Haddad, General Manager, Community Services
Subject: Skaha Lake Marina: Request for Proposal

Staff Recommendation

THAT Council approve the Skaha Lake Marina Request for Proposal as provided in Attachment A of the report dated September 7, 2021 titled “Skaha Lake Marina: Request for Proposal”.

Background

On March 31, 2021 Council endorsed the Community Opinion Question related to the Skaha Lake Marina lands to be held at the June 19th 2021 By-Election, and passed the following resolution:

109/2021 It was MOVED and SECONDED

THAT Council seek a community mandate to establish a long-term agreement with a private operator to help fund the capital improvements and operate the Skaha Marina by including the following question on the spring 2021 by-election ballot;

Do you support the City selecting a private operator and entering into a long-term agreement of up to 25 years in order to fund the marina improvements and provide marina services at Skaha Lake Park?

YES or NO

AND THAT the Council resolve to abide by the results of Community Opinion Question on the by-election ballot;

AND THAT if there is community support through the by-election, the proposed operating agreement will be brought back to the Parks and Recreation Advisory Committee for review and a recommendation prior to being presented to Council for a decision.

CARRIED UNANIMOUSLY

The Community Opinion was held at the June 19th By-Election where the following question was asked:

Do you support the City selecting a private operator and entering into a long-term agreement of up to 25 years in order to fund the marina improvements and provide marina services at Skaha Lake Park?

YES or NO

The results of Skaha Marina Community Opinion from the June 19th 2021 By-Election were as follows:
YES: 2,453
NO: 2,416

Staff then presented a report to Council on July 20th 2021 with a summary of the Community Opinions results and identification of next steps, including the development of a draft RFP to seek proponents for the development of a long-term Operating Management Agreement up to 25 years for the Skaha Marina Lands. The following resolution was passed:

222/2021 It was MOVED and SECONDED

THAT Council reaffirm their commitment to abide by the results of the Community Opinion Question that was successfully supported on the June 19, 2021 by-election ballot;

AND THAT Council direct staff to proceed to develop a Request for Proposals for the development of a long-term Operating Management Agreement up to 25 years for the Skaha Marina lands and refer the proposal to the Parks and Recreation Advisory Committee for review before returning to Council for approval.

CARRIED UNANIMOUSLY

Parks & Recreation Advisory Committee

On August 24th, staff presented the Draft Request of Proposals to the Parks & Recreation Advisory Committee. As noted in the minutes of the meeting there were a number of questions and comments provided to staff including:

- Members at Large asked if the timeline is too tight and what the process around performance review will look like. Staff responded that the timeline will depend on the improvements that are planned by the new operator and that performance will be reviewed to ensure that it is aligned with expectations, financial obligations are being met and so forth. Staff noted that a draft operating agreement will also be brought to the Committee to review.
- A Member of the Committee asked about the Capital Renewal Plan and staff responded that this highlights the capital investments that the City expects to see. A Committee Member asked about the clause regarding a similar sized building, and staff responded that there may be a variety of proposals that involve different options for the building.
- A Committee Member mentioned that ‘boat repair maintenance’ should not be weighted heavily in consideration as this is a component that can take place elsewhere.
- A Committee Member asked if there would be an opportunity for further review once proposals are submitted. Staff responded that the Committee and public will be provided with a copy of the actual Operating Agreement before any agreement is reached.
- A Committee Member asked how disputes with leaseholders are typically handled, and staff responded that a Dispute Resolution Process will be included in the Operating Agreement.
- A Committee Member asked about current users of the marina and how they might be impacted. Staff responded that the ‘Benefit to the Community’ criteria would take into account any adverse effects to the community that were included in any proposals.

The Committee then passed the following resolution:
It was MOVED and SECONDED

THAT the Parks and Recreation Advisory Committee recommend to Council that the Skaha Lake Marina Request for Proposal document be supported.

CARRIED UNANIMOUSLY

Analysis

Staff are now moving forward with this direction from the Parks and Recreation Advisory Committee and have finalized the Request for Proposals (RFP), which is the next step in identifying a long term operator for the Skaha Marina lands. The RFP process seeks proposals for investment in a long term Management Operating Agreement, up to a maximum of 25-years, with the City for the use, development, operations and management of the Skaha Marina Lands.

The RFP document is provided for Council and community’s review in Attachment A.

The terms upon which the City will be seeking proposals under the RFP process will include the following parameters, which were communicated to the community in advance of the Community Opinion process:

- Period of term up to 25 years
- Maintain existing property and water boundaries
- Maintain similar dock configuration
- Operate using similar sized building footprint
- Performance reviews every 3-5 years
- Provide the following Marina services:
  - Short-term and long-term moorage both on water and vertical dry dock storage, including provision of a Fire Suppression system
  - Marine repairs to support Skaha Marina use and accessory retail store
  - Gas dock with fuel sales
  - Watercraft and equipment rentals
  - Operation of a café and / or licensed restaurant
- Parking demand analysis based on the proposal brought forward

Contained with the RFP document are scoring criteria for the review of proposals submitted through the RFP process, the table below outlines what is being proposed.

<table>
<thead>
<tr>
<th>SCORED CRITERIA</th>
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<tbody>
<tr>
<td><strong>Financial Contribution &amp; Viability</strong></td>
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</tr>
<tr>
<td>i. Annual Rental fee proposed (set fee, percentage of revenue etc.)</td>
<td>25%</td>
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<tr>
<td>ii. Capital upgrade plan (proponent involvement, level and nature of capital contribution, partnership if any with City</td>
<td></td>
</tr>
<tr>
<td>iii. Financial viability of organization</td>
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</tr>
<tr>
<td>iv. Financial assurances or performance guarantees of proponent</td>
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<tr>
<td><strong>Benefit to the City &amp; Community</strong></td>
<td></td>
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<tr>
<td>i. Alignment with the Skaha Lake Park East Master Plan and relevant City policies</td>
<td>30%</td>
</tr>
<tr>
<td>ii. Marina Services</td>
<td></td>
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</tbody>
</table>
### Staff Recommendation

If approved, the RFP will be posted following the September 7th Council meeting and proponents will have approximately twelve (12) weeks to prepare their proposals. The following timelines are also provided in the RFP to ensure preparation for the 2022 season.

- Request for Proposal Closes  
  November 30, 2021
- Selection of a preferred Respondent  
  January 15, 2022
- Execution of the Agreement  
  February 28, 2022
- Takeover of the Marina Lands Operations  
  April 1, 2022

Staff are now seeking Council support for moving forward with the RFP.

### Attachments

Attachment A - Proposed Skaha Marina RFP

Respectfully submitted,

Anthony Haddad  
General Manager, Community Services

<table>
<thead>
<tr>
<th>General Manager, Finance &amp; Administration</th>
<th>Chief Administrative Officer</th>
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<td>JWB</td>
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REQUEST FOR PROPOSALS
FOR
MANAGEMENT AND OPERATION OF SKAHA LAKE MARINA BUILDING AND WATERFRONT PROPERTIES LOCATED AT 124 SOUTH BEACH DRIVE, PENTICTON, BC

Request for Proposals No.: 2021-RFP-XX

Issued: XXX XX, 201X

Closing Date and Time: XXX XX, 201X at XX:00 PM

A non-mandatory site meeting will be held at the following time and place to answer any questions Respondents may have before submitting a Proposal:
- XXXX Road, Penticton, BC at 00:00AM on Day Month Year -
Summary, Contents & Instructions:

Summary:
Through this Request for Proposals, the City of Penticton invites Proposals from Respondents who will enter into a long term Management Operating Agreement for the future development within the Skaha Marina Lands including:

- Period of term up to 25 years
- Maintain existing property and water boundaries
- Maintain similar dock configuration
- Operate using similar sized building footprint
- Performance reviews every 3-5 years
- Provide the following Marina services:
  - Short-term and long-term moorage both on water and vertical dry dock storage, including provision of a Fire Suppression system
  - Marine repairs to support Skaha Marina use and accessory retail store
  - Gas dock with fuel sales
  - Watercraft and equipment rentals
  - Operation of a café and / or licensed restaurant
- Parking demand analysis based on the proposal brought forward

This RFP document details of the Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal. Refer to the City’s website at [www.penticton.ca/bidopportunities](http://www.penticton.ca/bidopportunities) for General Terms and Conditions, Contractor’s Responsibilities, WCB, and business licence information.

Contents:
This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Services** – full details of the Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: Submission Forms** – the forms a Respondent should submit in their Proposal

Award:
Only the Successful Respondent will be notified. Results can be found on our website at [www.penticton.ca/bidopportunities](http://www.penticton.ca/bidopportunities)

Instructions:
Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:
Example:

Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
Part A: The Services

This Part A provides details on the Services required by the City of Penticton. Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

1. Background & Summary

The City of Penticton (the “City”) is looking for a Respondent who will operate and maintain the marina and food and beverage services and associated improvements for up to a 25-year period through a Management Operating Agreement within City owned lands and a sub-license of occupation with the Province of BC for the marina area.

The objectives of the RFP are to evaluate the Respondent’s proposed development of the Skaha Marina lands in line with the direction provided in the 2021 Skaha Lake Park East Master Plan. Evaluation of Proposals will also occur in relation to construction and operating experience, market research, benefit to the City and community, environmental enhancement, ability to finance, business plan, operations plan, risk mitigation strategy, schedule and financial measures.

This Request for Proposal is designed to provide the in depth information and understanding needed to allow for the selection of a Successful Respondent. The end result of the process will be for the City to negotiate with one Successful Respondent and execute a Management Operating Agreement and sub-license of occupation.

2. Scope of Management Operating Agreement (the “Services”):

The City is prepared to enter into a long term Management Operating Agreement for the following:

1. The Skaha Marina lands are shown in Figure 1, which include the following:
   a. City owned lands – 2,739 m²
   b. Province of BC land – 10,500 m²

The City holds a License of Occupation from the Province of BC for the portion of the lands located west of the high water mark, and is applying to the Province to establish 30-year lease for these lands. The City will issue a Sub-License of Occupation of that area to the Successful Respondent. The Successful Respondent will be bound by the terms and conditions of the Sub-License of Occupation with the Province. PLEASE NOTE: The Province has indicated they do not support further sub-leasing to individual slip owners. The City will work with the Successful Respondent to validate other options if needed.

The current Provincial License of Occupation is attached in Schedule A.
**Figure 1 – Skaha Marina Lands**

**Management Operating Agreement Terms**
The City is prepared to consider a long term Management Operating Agreement for up to 25 years in length.

- Period of term up to 25 years
- Maintain existing property and water boundaries
- Maintain similar dock configuration
- Operate using similar sized building footprint
- Performance reviews every 3-5 years
- Annual building and site inspections
- Provide the following Marina services:
  - Short-term and long-term moorage both on water and vertical dry dock storage, including provision of a Fire Suppression system
  - Marine repairs to support Skaha Marina use and accessory retail store
  - Gas dock with fuel sales
  - Watercraft and equipment rentals
  - Operation of a café and / or licensed restaurant
- Parking demand analysis based on the proposal brought forward

**Official Community Plan Designation**
Official Community Plan Bylaw 2002-20 ("OCP Bylaw") designates the lease areas as Parks and Recreation.

**Development Permit Area Designation**
Large portions of the lease areas adjacent to Skaha Lake and adjacent to the north south water course that runs adjacent to South Main Street are included in the Riparian Development Permit Area of the OCP Bylaw.

Commercial development on the property will require a Development Permit to ensure compliance with the Commercial and Mixed-Use Development Permit Area requirements of the Official Community Plan.
Zoning Designation
Zoning Bylaw 2011-23 (“Zoning Bylaw”) designates the lease areas as P2 – Parks and Recreation and allows for the uses associated with this Request for Proposal.

Amendments to OCP, Zoning and Parks Dedication Bylaws
The City will not consider any other uses, other than the provision of the following Marina services:
- Short-term and long-term moorage both on water and vertical dry dock storage
- Marina repairs and accessory retail store
- Gas dock with fuel sales
- Watercraft and equipment rentals
- Operation of a café and/or licensed restaurant
- Provision of appropriate parking to accommodate the proposal

Archeological Review
The subject lands have been identified as being in an area of high potential for archeological materials. If through the course of development, it is discovered that there are any items of archeological significance, it is the Successful Respondent’s responsibility to notify the Archeological Branch of the Ministry of Forest, Lands and Natural Resources BC. Failure to do so may result in severe liability. As this property is identified as being an area for high potential, we also recommend consultation with the Penticton Indian Band (PIB) Natural Resources Division to provide an initial desktop review and provide further advice on how to proceed. Contact the PIB at lands.manager@pib.ca

Indigenous Relationship
The City acknowledges the historical significance of Skaha Lake Park to the Penticton Indian Band and recognizes the importance of their work to restore the kokanee and salmon populations in Skaha Lake. Proponents are invited to consider the Band’s interests and reflect the syilx Nation’s relationship to the park in their proposals. Guidance is provided in the letter from the Band included in Schedule B. Further consultation with the Band on the opportunities will occur once the proposal is awarded.

Collaboration with the Penticton Indian Band and the City of Penticton to develop opportunities for mutual benefit on Syilx Nation ancestral lands should be considered by Respondents.

Geotechnical
A preliminary geotechnical assessment was completed by Levelton Consultants Ltd. in August of 2012. For a complete copy of the Geotechnical Report – see Schedule C.

Some of the significant findings of the Geotechnical Report follow. Respondents are responsible to view the complete report:

1. The majority of the site is most suited, from a geotechnical perspective, for construction of one to two storeys, relatively lightly loaded commercial or residential buildings;
2. Higher buildings may be considered for some areas, but additional site preparation and ground improvement and or deep foundations maybe required; and
3. Below grade construction is not recommended due to high ground water table and potential for flooding.

Geotechnical Constraints of the Site
2021-RFP-XX
Skaha Marina

1. Variability in compressibility of the silt deposit;
2. Shallow ground water table;
3. Potential of post-construction settlement due to consolidation of silt;
4. Low bearing capacity of near-surface silt; and
5. The need to avoid development in areas that could be impacted by instability of the slope to the east of the site.

Slope Stability

1. There is a set forward area varying from 10m to 27m wide directly west of the west curb line of South Main Street.

Environmental
A Stage 1 Preliminary Site Investigation was completed by Levelton Consultants Ltd. in June of 2012. For a complete copy of the Stage 1 & 2 Preliminary Site Investigation Report—see Schedule D.

Some key findings of the Stage 1 and Stage 2 report follow. Respondents are responsible to view the complete reports:

City Lease Area from the Province of BC, the area west of the marina building.

1. An Area of Potential Environmental Concern in the form of a former Underground Storage Tank north of the marina building in the area leased by the City from the Province of BC. Due to changes in regulatory framework since removal in 1997 a Stage 2 Preliminary Site Investigation was recommended.

A Stage 2 Preliminary Site Investigation was completed by Levelton Consultants Ltd. in April 12 of 2013. The Stage 2 Report identified the following:

1. Analytical analysis of soils from the identified Area of Potential Environmental Concern indicated that concentrations were below Residential Parkland Standards.
2. Ground water sampling of two of the three wells did not exceed applicable standards.
3. Ground water sampling of one of the wells identified Pyrene that was above the Aquatic Water Standards and two other items that were near detection limits.
4. Two additional ground water sampling tests were taken at the Pyrene well and those tests confirmed that Pyrene below laboratory detection limits.
5. Based on the Stage 2 Preliminary Site Investigation intrusive subsurface investigations are required at this time.

City Owned Lot A

1. The likelihood of soil or ground water contamination in excess of applicable Contaminated Sites Regulations Commercial Land Use Standards is low. No Stage 2 Preliminary Site Investigation was recommended.

Utilities and Easements on the Property
Located on the property are water mains, sanitary sewer mains, gas lines and a BC Gas Easement. These are as illustrated on Figure 3. In addition to these there are also underground irrigation systems.
Management Operating Agreement Area Details and Condition – Skaha Marina Lands
The Skaha Marina is currently being used for the provision of marina services and an on-site café, which is operating under a 3 Year Licence to Use Agreement. The current agreement expires on March 31, 2022.

The Skaha Lake Marina lands includes:

Building:
- 1,600 ft² sales area
- 600 ft² central area comprising a parts room, two 2-piece washrooms and an office;
- 1,800 ft² repair and maintenance area. The shop area has 14’ ceilings and 2 large overhead doors at the south end of the building for access.
- Paved parking area adequate for storage of 60+ boats (0.43 acres) is perimeter fenced with 6’ chain link fencing;

Marina:
- 94 boat docking slips
- 2 slips are provided for the City’s Fire Department
- 2 slips are allocated for the Dragon Boats
- 2 gas pumps
The moorage season typically runs from March 1 to November 30 inclusive (9 months) with the storage season from October 1 to March 31 inclusive (6 months).

The general condition of the building is adequate but updating is necessary. The docks in the marina have been upgraded over recent years, however further improvement are required.

All measurements are approximate.

Figure 4 – Skaha Marina view to the south east

Figure 5 – Skaha Marina view to the north-east
Access, Egress and Parking
Access and egress is available by boat from Skaha Lake or by vehicle from South Main Street.

Parking within the Skaha Marina lands, as shown in Figure 1, are for the operation of the marina development.

Services
All services are available in the area. Electric power is available by way of overhead lines.

Natural gas is provided to the site.

The site is connected to water and sanitary sewer.

Existing Building Plans
Existing building plans are provided in Schedule E.

Skaha Lake East Master Plan
The Skaha Lake East Master Plan was approved by Council in early 2021. A copy of this document is provided in Schedule F.

Taxes
Property taxes for the Skaha Marina licensed lands are as follows:

- License to Use area that includes the marina building and parking lot: 2021 taxes of $7,258.87
- Sub-licensed area that includes the crown aquatics lands (marina): 2021 taxes of $3,629.05
Management Operating Agreement

A Draft template for an eventual Management operating Agreement is provided for review in Scheduled G.
SCHEDULES

**Schedule A** – Current Provincial License of Occupation

**Schedule B** – Penticton Indian Band letter

**Schedule C** – Geotechnical Report

**Schedule D** – Environmental Reports

**Schedule E** – Existing Building Plans

**Schedule F** – Skaha Lake Park East Master Plan

**Schedule G** – Draft Management Operating Agreement Template

SYNC site to download these documents
Part B: The RFP Process

This Part B details the terms and conditions of how this RFP process will be run by the City, and how the Contractor will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:
   1.1. RFP Inquiries:
       Direct all inquiries to this RFP via the “Messages - Questions and Answers” feature on the City of Penticton Bonfire portal: https://penticton.bonfirehub.ca/portal

       Information obtained from any source other than through the Bonfire portal is unofficial and must not be relied upon as part of this RFP. Respondents must not contact any other employees, officers, consultants, agents, elected officials or other representatives of the City of Penticton regarding matters related to this RFP. Any Respondent found to have contacted persons other than through the Bonfire portal, may be disqualified from submitting a Proposal, or have their Proposal rejected.

       All questions regarding this RFP must be submitted through the Bonfire portal prior to the Deadline for Questions detailed under Section 1.2 of this Part B or as shown on the portal. The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the City shall not be held responsible for any misunderstanding by the Respondent.

   1.2. Timetable:
       This RFP process will run to the following timetable. This timetable may be amended at the City’s discretion through the issuance of an addendum to this RFP.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Issue Date of this RFP</td>
<td>XXX</td>
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<tr>
<td>Site Meeting Date</td>
<td>XXX</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>XXX</td>
</tr>
<tr>
<td>Last Day for Issue of Addenda</td>
<td>XXX</td>
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<tr>
<td>RFP Closing Date and Time:</td>
<td>XXX at 00:00 PM</td>
</tr>
<tr>
<td>Notice of Award Date (estimated)</td>
<td>XXX</td>
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</table>

1.3. Site Meeting Details:
   A non-mandatory site meeting will be held at the following time and place to answer any questions Respondents may have before submitting a Proposal:
1.4. Submission of Proposals:
Refer to Part D for submission instructions.

**RFP Closing Date and Time:** Proposals must be submitted and finalized no later than the time and date detailed in section 1.2.

2. Definitions Used in this RFP:

The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out in this section.

2.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the City in accordance with Section 5 of this Part B.
2.2. “City” means The Corporation of the City of Penticton.
2.3. “City Representative” means the representative or appointee engaged by the City to supervise the Services.
2.4. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the City and the successful Respondent to this RFP.
2.5. “Contractor” means the Successful Respondent to this RFP who enters into a Contract with the City.
2.6. “Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.2 of this Part B.
2.7. “Proposal” means a Proposal submitted by a Respondent in response to this RFP.
2.8. “Respondent” means a person or entity that submits a Proposal to this RFP.
2.9. “RFP” means this Request for Proposals # XXX-XXX, including all Parts A to D.
2.10. “Section” means the numbered section of the referenced part of this RFP.
2.11. “Services” means the Services which the City seeks to be provided by the Contractor, as outlined in Part A.
2.12. “Subcontractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.
2.13. “Successful Respondent” means the Respondent submitting the most advantageous Proposal as determined by the City.

3. Amendment of a Proposal by Respondent:
A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments must be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B. Amendments to a Proposal must be clearly labelled as such, must contain the RFP reference number and title, and the full legal name and legal address of the Respondent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.
4. **Withdrawal of a Proposal by Respondent:**
   A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time.

5. **Addenda Issued by City:**
   This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the City may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (at the Project on [https://penticton.bonfirehub.ca/portal](https://penticton.bonfirehub.ca/portal)). Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the City deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the City may extend the Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

   Proposals should confirm receipt of all Addenda in Appendix A – Certification Form of their Proposal.

6. **Evaluation of Proposals:**
   The City will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which will include City employees and may include independent parties and stakeholders. The City’s intent is to enter into a Contract with the Respondent who has met all mandatory criteria and who has the highest overall ranking based on this evaluation process.

   To assist in evaluation of the Proposals, the City may, in its sole and absolute discretion, but is not required to:

   a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal or any other references the City may see fit to contact, to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;

   b) seek clarification of a Proposal or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Proposals; and

   c) request interviews or presentations with any, all or none of the Respondents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the City, including the time, location, length and agenda for such interviews or presentations. The cost of the interview or presentation shall be the sole responsibility of the Respondent;

   and the City may in their sole and absolute discretion rely on and consider any information received as a result of such reference checks, background investigations, requests for clarification or supplementary information and interviews/presentations in the evaluation of Proposals.
The City will evaluate the Proposals in accordance with this Schedule 1. Without limiting the rest of this Schedule, the overall objective of the evaluation is to select the Proposal or combination of Proposals that substantially satisfies the Project and provides Best Value to the City.

6.1. Evaluation Process and Criteria:
An Evaluation Committee will evaluate each Proposal. The Evaluation Committee will recommend a one (1) preferred Respondent to City Council. The Council may, in its sole and absolute discretion, accept or reject the recommendations of the Evaluation Committee.

If the City determines that a Proposal is unclear in some aspects, a list of questions may be prepared to provide the Respondent with an opportunity to clarify its Proposal. If these clarifications are insufficient, the City may in its sole and absolute discretion decline the Proposal.

Evaluation of Proposals will be based solely on the contents of the submissions and any clarifications provided in writing in response to the questions asked by the City’s Contact Person. The evaluation will be conducted in the manner and sequence described below.

- completeness review of proposal;
- qualitative evaluation; and
- reference checks.

6.2. Mandatory Criteria:
Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

<table>
<thead>
<tr>
<th>MANDATORY CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Respondent or a representative attended the mandatory site meeting</td>
</tr>
<tr>
<td>Appendix A - Certification Form – Signed, Dated and acknowledged any addendums</td>
</tr>
</tbody>
</table>

6.3. Scored Criteria:
Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

<table>
<thead>
<tr>
<th>SCORED CRITERIA</th>
<th>WEIGHT</th>
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</table>
| **Financial Contribution & Viability**  
  i. Annual Rental fee proposed (set fee, percentage of revenue etc.)  
  ii. Capital upgrade plan (Respondent involvement, level and nature of capital contribution, partnership if any with City  
  iii. Financial viability of organization  
  iv. Financial assurances or performance guarantees of Respondent | 25% |
### Benefit to the City & Community

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>i.</td>
<td>Alignment with the Skaha Lake Park East Master Plan and relevant City policies</td>
</tr>
<tr>
<td>ii.</td>
<td>Marina Services</td>
</tr>
<tr>
<td>iii.</td>
<td>Food &amp; Beverage Services</td>
</tr>
<tr>
<td>iv.</td>
<td>Approach to supporting local use of marina</td>
</tr>
</tbody>
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30%

### Respondents Team

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>i.</td>
<td>Design and Construction (if necessary)</td>
</tr>
<tr>
<td>ii.</td>
<td>Operations and Maintenance</td>
</tr>
<tr>
<td>iii.</td>
<td>Past performance</td>
</tr>
<tr>
<td>iv.</td>
<td>Reference Checks</td>
</tr>
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</table>

20%

### Respondents Plan

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<table>
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<tbody>
<tr>
<td>i.</td>
<td>Market Research</td>
</tr>
<tr>
<td>ii.</td>
<td>Marketing Plan</td>
</tr>
<tr>
<td>iii.</td>
<td>Design and Construction</td>
</tr>
<tr>
<td>iv.</td>
<td>Operations Plan</td>
</tr>
<tr>
<td>v.</td>
<td>Maintenance Standards</td>
</tr>
<tr>
<td>vi.</td>
<td>Financial Plan</td>
</tr>
<tr>
<td>vii.</td>
<td>Construction &amp; Opening Schedule</td>
</tr>
<tr>
<td>viii.</td>
<td>Capital Maintenance Plan</td>
</tr>
</tbody>
</table>

25%

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6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the City will allow the following remedies and clarifications at its sole discretion:

- **Remedy for missing Mandatory Criteria**: If the City finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the City may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the City to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.

- **Clarification of Proposals**: During evaluation of the scored criteria, the City may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the City may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the City. In the event that two or more Proposals have an equal total weighted-
scored, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the City.

6.6. Conclusion and Execution of a Contract
Neither the City nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the City, to conclude a Contract, it is expected that the City and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.

The City would seek to execute a Contract within 30 days of issuing an invitation to the Respondent to conclude a Contract. If the City and Respondent do not, for any reason, execute a Contract within this time-period, the City may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The City may then continue this process until a Contract is executed, or there are no further Respondents, or the City otherwise elects to cancel the RFP process entirely. For clarity, the City may discontinue discussions with a Respondent if at any time the City is of the view that it will not be able to conclude a Contract with that Respondent.

7. Other Terms & Conditions of this RFP Process:
The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:
All Proposals are to be in the English language only.

7.2. Only One Entity as Respondent:
The City will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The City will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Subcontractor. The Respondent may include the Subcontractor and its resources as part of the Proposal and the City will accept this, as presented in the Proposal, in order to perform the evaluation. All Subcontractors to be used in the Service must be clearly identified in the Proposal.

7.3. Proposals to Contain All Content in Prescribed Forms:
All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The City may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. References and Experience:
In evaluating a Respondent's experience, as per the scored criteria, the City may consider information provided by the Respondent’s clients on the projects submitted in the Proposal, and may also consider the City’s own experience with the Respondent.
7.5. **RFP Scope of Work is an Estimate Only:**
While the City has made every effort to ensure the accuracy of the Services described in this RFP, the City makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. **Respondent’s Expenses**
Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the City, if required. The City will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. **Retention of Proposals and FOIPPA:**
All Proposals submitted to the City will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act (“FOIPPA”). Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the City’s obligations under FOIPPA and the City’s limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. **Notification and Feedback to Unsuccessful Respondents:**
At any time up until or after the execution of a written Contract with the Contractor, the City may notify unsuccessful Respondents in writing that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with the City's Purchasing Department in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the City's sole discretion in order to protect the confidentiality of other Respondents and the City's commercial interest.

7.9. **Conflict of Interest:**
All Respondents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The City may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent’s conduct, situation, relationship (including relationships of the Respondent’s employees and City employees) create or could be perceived to create a conflict of interest.

The City may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.
7.10. Confidentiality:
All information provided to Respondents by the City as part of this RFP process is the sole property of the City and must not be disclosed further without the written permission of the City.

7.11. No Contract A and No Claims:
This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) shall arise between the City and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the City are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the City for any damage or other loss resulting from a Respondent’s participation in this RFP, including where the City does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the City not execute a Contract with the Respondent for any reason whatsoever.

7.12. Right to Cancel RFP:
Although the City fully intends to conclude a Contract as a result of this RFP, the City may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.13. Governing Law and Trade Agreements:
This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.
Part C: Submission Instructions and Forms

This Part D contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

Part C Contents:
This Part C contains the following forms:

- Appendix A – Certification Form
- Appendix B – Covering Letter
- Appendix C – Organization and Team
- Appendix D – Proposed Uses
- Appendix E – Turn Over Plan
- Appendix F – Marketing Plan
- Appendix G – Design and Construction
- Appendix H – Operations
- Appendix I – Maintenance Plan
- Appendix J – Environmental Protection
- Appendix K – Financial Contribution & Viability
- Appendix L – Financial Plan
- Appendix M – Risk Mitigation
- Appendix N – Schedule
- Appendix O – References

SUBMISSION OF PROPOSALS

Please follow these instructions to view all files and submit via our Public Portal.

Log in to Bonfire or register your company on the portal at https://penticton.bonfirehub.ca/portal
Please note that the email address you register with will be the email address all notifications will be sent to.

Requested Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Type</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A – Certification Form</td>
<td>File Type: PDF (.pdf)</td>
<td>Required</td>
</tr>
<tr>
<td>Appendix B – Covering Letter</td>
<td>File Type: PDF (.pdf)</td>
<td>Required</td>
</tr>
<tr>
<td>Appendix C – Organization and Team</td>
<td>File Type: PDF (.pdf)</td>
<td>Required</td>
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<tr>
<td>Appendix D – Proposed Uses</td>
<td>File Type: PDF (.pdf)</td>
<td>Required</td>
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<tr>
<td>Appendix E – Turn Over Plan</td>
<td>File Type: PDF (.pdf)</td>
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</tr>
<tr>
<td>Appendix F – Marketing Plan</td>
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<tr>
<td>Appendix H – Operations</td>
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<tr>
<td>Appendix I – Maintenance Plan</td>
<td>File Type: PDF (.pdf)</td>
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<tr>
<td>Appendix J – Environmental Protection</td>
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<tr>
<td>Appendix K – Financial Contribution &amp; Viability</td>
<td>File Type: PDF (.pdf)</td>
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<tr>
<td>Appendix L – Financial Plan</td>
<td>File Type: PDF (.pdf)</td>
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</tbody>
</table>
Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100MB.

Please do not embed any documents within your loaded files, as they will not be assessable or evaluated.

UPLOAD YOUR SUBMISSION AT:

https://penticton.bonfirehub.ca/portal

Your submission must be uploaded, submitted and finalized prior to the Closing Time. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible to the City after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Subsequent Withdrawal or Modifications of a Proposal

A Respondent who has already submitted a Proposal may revoke or revoke and resubmit a Proposal only via the Bonfire Portal at any time up until the Closing Date and Time. A Proposal revocation or resubmission that is received after the Closing Date and Time shall not be considered and shall not affect a Proposal as submitted. Instructions for revoking or amending a Proposal through Bonfire are available on the Bonfire website. The following links are provided for convenience only:


The Respondent assumes the entire risk that any intended Proposal revocation or resubmission is completed prior to the Closing Date and Time.
NEED HELP?

City of Penticton uses a Bonfire portal for accepting and evaluating proposal digitally. Please contact Bonfire at Support@GoBonfire.Com for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc
APPENDIX A – CERTIFICATION FORM

Respondents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

1. Respondent Details:

<table>
<thead>
<tr>
<th>Full Legal Name of Respondent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other “DBA” Names the Respondent Uses:</td>
</tr>
<tr>
<td>Registered Address:</td>
</tr>
<tr>
<td>Respondent Contact Person Name &amp; Title:</td>
</tr>
<tr>
<td>Contact Person Phone No.:</td>
</tr>
<tr>
<td>Contact Person Email:</td>
</tr>
</tbody>
</table>

2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Respondent, certify and acknowledge the following:

a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.

b. We certify that the statements made in this Proposal are true and submitted in good faith.

c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the City and us, the Respondent, and that no contractual obligations shall arise between the City and us, the Respondent, until and unless we execute a written Contract with the City.

d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:

   i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;

   ii. The Respondent has had access to confidential information of the City which is not available to other Respondents to this RFP.
iii. The Respondent has influence over an employee of the City who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Agreement:

The Respondent undertakes and agrees that:

a) Upon review and award of the Proposal, the City will create a Contract based on our standard Management Operating Agreement modified to include the specific items being developed in the time lines specified in the Successful Respondent’s Proposal and as awarded by Council. The Contract will be provided to the Successful Respondent who will be required to execute and deliver the documents to the Corporate Officer within ten (10) days of receipt.

b) If awarded the Contract, the Successful Respondent shall construct, maintain and operate the development on the Skaha Marina lands within the time specified in the Management Operating Agreement.

4. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the City up until the Closing Date and Time:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Issued On Date:</th>
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5. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

________________________________________
Signature of Respondent Representative

________________________________________
Name of Respondent Representative

_______________________________________
Title of Respondent Representative

_______________________________________
Date
APPENDIX B – COVERING LETTER

Proposals should include information as detailed below in this Appendix B – Covering Letter.

A covering letter signed by an authorized representative of the company should be provided outlining the intent of the Proposal and stating that the information contained in the Proposal accurately describes the proposed development and operation to be provided. The Proposal must also guarantee that all details of the Proposal will be honored for a specified period from the submission date. Respondents are to note that this specified time shall be at least until Execution of Agreements.
APPENDIX C – ORGANIZATION AND TEAM

Proposals should include information as detailed below in this Appendix C – Organization and Team.

Two descriptions of the Respondents organization are required.

One description should identify the key people and positions that will design and build the development proposed. The Respondent is to also identify contractors that will be utilized. For any contractor, provide information on the size of the firm (for example employees and revenues), services provided, key staff, areas of expertise and length of time in operation should also be provided.

The second description should identify the key positions and, if possible, the people (or job descriptions with experience levels) who will maintain and operate the development being proposed.

Any significant organizational changes between the design and construction team and the long term operations team should be described.
APPENDIX D – PROPOSED USES

Proposals should include information as detailed below in this Appendix D – Proposed Uses.

A detailed description of what the Respondent will develop on the Skaha Marina land area. The detailed description should include a site plan showing the proposed works and concept drawings of the various specific elements.

The description should provide information on:

Marina:

- The number and size of the marina slips;
- Mechanism of tenure for those renting, leasing or purchasing slips;
- Wharf upgrades and additions;
- Fuel services;
- Repair service;
- Marine rentals;
- Marine retail; and
- Capital investment.

Food Services

- Type of food service;
- Size;
- Seating;
- Liquor service;
- Hours and days and months of operation; and
- Capital investment.

Retail

- Type of retail;
- Size;
- Hours and days and months of operation; and
- Capital investment.

Other

- Type of other development being installed;
- Size;
- Hours and days and months of operation;
- Capital investment.
APPENDIX E – TURN OVER PLAN

Proposals should include the information as detailed below in this Appendix E – Turn Over Plan.

A Turn Over Plan that clearly shows how the operation of the Skaha Marina Lands will be taken over from the current operator and turned over to a future operator is to be provided. The plan should clearly illustrate how a smooth transition with no interruption in marina service will be achieved.
APPENDIX F – MARKETING PLAN

Proposals should include the information as detailed below in this Appendix F – Marketing Plan.

A comprehensive Marketing Plan that covers the market research both completed and planned to support the planned development, the market segments being targeted including size, description and price sensitivity, the value proposition, and how the planned development will be marketed to achieve the intended financial returns. The Respondent is to indicate the take to market plan including who has responsibility, proposed budget by year and the overall marketing approach.
APPENDIX G – DESIGN AND CONSTRUCTION

Information on how, if any, the design and construction of the development will occur. Items to be covered should include whether the Respondent will undertake the design and construction of necessary capital upgrades, or whether the Respondent expects to work in partnership with the City. Details should also be provided on the consultation process with the City, Penticton Indian Band, marina users and the public during the design and construction phases. The Respondent is to indicate who will undertake the consultation, design and construction works.

The Respondent should outline the design and construction process that will be undertaken, including any approvals required, to ensure the completion of the Proposal.
APPENDIX H – OPERATIONS

Proposals should include information as detailed below in this Appendix H – Operations.

An Operations Plan that speaks to how, by who and in what manner the development will be operated following completion of construction. Any significant differences in management or operations team size, composition or responsibilities over the term of the contract should be included. The operations plan should identify all elements of the business operations.
APPENDIX I – MAINTENANCE PLAN

Proposals should include information as detailed below in this Appendix I – Maintenance Standards.

The Respondent is to provide a Maintenance Plan to highlight the maintenance standards and frequency of regular maintenance, replacement schedule and budget that will be implemented. If significant differences in maintenance exist due to the type of development, details for each significant area should be identified and described.

The Respondent should also provide a detailed capital renewal plan demonstrating how marina infrastructure will be renewed to ensure at the end of the operating agreement marina infrastructure remains at an appropriate standard and condition.
APPENDIX J – ENVIRONMENTAL PROTECTION

Proposals should include information as detailed below in this Appendix J – Environmental Protection.

Information on how the environment will be protected during the design, construction and operation of the proposed works.

Please describe in detail steps, processes and training and protection plans that will be implemented to safeguard against environmental risks from fuel handling and work in the riparian area.

Describe clearly the different approaches during construction and long term operations.
APPENDIX K – FINANCIAL CONTRIBUTION & VIABILITY

Proposals should include information as detailed below in this Appendix K – Financial Contribution & Viability.

The Respondent is to detail the annual fee payable to the City.

The Respondent is to detail their capital upgrade plan detailing their level of involvement and contribution, the scope of the upgrades, the nature of capital contribution to be made by the Respondent and the partnership if any it proposes with the City.

The Respondent is to provide financial statements reviewed by a professional accountant, of their company to demonstrate the financial capability to operate the marina and contribute the necessary capital upgrades.

The Respondent is to demonstrate financial capacity by such means as providing letters from financial institutions outlining the company’s financial history and/or letters from the financial institutions or financial backers indicating the amounts of operational financing available and other financial assurances and performance guarantees its determines necessary.
APPENDIX L – FINANCIAL PLAN

Proposals should include information as detailed below in this Appendix LK – Financial Plan.

The Respondent is to provide a detailed 5 year proforma income statement showing projected revenues and operating expenses of the marina operations. The Respondent should also detail how it proposes capital improvements are to be undertaken, along with capital maintenance plan for the term of the agreement.

Cash flow statements and sources of income should be included. Notes should be provided indicating the basis for the numbers and any assumptions made. Where applicable, identify key financial or operational triggers that will be used to determine if a specific element is to proceed or not.

The detailed description of its human resource plan including staffing levels by year for full time, part time or seasonal employees.

The Financial Plan should also include the following as separate line items:

1. The annual fee payment to the City for the use of land and buildings within the Skaha Marina lands, east of the high water mark, and Expansion Area 1;
2. The annual sub-license of occupation payments to the Province of BC for the Skaha Lake Marina area, west of the high water mark, owned by the Province of BC.
3. Property taxes.
4. The financial plan should also detail how the capital contribution will be funded within the financial plan.

The Respondent shall also indicate how the annual agreement and annual sub-license of occupation payment will be increased on an annual basis throughout the term of the agreement.

The fees for the sub-license of occupation for the provincial lands related to the marina area is based on what the City is charged by the Province. The 2021 Provincial licence of occupation charge to the City was $5,847.

If there are any additional revenue sharing proposals contemplated, the Respondent should identify any other sources of revenue the City may receive as a result of their proposal.

The Respondent will also be responsible for payment of property taxes on the Skaha Marina lands area. Property taxes for the Skaha Marina licensed lands are as follows:

- License to Use area that includes the marina building and parking lot: 2021 taxes of $7,258.87
- Sub-licensed area that includes the crown aquatics lands (marina): 2021 taxes of $3,629.05

All prices shall be in Canadian dollars.

The Respondent will identify any costs that they are expecting the City to pay.
APPENDIX M – RISK MITIGATION

Proposals should include information as detailed below in this Appendix M - Risk Mitigation.

The Respondent is to provide information on how risk will be mitigated to both themselves and the City.

Information is to be provided on what steps the Respondent will take to manage and reduce risk to ensure that all elements of the operations and financial projections as contemplated in their submission are realized. This should include an alternate plan should things not move forward as envisioned.

Information is also to be provided as to what steps the Respondent will take to reduce and protect the City from the risk associated if operations do not materialize as planned.
APPENDIX N– CAPITAL UPGRADE SCHEDULE

Proposals should include information as detailed below in this Appendix NM – Schedule.

The Respondent is to provide a detailed schedule for the design, construction and opening of the various elements of their Proposal should significant capital improvement be planned. The schedule should include key dates, milestones and trigger points. The following key dates are provided for the Respondent to incorporate into their schedule:

- Request for Proposal Closes: November 30, 2021
- Selection of a preferred Respondent: January 15, 2022
- Execution of the Agreement: February 28, 2022
- Takeover of the Marina Lands Operations: April 1, 2022
APPENDIX O – REFERENCES

Proposals should include the details requested in this Appendix ON – References. Respondents should use this form to provide details on References that can speak to the Respondent’s performance on similar projects.

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THIS AGREEMENT is dated for reference July 2, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

CORPORATION OF THE CITY OF PENTICTON
171 Main St
Penticton, BC V2A 5A9

(the "Client")

WITNESS THAT WHEREAS:

The Province and the CORPORATION OF THE CITY OF PENTICTON entered into Licence No. 342689 on April 21, 2004; (herein called the "Document") over those lands more particularly known and described as:

District Lot 4048s together with that part of District Lot 4017s, Similkameen Division Yale District, containing 1.05 hectares, more or less

The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1. The parties agree to remove and replace Article 2 (2.2) of the Tenure with "The term of this
Agreement commences on the commencement Date and terminates on the 22nd Anniversary of that date, or such earlier date provided for in this Agreement.

2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.

3 Time shall continue to be of the essence in this agreement and the Tenure.

4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
by the minister responsible for the Land Act
or the minister's authorized representative

Minister responsible for the Land Act
or the minister's authorized representative

SIGNED on behalf of CORPORATION OF THE CITY OF PENTICTON
by its authorized signatories

Authorized Signatory Dan Ashton, Mayor

Authorized Signatory Cathy Ingram, Manager of Legislative Services

Council Approval
Res. No. 916/2010
Date July 19, 2010

MODIFICATION AGREEMENT
CONSENT TO SUBLICENCE OF TENURE

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Agriculture and Lands ("us", "we" or "our") granted Lease Number 342689 dated April 21, 2004 (the "Tenure") over the following land:

District Lot 4048s together with that part of District Lot 4017s, Similkameen Division of Yale District, containing 1.05 hectares more or less, (the "Land")

The current holder of the Tenure is:

CORPORATION OF THE CITY OF PENTICTON
("you")

In accordance with the Tenure, you have asked us to consent to grant of sub-licence of the Tenure to PENTICTON YAMAHA & MARINE LTD., Incorporation No. BC0552283 (the "Sub-licencee") made between you and the Sub-licencee and dated January 1, 2006 (the "Sub-licence").

In consideration of the payment to us of the fees payable under the Land Act Fees Regulations, we consent to the Sub-licence on the following terms and conditions:

1. Our consent to the Sub-licence does not and will not be deemed to waive or modify our rights under the Tenure; and
2. Any provision of the Tenure prohibiting you from subletting, assigning, mortgaging or transferring the Tenure or permitting any other person to use or occupy the Land without our prior written consent remains in full force and effect.

Dated: July 2, 2010

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA by
Authorized representative of the
Minister responsible for the Land Act

Authorized Signatory

Note: This consent forms an integral part of the License Indenture and should be attached thereto.
Endorsement No. 1

Date: August 23, 2010

Licence modified by agreement dated July 2, 2010 to extend the term of the tenure. Tenure expires April 21, 2026.

Sub-licence unto Penticton Yamaha & Marine Ltd. for a period of 3 successive five year terms from January 1, 2006.
THIS AGREEMENT is dated for reference April 21st, 2004 and is made under the Land Act.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia

(the “Province”)

AND:

CORPORATION OF THE CITY OF PENTICTON
171 Main St
Penticton, BC V2A 5A9

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“Agreement” means this licence of occupation;

“Commencement Date” means April 21st, 2004;

“disposition” has the meaning given to it in the Land Act and includes a licence of occupation;

“Fees” means the fees set out in Article 3;

“Improvements” means all buildings, structures, equipment, improvements and marine docking, moorage, storage and launching facilities for the accommodation, moorage, storage, launching, maintenance and minor repair of marine vessels (including bulkheads, groins, breakwaters and floating booms) that are made, constructed, erected, placed or installed on the Land at any time during the term of this Agreement, together
with all replacements, alterations, additions, changes, substitutions, improvements or repairs to any of them;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":

District Lot 4048s together with that part of District Lot 4017s, Similkameen Division of Yale District, containing 1.05 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the Highway Act);

"Land Value" means for the first five years of the Term the value for the Land established by us prior to the Commencement Date which value shall thereafter be subject to review by us prior to the sixth anniversary of the Commencement Date and thereafter at five year intervals during the remainder of the Term;

"Moorage Fee Discount" means the following:
NIL

"Non-Moorage Fee Discount" means the following:
NIL

"Potential Gross Income From Moorage" means (amount of lineal footage of moorage space on the Land) x (monthly moorage charge per lineal foot for open moorage space) x (number of months, or portion thereof, operation is open for business);

"Rate"
(a) during the first 15 year period of the Term means 3.5%; and
(b) during the second 15 year period of the Term means 4.0%.

"Ratio" during each year of the Term means the percentage fixed by us in our sole discretion.

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;
“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as “the parties”; and

“you” or “your” refers to the Licensee.

1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act
reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for the purpose of conducting the business of a marina, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement.

2.3 In using the Land as permitted by this Agreement, you will not restrict, or permit the restriction of, the use of any service or facility (set out in section 2.1) to a defined or limited group of persons, it being the intention of the parties that such services and facilities will be available for use by all members of the public.

ARTICLE 3 - FEES

3.1 You will pay to us:

(a) for the first year of the Term Fees of $2,695.00 payable in advance, on the Commencement Date; and

(b) during the balance of the Term the sum of each of the annual Fees determined under sections 3.2 and 3.3 of this Article or $500, whichever is the greater, payable in advance beginning on the first anniversary of the Commencement Date and thereafter on each anniversary of that date.

3.2 The annual Fees payable for moorage and ancillary use shall be an amount equivalent to the product of the Potential Gross Income From Moorage multiplied by the Rate, less the Moorage Fee Discount, if any.

3.3 The annual Fees payable for non-moorage uses shall be an amount equivalent to the product of the Land Value multiplied by the Ratio, less the Non-Moorage Fee Discount, if any.

3.4 You will, in each and every year during the Term within 90 days an anniversary of the Commencement Date deliver to us a Statutory Declaration containing:
(a) the amount of lineal footage of moorage space developed on the Land;
(b) the monthly moorage charge per lineal foot for open moorage space;
(c) the number of months, or portion thereof, the operation is open for business;
(d) the ancillary uses in the operation; and
(e) the amount of business generated during the months of closure.

3.5 In the event you deliver the Statutory Declaration referred to in section 3.4 of this Article to us before the deadline referred to in section 3.4, we will, not later than 15 days before the anniversary of the Commencement Date during each year of the Term, give written notice to you specifying the annual Fees payable under section 3.4 for the immediately succeeding year of the Term.

3.6 If we do not give you notice under section 3.5 of this Article, the annual Fees shall be equal to the annual Fees calculated or in force during the immediately preceding year of the term.

3.7 If you fail to deliver the Statutory Declaration referred in section 3.4 of this Article to us before the deadline referred to in section 3.4 we may:

(a) enter upon the Land and do such things as are necessary to determine the information required in section 3.4 of this Article; and

(b) based on the information determined under subsection (a) above, set the annual Fees, retroactive to the last anniversary date of the Commencement Date.

3.8 The annual Fees specified in a notice given under section 3.5 shall constitute conclusive evidence of the annual Fees payable for the year of the Term specified in the notice.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Fees to us at the address set out in Article 10,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for
use by you or on your behalf or with your permission;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;

(f) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;

(g) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;

(h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the Builders Lien Act;

(i) if any claim of lien over the Land is made under the Builders Lien Act for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
(j) not cut or remove timber on or from the Land without

(i) our prior written consent, and

(ii) being granted the right under the Forest Act to harvest Crown timber on the Land;

(k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the Waste Management Act;

(m) not use construction materials containing toxic substances;

(n) not without prior written consent from us

(i) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;

(o) not alter, repair or add to any Improvement without our prior written consent;

(p) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 6 months after survey instructions are issued by the Surveyor General.

(q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

(r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) your breach, violation or nonperformance of a provision of this Agreement, and

(ii) any personal injury, bodily injury (including death) or property damage occurring on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(s) on the termination of this Agreement,
(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

(ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,

(iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),

(iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

(a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(b) this Agreement is subject to

(i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act, or any extension or renewal of the same, whether or not you have actual notice of them, and

(ii) the exceptions and reservations of interests, rights, privileges and titles referred
to in section 50 of the *Land Act*;

(c) without limiting subsection 4.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

(d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

(e) we may make other dispossession of or over the Land;

(f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;

(g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;

(h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);

(i) you will not dredge or displace beach materials on the Land without our prior written consent;

(j) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
(k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;

(l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(m) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and

(n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of $0.00 which will

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
6.5 You acknowledge that we may, from time to time, notify you to

(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;

(b) on the Commencement Date and immediately upon demand, deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance required to be maintained by you under this Agreement;

(c) ensure that all insurance required to be maintained by you under this Agreement is

(i) placed with insurers licensed in British Columbia,

(ii) primary and does not require the sharing of any loss by any insurer that insures us, and

(iii) endorsed to provide us with 30 days’ advance written notice of cancellation or material change; and

(d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement.
and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

6.8 Despite subsections 6.6(a) to (d) and section 6.7, your obligations under those sections are suspended for so long as we in our sole discretion accept your decision to self insure in respect of the matters covered by those sections.

If we no longer accept your decision to self-insure in respect of the matters covered by subsections 6.6(a) to (d) and section 6.7, we will provide notice to you of our decision and you must, within 30 days of such notice, obtain the insurance described in section 6.6(a).

**ARTICLE 7 - ASSIGNMENT**

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.

7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 1(4) of the Company Act) will be deemed to be a transfer of this Agreement.

7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the Waste Management Act) for the Land or other similar type of investigation of the Land.

**ARTICLE 8 - TERMINATION**

8.1 You agree with us that

(a) if you

   (i) default in the payment of any money payable by you under this Agreement, or

   (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

MARINA & YC LICENCE
and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

c) if you

(i) become insolvent or make an assignment for the general benefit of your creditors,

(ii) commit an act which entitles a person to take action under the Bankruptcy and Insolvency Act (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

d) if you are a corporation,

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

(ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

e) if you are a society, you convert into a company in accordance with the Society Act without our prior written consent;

f) if this Agreement is taken in execution or attachment by any person; or

(g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days’ written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
8.3 You agree with us that

(a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and

(b) our remedies under this Article are in addition to those available to us under the Land Act.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the Commercial Arbitration Act.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

Land and Water British Columbia Inc.
3rd Floor, 145-3rd Ave.
Kamloops, BC V2C 3M1;
to you

CORPORATION OF THE CITY OF PENTICTON
171 Main St
Penticton, BC  V2A 5A9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

**ARTICLE 11 - MISCELLANEOUS**

11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and ensues to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials,
law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.6 You agree with us that

(a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA by
Land and Water British Columbia Inc.,
authorized representative of the
minister responsible for the Land Act

[Signature]
Authorized Signatory of
Land and Water British Columbia Inc.
SIGNÉD on behalf of CORPORATION OF THE CITY OF PENTICTON
by its authorized signatories

Authorized Signatory  

C. David Perry, Mayor

Authorized Signatory  

Leo de Boer, City Clerk

Council Approval
Res. No. 819 1990
Date Aug 3, 1990
LEGAL DESCRIPTION SCHEDULE

District Lot 4048s together with that part of District Lot 4017s, Similkameen Division of Yale District, containing 1.05 hectares, more or less, as shown outlined below.
LEGAL DESCRIPTION SCHEDULE

District Lot 4048s together with that part of District Lot 4017s, Similkameen Division of Yale District, containing 1.05 hectares, more or less, as shown outlined below.
March 4, 2021

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

Dear Council,

RE: Skaha Lake Park East Preliminary Direction

The n syilx speaking peoples also known as the syilx (Okanagan) Nation hold unextinguished aboriginal title to the land and resources within our Ancestral Lands. The Park known as "Skaha Lake Park" is within our Ancestral lands/Okanagan Territory and the Penticton Indian Band's Area of Responsibility (AOR). As such, these lands are subject to Okanagan Title, jurisdiction, Rights, interests, and PIB decision making and responsibility. All proposed activities within the PIB AOR and throughout syilx Territory are taken very seriously and carefully considered by PIB. The province has notice of our Title and Rights.

What is now known as Skaha Lake Park has been an important hunting, gathering and material place for the syilx Nation and the people of snipink'tn for hundreds of generations. Significant past use has been identified and the entire park is part of a previous PIB Timber Reserve. During previous engagement with respect to the marina, PIB expressed concerns regarding any marina expansion. We reaffirm this position, as any expansion has the potential to impact fish and fish habitat. We are glad that the city has heard our concerns and support the current plan which would see the fueling station moved away from the water and the marina repaired with no expansion. We believe both activities will serve to reduce detrimental influences currently impacting our sensitive fish species. PIB is also pleased with the City of Penticton's proposal to incorporate syilx culture into the park. We support the use of signage, kiosks and a syilx Nation themed splash park. PIB also supports the increase in greenspace as part of the park plan. Our staff will work with you to see that these components are developed in an appropriate and meaningful way.

PIB concerns with the proposed park plan are associated with the potential impact resultant from the development of a parking lot and any other activities which require ground disturbance. The entire park area is a known high archeology potential zone, PIB must conduct cultural assessments and/or Archeological Impact Assessments for any ground altering activities within the City of Penticton footprint to protect our irreplaceable cultural heritage. The proposed marina restaurant and other potential business developments represent an opportunity for the City of Penticton and PIB to collaborate to develop opportunities for mutual benefit on syilx Nation ancestral lands. We would like to further discuss this potential including the inclusion of syilx artwork and themes. We would
also like to discuss the potential for contracts associated with the works to be directed to PIB businesses.

Please have your project lead contact me directly at chief@pib.ca or 250-493-0048 to discuss these matters further.

Sincerely,

[Signature]

Chief Greg Gabriel
PENTICTON INDIAN BAND
PRELIMINARY GEOTECHNICAL ASSESSMENT REPORT
SKAHA LAKE DEVELOPMENT LANDS
PENTICTON, BC

Prepared for:

City of Penticton
616 Okanagan Avenue East
Penticton, BC
V2A 3K6

Attention: Mitch Morozuk, P.Eng.
Director of Operations

Prepared by:

Levelton Consultants Ltd.
# 108 – 3677 Highway 97N
Kelowna, BC
V1X 5C3

29 August 2012
File: FV12-0660-04
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**Attachments:**
- Terms of Reference
- Figure 1 – Site Location
- Figure 2 – Development Area
- Figures 3 and 4 – Borehole and SCPT Locations and Elevations
- Figure 5 – Set Forward Line from Toe of Slope
- Figure 6 – Developable Area
- Appendix A: Soil Logs
- Appendix B: SCPT Data
- Appendix C: Laboratory Test Results
EXECUTIVE SUMMARY
PRELIMINARY GEOTECHNICAL ASSESSMENT REPORT
SKAHA LAKE DEVELOPMENT LANDS
PENTICTON, BC

Prepared for:

City of Penticton
616 Okanagan Avenue East
Penticton, BC
V2A 3K6

Attention: Mitch Morozjuk, P.Eng.
Director of Operations

Prepared by:

Levelton Consultants Ltd.
# 108 – 3677 Highway 97N
Kelowna, BC
V1X 5C3

29 August 2012
PRELIMINARY GEOTECHNICAL ASSESSMENT REPORT
SKAHA LAKE DEVELOPMENT LANDS, PENTICTON, BC

Executive Summary

Site Description

- Site location is illustrated on Figure A1. Site is located on the northeast shore of Skaha Lake and is comprised of two areas – “City Lot” (majority of site) and “City Lease Assembly” (located immediately adjacent to lake shore). These two areas are shown on Figure A2. The site encompasses a total area of approximately 3.1 ha.
- Ground surface on the site is relatively flat and located at about El. 339 m.
- Slopes up to about 40 to 50 m in height are located to the east, on the opposite side of South Main Street. Topographic information is shown on Figure A2.
- Water course cuts through eastern portion of site, running generally north to south. Second drainage course running generally east to west located north of parking lot at south end of site.
- Current uses on the site include a park, a marina, parking areas, a boat launch, and a boat storage area.
- Previous uses on the site include marina and boat storage, boat and small engine repair shop, parkland, and single family residential. A roadway traversed the mid portion of the site in an east to west direction in the past.

Levelton Geotechnical Scope of Work

- Review historical aerial photographs
- Review relevant previous geotechnical reports provided by City (none available)
- Review surficial geology map
- Site reconnaissance
- Subsurface exploration (six auger boreholes to depths of 6.1 to 15.2 m below grade, three Dynamic Cone Penetration Tests to depths of 6.1 to 15.2 m below grade, one Seismic Cone Penetration Test sounding to a depth of about 25 m below grade with shear wave velocity measurements at 1 m intervals between 3 and 25 m below grade)
- Laboratory testing (moisture content, grain size distribution, Atterberg Limits testing) of disturbed samples from auger boreholes
- Borehole and SCPT locations are shown on Figures A3 and A4.

Site Soil and Groundwater Conditions

- Surficial geology map indicates site and adjacent lands are underlain by glacial lake sediments.
- Soil conditions encountered at Levelton test holes generally comprised a variable thickness of fill (absent at some of the test holes) underlain by loose to compact sand (absent at some of the test holes) underlain by soft to very soft silt underlain by firm to stiff silt / sandy silt / silty sand.
- At two of the test holes the soft to very soft silt was absent and the soils comprised stiff to very stiff silt.
- The SCPT sounding suggests the soils below about 15 m below grade comprise stiff / compact interlayered silt / sandy silt / silty sand.
- Depth to groundwater at the test holes ranged between 0.9 m and 3 m below existing grade. The depth to groundwater is likely controlled by the lake elevation. Perched groundwater conditions may also develop atop the silt deposit.
Slopes
- A slope inclined at about 1.2H:1V to 1.4 H:1V (Horizontal:Vertical) and up to about 50 m in height is located on the east side of South Main Street.
- Exposed soils along the slope consist of glacial lake silt. Bedrock outcrops are evident at the toe of the slope.
- Indications of slope instability, in the form of shallow slab failure scars, were observed along the slope adjacent to the site.

Geotechnical Suitability of Site For Development
- Majority of site is most suited, from a geotechnical perspective, for construction of one to two storey, relatively lightly loaded commercial or residential buildings.
- Higher buildings may be considered for some areas, but additional site preparation and ground improvement and/or deep foundations may be required.
- Below-grade construction (basements or parking structures) is not recommended due to high groundwater table and potential for flooding.

Geotechnical Constraints
- Based on the available information, geotechnical constraints to development of the site are considered to be:
  - variability in compressibility of the silt deposit
  - shallow groundwater table
  - potential for post-construction settlement due to consolidation of silt
  - low bearing capacity of near-surface silt over most of the site, and
  - the need to avoid development in areas that could be impacted by instability of the slope to the east of the site.

Preliminary Geotechnical Recommendations for Site Development
1. Site Preparation
- Remove vegetation, topsoil and disturbed or softened surficial soils as well as existing foundations, slabs, and pavements to expose inorganic native soil or existing fill.
- Where exposed subgrade consists of existing fill, compact subgrade and proof-roll to identify soft or weak areas.
- Where exposed subgrade consists of soft to very soft silt, over-excavate in building footprints to provide suitable bearing stratum. Over-excavation depth would depend on building loadings, but is generally expected to be on the order of 0.9 m below underside of foundation grade. Over-excavation should extend horizontally beyond building footprints a similar distance.
- Place and compact imported structural fill to establish foundation and slab grades. Structural fill should consist of well-graded granular material such as 75 mm minus pit run sand and gravel with a maximum of 5% fines (material passing the 0.075 mm sieve).
- Where building areas are underlain by soft to very soft silt, preload building areas to consolidate compressible silt prior to building construction. Preload height and duration would be a function of thickness of fill required to establish site grades, building loads, and compressibility of the silt deposit (to be determined by detailed geotechnical investigation once building locations and loadings have been established).
More heavily loaded areas where four to six storey buildings are contemplated may be feasible and would require ground improvement such as preloading, with use of wick drains, or vibro densification and stone columns.

2. **Foundations**
   - Lightly-loaded one to two storey structures could be supported on shallow strip and spread footings following site preparation discussed above.
   - For heavily loaded buildings (more than two storeys up to six storeys), deep foundations (bored piles) should be considered. Depending on loading, piles could consist of friction piles or end-bearing piles driven to refusal in hard / dense soils more than 25 m below grade. Heavily loaded buildings up to 6 storeys may be feasible and could potentially be founded on a raft slab foundation system after ground improvement consisting of preloading and/or column installation and vibro densification.

3. **Seismic Considerations**
   - Peak Ground Acceleration (PGA) for the site is 0.139g.
   - Based on the available information, site soils are such that Site Class “D” or “E” parameters would likely be appropriate to assess seismic site response.
   - Based on the available information, site soils are not considered to be subject to liquefaction during a design ground motion seismic event; however, some strain softening of the soft silt deposit may occur.

4. **Slope Stability Considerations**
   - The site is in a high hazard zone identified by the City.
   - Historical, relatively large scale landslides are known to have occurred in the area such as on the east side of Lakeside Road (about 1 km south of the site). Similar deep-seated slides have also occurred to the north, on the east side of South Main Street.
   - The silt soils are also susceptible to piping and caving, particularly if excess water is introduced into them.
   - Based on visual review of the site and adjacent areas and review of historical aerial photographs, developments on the site should be set forward from the toe of the slope east of South Main Street to address potential instability of this slope. The set forward line should be established by projecting a 2H:1V line down from the top of the slope. The set forward line is shown on Figure A5. This would preclude development on the eastern fringe of the site, adjacent to South Main Street.
   - Presence of bedrock at the toe of the slope would limit likelihood of a deep-seated landslide such as has occurred south of the site. Silt falls can be damaging in that blocks of silt can remain intact in the process of tumbling off the slope, and the silt blocks possess enough cohesion that impact could damage structures.
   - The portion of the site considered to be suitable for development is shown on Figure A6.
   - The potential for submarine landslides to impact lakeshore development will need to be assessed further based on more detailed information on the proposed development and additional analysis.
Further Geotechnical Assessment

- Levelton report is preliminary only.
- Project or development-specific geotechnical investigation and assessment is required for future developments.
- Detailed geotechnical assessment should address:
  - extent and compressibility of silt deposit;
  - site preparation requirements, including over-excavation and preloading requirements;
  - Site Class;
  - foundation design and settlement, based on foundation dimensions, building loading and site grading;
  - retaining wall design; and
  - other project specific details
- Project-specific geotechnical reports will also likely be required by the City in support of building permit applications.
1. INTRODUCTION

As requested, Levelton Consultants Ltd. (Levelton) has prepared this preliminary geotechnical assessment report for the Skaha Lake Development Lands located in Penticton, BC. The location of the site is illustrated on the attached Figure 1. Our geotechnical scope of work for this project is outlined in our proposal PR12-0294-00 dated 24 February 2012. The completed contract and authorization to proceed with the work was received from The City of Penticton (the Client) on April 16, 2012. Our geotechnical scope of work did not include assessment of the site soil or groundwater with respect to environmental considerations. Levelton was also retained by the Client to prepare environmental reports for the site, which are provided under separate cover.

The purpose of the preliminary geotechnical assessment was to assemble and review relevant background information for the site and establish the surface and subsurface geotechnical soil and groundwater conditions at the site. This involved visually reviewing the site (in particular existing slopes on and adjacent to the site) and advancing test hole explorations in order to provide general discussion on geotechnical constraints and considerations for future developments. Preliminary geotechnical commentary and recommendations with respect to methods / options to address the various constraints identified are also provided in this report. Specifically, this report includes preliminary commentary and recommendations with respect to the following:

- Subgrade preparation in foundation, slab and pavement areas, including anticipated stripping depths and ground improvement (vibro-densification, stone columns, Rapid Impact Compaction (RIC)) requirements to address static and dynamic loading;
- Temporary construction dewatering;
- Engineered fill materials and compaction requirements, including our opinion as to the suitability of the site soils for re-use as engineered fill;
- Foundation types, including the feasibility of supporting buildings on shallow foundations (strip and pads) when considering lightly, moderately and heavily loaded building options;
- Preliminary discussion on pile foundation options, including lengths;
- Typical asphalt pavement structure for light and heavy duty traffic (commercial and passenger vehicles);
- Site Class;
- Potential for off-site impacts of site preparation and construction; and
- Comments on slope stability and other geohazards noted at the site, as well as discussion on recommended building set backs from the toe of the slopes.

It is understood that this report may be provided to potential developers of the site.

2. SITE DESCRIPTION AND ANTICIPATED DEVELOPMENT

The subject site is located on the northeast shore of Skaha Lake in Penticton, BC. The site location is shown on the attached Figure 1. The site is comprised of two areas – the “City Lot”, which is the majority of the site, and the “City Lease Assembly”, which is a small area located immediately adjacent to the lake shore. The locations of the two areas are shown on the attached Figure 2. Current uses on the site include a park, marina, parking areas, a boat launch, and a boat storage area. The site encompasses a total area of approximately 3.1 ha. The ground surface on the site is relatively flat and located at about Elevation 339 m. Significant
slopes up to about 40 to 50 m in height are located to the east of the site, on the opposite side of South Main Street. Topographical information is provided on Figure 2.

We understand that it is expected that the site would undergo future commercial development consistent with a destination waterfront and marina use.

3. INFORMATION REVIEW

The following information was reviewed for the preparation of this report:


Levelton requested that the Client provide copies of any relevant geotechnical reports for the site or the immediate area that they may have on file for our review. The Client was unable to provide any relevant previous geotechnical reports to us.

Aerial Photograph Review

Aerial photographs of the site and surrounding area covering the period from 1938 to 2004 were reviewed. A summary of the observations made from the aerial photographs is provided below.

<table>
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<tr>
<th>Year</th>
<th>Photo Number</th>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1938</td>
<td>BC 104, #14, 15</td>
<td>City Lots</td>
<td>Undeveloped / Vegetated</td>
</tr>
<tr>
<td></td>
<td>Lease</td>
<td></td>
<td>Undeveloped / Vegetated</td>
</tr>
<tr>
<td>1949</td>
<td>BC 741, #64, 65</td>
<td>City Lots</td>
<td>Road runs through the lots, site still undeveloped.</td>
</tr>
<tr>
<td></td>
<td>Lease</td>
<td></td>
<td>Undeveloped / Vegetated</td>
</tr>
<tr>
<td>1950</td>
<td>BC 1113, #28</td>
<td>City Lots</td>
<td>Similar to 1949. House shown on Southern side of lots.</td>
</tr>
<tr>
<td></td>
<td>Lease</td>
<td></td>
<td>Undeveloped / Vegetated</td>
</tr>
<tr>
<td>1959</td>
<td>A16664, #9, 10</td>
<td>City Lots</td>
<td>Development to South side (houses).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Slope on East side across South Main St exposed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Forested</td>
</tr>
<tr>
<td></td>
<td>Lease</td>
<td></td>
<td>Undeveloped / Vegetated</td>
</tr>
<tr>
<td>1963</td>
<td>BC 417, #97, 98</td>
<td>City Lots</td>
<td>Shoreline developed, used for mooring of boats.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NE portion has a large field which has been cleared.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NW portion has a few dwellings established.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Existing road through lots no longer primary road, new road to the North side of the lots.</td>
</tr>
<tr>
<td></td>
<td>Lease</td>
<td></td>
<td>Undeveloped</td>
</tr>
<tr>
<td>1969</td>
<td>BC 5329, #185, 186</td>
<td>City Lots</td>
<td>South end has been cleared.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NW has buildings and has been fully cleared of trees.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Small access road through the lots from the middle to the</td>
</tr>
<tr>
<td>Year</td>
<td>Code</td>
<td>City Lots</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
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<td>--------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1974</td>
<td>BC 7571, #38, 39</td>
<td>City Lots</td>
<td>Small drainage channel evident through lots from North side and behind lease space into the lake. Northern side has been turned into a park like setting. Parking has been added on West side near the lake. Small access road behind building on NW corner. Small building on West side near lake. No water park yet.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>Undeveloped, but cleared.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>Yamaha building on site and shoreline developed with sheet pile wall. Parking area in place.</td>
</tr>
<tr>
<td>1977</td>
<td>BCC 166, #40, 41</td>
<td>City Lots</td>
<td>Large parking lot built at South end of site. Small ditch evident just on North side of parking lot. Northern half has full park like setting with grass and trees small round-about with parking built on NW side.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>Similar to 1974, just more construction evident.</td>
</tr>
<tr>
<td>1985</td>
<td>BCC 371, #118, 119</td>
<td>City Lots</td>
<td>Similar to 1977, but site is grassed with some trees, except on lease land. Small building built on North end of lots near round-about.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>Same as 1977, building is bigger. Building appears on East side of site.</td>
</tr>
<tr>
<td>1992</td>
<td>BCC92085, #26, 27</td>
<td>City Lots</td>
<td>Generally the same as 1985. Paved parking lots &amp; access roads. Small building at top of round-about.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>Building is consistent with present condition. Parking lot is paved. More houses to East of site.</td>
</tr>
<tr>
<td>1996</td>
<td>BCC96044, #188, 189</td>
<td>City Lots</td>
<td>Large circular water park on North end.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>No changes.</td>
</tr>
<tr>
<td>2004</td>
<td>15BCC04037, #190, 191</td>
<td>City Lots</td>
<td>Generally the same as 1996, but more walking trails throughout.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lease</td>
<td>No changes.</td>
</tr>
</tbody>
</table>

**Surficial Geology Mapping**

The surficial geology map covering Penticton prepared by Nasmith indicates the site and adjacent land is underlain by glacial lake sediments. Based on our observations, the predominant native soil deposits on the subject site are glacial lake sediments.
4. EXPLORATIONS & LABORATORY TESTING

On 17 May 2012, Geotechnical Engineers from Levelton conducted a visual reconnaissance of the site to review existing site conditions and slopes on and adjacent to the site. Slopes were reviewed for indications of existing or previous instability, vegetation cover, soil exposures, and indications of groundwater seepage or surface erosion. Discussion of observations made during the site reconnaissance is provided in Section 5.1 of this report.

The subsurface exploration conducted at the site by Levelton consisted of the following:

- Six boreholes (AH12-08 to AH12-13) advanced to depths of about 6.1 to 15.2 m below existing grades using a drill rig equipped with solid-stem continuous flight augers on 14 and 15 May 2012;

- Dynamic Cone Penetration Tests (DCPT) to depths of about 6.1 to 15.2 m below grade at three of the boreholes (AH12-11, AH12-12 and AH12-13). The DCPT is widely used by local geotechnical practitioners and involves advancing a cone with the same diameter as a Standard Penetration Test (SPT) split barrel sampler into the ground using an automatic trip hammer with a weight of 63 kg and a free-fall drop of 750 mm (the same driving energy used for the SPT). The number of blows required for each 305 mm interval of depth of advancement of the cone is recorded. The DCPT blow counts provide an indication of the consistency/relatively density of the soils, and there are local empirical correlations of the DCPT blow counts to SPT "N" values for granular soils. While the DCPT N-values data tend to provide a general 1:1 correlation with SPT N-values to a depth of about 12 m, it is not an ASTM recognized procedure, nor is it universally accepted as a reliable alternative to SPT testing.

- On 13 May 2012, one Seismic Cone Penetration Test (SCPT12-02) sounding to a depth of about 25 m below grade, where penetration refusal was encountered. The SCPT provides continuous and reliable data on the soils encountered and is the premier soil logging tool for the evaluation of geotechnical soil properties and equilibrium groundwater pressures. The seismic cone combines the logging capabilities of the Cone Penetration Test with the seismic down-hole method to determine interval shear wave velocities. Shear wave velocities were recorded at 1 m intervals between about 3 and 25 m below grade. The upper approximately 3 m of the soil column was drilled out prior to advancing the SCPT sounding.

The soil and groundwater conditions encountered at the boreholes were logged in the field by a member of our geotechnical staff. Disturbed soil samples were collected from the auger flights for visual classification and laboratory testing purposes. All of the samples were submitted for moisture content testing. Additional testing on samples collected from the auger flights is outlined on the following page in Table 1.
Table 1: Laboratory Testing

<table>
<thead>
<tr>
<th>Borehole</th>
<th>Sample Depth (m below grade)</th>
<th>Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>AH12-08</td>
<td>2.4</td>
<td>Grain Size Distribution</td>
</tr>
<tr>
<td>AH12-08</td>
<td>10.2</td>
<td>Grain Size Distribution</td>
</tr>
<tr>
<td>AH12-09</td>
<td>2.4</td>
<td>Atterberg Limits</td>
</tr>
<tr>
<td>AH12-11</td>
<td>1.5</td>
<td>Grain Size Distribution</td>
</tr>
<tr>
<td>AH12-12</td>
<td>1.8</td>
<td>Grain Size Distribution</td>
</tr>
<tr>
<td>AH12-12</td>
<td>3.6</td>
<td>Atterberg Limits</td>
</tr>
<tr>
<td>AH12-12</td>
<td>6</td>
<td>Grain Size Distribution</td>
</tr>
<tr>
<td>AH12-12</td>
<td>8.7</td>
<td>Atterberg Limits</td>
</tr>
<tr>
<td>AH12-13</td>
<td>5.1</td>
<td>Atterberg Limits</td>
</tr>
<tr>
<td>AH12-13</td>
<td>9.6</td>
<td>Grain Size Distribution</td>
</tr>
</tbody>
</table>

The locations and collar elevations of the boreholes and SCPT sounding, as determined by McElhanney Consulting Services Ltd are shown on Figures 3 and 4. Detailed description of the soil and groundwater conditions at the boreholes is provided on the soil logs in Appendix A. The soil logs also graphically illustrate the moisture content of the samples collected from the boreholes, the plastic and liquid limits for samples submitted for Atterberg Limits testing, and the recorded DCPT blow counts. The SCPT data is provided in Appendix B. The results of the grain size distribution analyses and Atterberg Limits testing conducted on selected soil samples are provided in Appendix C. A summary description of the conditions encountered at the subsurface explorations is provided in Section 5.2 of this report.

5. SITE CONDITIONS

5.1 SURFACE CONDITIONS

The subject site is relatively flat and covered with an asphalt parking area, grass, and occasional trees and is located at about Elevation 339 m. A water course cuts through the eastern portion of the site in a generally north to south direction. A second drainage course running generally east to west is located to the north of the parking lot at the south end of the site.

A steep slope is located on the east side of South Main Street. The slope is inclined at about 1.2H:1V to 1.4H:1V (Horizontal:Vertical) from the horizontal and slopes upward for a height of about 50 m, to about Elevation 390 m at the location of single-family residences located adjacent to Spruce Place. Exposed soils along the slope consist of glacial lake silt. Bedrock outcrops were evident at the toe of the slope at a number of locations. Instability was observed along the slope adjacent to the subject site, as evidenced by the scars of shallow slab failures in the silt.

5.2 SOIL CONDITIONS

The soil conditions encountered at the boreholes generally comprised a surface layer of topsoil and/or fill. The topsoil layer was generally about 0.3 to 0.6 m thick. The fill, which varied from compact to dense sand and gravel to loose sandy silt, extended to depths ranging between about 0.6 m below grade at AH12-09 to about 2.3 m below grade at AH12-13. No fill was encountered at AH12-10.

A deposit of sand was encountered below the fill at AH12-08 and AH12-13, extending to depths of about 3 and 2.3 m below grade, respectively. The sand at AH12-08 was judged to be
compact, based on drilling effort. At AH12-13, the DCPT blow counts indicate that the sand deposit was loose.

With the exception of AH12-10 and AH12-11, the soil below the sand (or below the fill where the sand deposit was not encountered) consisted of soft to very soft silt with trace to some sand or sandy silt, both with occasional sand layers. The moisture content of samples of the silt / sandy silt ranged between about 21 and 49 percent. The Atterberg Limits testing indicates that the moisture content of the silt / sandy silt is generally greater than the soil's liquid limit, indicating that the deposit is highly compressible under introduced loads. Borehole AH12-09 was terminated in the silt / sandy silt at a depth of about 6.1 m below grade. At the other boreholes, the silt / sandy silt extended to depths of about to 9 to 12 m below grade.

At AH12-08, the soil below the soft to very soft silt / sandy silt consisted of silty fine-grained sand, judged to be stiff based on drilling effort. This deposit extended to the bottom of the borehole at a depth of about 15.2 m below grade. At AH12-12 and AH12-13, the soil below the soft to very soft silt / sandy silt consisted of sandy silt. This deposit was judged to be firm to stiff based on the DCPTs conducted at these two boreholes. Boreholes AH12-12 and AH12-13 were terminated in the sandy silt at depths of 15.2 and 10 m below grade, respectively.

Borehole AH12-10 encountered very stiff silt with trace sand immediately below the surface topsoil layer. The moisture content of samples of the silt generally ranged between about 19 and 28 percent. One sample had a moisture content of about 59 percent; however, this sample was collected from a layer noted to contain some organics, which would account for the higher moisture content relative to the other samples. The very stiff silt deposit extended to the bottom of the borehole at a depth of about 10 m below grade.

Borehole AH12-11 encountered a deposit of silt below the surface fill layers. The moisture content of samples of the silt ranged between about 21 and 31 percent. Based on the DCPT conducted at this borehole, the silt deposit was judged to be stiff to very stiff. The borehole was terminated in the silt at a depth of about 6.1 m below grade.

The SCPT data suggests that the deposits encountered at the boreholes are underlain by interlayered silt / sandy silt / silty sand. Interpreted N1(60) values for these deposits generally ranged between 12 and 22, indicating generally stiff / compact conditions. Shear wave velocities recorded at the SCPT were generally between about 200 and 250 m/s between 5 and 25 m below grade. The SCPT encountered penetration refusal at a depth of about 25 m below grade, indicating a dense / hard layer at this depth.

5.3 GROUNDWATER CONDITIONS

Groundwater seepage was encountered at all of the boreholes during the time they remained open at the following depths:

- AH12-08 – 1.7 m below grade
- AH12-09 – 1.2 m below grade
- AH12-10 – 2.4 m below grade
- AH12-11 – 3 m below grade
- AH12-12 – 0.9 m below grade
- AH12-13 – 1.2 m below grade

The depth to groundwater at the site is likely controlled by the elevation of the adjacent lake. Perched groundwater conditions may also develop atop the silt deposit.
6. DISCUSSION & RECOMMENDATIONS

6.1 GENERAL

The subsurface explorations at the site indicate that, in general, the site is underlain by a variable thickness of fill (absent in some locations) overlying a deposit of sand (absent in some locations) overlying a deposit of soft to very soft silt extending to depths of about 9 to 12 m below grade. The silt deposit is judged to be highly compressible under introduced loads. The soil below the soft to very soft silt generally comprises firm to stiff silt/sandy silt/silty sand. However, two of the boreholes (AH12-10 and AH12-11) encountered somewhat “better” soil conditions in that the silt deposit was generally stiff to very stiff to the depth to which these boreholes extended. This variability in the soil conditions at the site would require more detailed assessment in order to determine appropriate site preparation requirements and geotechnical foundation design parameters.

Based on the available geotechnical information for the site, it is our opinion that the majority of the site is most suited, from a geotechnical perspective, for the construction of one to two storey, relatively lightly-loaded commercial or residential buildings. Below-grade construction would generally not be recommended, owing to the relatively high groundwater table at the site and the potential for flooding due to a rise in the elevation of the lake. While heavier loaded structures such as four to six storey buildings could be considered, it is our opinion that deep foundations such as piles would likely be necessary to support such buildings where they are underlain by the soft to very soft, compressible silt deposit. Given that such buildings would need to have a relatively small footprint owing to the size of the site and the need for associated at-grade parking, and the fact that the deep foundations would likely need to extend to a considerable depth, it is expected that deep foundations may not be economically viable. Alternatively, four to six storey buildings could potentially be developed following ground improvement such as preloading. Preloading would likely require the use of wick drains or stone columns to facilitate drainage and consolidation of the site soils. However, as discussed above the soils in the area of AH12-10 and AH12-11 are considered to be much less compressible, and shallow foundations for more heavily loaded buildings in these areas may be feasible.

Based on the available information, the primary geotechnical constraints for development of the site are considered to be:

- the variability in the compressibility of the silt deposit;
- the shallow groundwater table;
- the potential for post-construction settlement due to consolidation of the silt deposit;
- the relatively low bearing capacity of the near-surface silt deposit over most of the site;
- the need to avoid development in areas that could be impacted by instability of the slope to the east of the site.

The following sections of this report provide preliminary geotechnical engineering commentary and recommendations regarding preparation of the site and the construction of lightly-loaded commercial/residential buildings and associated on-site pavements.

The findings and recommendations/opinions provided in this report are for preliminary planning purposes only and are intended to draw attention to geotechnical issues that would need to be addressed for detailed design of specific projects at the site. Levelton recommends that site or project-specific geotechnical assessments be conducted for future developments at the site, once the nature of such developments has been established. The project-specific geotechnical reports would confirm the stripping and subgrade preparation requirements, foundation bearing resistances, Site Class for seismic design, and other project specific details.
To limit the potential for slope instability impacting development on the site we recommend that development be beyond a set forward line established by projecting a 2H:1V (Horizontal:Vertical) line down from the top of the slope to the east of the site. Figure 6 shows the developable area of the site when considering the set forward line. Further discussion with respect to slope stability is provided in Section 6.7 of this report.

6.2 SUBGRADE PREPARATION AND GROUND IMPROVEMENT

Site preparation in areas of on-site buildings and pavements should generally include removal of vegetation, topsoil, as well as any disturbed or softened surficial soils. Existing foundations, slabs, pavements, etc. should also be removed as part of the site preparation. Stripping and excavation should be conducted to expose inorganic native soil or existing fill. Based on the boreholes, stripping depths to remove the unsuitable surficial soils are expected to be variable, but generally on the order of 0.3 to 0.6 m. Greater stripping and excavation depths to remove the unsuitable surficial deposits may be required in some areas.

At this stage, we anticipate that the existing fill encountered at the boreholes could remain in place where grades permit. Where the exposed subgrade consists of existing granular fill or granular native soil, it should be surgically compacted with vibratory equipment. Exposed subgrades should be proof-rolled under the review of a Geotechnical Engineer. Areas that exhibit excessive deflection or rutting should be sub-excavated as directed by the Geotechnical Engineer and grade reinstated with structural fill.

Where the subgrade consists of soft to very soft silt, over-excavation to allow for the placement of structural fill to provide a suitable bearing stratum for shallow foundations is considered necessary. The extent of over-excavation would in part depend on the building loading, but it is expected that it would generally be on the order of 0.9 m below the foundation elevation. The excavation for placement of structural fill should extend beyond the footprint of the building a similar distance.

Once the site has been brought to the required grade with structural fill, where building areas are underlain by soft to very soft compressible silt preloading of the building area should be conducted. Preloading is generally not expected to be necessary where building areas are underlain by stiff to very stiff silt, assuming nominal increases to site grade are required in these areas and building loads are consistent with one to two storey, lightly loaded commercial / residential buildings. The compressibility of the silt should be determined by detailed geotechnical investigation once building locations and loads have been established.

The preloading recommendations provided herein are intended to reduce total post-construction settlement of the buildings. The preload design should be finalized during detailed design, once the grading plan has been completed and building loads are known.

Any existing subsurface utilities in the vicinity of the preload must be considered prior to placing any surcharge materials. Construction of new underground services should be conducted after preloading the building areas, where required.

The surcharge fill (material to be removed after preloading) does not require compaction during placement. The required height of the surcharge fill will be a function of the thickness of fill placed to achieve the final site grades and the building loads. If buildings are supported on piles, preloading of the building areas and surrounding areas (but to a lesser height than if the building is founded on shallow foundation) would still be recommended to limit differential settlement between the pile supported building and grade supported slab and facilities surrounding the building. Where required, the surcharge fill could be retained with temporary Lock Block retaining walls.
Depending on the required height of the surcharge, it may need to be placed in a series of stages, with dormant periods between stages, to limit the potential for a soil bearing failure.

The position of the preload should be surveyed immediately following placement and a plan prepared illustrating the position of the preload relative to the proposed building footprints and exterior paved areas to confirm the proper area is being surcharged.

Preload settlements should be monitored with settlement gauges, the elevations of which are surveyed on a scheduled basis. The settlement monitoring plates with risers should be placed at the surface of the prepared subgrade, prior to placement of the surcharge fill. The risers should be brightly flagged, to avoid impact by construction equipment.

The preload monitoring data should be provided to the Geotechnical Engineer after each series of settlement readings to evaluate the settlement progress, calibrate projections for ongoing settlement, and to assess when the surcharge fill can be removed. A reduction in the required preload period may be achieved by the installation of wick drains to enhance drainage from the compressible silt.

The surface of the site should be re-graded and surface compacted once the surcharge fill is removed. This may require the placement of additional structural fill in certain areas to account for the settlements induced by the surcharge.

Consideration could be given to the use of light weight fill (LWF) for the development of interior building grades, should fill be required to achieve the required slab elevation, or the building slab be elevated to accommodate loading docks. This is recommended to minimize the potential for long-term differential settlement between the building and the loading docks.

As a preliminary guideline site preparation by means of vibro-densification, Rapid Impact Compaction, or stone column installation would generally not be considered to be necessary or appropriate for the site conditions.

6.3 TEMPORARY CONSTRUCTION DEWATERING

Based on the boreholes, groundwater seepage into excavations is expected below a depth of about 1 to 1.5 m below existing grade. The depth at which groundwater seepage may be encountered would likely be a reflection of the level of the lake. The depth to groundwater likely increases the further away the excavation is from the lake. The depth to groundwater likely also fluctuates on a seasonal basis.

It is anticipated that specialized temporary excavation dewatering methods such as vacuum well points would be required for excavations greater about 1 m below grade. Temporary excavation dewatering for an extended period of time could impact adjacent structures, utilities or pavements due to drawdown of the groundwater table. Monitoring of such facilities during dewatering would be recommended.

6.4 STRUCTURAL FILL

Structural fill is defined in this report as any fill required to achieve the required grades below foundations, interior and exterior slabs, pavements, roadways, or other settlement sensitive features.

We recommend that structural fill consist of well-graded granular material such as 75 mm minus pit run sand and gravel with a maximum 5 percent fines (material passing the 0.075 mm sieve) by weight, or an equivalent material approved by a Geotechnical Engineer. It is anticipated that
the surficial sand / sand and gravel / gravelly sand fill encountered at some of the boreholes may be suitable for use as structural fill, provided it is free of organic material, is not mixed with the underlying native silt or fine-grained fill, and is at a suitable moisture content for compaction at the time of placement. It is our opinion that the native soils and the existing fine-grained fill encountered at the boreholes would not be suitable for use as structural fill, owing to their moisture sensitivity and variability. These soils could be used as general site grading fill outside of settlement sensitive areas.

Structural fill should be placed in loose lifts not exceeding 300 mm in thickness and should be compacted to not less than 100 percent of its Standard Proctor Maximum Dry Density (SPMDD), as confirmed by in-place soil density testing. General site grading fill outside of settlement sensitive areas should be compacted to not less than 95 percent of the material’s SPMDD to limit post-construction settlement of the fill.

Structural fill should extend out from all load bearing areas, such as footings, slabs, etc. a horizontal distance at least equal to the thickness of structural fill placed below the bearing areas. Fill side slopes should not be steeper than 2H:1V (Horizontal:Vertical) and should be protected from erosion by surface water runoff with suitable plantings, erosion control mats, or hydro-seeding immediately after the fill has been placed and compacted.

6.5 FOUNDATIONS

It is our opinion that, following the site preparation discussed above, lightly-loaded one to two storey structures could be supported on shallow strip and spread footings constructed on the native stiff to very stiff silt, compacted structural fill (placed over the soft to very soft silt subgrade following excavation to the required depth below foundations), or on the native near-surface sand deposit (where encountered). As a preliminary guideline, shallow foundations could be designed based on a serviceability limit state (SLS) soil bearing resistance of 75 kPa and a factored ultimate limit state (ULS) soil bearing resistance of 115 kPa. These bearing resistances assume that the foundations have minimum dimensions of 450 mm and 1 m for continuous and spread footings, respectively.

The underside of foundations should be located at least 600 mm below finished interior and exterior grade for frost protection and confinement purposes. In addition, the underside of foundations should be located below a 2H:1V influence line taken up from the base of adjacent deeper excavations for other footings, underground services, etc.. Footings should be stepped at no steeper than 2H:1V.

For more heavily loaded buildings, deep foundations (piles) should be considered. Depending on the loading required, piles could consist of friction piles deriving resistance from skin friction along the pile length, or end-bearing piles driven to refusal in the hard / dense soils at depth. Based on the SCPT data, end-bearing piles would likely extend to depths more than 25 m below grade. Bored piles could be considered to reduce vibrations. Alternatively shallow foundations or a raft slab foundation system may be feasible for more heavily loaded four to six storey type buildings following ground improvement such as preloading and/or vibrodensification and stone column placement.
6.6 Seismic Considerations

The seismic commentary provided herein is considered preliminary and is based on the 2006 BC Building Code (2006 BCBC) design basis earthquake. This earthquake has a return period of 2475 years (2% probability of exceedance over the next 50 years).

The Peak Ground Acceleration (PGA) for the site, based on information obtained from Natural Resources Canada for the design basis earthquake, is 0.139g.

The subsurface explorations suggest that the site is underlain by a surface layer of fill / topsoil / sand underlain by soft to stiff silt, which is further underlain by hard / dense soils at a depth of about 25 m below grade. Based on the available geotechnical information, it is our opinion that the site soils are such that Site Class “D” or “E” parameters would likely be appropriate to assess the seismic site response, in accordance with the 2006 British Columbia Building Code Division B Part 4 Section 4.1.8.4. Site Class E conditions require that shallow foundations be structurally connected in not less than two directions.

Based on the available geotechnical information, it is our opinion that the site soils would not be subject to liquefaction during a design basis earthquake; however, some strain softening of the soft silt deposit may occur during a design basis seismic event.

6.7 Slope Stability

The site is part of a high hazard zone identified by the City of Penticton (soil stability Map 1971). Historical, relatively large scale landslides are known to have occurred in the area, such as on the east side of Lakeside Road, a kilometre or so to the south of the subject site. Similar deep-seated slides have also occurred to the north, on the east side of South Main Street. In addition, other landslides have been documented in the area (“Geological Hazards and Urban Development of Silt Deposits in the Penticton Area” by Nyland and Miller, 1977). The silt soils are also susceptible to piping and caving, particularly if excess water is introduced into them.

Based on our review of the conditions on and adjacent to the site, including review of historical aerial photographs of the site and surrounding area, it is our opinion that developments should be set forward from the toe of the slope east of South Main Street to address potential instability of this slope. The set forward line should be established by projecting a 2H:1V line down from the top of the slope. Figure 5 attached to this report shows the set forward line based on this projection. It is our opinion that there should be no development east of the set forward line (that is, between the set forward line and the toe of the slope). This would preclude development on the eastern fringe of the site, adjacent to South Main Street. The horizontal distance between the set forward line and the toe of the slope is indicated at several points on Figure 5, and ranges between about 30 and 48 m. The area judged to be suitable for development when considering slope stability concerns is shown on Figure 6.

The recommended set forward line is based on the assumption that landsliding would be in the form of silt falls. Due to the presence of bedrock at the toe of the slope, a deep-seated landslide such as has occurred south of the site is not anticipated. Silt falls can, however, be damaging in so far as blocks of silt can remain intact in the process of tumbling off the slope. This is observed in actual silt falls from the bluffs at other locations. The silt blocks possess enough cohesion to cause impact that can damage structures. The finer silt dust accompanying the slides is more of a nuisance, requiring only clean up.

Lakeshore development must also consider the potential for submarine slope failure. Submarine slope failures can occur along relatively gentle slopes, particularly where soil conditions consist of fine grained, cohesionless or low cohesion sediments. The slope failure can be initiated by an
increase in site loading, seismic loading or vibrations due to piling, vibrodensification, etc. Numerous landslides into lakes from lakeshore developments have been documented in Switzerland (reference A.Heim, Bergsturz, und Menschenleben, 1932, translation by N. Skermer, Bi-tech publishers, Richmond, BC, 1989). Slides into fjords in BC (marine saltwater sediments, not freshwater lakes) have occurred in Kitimat and in Howe sound. Any proposed development should include additional investigation and assessment of the potential for submarine slope instability to impact the proposed development under static and seismic loading conditions.

6.8 **ON-SITE PAVEMENT**

As a preliminary guideline, we suggest that the following pavement structure would be suitable for on-site parking areas and driveways:

- 75 mm of asphalt, underlain by
- 100 mm of 19 mm minus crushed gravel base course, underlain by
- 300 mm of 75 mm minus pit run sand and gravel sub-base course, underlain by
- Competent subgrade.

Depending on loading and traffic patterns, a greater thickness of asphalt (100 mm) and base course (150 mm) may be required in areas subjected to frequent heavy truck loads.

The sub-base and base courses should be compacted to not less than 95 percent of their Modified Proctor Maximum Dry Density (MPMDD).

6.9 **OFF-SITE IMPACTS OF DEVELOPMENT**

Developments on the site may impact adjacent properties. Generally, the potential impacts could arise as a result of:

- Temporary excavation dewatering resulting in a draw-down of the groundwater table around the excavation. Draw-down of the groundwater table could result in settlement of adjacent buildings, pavements or underground services, particularly if the dewatering system remains in operation for an extended period.
- Vibrations induced by pile driving, RIC, or vibro-densification / stone column installation. Vibrations monitoring during these works should be conducted to confirm that potential damaging vibrations are not developed. Generally, modifications to the ground improvement procedure can be implemented as the work proceeds if it becomes apparent that the work is resulting in potentially damaging vibrations. It should be noted that vibration levels that can be felt by people are usually well below the threshold for structural damage to buildings or utilities.
- Settlement of surrounding grade-supported buildings, pavements or utilities resulting from preloading on the site. This can be dealt with by locating developments requiring preloading a sufficient horizontal distance away from existing settlement-sensitive features such that preloading does not impact the adjacent existing features. The horizontal distance over which preloading could impact adjacent existing facilities would depend on the height of the preload and the compressibility of the soils.
6.10 FURTHER GEOTECHNICAL ASSESSMENT

The commentary and recommendations provided in this report should be considered as preliminary only. Project or development-specific geotechnical investigation and assessment will be required for future developments at the site, in order to provide detailed geotechnical recommendations. The detailed geotechnical assessments should address and confirm the following items, as required for the specific development:

- Site preparation;
- Slope stability including the potential for submarine landslides to impact lakshore development;
- Site grading;
- Site Class;
- Foundation design and settlements, based on foundation dimensions, building loading, and site grading;
- Retaining wall design; and
- Other project specific details.

Project-specific geotechnical reports will also likely be required by the City of Penticton in support of building permit applications.

7. LIMITATIONS & CLOSURE

This preliminary geotechnical assessment report has been prepared by Levelton Consultants Ltd. exclusively for The City of Penticton and their appointed agents. The information contained in this preliminary report reflects our judgment in light of the information provided to us at the time that it was prepared.

Any use of this report by third parties, or any reliance on or decisions made based on it, are the responsibility of such third parties. Levelton does not accept responsibility for damages suffered, if any, by a third party as a result of their use of this report.

The soil logs attached to this report provide description of the soil and groundwater conditions encountered at discrete test hole locations. Soil conditions remote from the test hole locations may vary across the site. Contractors should make their own interpretation of the soil logs and the site conditions for the purposes of bidding and performing work at the site.

The attached Terms of Reference are an integral part of this geotechnical report.

We trust this information meets your immediate requirements. If you have any questions or require further information, please contact the undersigned.
LEVELTON CONSULTANTS LTD.

ORIGINAL SIGNED BY:

Per: Paul R. Ell, P.Eng
Senior Geotechnical Engineer

ORIGINAL SIGNED BY:

Per: Michael Gutwein, P.Eng
Senior Geotechnical Engineer

ORIGINAL SIGNED BY:

Slope Stability Reviewed by:

Per:
Nigel Skermer, MSc, P.Eng FEC
Consulting Engineer - Geotechnics
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Version 5 - March 09, 2007  Page 2 of 2
APPENDIX A
Soil Logs
<table>
<thead>
<tr>
<th>Depth (m)</th>
<th>Description</th>
<th>C</th>
<th>N</th>
<th>Type</th>
<th>Water Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Compact dark brown sandy SILT TOPSOIL, moist.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Compact brown fine SAND FILL, some silt, trace black organic and rust colour seams, dry.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Compact brown medium-coarse SAND, trace silt, trace rust colour, dry. Moist from 5 ft. grey from 6 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Compact grey SAND, some silt, trace gravel, wet. Trace wood at 8 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Very soft, grey SILT, wet. Trace fine sand and shells to 12 ft, sandy layer at 21 ft, trace fine sand from 24 to 26 ft, trace sand from 30 to 32 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>p.p. 3 kPa, p.p. 16 kPa at 21 ft, p.p. 6 kPa from 24 to 26 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Firm to stiff grey and rust SILT, some sand, mottled, moist.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>p.p. 75 to 125 kPa.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Soft to firm grey SILT, wet.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>p.p. 50 kPa.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Very stiff grey and rust silty fine SAND, mottled, moist.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>p.p. 250 to 350 kPa.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bottom of hole at 15.24 meters

Drill Method: Solid Stem Auger
Date Drilled: 5/14/2012
Dense brown SAND and GRAVEL FILL, trace silt, moist.

Very soft to very stiff grey SILT, moist. Trace fine sand from 2 to 6 ft, dark brown organic silt seam at 3 ft, stiff from 6 to 20 ft, trace fine sand from 11 to 20 ft, brown with some rust mottling from 13 to 20 ft.

p.p. 25 kPa at 3 ft, p.p. 175 to 250 kPa from 6 ft.

Bottom of hole at 6.10 meters
## Soil Profiles

### Depth (m) (ft)

<table>
<thead>
<tr>
<th>Depth (m)</th>
<th>Description</th>
<th>C</th>
<th>N</th>
<th>Type</th>
<th>Water Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.6</td>
<td>Soft brown sandy SILT TOPSOIL, moist.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Very stiff to hard grey SILT, moist. Trace fine sand to 14 ft,</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>organic at 2 and 4 ft, organic dark brown silt seam at 5 ft,</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>rust motting from 6 to 29 ft, brown colour from 14 to 27 ft,</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>trace sand seams at 17 to 19 ft and 24 to 25 ft, grey colour</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>from 27 to 33 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>p.p. 200 to 250 kPa to 14 ft, p.p. 225 to 300 kPa from 14 to 29</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ft, p.p. 350 to 450 from 29 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bottom of hole at 10.05 meters**

**C: Condition of Sample**
- Good
- Disturbed
- No Recovery

**Type: Type of Sampler**
- SPT: 2 in. standard
- ST: Shelby
- FP: Fixed Piston
- G: Grab
- CORE

**N: Number of Blows**
- WH: Weight of Hammer
- WR: Weight of Rod
- Standard Penetration Test: ASTM D1586

**Drill Method:** Solid Stem Auger

**Date Drilled:** 5/14/2012

**By:**
Depth (m) (ft) Elev. 330.8m

<table>
<thead>
<tr>
<th>Description</th>
<th>C</th>
<th>N</th>
<th>Type</th>
<th>Water Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dense brown SAND and GRAVEL FILL, some silt, dry.</td>
<td></td>
<td></td>
<td></td>
<td>drilled out</td>
</tr>
<tr>
<td>Dense to compact grey Silt and SAND FILL, some gravel, trace rust colour and organic seams, moist.</td>
<td></td>
<td></td>
<td></td>
<td>drilled out</td>
</tr>
<tr>
<td>Stiff to very stiff grey and rust SILT, mottled, moist. Brown from 11 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td>drilled out</td>
</tr>
<tr>
<td>p.p. 175 to 225 kPa to 13 ft, p.p. 200 to 250 from 13 ft.</td>
<td>G</td>
<td></td>
<td></td>
<td>drilled out</td>
</tr>
</tbody>
</table>

Bottom of hole at 6.10 meters

Drill Method: Solid Stem Auger / DCPT

Date Drilled: 5/14/2012

By:
Firm dark brown sandy Silt **TOPSOIL**, some gravel from 1 ft, moist.

Loose grey coarse SAND FILL, trace silt, some rust colour to 4.5 ft, moist.

Loose grey fine SAND, some silt, trace organic seams, moist.

Very soft grey Silt, trace fine sand to 22 ft, wet. Sandy seams from 11 to 12 ft and 15 to 16 ft, trace fine sand from 27 ft, trace ash at 28 ft, some organics at 28 ft.

Firm grey and rust sandy Silt, mottled, moist.

P.p. 100 kPa.

Bottom of hole at 10.06 meters

Drill Method:
Solid Stem Auger / DCPT

Date Drilled: 5/15/2012
APPENDIX B
SCPT Data
### CPT SUMMARY

<table>
<thead>
<tr>
<th>CPT Sounding</th>
<th>File Name</th>
<th>Date</th>
<th>Cone</th>
<th>Assumed Phreatic Surface (m)</th>
<th>Final Depth (m)</th>
<th>Handheld GPS (UTM 11U) Northing (m)</th>
<th>Handheld GPS (UTM 11U) Easting (m)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCPT12-02</td>
<td>1065P02</td>
<td>05/13/12</td>
<td>346T1500F15U500</td>
<td>3.0</td>
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*Note: Assumed phreatic surface based on field observations unless otherwise noted, assumed hydrostatic conditions for interpretation tables unless otherwise noted.*
<table>
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<tr>
<th>Tip Depth (m)</th>
<th>Geophone Depth (m)</th>
<th>Ray Path (m)</th>
<th>Depth Interval (m)</th>
<th>Time Interval (ms)</th>
<th>Vs (m/s)</th>
<th>Mid Layer (m)</th>
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<td>25.07</td>
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</tr>
</tbody>
</table>
## PPD SUMMARY

<table>
<thead>
<tr>
<th>CPT Sounding</th>
<th>Duration (s)</th>
<th>Test Depth (m)</th>
<th>Equilibrium Pore Pressure $U_{eq}$ (m)*</th>
<th>Calculated Phreatic Surface (m)</th>
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</thead>
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<tr>
<td>SCPT12-01</td>
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<td>16.20</td>
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<td></td>
</tr>
</tbody>
</table>

* Equilibrium pore pressure estimated from dissipation tests

** Negative phreatic surface indicate artesian conditions
Job No: 12-106
Date: 05/13/2012 09:11
Site: Penticton Marinas, Penticton, BC

Sounding: SCPT12-02
Cone: 346:T1500F15U500
Cone Area: 15 sq cm

Trace Summary:
Filename: 106SP02.PPF
Depth: 2.450 m / 8.038 ft
Duration: 395.0 s

U Min: -6.2 m
U Max: 7.7 m
Trace Summary:
Filename: 106SP02.PPF
Depth: 8.300 m / 27.231 ft
Duration: 500.0 s

U Min: 2.5 m
U Max: 24.9 m
Job No: 12-106
Date: 05/13/2012 09:11
Site: Penticton Marinas, Penticton, BC

Sounding: SCPT12-02
Cone: 346:T1500F15U500
Cone Area: 15 sq cm

Filename: 106SP02.PPF
Depth: 24,300 m / 79,723 ft
Duration: 560.0 s

U Min: 21.1 m
U Max: 43.2 m
CONETEC INTERPRETATION METHODS

A Detailed Description of the Methods Used in ConeTec's CPT Interpretation and Plotting Software

Revision SZW-Rev 05A
April 8, 2011

Prepared by Jim Greig
ConeTec Interpretations as of April 8, 2011

ConeTec's interpretation routine provides a tabular output of geotechnical parameters based on current published CPT correlations and is subject to change to reflect the current state of practice. The interpreted values are not considered valid for all soil types. The interpretations are presented only as a guide for geotechnical use and should be carefully scrutinized for consideration in any geotechnical design. Reference to current literature is strongly recommended. ConeTec does not warranty the correctness or the applicability of any of the geotechnical parameters interpreted by the program and does not assume liability for any use of the results in any design or review. Representative hand calculations should be made for any parameter that is critical for design purposes. The end user of the interpreted output should also be fully aware of the techniques and the limitations of any method used in this program. The purpose of this document is to inform the user as to which methods were used and what the appropriate papers and/or publications are for further reference.

The CPT interpretations are based on values of tip, sleeve friction and pore pressure averaged over a user specified interval (e.g. 0.20m). Note that \( q_t \) is the tip resistance corrected for pore pressure effects and \( q_s \) is the recorded tip resistance. Since all ConeTec cones have equal end area friction sleeves, pore pressure corrections to sleeve friction, \( f_s \), are not required.

The tip correction is: 
\[
q_t = q_s + (1-a) \cdot u_2
\]

where: 
- \( q_t \) is the corrected tip resistance
- \( q_s \) is the recorded tip resistance
- \( u_2 \) is the recorded dynamic pore pressure behind the tip (\( u_2 \) position)
- \( a \) is the Net Area Ratio for the cone (typically 0.80 for ConeTec cones)

The total stress calculations are based on soil unit weights that have been assigned to the Soil Behavior Type zones, from a user defined unit weight profile or by using a single value throughout the profile.

Effective vertical overburden stresses are calculated based on a hydrostatic distribution of equilibrium pore pressures below the water table or from a user defined equilibrium pore pressure profile (this can be obtained from CPT dissipation tests). For over water projects the effects of the column of water have been taken into account as has the appropriate unit weight of water. How this is done depends on where the instruments were zeroed (i.e. on deck or at mud line).

Details regarding the interpretation methods for all of the interpreted parameters are provided in Table 1. The appropriate references cited in Table 1 are listed in Table 2. Where methods are based on charts or techniques that are too complex to describe in this summary the user should refer to the cited material.

The Soil Behavior Type classification charts (normalized and non-normalized) shown in Figures 1 and 2 are based on the charts developed by Dr. Robertson and Dr. Campanella at the University of British Columbia. These charts appear in many publications, most notably: Robertson, Campanella, Gillespie and Greig (1986); Robertson (1990) and Lunne, Robertson and Powell (1997). The Bq classification charts shown in Figures 3a and 3b are based on those described in Robertson (1990) and Lunne, Robertson and Powell (1997). The Jefferies and Davies SBT chart shown in Figure 3c is based on that discussed in Jefferies and Davies, 1993.

Where the results of a calculation/interpretation are declared 'invalid' the value will be represented by the text strings "-9999" or "-9999.0". In some cases the value 0 will be used. Invalid results will occur because of (and not limited to) one or a combination of:

1. Invalid or undefined CPT data (e.g. drilled out section or data gap).
2. Where the interpretation method is inappropriate, for example, drained parameters in an undrained material (and vice versa).
3. Where interpretation input values are beyond the range of the referenced charts or specified limitations of the interpretation method.

4. Where pre-requisite or intermediate interpretation calculations are invalid.

The parameters selected for output from the program are often specific to a particular project. As such, not all of the interpreted parameters listed in Table 1 may be included in the output files delivered with this report.

The output files are provided in Microsoft Excel XLS format. The ConeTec software has several options for output depending on the number or types of interpreted parameters desired. Each output file will be named using the original COR file basename followed by a three or four letter indicator of the interpretation set selected (e.g., BSC, TBL, NLI or IFI) and possibly followed by an operator selected suffix identifying the characteristics of the particular interpretation run.

<table>
<thead>
<tr>
<th>Interpreted Parameter</th>
<th>Description</th>
<th>Equation</th>
<th>Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth</td>
<td>Mid Layer Depth</td>
<td>Depth (Layer Top) + Depth (Layer Bottom) / 2.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(where interpretations are done at each point then Mid Layer Depth = Recorded Depth)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevation</td>
<td>Elevation of Mid Layer based on sounding collar elevation supplied by client</td>
<td>Elevation = Collar Elevation - Depth</td>
<td></td>
</tr>
<tr>
<td>Avgqc</td>
<td>Averaged recorded tip value (q&lt;sub&gt;r&lt;/sub&gt;)</td>
<td>Avgq&lt;sub&gt;r&lt;/sub&gt; = ( \frac{1}{n} \sum q_r )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>where: ( q_r = q_i = (1 - e) \times u )</td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
</tr>
<tr>
<td>Avgqt</td>
<td>Averaged corrected tip (q&lt;sub&gt;c&lt;/sub&gt;)</td>
<td>Avgq&lt;sub&gt;c&lt;/sub&gt; = ( \frac{1}{n} \sum q_c )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>where: ( q_c = q_t - e \times u )</td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
</tr>
<tr>
<td>Avgfs</td>
<td>Averaged sleeve friction (f&lt;sub&gt;s&lt;/sub&gt;)</td>
<td>Avgf&lt;sub&gt;s&lt;/sub&gt; = ( \frac{1}{n} \sum f_s )</td>
<td></td>
</tr>
<tr>
<td>AvgRf</td>
<td>Averaged friction ratio (R&lt;sub&gt;f&lt;/sub&gt;) where friction ratio is defined as:</td>
<td>AvgR&lt;sub&gt;f&lt;/sub&gt; = 100% \times \frac{f}{q_i}</td>
<td></td>
</tr>
<tr>
<td></td>
<td>( R_f = 100% \times \frac{f}{q_i} )</td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
</tr>
<tr>
<td>Avgu</td>
<td>Averaged dynamic pore pressure (u)</td>
<td>Avgu = ( \frac{1}{n} \sum u_i )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AvgRes</td>
<td>Averaged Resistivity (this data is not always available since it is a specialized test requiring an additional module)</td>
<td>AvgRes = ( \frac{1}{n} \sum RESISTIVITY )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AvgUVIF</td>
<td>Averaged UVIF ultra-violet induced fluorescence (this data is not always available since it is a specialized test requiring an additional module)</td>
<td>AvgUVIF = ( \frac{1}{n} \sum UVIF )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AvgTemp</td>
<td>Averaged Temperature (this data is not always available since it is a specialized test)</td>
<td>AvgTemp = ( \frac{1}{n} \sum TEMPERATURE )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>n=1 when interpretations are done at each point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interpreted Parameter</td>
<td>Description</td>
<td>Equation</td>
<td>Ref</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------</td>
<td>----------</td>
<td>-----</td>
</tr>
<tr>
<td>AvgGamma</td>
<td>Averaged Gamma Counts (this data is not always available since it is a specialized test requiring an additional module)</td>
<td>( A_{\text{gamma}} = \frac{1}{n} \sum \gamma_i )</td>
<td>1, 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( n=1 ) when interpretations are done at each point</td>
<td></td>
</tr>
<tr>
<td>U.W.L</td>
<td>Unit Weight of soil determined from one of the following user selectable options:</td>
<td>( U_{\text{w,l}} = \frac{1}{n} \sum n_i \cdot h_i )</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>1) uniform value</td>
<td>( n_i ) is layer unit weight</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) value assigned to each SBT zone</td>
<td>( h_i ) is layer thickness</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) user supplied unit weight profile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T. Stress</td>
<td>Total vertical overburden stress at Mid Layer Depth.</td>
<td>( E_{\text{stress}} = T_{\text{stress}} - \omega_{\text{w}} )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A layer is defined as the averaging interval specified by the user. For data interpreted at each point the Mid Layer Depth is the same as the recorded depth.</td>
<td>( x_{\text{w}} = \gamma_{\text{w}} \cdot (D - D_{\text{w}}) )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equilibrium pore pressure determined from one of the following user selectable options:</td>
<td>For hydrostatic option:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) hydrostatic from water table depth</td>
<td>( C_n = C_n^\prime / 0.5 )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) user supplied profile</td>
<td>( C_n^\prime ) is in psi</td>
<td>0.5 &lt; ( C_n ) &lt; 2.0</td>
</tr>
<tr>
<td>Cn</td>
<td>SPT N6o overburden correction factor</td>
<td>See Figure 1</td>
<td>4, 5</td>
</tr>
<tr>
<td></td>
<td>SPT N value at 50% energy calculated from q/tN ratios assigned to each SBT zone. This method has abrupt N value changes at zone boundaries.</td>
<td>( N_{\text{e}} = \frac{(q/t) \cdot N_6o}{8.5 \cdot (1 - 0.46 \cdot C_n)} )</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>( (N_{\text{t}})_{\text{e}} ), SPT N6t value corrected for overburden pressure</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>( (N_{\text{t}})_{\text{e}} ) = ( C_n \cdot N_6o )</td>
<td>( (N_{\text{t}})_{\text{e}} ) based on the lc parameter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>( (N_{\text{t}})_{\text{e}} ) values corrected for overburden pressure (using ( N_6o ) lc). User has 2 options.</td>
<td>( (N_{\text{t}})<em>{\text{e}} = \alpha + \beta ((N</em>{\text{t}})_{\text{e}}) )</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>( (N_{\text{t}})_{\text{e}} = 0.5 \cdot (1 - 0.46 \cdot C_n) )</td>
<td>( (N_{\text{t}})<em>{\text{e}} = K</em>{\text{SPT}} \cdot (N_{\text{t}})_{\text{e}} )</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>( (N_{\text{t}})_{\text{e}} = 0.5 \cdot (1 - 0.46 \cdot C_n) )</td>
<td>( (N_{\text{t}})<em>{\text{e}} = \alpha + \beta ((N</em>{\text{t}})_{\text{e}}) )</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Clean sand equivalent SPT (( N_{\text{t}} ),e)lc. User has 3 options.</td>
<td>( (N_{\text{t}})_{\text{e}} = 0.5 \cdot (1 - 0.46 \cdot C_n) )</td>
<td>5</td>
</tr>
<tr>
<td>Su</td>
<td>Undrained shear strength based on ( q_t )</td>
<td>( S_u = \frac{\sigma_r}{N_{\text{e}}} )</td>
<td>1, 5</td>
</tr>
<tr>
<td></td>
<td>Su factor ( N_{\text{e}} ) is user selectable</td>
<td>( S_u = \frac{\mu - \nu \cdot \sigma_r}{N_{\text{e}}} )</td>
<td>1, 5</td>
</tr>
<tr>
<td>k</td>
<td>Coefficient of permeability (assigned to each SBT zone)</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Interpreted Parameter</td>
<td>Description</td>
<td>Equation</td>
<td>Ref</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------</td>
<td>----------</td>
<td>-----</td>
</tr>
<tr>
<td>Bq</td>
<td>Pore pressure parameter</td>
<td>( B_q = \frac{\Delta u}{q^t - \sigma} )</td>
<td>1, 5</td>
</tr>
<tr>
<td>( Q_i )</td>
<td>Normalized q, for Soil Behavior Type classification as defined by Robertson, 1990</td>
<td>( Q_i = \frac{q^t - \sigma}{\sigma} )</td>
<td>2, 5</td>
</tr>
<tr>
<td>Fr</td>
<td>Normalized Friction Ratio for Soil Behavior Type classification as defined by Robertson, 1990</td>
<td>( Fr = 100% \cdot \frac{f_h}{q^t - \sigma} )</td>
<td>2, 5</td>
</tr>
<tr>
<td>Net qt</td>
<td>Net tip resistance</td>
<td>( q^t - \sigma )</td>
<td>2, 5</td>
</tr>
<tr>
<td>qe</td>
<td>Effective tip resistance</td>
<td>( q^t - u_2 )</td>
<td>2, 5</td>
</tr>
<tr>
<td>qeNorm</td>
<td>Normalized effective tip resistance</td>
<td>( \frac{q^t - u_2}{\sigma} )</td>
<td>2, 5</td>
</tr>
<tr>
<td>SBTn</td>
<td>Normalized Soil Behavior Type as defined by Robertson and Campanella</td>
<td>See Figure 2</td>
<td>2, 5</td>
</tr>
<tr>
<td>SBT-BQ</td>
<td>Non-normalized Soil Behavior Type based on the Bq parameter</td>
<td>See Figure 3</td>
<td>2, 5</td>
</tr>
<tr>
<td>SBT-BQns</td>
<td>Normalized Soil Behavior based on the Bq parameter</td>
<td>See Figure 3</td>
<td>2, 5</td>
</tr>
<tr>
<td>SBT-JandD</td>
<td>Soil Behaviour Type as defined by Jeffries and Davies</td>
<td>See Figure 3</td>
<td>2, 5</td>
</tr>
<tr>
<td>SBT-BQns</td>
<td>Normalized Soil Behavior base on the Bq parameter</td>
<td>See Figure 3</td>
<td>2, 5</td>
</tr>
<tr>
<td>Ic</td>
<td>Soil index for estimating grain characteristics</td>
<td>( Ic = 3.47 - \frac{\log_{10}(Q)}{1.22} )</td>
<td>3, 8</td>
</tr>
<tr>
<td>FC</td>
<td>Apparent fines content (%)</td>
<td>( FC = 1.75(\frac{P_s}{\sigma}) - 3.7 )</td>
<td>3</td>
</tr>
<tr>
<td>Ic Zone</td>
<td>This parameter is the Soil Behavior Type zone based on the Ic parameter (valid for zones 2 through 7 on SBTn chart)</td>
<td>( Ic &lt; 1.31 ) Zone = 7</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( 1.31 &lt; Ic &lt; 2.05 ) Zone = 8</td>
<td>2, 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( 2.05 &lt; Ic &lt; 2.60 ) Zone = 5</td>
<td>2, 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( 2.60 &lt; Ic &lt; 2.95 ) Zone = 4</td>
<td>2, 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( 2.95 &lt; Ic &lt; 3.60 ) Zone = 3</td>
<td>2, 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( Ic &gt; 3.60 ) Zone = 2</td>
<td>2, 5</td>
</tr>
</tbody>
</table>

Friction Angle determined from one of the following user selectable options:

<p>| PHI | a) Campanella and Robertson           | See reference | 5 |
|     | b) Durgunoglu and Mitchell           | See reference | 5 |
|     | c) Janbu                             | See reference | 5 |
|     | d) Kulhawy and Mayne                 | See reference | 11 |</p>
<table>
<thead>
<tr>
<th>Interpreted Parameter</th>
<th>Description</th>
<th>Equation</th>
<th>Ref</th>
</tr>
</thead>
</table>
| Dr                    | Relative Density determined from one of the following user selectable options:  
  a) Ticino Sand  
  b) Hokksund Sand  
  c) Schmertmann 1976  
  d) Jamilokowski - All Sands | See reference | 5 |
| OCR                   | Over Consolidation Ratio |  
  a) Based on Schmertmann's method involving a plot of $S_d / \sigma' / (S_d / \sigma'_{nc})$ and OCR  
  where the $\sigma'_{p}$ ratio for NC clay is user selectable | 9 |
| State Parameter       | The state parameter is used to describe whether a soil is contractile (SP is positive) or dilative (SP is negative) at large strains based on the work by Been and Jefferies | See reference | 6, 5, 6 |
| Es/ql                | Intermediate parameter for calculating Young's Modulus, E, in sands. It is the Y axis of the reference chart. | Based on Figure 5.56 in the reference | 5 |
| Young's Modulus E     | Young's Modulus based on the work done in Italy. There are three types of sands considered in this technique. The user selects the appropriate type for the site from:  
  a) OC Sands  
  b) Aged NC Sands  
  c) Recent NC Sands | Mean normal stress is evaluated from:  
  $$\sigma' = \frac{1}{3} (\sigma' + \sigma_{h} + \sigma_{v})^3$$  
  where $\sigma_{v} = $ vertical effective stress  
  $\sigma_{h} = $ horizontal effective stress  
  and $\sigma_{o} = K_o \cdot \sigma_{v}$ with $K_o$ assumed to be 0.5 | 5 |
| q_{el}               | $q_{el}$ normalized for overburden stress used for seismic analysis | $q_{el} = q_{l} \cdot (Pa/\sigma'_{v})_{0.8}$  
  where: $Pa = \text{atm. Pressure}$  
  $q_{l}$ is in MPa | 3 |
| q_{eln}              | $q_{eln}$ in dimensionless form used for seismic analysis | $q_{eln} = \left(\frac{q_{el}}{Pa}\right)(Pa/\sigma'_{v})^{n}$  
  where: $Pa = \text{atm. Pressure}$ and $n$ ranges from 0.5 to 0.75 based on lc. | 3 |
| K_{p}                | Equivalent clean sand factor for (N)60 | $K_{p} = 1 + \left(\frac{(75/60)}{(FC-5)}\right)$ | 10 |
| K_{p}                | Equivalent clean sand correction for $q_{eln}$ | $K_{cp} = 1.0$ for $l_{c} \leq 1.64$  
  $K_{cp} = f(l_{c})$ for $l_{c} > 1.64$ (see reference) | 10 |
| q_{cfr}              | Clean sand equivalent $q_{eln}$ | $q_{cfr} = q_{eln} \cdot K_{cp}$ | 3 |
| CRR                  | Cyclic Resistance Ratio (for Magnitude 7.5) | $q_{cfr} < 50$:  
  $CRR_{7.5} = 0.833 \left(\frac{q_{cfr}}{1000}\right) + 0.05$  
  $CRR_{7.5} = 93 \left(\frac{q_{cfr}}{1000}\right)^{0.8} + 0.08$ | 10 |
<table>
<thead>
<tr>
<th>Interpreted Parameter</th>
<th>Description</th>
<th>Equation</th>
<th>Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSR</td>
<td>Cyclic Stress Ratio</td>
<td>CSR = (\frac{t_{se}}{\sigma_v'}) = 0.65 (\frac{(R_{max} / g)}{(\sigma_v' / \sigma_v^* \cdot t_0)})</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(t_0 = 1.0 - 0.00765z) (z \leq 9.15m)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(t_0 = 1.174 - 0.0267z) (9.15 &lt; z \leq 23m)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(t_0 = 0.744 - 0.008z) (23 &lt; z \leq 30m)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(t_0 = 0.60) (z &gt; 30m)</td>
<td></td>
</tr>
<tr>
<td>MSF</td>
<td>Magnitude Scaling Factor</td>
<td>See Reference</td>
<td>10</td>
</tr>
<tr>
<td>FoS</td>
<td>Factor of Safety against Liquefaction</td>
<td>FS = ((CRR_{1,5} / CSR) \cdot MSF)</td>
<td>10</td>
</tr>
<tr>
<td>Liquefaction Status</td>
<td>Statement indicating possible liquefaction</td>
<td>Takes into account FoS and limitations based on (I_c) and (q_{c\text{min}})</td>
<td>10</td>
</tr>
<tr>
<td>Con/Dilat Tip</td>
<td>Contractive / Dilative qc1 Boundary based on ((N_{1a})_{sa})</td>
<td>((\sigma_v')<em>{\text{boundary}} = 9.58 \times 10^{-4} \left(\frac{(N</em>{1a})_{sa}}{\sigma_v'}\right)^{0.25})</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>qc1 is calculated from specified qt(MPa)/N ratio</td>
<td></td>
</tr>
<tr>
<td>Cq</td>
<td>Normalizing Factor</td>
<td>(C_q = 1.8 / (0.8 + ((\sigma_v' / \sigma_v^*)))</td>
<td>12</td>
</tr>
<tr>
<td>qc1 (Cq')</td>
<td>Normalized tip resistance based on Cq</td>
<td>(q_{c1} = C_q' \cdot q_t) (some papers use (q_{c1}))</td>
<td>12</td>
</tr>
<tr>
<td>Su(Liq)/s'v</td>
<td>Liquefied Shear Strength Ratio</td>
<td>(\frac{Su(Liq)}{\sigma_v'} = 0.03 + 0.0143(q_{c1}))</td>
<td>13</td>
</tr>
</tbody>
</table>
Figure 1  Non-Normalized Behavior Type Classification Chart

Figure 2  Normalized Behavior Type Classification Chart
Figure 3 – Alternate Soil Behaviour Type Charts
Table 2 References

<table>
<thead>
<tr>
<th>No.</th>
<th>References</th>
</tr>
</thead>
</table>
APPENDIX C

Laboratory Test Results
**Levelton Consultants Ltd.**
Fraser Valley Group and Southern Interior

#110, 34077 Gladys Avenue  
Abbotsford, BC V2S 2E8  
Tel: (604) 655-0206  
Fax: (604) 853-1186  
Email: abbotsford@levelton.com

#301, 19292-60 Avenue  
Surrey, BC V3S 3M2  
Tel: (604) 533-2992  
Fax: (604) 533-0768  
Email: surrey@levelton.com

#108, 3677 Hwy 97N  
Kelowna, BC V1X 5C3  
Tel: (250) 491-9778  
Fax: (250) 491-9729  
Email: kelowna@levelton.com

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**Client:** City of Penticton  
**Project:** Okanagan and Skaha Lake Marinas  
**Site Address:** Skaha Lake Marina

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**Report of Grain Size Analysis**

**Sample Location:** AH12-08, G3  
**Supplier:**  
**Material Type:** SAND, some silt, trace gravel  
**Usage:**  
**Specification:**

**Moisture Content (as received):** 30%

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<table>
<thead>
<tr>
<th>Screen Opening (mm)</th>
<th>% Passing Total</th>
<th>Specification</th>
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</table>

---

**Sampled By:** ML  
**Tested By:** BP  
**Date Sampled:** May 14, 2012  
**Date Tested:** June 4, 2012  
**Sieve No. 12**

---

**Mechanical Analysis**

- Gravel
- Sand
- Silt/Clay

---

**Remarks:**

Reporting of these results constitutes a testing service only.  
No engineering interpretation of the results is expressed or implied.  
Engineering review and interpretation of these results can be provided upon written request.

---

Levelton Consultants Ltd.

Per: [Signature]
Levelton Consultants Ltd.
Fraser Valley Group and Southern Interior

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Tel: (250) 491-9778
Fax: (250) 491-9729
Email: kelowna@levelton.com

Client: City of Penticton
Project: Okanagan and Skaha Lake Marinas
Site Address: Skaha Lake Marina

File No.: FV12-0660-01
Task: 2

Report of Grain Size Analysis

Sample Location: AH12-08, G11
Supplier:
Material Type: SILT, some sand
Usage:
Specification:

Moisture Content (as received): 31%

<table>
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</thead>
<tbody>
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<tr>
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<tr>
<td>0.075</td>
<td>88.5%</td>
<td></td>
</tr>
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</table>

- % Passing Total: - Lower Limit - Upper Limit

Gravel
Sand
Silt/Clay

Sieve Opening (mm)

Remarks:

Reporting of these results constitutes a testing service only.
No engineering interpretation of the results is expressed or implied.
Engineering review and interpretation of these results can be provided upon written request.

Levelton Consultants Ltd.

Per: 

[Signature]
Share and discuss your document.
Levelton Consultants Ltd.
Fraser Valley Group and Southern Interior

Client: City of Penticton
Project: Okanagan and Skaha Lake Marinas
Site Address: Skaha Lake Marina

File No.: FV12-0660-01
Task: 2

Report of Grain Size Analysis

Sample Location: AH12-12, G2
Supplier:
Material Type: Sandy SILT
Usage:
Specification:

Moisture Content (as received): 28%

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<tr>
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</tr>
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<td>2.36</td>
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<tr>
<td>1.18</td>
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<td>96.2%</td>
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<td>71.4%</td>
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</table>

Gravel
Send
Silt/Clay

- % Passing Total: — Lower Limit — Upper Limit

Remarks:

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No engineering interpretation of the results is expressed or implied.
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Levelton Consultants Ltd.
Per: [Signature]
Levelton Consultants Ltd.
Fraser Valley Group and Southern Interior

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Fax: (250) 481-9729
Email: kelowna@levelton.com

Client: City of Penticton
Project: Okanagan and Skaha Lake Marinas
Site Address: Skaha Lake Marina

File No.: FV12-0660-01
Task: 2

Report of Grain Size Analysis

Sample Location: AH12-12, G6
Supplier:
Material Type: Sandy SILT
Usage:
Specification:

Moisture Content (as received): 28%

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<td>74.6%</td>
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Remarks:

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No engineering interpretation of the results is expressed or implied.
Engineering review and interpretation of these results can be provided upon written request.

Per:

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Tel: (250) 491-9778
Fax: (250) 491-9729
Email: kelowna@levelton.com

Client: City of Penticton
Project: Okanagan and Skaha Lake Marinas
Site Address: Skaha Lake Marina

File No.: FV12-0660-01
Task: 2

Report of Grain Size Analysis

Sample Location: AH12-13, G10
Supplier:
Material Type: Sandy SILT
Usage:
Specification:

Moisture Content (as received): 24%

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Gravel

Sand

Silt/Clay

Remarks:

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Levelton Consultants Ltd.

Per: [Signature]
Client: City of Penticton

Project Name: Okanagan and Skaha Lake Marinas

Site Address: Skaha Lake Marina

ATTERBERG LIMITS
ASTM D 4318

Sampled By: ML

Tested By: MM

Sampling Date: 14-May-12

Test Date: 30-May-12

Sample Location: AH12-09, G4

Source/Supplier: N/A

Plasticity Chart

LL: 26.5 %
PL: 18.8 %
PI: 7.7 %

Comments:

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No engineering interpretation of the results is expressed or implied.
Engineering review and interpretation of these results can be provided upon written request.

Per:
Client: City of Penticton

Project Name: Okanagan and Skaha Lake Marinas

Site Address: Skaha Lake Marina

File No.: FV12-0660-01

Task: 02

PM: PRE

---

**Plasticity Chart**

- LL: 22.6%
- PL: 18.3%
- PI: 4.3%

---

Reporting of these results constitutes a testing service only. No engineering interpretation of the results is expressed or implied. Engineering review and interpretation of these results can be avoided upon written request.

---

LEVELTON CONSULTANTS LTD.

[Signature]
Client: City of Penticton
Project Name: Okanagan and Skaha Lake Marinas
Site Address: Skaha Lake Marina

File No.: FV12-160-01
Task: 02
PM: PRE

ATTERBERG LIMITS
ASTM D 4318

Sampled By: ML
Sampling Date: 15-May-12
Tested By: MM
Test Date: 30-May-12
Sample Location: AH12-12, G9

Source/Supplier: N/A

Plasticity Chart

<table>
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<tr>
<th>Plastic Index (PI)</th>
<th>Liquid Limit (LL)</th>
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</tr>
<tr>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>60</td>
<td>60</td>
</tr>
</tbody>
</table>

LL: 29.3 %
PL: 20.7 %
PI: 8.6 %

Comments:

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No engineering interpretation of the results is expressed or implied.
Engineering review and interpretation of these results can be provided upon written request.
Client: City of Penticton

Project Name: Okanagan and Skaha Lake Marinas

Site Address: Skaha Lake Marina

File No.: FV12-0660-01

Task: C2

PM: PRE

ATTERBERG LIMITS
ASTM D4318

Sampled By: ML

Sampling Date: 15-May-12

Tested By: MM

Test Date: 30-May-12

Sample Location: AH12-13, G5

Source/Supplier: N/A

Plasticity Chart

Liquid Limit (LL)

Plastic Index (PI)

LL: 20.9 %

Pl: 15.1 %

PI: 5.8 %

Comments:

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No engineering interpretation of the results is expressed or implied.

Engineering review and interpretation of these results can be provided upon written request.

LEVELTON CONSULTANTS LTD.

Per:
EXECUTIVE SUMMARY

Levelton Consultants (Levelton) was retained by Mr. Mitch Morozuk, on behalf of the City of Penticton, to conduct a Stage 1 Preliminary Site Investigation (PSI) on a portion of one lot municipally addressed as 124 South Beach Drive in Penticton, British Columbia. The term “Site” or “Subject Site” in this report refers to the portion of the property at 124 South Beach Drive, Penticton, British Columbia, as shown on Figure 9, attached.

Based on historical review and information gathered during the Site visit, Levelton concludes the following:

- A review of the historical aerial photographs and City Hall information indicates that the Site contained marina activities since circa 1969. A boat sales and repair facility also operated onsite since circa 1977 to present. A commercial building and a storage yard were located onsite between 1974 and 1985. The marina building was re-built circa 1992 due to a fire in the present day layout, which includes the east portion of the building extending off the Subject Site.

- Two steel above ground storage tanks (ASTs) are located on the southern boundary of the Site and possibly extend offsite. A 13,600 L double walled, vacuum monitored, pad mounted AST manufactured in 1997 contains premium gasoline and services two fuel dispensers located on a dock to the west of the Site. The steel fuel distribution lines are contained within a secondary piping system that drains into two sumps. The gasoline AST was believed to be located on the north side of the marina building between circa 1998 and 2008 prior to being moved to the present day location. A 1400 L AST is located adjacent to the gasoline AST and is used to store used oil and fluids collected in the repair garage. The tank appears to have been recently moved from the southeast corner of the fenced yard to the current location. No staining was noted in the vicinity of the present day AST locations. As required by Section 4.3 of the 2006 BC Fire Code, ASTs must be adequately installed, supported, vented and have secondary containment as per provincial requirements. Local municipalities may also have additional requirements for ASTs.

- A search of the Ministry of Environment BC Online Site Registry identified three properties listed within a 500 m radius of the Site. Two of the properties listed are crossgradient or greater than 220 m from the Site and therefore pose a low potential for having adversely affected the environmental condition of the Site. Site 4805 is located on the Subject Site and a detailed report and environmental documents on file with the BCMOE were obtained. According to the detailed report, the status is “Inactive – No Further Action”. The documents identified two, 2000 gallon underground storage tanks (USTs) containing gasoline that historically were in use north of the Skaha Marina building circa 1987 to 1997. Reconciliation records at the time led to a concern of leakage of one of the tanks. The USTs and contaminated soils were removed in the summer of 1997 and limited soil samples were collected from the UST excavation. Analytical results for the limited petroleum hydrocarbon constituents showed the soil remaining onsite was below the CSR residential criteria of the day.
Recommendations

Due to the limited soil sample parameters analysed and changes in the regulatory framework since the UST removal in 1997, a subsurface investigation of the former UST tank nest is warranted. The following area of potential environmental concern and associated potential contaminants of concern have been identified at the Site which would require additional subsurface investigation in the form of a Stage 2 Preliminary Site Investigation.

<table>
<thead>
<tr>
<th>APEC</th>
<th>DESCRIPTION</th>
<th>PCOCS</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Former UST tank nest to the north of the marina building</td>
<td>LEPH/HEPH/PAHs, VOCs including BTEX/VPHs/MTBE Lead, Ethylene dichloride, ethylene dibromide**</td>
<td>Gasoline</td>
</tr>
</tbody>
</table>

**Ethylene dichloride and ethylene dibromide were historically added to gasoline as lead scavengers (Source: USEPA)**
STAGE 2 PRELIMINARY SITE INVESTIGATION

124 SOUTH BEACH DRIVE
PENTICTON, BRITISH COLUMBIA

Prepared for:

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

Prepared by:

Levelton Consultants Ltd.
108 – 3677 Highway 97N
Kelowna, British Columbia
V1X 5C3

12 April 2013
File No.: FV12-1676-01
12 April 2013
File No.: FV12-1676-01

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

Attention: Mr. Mitch Moroziuk

Dear Mr. Moroziuk,

Re: STAGE 2 PRELIMINARY SITE INVESTIGATION,
124 SOUTH BEACH DRIVE, PENTICTON, BRITISH COLUMBIA

Levelton Consultants Ltd. is pleased to submit two copies of the Stage 2 Preliminary Site Investigation report for the above-referenced Site.

If you have any questions, please call the undersigned at (250) 491-9778. Thank you for the opportunity to be of service to you.

Yours truly,

Levelton Consultants Ltd.

Original Signed By:

Per: Gina Spencer, B.Sc. Eng., EIT
Environmental Group Leader/Project Manager

Levelton Consultants Ltd.
Fraser Valley Group
108 – 3677 Highway 97N
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Fax: 250-491-9729
Email: kelowna@levelton.com

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Canada V3S 3M2
Tel: 604 533-2992
Fax: 604 533-0768
E-Mail: surrey@levelton.com

103 – 34609 Delair Road
Abbotsford, B.C.
Canada V2S 2E1
Tel: 604 855-0206
Fax: 604 853-1186
E-Mail: abbotsford@levelton.com

Web Site: www.levelton.com

Construction Materials
Building Science
Geotechnical
Corrosion Prevention
Metallurgy
Environmental
Analytical Chemistry
Physical Testing
EXECUTIVE SUMMARY

Mr. Mitch Morozuk, on behalf of City of Penticton, retained Levelton Consultants Ltd. (Levelton) to conduct a Stage 2 Preliminary Site Investigation (PSI) on one property near Skaha Lake, municipally addressed as 124 South Beach Drive in Penticton, British Columbia. The Site boundaries are shown on Figure 4 and Figure 5 attached. The investigation was completed based on recommendations in Levelton’s Stage 1 PSI report titled “East Skaha Lake – City Lease Assembly, Portion of 124 South Beach Drive, Penticton, BC” dated June 2012 (revised). Levelton understands that the Stage 1 and Stage 2 PSIs are required for due diligence purposes prior to the assessment of redevelopment opportunities on the Site.

The Site is long and narrow in shape and is bounded to the north by a parking lot, the west by Skaha Lake, the east by a marina storage yard and the south by parkland. The topography is relatively flat with a slight slope to the west towards Skaha Lake. Penticton Yamaha & Marine (Yamaha) occupies the Site. A portion of the Yamaha & Marine building extends off-site to the east. The Site is covered 100% by either asphalt or building footprint. See attached Figure 3, for Site plan and investigation locations.

Levelton identified the following area of potential environmental concern (APEC) and associated potential contaminants of concern (PCOCs). A summary of the APEC and PCOCs are included in the following table.

<table>
<thead>
<tr>
<th>APEC</th>
<th>DESCRIPTION</th>
<th>PCOCS</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Former UST tank nest to the north of the marina building</td>
<td>LEPH/HEPH/PAHs, VOCs including BTEX/ VPHs/ MTBE, Lead</td>
<td>Gasoline</td>
</tr>
</tbody>
</table>

Notes: VOCs –volatile organic compounds; BTEX – Benzene, Toluene, Ethylbenzene, Xylenes; VPH: Volatile Petroleum Hydrocarbons; LEPH: Light Extractable Petroleum Hydrocarbons; HEPH: Heavy Extractable Petroleum Hydrocarbons; PAHs: Polycyclic Aromatic Hydrocarbons; MTBE: Methyl Tertiary Butyl Ether

The Stage 2 PSI was conducted at the Site between September 2012 and February 2013 during which three boreholes were drilled to a depth of 3.0 m below the existing ground surface and completed as monitoring wells. Two of the wells were installed in the area of the former UST and one well was installed on the south side of the marina building to facilitate calculation of groundwater flow direction and hydraulic gradient.

The applicable soil standards based on current Site usage were deemed to be the Contaminated Sites Regulation (CSR) commercial (CL) standards. However, as requested by the City, the analytical results were compared to the most stringent standards which are the CSR parkland (PL) and residential (RL) standards. The applicable groundwater standards are freshwater aquatic life (AW) and drinking water (DW) standards.

All soil samples analyzed at the Site for PCOCs revealed concentrations below the applied CSR PL/RL Standards.
Groundwater samples collected from all the monitoring wells did not reveal the presence of PCOCs above the applicable CSR AW, IW or DW Standards, with the exception of pyrene in 12-SL3-MW that exceeded the AW standard.

As the pyrene concentration (0.46 µg/L) revealed in the groundwater sample collected from 12-SL3-MW was close to the CSR Freshwater Aquatic Life (AW) criteria of 0.2 µg/L, additional groundwater sampling events in January 2013 and February 2013 were conducted to confirm or refute the initial results. Analytical results for the two subsequent groundwater sampling events in January and February confirmed concentrations of pyrene below the laboratory detection limits and therefore below the applied CSR AW standard.

**Recommendations**

Based on the soil and groundwater analytical results of this Stage 2 PSI investigation, no further intrusive sub-surface investigations are required at the Site at this time.

Housekeeping practices including the proper storage of automotive fluids, spill prevention procedures, and waste handling practices should be reviewed to prevent the potential for spills. All wastes should be disposed of at approved facilities and temporarily stored in appropriate containers. All waste oil storage tanks should follow the recommendations in Section 4.3 of the 2006 BC Fire Code, including adequately installing, supporting, venting and providing secondary containment for the tank(s).

Levelton understands that the City would like to obtain a Ministry of Environment Instrument for the Site prior to redevelopment. As Penticton Yamaha & Marine continues to operate on-site, a CSR Schedule 2 Activity G4 – Boat repair and maintenance, the Site condition should be re-evaluated after the on-site Schedule 2 Activity ceases.

The contents of the drums containing soil auger cuttings can be re-distributed on-site as concentrations of the analyzed PCOCs were below the laboratory detection limits. The drum containing purged groundwater should be disposed of at an approved facility as detectable concentrations of PCOCs were revealed in the September 2012 sampling event.
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1.0 INTRODUCTION

Mr. Mitch Moroziuk, on behalf of the City of Penticton, retained Levelton Consultants Ltd. (Levelton) to conduct a Stage 2 PSI at 124 South Beach Drive, Penticton, British Columbia (herein referred to as “Site”).

The investigation was completed based on recommendations in the Levelton Stage 1 PSI report titled “East Skaha Lake – City Lease Assembly, Portion of 124 South Beach Drive, Penticton, BC” dated June 2012 (revised). Levelton understands the investigation is for due diligence purposes prior to the assessment of redevelopment opportunities on the Site. This report describes the work associated with the subsurface investigations and Levelton’s findings.

2.0 SITE LOCATION AND DESCRIPTION

The subject Site is located on the northeast bank of Skaha Lake in Penticton, BC as shown on Figure 1, Appendix A. As required by the British Columbia Ministry of Environment (BCMOE), the following information is provided:

Table 1: Summary of Site Information

<table>
<thead>
<tr>
<th>ITEM</th>
<th>INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Name</td>
<td>Penticton Yamaha &amp; Marine</td>
</tr>
<tr>
<td>Municipal Addresses</td>
<td>124 South Beach Drive, Penticton, British Columbia</td>
</tr>
<tr>
<td>Legal Description</td>
<td>Untitled filled foreshore leased from Crown, lease #342689</td>
</tr>
<tr>
<td>P.I.D.</td>
<td>N/A</td>
</tr>
<tr>
<td>Latitude/Longitude1</td>
<td>49°27'5.44&quot;N, 119°34'52.19&quot;W</td>
</tr>
</tbody>
</table>

The Site area is calculated at approximately 0.12 hectares in area and is comprised of untitled lands. The Site is long and narrow in shape and is bounded to the north by a parking lot, the west by Skaha Lake, the east by a marina storage yard and the south by parkland. The topography is relatively flat with a slope to the west towards Skaha Lake. The Penticton Yamaha & Marine occupies the Site. A portion of the building extends off-site to the east. The Site is covered 100% by either asphalt or the building footprint.

The Site layout is depicted on Figure 2 in Appendix A.

1 Obtained from Google Earth™.
3.0 BACKGROUND

Between May and June 2012, Levelton completed a Stage 1 PSI for the subject Site. The Stage 1 PSI covered a portion of one lot municipally addressed as 124 South Beach Drive in Penticton, British Columbia. The Site boundaries are shown on Figure 2, Appendix A.

Based on historical review and information gathered during the Site visit, Levelton noted that the Site has been developed with marina activities since at least circa 1969 including boat repairs since 1977. Two, 2000 gallon underground storage tanks (USTs) containing gasoline were historically located north of the marina building circa 1987 to 1997. Reconciliation records at the time led to a concern of leakage of one of the tanks. The USTs and contaminated soils were removed in the summer of 1997 and limited soil samples were collected from the UST excavation. Analytical results for the limited petroleum hydrocarbon constituents showed the soil remaining on-site was below the CSR residential criteria of the day. Groundwater was not investigated.

Due to the limited soil sample parameters analysed and changes in the regulatory framework since the UST removal in 1997, a subsurface investigation of the former UST tank nest was recommended. The area of potential environmental concern (APEC) and associated potential contaminants of concern (PCOCs) are summarized in the table below and shown on Figure 2 in Appendix A.

Table 2: PCOCs

<table>
<thead>
<tr>
<th>APEC</th>
<th>DESCRIPTION</th>
<th>PCOCs</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Former UST tank nest to the north of the marina building</td>
<td>LEPH/HEPH/PAHs, VOCs including BTEX/ VPHs/ MTBE, Lead</td>
<td>Gasoline</td>
</tr>
</tbody>
</table>

Notes: VOCs –volatile organic compounds; BTEX – Benzene, Toluene, Ethylbenzene, Xylenes; VPH: Volatile Petroleum Hydrocarbons; LEPH: Light Extractable Petroleum Hydrocarbons; HEPH: Heavy Extractable Petroleum Hydrocarbons; PAHs: Polycyclic Aromatic Hydrocarbons; MTBE: Methyl Tertiary Butyl Ether

Ethylene dichloride and ethylene dibromide were also listed as PCOCs in Levelton’s Stage 1 PSI. However, due to the timeframe the historical USTs were in use (1987-1997), these PCOCs are no longer considered applicable. Ethylene dichloride and ethylene dibromide were historically used as lead scavengers in gasoline in the 1960s and 1970s.

4.0 OBJECTIVE

The primary objective of this report is to assess the presence or absence of soil and groundwater contamination at the Site due to identified PCOCs at the identified APEC. The investigation was conducted in general accordance with the BCMOE guidance documents for conducting intrusive sub-surface environmental investigations.
5.0 SCOPE OF WORK

Levelton’s scope of work for conducting the Stage 2 PSI was as follows:

- Prepare a Site-specific Health and Safety plan as required by WorkSafeBC.
- Complete a BC One Call and hire the services of a private utility locator prior to commencing any intrusive investigations at the Sites.
- Retain the services of a drilling contractor for the completion of three boreholes in the vicinity of the marina building at 124 South Beach Drive with a truck mounted auger drill rig to a depth of approximately 3 m below grade or to sufficient depth to encounter the groundwater table, whichever is shallower. Monitoring wells were proposed to be installed at all the borehole locations.
- Collect soil samples from each borehole location at different depths depending upon the encountered stratigraphy for potential laboratory analyses of PCOC concentrations.
- Log the encountered soil stratigraphy at all of the borehole locations.
- Field screen the collected samples using a Photo Ionization Detector (PID).
- Develop the installed monitoring wells using Waterra™ tubing and foot valves following installation.
- Complete a horizontal and vertical survey of the monitoring well locations using field survey equipment.
- Complete sampling of groundwater at least 24 hours following the well development, from the installed monitoring wells for the analyses of PCOC concentrations.
- Submit soil and groundwater samples collected from this investigation program to a laboratory which is ‘Canadian Association for Laboratory Accreditation’ - accredited and follows BCMOE recognized procedures for laboratory analyses.
- Prepare a report summarizing the Site activities, methodology and results of the investigations and comparing the results to applicable BC Contaminated Sites Regulation (CSR) standards upon completion of the investigation program.

In addition to above scope of work, Levelton also conducted subsequent groundwater monitoring events on 17 January 2013 and 14 February 2013.
6.0 REGULATORY FRAMEWORK

Since 1988 the Waste Management Act\(^2\) (WMA) has been addressing contaminated sites in British Columbia. In June 1993 the Waste Management Amendment Act of 1993 (WMAA, also known as Bill 26) was passed. The Ministry of Environment, Lands and Parks (MELP), currently Ministry of Environment (MOE) added provisions that specifically address contaminated sites and promulgated the Contaminated Sites Regulation\(^3\) (CSR), which came into effect on 1 April 1997. First, second, third and fourth stage amendments were made to the CSR on 19 July 1999, 2 February 2002, 1 December 2003 and 8 July 2004, respectively. In July 2004, the WMA was repealed and replaced by the Environmental Management Act\(^4\) (EMA). The fifth, sixth and seventh stage amendments to the CSR were made in July 2007, January 2009, and May 2011 respectively. The CSR remains in effect under the EMA at this time. The CSR has staged site investigations as follows:

- Stage 1 PSI comprising a historical search and records review, and a walk-through site visit. Environmental media are not sampled and analyzed at this stage.
- Stage 2 PSI comprising selective sampling and laboratory analyses for PCOCs at identified APEC. Stage 2 PSI assesses the presence or absence of contamination due to PCOCs identified at APEC on the site.
- DSI comprising evaluation of the horizontal and vertical extent and concentrations of contaminants of concern (COCs) identified during the Stage 2 PSI at various AECs identified at the Site.

Canadian Standards Association\(^5\) (CSA) refers to Stage 1 and Stage 2 PSIs as Phase I and Phase II Environmental Site Assessments (ESAs), respectively. The DSI is referred to as a Phase III ESA.

7.0 REGULATORY ASSESSMENT STANDARDS

On 8 July 2004, the WMA was repealed and replaced by the Environmental Management Act (EMA). A revised CSR with ten schedules remains in effect under the EMA. Schedules 1 to 8 are similar to the ones in the original CSR. Two schedules (Schedule 9 and 10) were added in the CSR (8 July 2005). The sediment quality criteria are presented in Schedule 9. The generic numerical soil and water standards for the parameters, which were previously known as “Non-Scheduled Toxic Substances”, are now included in Schedule 10. On 1 January 2009, updates to all Schedules (except 8) were made by the MOE and Schedule 11 “Generic Numerical Vapour Standards” was added to the CSR.

The CSR provides generic and matrix soil standards for different land use categories and groundwater

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\(^5\) Canadian Standards Association (CSA); Phase I Environmental Site Assessment (CSAZ768-01, R2012); Rexdale, Ontario.
standards for different groundwater or water use categories. These categories are summarized as follows:

- Agricultural Land Use (AL)
- Urban Park Land Use (PL)
- Residential Land Use (RL)
- Commercial Land Use (CL)
- Industrial Land Use (IL)

A sixth use, wildlands (WL) has been adopted under ministry policy. At a wild lands site the applicable urban park land use standards apply to the top three metres of the soil and the applicable commercial land use standards apply at a depth greater than or equal to three metres below the surface of the site. “wild land land use” means the use of land for the primary purpose of supporting natural ecosystems including, without limitation, ecological reserves, natural parks, wetlands, woodlands, forests, tundra, muskeg, and alpine meadows.

For soils, the CSR includes both generic numerical soil standards and matrix numerical soil standards. In the case of the latter, standards for potential contaminants are provided for each of several site-specific factors some of which include:

- Groundwater used for drinking water;
- Groundwater flow to surface water used by freshwater or marine aquatic life;
- Groundwater used for livestock watering; and
- Groundwater used for irrigation watering.

The two site-specific factors of intake of contaminated soil and toxicity to soil invertebrates and plants are applicable at all sites.

To determine the appropriate standard for a contaminant, the applicable factors for a site are first selected. The lowest standard of those for applicable factors for the site is then defined as the standard, which will apply. Applicable factors, which define the standards, are included in the Tables presenting analytical results for soils.

The water standards are as follows:

- Aquatic Life Water Use (AW)
- Irrigation Water Use (IW)
- Livestock Water Use (LW)
- Drinking Water Use (DW)

An amendment⁶ to the CSR has established standards for hydrocarbons in water at contaminated sites, both for sites at which proposed water uses apply (VPHw and LEPHw) and for sites at which

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⁶ First Amendment to the Contaminated Sites Regulation (B.C. Reg. 244/99); Effective 19 July 1999; Ministry of Environment; Victoria, British Columbia.
proposed water uses do not apply (VHw6-10 and EHw10-19). A protocol\(^7\) established under the EMA (Section 64 – Director’s protocols) and the CSR further substitutes these hydrocarbon standards for water at contaminated sites pursuant to Section 53 of the Special Waste Regulation (SWR) where the Leachate Quality Standards (LQS) of the SWR would otherwise apply. The amendment also removed aluminum, iron, and manganese from the CSR AW standards.

Schedule 10 contains a list of regulated substances and their generic numerical soil and water standards. Soil and water standards in Schedule 10 are specific to human health only. Soil standards are identified on the basis of land use. There are standards for Agricultural, Urban Park and Residential Land Use, and standards for Commercial and Industrial Land Use. In water, there are Drinking Water standards. In the Stage 6 amendments to the CSR made in January 2009, Schedule 10 was amended by eliminating the Practical Quantification Limit for substances in soil and water, and some errors were corrected.

Schedule 11 provides numerical vapour standards that vary based on the three different sets of Land Uses: (1) Agricultural, Urban Park, and Residential Land Use; (2) Commercial Land Use; and (3) Industrial Land Use. Schedule 11 was created from the Director’s Interim Air Concentration Criteria (2008).

The Special Waste Regulation (SWR) sets out standards, which apply if a material qualifies as “special waste”. In May 2005, the SWR was repealed and replaced by Hazardous Waste Regulations\(^8\). Consequently, the term “Special Waste” was changed to “Hazardous Waste”. The Transportation of Dangerous Goods (TDG)\(^9\) regulation was recently amended. Amendment 6 published in the Canada Gazette on 20 February 2008 has removed Appendix 5: Environmentally Hazardous Substances intended for disposal. Appendix 5 contained threshold concentrations for substances (typically 100 mg/kg) which if exceeded led to the characterization of the material containing these substances as Hazardous Waste when intended for disposal. Schedule 4 of the BC Hazardous Waste Regulation provides Leachate Quality Standards (LQS) for a number of contaminants, including metals, which if exceeded when a toxicity characteristic leachate procedure (TCLP) is conducted, will lead to the characterization of a material as Hazardous Waste.

### 8.0 APPLICABLE STANDARDS

#### Soil

The Site is currently zoned P2 – Parks and Recreation permitting parks, recreational and limited commercial land use. The current business operating at the Site is a boat and motorbike repair facility and marine sales. Therefore, the CSR Industrial (CL) standards would apply to the Site. The future applicable land use standard at the Site would depend upon the proposed land use at the Site. The future land use is not determined at this time. As requested by the City, the most stringent standards

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\(^7\) Protocol for Petroleum Hydrocarbons in Water (Protocol 7); Contaminated Sites Regulation and Special Waste Regulations; Effective 19 July 1999; Ministry of Environment; Victoria, British Columbia.

\(^8\) Hazardous Waste Regulation formerly Special Waste Regulation (HWR, BC Reg. 63/88 including amendments up to BC Reg. 216/2006); Effective 1 April 1988 (used to be called Special Waste Regulation), Ministry of Environment; Victoria, British Columbia.

which are CSR parkland (PL) and residential (RL) will be used when comparing the soil results. The PL and RL standards for the PCOCs analyzed are the same values and therefore, will be referenced together.

Groundwater

During the Stage 1 PSI prepared by Levelton, the existence and location of groundwater wells near the Site was searched on the BCMOE Water Resource Atlas database. The Internet database of the Water Management Division of BCMOE indicated there are three registered wells present within a 0.5 km radius of the Site including one located as close as 90 m east from the Site (Well ID 61283). According to the detailed well record, the well was drilled to 80 feet (25.6 m) on 21 March 1991 at Skaha Park East. The well use is not identified on the record. A copy of the detailed well record is included in Appendix D. As the well was installed in Skaha Park, the well could potentially be used for irrigation. The property is serviced by municipal water, and therefore the well is not likely used for drinking water.

Levelton considers the freshwater aquatic life, irrigation and drinking water use remediation standards to apply at the Site. The Site specific factors are outlined in Table 3.

According to BCMOE Technical Guidance #15, if groundwater monitoring wells are installed within 10 m of Skaha Lake, groundwater would be subject to the surface water criteria rather than the groundwater criteria. The closest well, 12-SL3-MW installed on-site was 11.0 m from the high water mark of Skaha Lake. Therefore, the surface water criteria are not applicable.

Table 3: Applicable Site-Specific Standards

<table>
<thead>
<tr>
<th>SITE-SPECIFIC FACTORS</th>
<th>APPLICABILITY</th>
<th>RATIONALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intake of Contaminated Soil</td>
<td>Yes</td>
<td>Applicable at all sites.</td>
</tr>
<tr>
<td>Groundwater used for drinking water</td>
<td>Yes</td>
<td>The drinking water standards are applicable at all sites unless the underlying aquifers hydraulic conductivity and yield proves that it is not capable of being a drinking water source.</td>
</tr>
<tr>
<td>Toxicity to soil invertebrates and plants</td>
<td>Yes</td>
<td>Applicable at all sites.</td>
</tr>
<tr>
<td>Groundwater flow to surface water used by freshwater aquatic life</td>
<td>Yes</td>
<td>Skaha Lake is directly west and adjacent to the Site. Creeks are also located on the south portion of the Site and to the east and south.</td>
</tr>
<tr>
<td>Groundwater used for livestock watering</td>
<td>No</td>
<td>No lands observed within a 0.5 km radius of the Site were used to raise livestock.</td>
</tr>
<tr>
<td>Groundwater used for irrigation</td>
<td>Yes</td>
<td>Three wells were identified within 0.5 km radius of the Site, including one about 80 m east from the Site.</td>
</tr>
</tbody>
</table>

Therefore, the following standards currently apply to the Site:
9.0 SOIL AND GROUNDWATER INVESTIGATION SCHEDULE AND METHODOLOGY

9.1 FIELD WORK SCHEDULE

Levelton completed a BC One Call before undertaking sub-surface investigations at the Site. Information obtained from the BC One Call was passed on to 4Life Utility Locates of Kelowna, BC, a private utility locator retained to assess the presence of underground utilities at the proposed investigation locations. Levelton completed utility locates on 17 September 2012. Drilling was conducted 18 September 2012 by Blue Max Environmental Drilling Inc. of Port Coquitlam, BC (Blue Max). Development of the monitoring wells took place on 19 September 2012, with groundwater sampling occurring on 24 September 2012. A vertical and horizontal survey was conducted by McElhanney Associates Professional Land Surveyors of Penticton, BC on 24 September 2012.

Additional groundwater sampling events were conducted on 17 January 2013 and 14 February 2013.

A copy of selected photographs captured during the investigation is provided in Appendix B.

9.2 DRILLING, SOIL SAMPLING AND INSTALLATION OF MONITORING WELLS

Drilling was conducted by Blue Max using a truck-mounted drill rig. Three boreholes were drilled, all completed with monitoring wells.

The three monitoring wells were constructed of 2” (51 mm) PVC Schedule 40 slotted and solid pipes. The slotted pipe was used in the screened portion of the monitoring well in the vicinity of the groundwater table. Bentonite seals provided ranged from 0.15 m to 0.45 m thick. Silica sand was used to fill the annulus of the monitoring wells. All wells were completed with flush to grade road boxes encased in concrete in order to protect the PVC monitoring well casings. The locations of the installed monitoring wells are indicated on Figure 3 (Appendix A). Borehole logs showing well installation details are included in Appendix C.

During drilling, auger flights were advanced in approximately 1.5 m lengths to allow for sampling and
visual logging of soil conditions. Soil logging was conducted by visually observing soil conditions when the auger flights were removed from the boreholes during the drilling. Grab soil samples were collected from the auger flights and were immediately transferred into laboratory-supplied pre-cleaned jars. The laboratory-supplied pre-cleaned glass jars had Teflon lids. Permanent markers were used for marking the lids and sample jars with the appropriate sample identification number or reference. Levelton’s field scientist wore new nitrile powder-free gloves prior to collecting each soil sample. Soil samples were also transferred into plastic bags and were allowed to equilibrate with the ambient temperature for approximately 10 minutes after which Levelton monitored soil-gas in the plastic bags using a MiniRAE 2000™ (PID). Headspace vapour readings for soil samples were recorded in the field notes. Considerations for selection of soil samples for laboratory analyses included field indications of potential contamination such as headspace readings, odour, soil stratigraphic layer, location of the soil sample with respect to the water table and the potential for contamination in different layers. Soil samples were submitted to CARO in Kelowna, BC for laboratory analyses of PCOCs.

End of holes (EOH) were extended to a depth of 3.0 m below ground surface (bgs) for the three boreholes. Details of the soil sampling program are presented in Table 4 below and in the detailed borehole logs in Appendix C.

Table 4: Borehole Soil Sampling Program

<table>
<thead>
<tr>
<th>BOREHOLE NO.</th>
<th>APEC</th>
<th>EOH</th>
<th>COMPLETED AS WELL</th>
<th>PCOCs</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-SL1-MW</td>
<td>1</td>
<td>3.0m</td>
<td>Y</td>
<td>LEPH/HEPH, PAH, BTEX, VPH, MTBE, VPH</td>
</tr>
<tr>
<td>12-SL2-MW</td>
<td>1</td>
<td>3.0m</td>
<td>Y</td>
<td>LEPH/HEPH, PAH, BTEX, VPH, MTBE, VPH</td>
</tr>
<tr>
<td>12-SL3-MW</td>
<td>1</td>
<td>3.0m</td>
<td>Y</td>
<td>LEPH/HEPH, PAH, BTEX, VPH, MTBE, VPH, Metals</td>
</tr>
</tbody>
</table>

Notes
LEPH/HEPH – Light / Heavy Extractable Petroleum Hydrocarbons
PAH – Polycyclic Aromatic Hydrocarbons
BTEX – Benzene, Toluene, Ethylbenzene, Xylene
MTBE - Methyl tert-butyl ether
VPH – Volatile Petroleum Hydrocarbons

9.3 DEVELOPMENT AND PURGING OF MONITORING WELLS

Waterra™ tubing and foot valves were used to develop the three monitoring wells approximately 24 hours after installation. In all cases, at least five casing volumes were removed during development. During purging, water from 12-SL1-MW and 12-SL2-MW was initially yellowish-brown and cloudy. Water from 12-SL3-MW was gray and cloudy. Once development took place groundwater was clearer, with a faint colour remaining. No sheen, skin or odour was observed during development.
9.4 GROUNDWATER SAMPLING

Levelton employed low-flow techniques with a peristaltic pump to purge and sample groundwater in the three monitoring wells. Prior to sampling the wells, a volume of water equal to one casing volume was removed from each monitoring well. Following the removal of the required casing volume, pH, temperature and conductivity measurements were recorded at 0.5 L volume intervals to ensure that the groundwater collected was representative. Monitoring wells were sampled for PCOCs when the difference between two consecutive readings of pH, temperature and conductivity was less than 5%.

The peristaltic pump was used to collected groundwater samples analysed for LEPHw, HEPHw and PAH. A dedicated bailer with a VOC tip was used to collect the VOC groundwater samples which included BTEX, MTBE and VPH.

The following table outlines the containers, preservatives and protocol applied to each groundwater sample type.

Table 5: Groundwater Sampling Containers, Preservative and Protocols

<table>
<thead>
<tr>
<th>PCOCs</th>
<th>DETAILS</th>
<th>SAMPLING PROTOCOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEPHw/HEPHw, PAH</td>
<td>1L amber glass, no preservative</td>
<td>Peristaltic Pump</td>
</tr>
<tr>
<td>VOCs (including BTEX, VPH, MTBE)</td>
<td>2 x 40ml glass, NaHSO₄</td>
<td>Plastic bailer, VOC tip</td>
</tr>
<tr>
<td>Lead</td>
<td>1 x 125ml plastic, HNO₃</td>
<td>Peristaltic Pump, field filtered</td>
</tr>
</tbody>
</table>

The groundwater sampling and analytical program consisted of all three wells being sampled for LEPHw, HEPHw, PAH and VOCs including BTEX, VPH and MTBE on .

A discussion of the results of these analyses is included in Section 13.0.

10.0 QUALITY ASSURANCE / QUALITY CONTROL

In order to provide confidence in the field data collected from the Site, a Quality Control/Quality Assurance (QA/QC) component was included in the sampling program. The field QA/QC component is summarized below. The laboratory chosen to conduct analyses on soil and groundwater samples collected during this project have their own internal QA/QC program, which is also summarized below.

Table 6: Field and Laboratory QA/QC

<table>
<thead>
<tr>
<th>Field QA/QC</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field</td>
<td>Field equipment were cleaned, calibrated and maintained in good working condition. Common equipment were cleaned in the field, between each sampling location. New powder-free nitrile gloves were used for each sample collected. All tools were cleaned between samples. All sample containers were provided by the laboratory which were clean and sterile, and were appropriate for the parameters analyzed. All sample containers were labelled with the consultant’s name (i.e., Levelton), their respective sampling location identification, date</td>
</tr>
</tbody>
</table>
and project reference number. Samples were kept cool by storing and transporting them in a laboratory-supplied cooler with ice packs. Field duplicates were collected during the investigation program to ascertain field collection QA/QC procedures. Chain-of-custody protocol was followed.

| Laboratory QA/QC | CARO routinely analyses laboratory replicates, standard reference materials and method blanks as part of its internal QA/QC program. CARO also determines matrix spike recoveries (only for water samples) and surrogate spike recoveries (soil and water samples for volatiles and polycyclic aromatic hydrocarbons). Analytical results are compared to internal data quality objectives and results not meeting their internal QA/QC criteria are flagged. The laboratory results are reviewed by the chief project chemist and results are released when the data meets the internal data quality objectives of CARO. |

### 10.1 QA/QC FOR ANALYTICAL DATA

Levelton implemented a QA/QC program to evaluate the quality of sampling and analytical testing. Levelton collected and submitted blind duplicate soil and groundwater samples for analyses of PCOCs or COCs along with the other soil and groundwater samples collected during the investigation program.

The results of the duplicate analyses were evaluated using a statistic called relative percentage difference (RPD). The RPD between measured concentrations of a PCOC in a sample and the measured concentrations of a PCOC in a duplicate sample was calculated as follows:

$$ RPD(\%) = 100 \times \frac{\text{ABS}(X_1 - X_2)}{(X_1 + X_2)/2} $$

- **ABS** = Absolute Value
- **$X_1$** = Measured concentration in the original sample
- **$X_2$** = Measured concentration in the duplicate sample

RPD values exceeding 20% were adopted (when detection concentrations were greater than at least five times the method detection limit) as the screening threshold to identify where explanation for excessive analytical variation is required.

Because analytical error increases near the method detection limit (MDL), an RPD calculation should be only applied when the measured concentration in both samples is greater than five times the MDL, referred to as practical quantification limit (PQL).

Results of the field QA/QC for soil and groundwater samples collected during this investigation are discussed in Section 14.0.
11.0 GENERAL FIELD OBSERVATIONS

11.1 SOIL STRATIGRAPHY

Soil stratigraphy was logged at each investigation location and detailed borehole logs are presented in Appendix C. All three boreholes encountered a 75 mm surface layer of asphalt followed by 0.3 m to 0.4 m of sand and gravel fill. Boreholes 12-SL1-MW and 12-SL2-MW contained sandy silt fill and a silty sand fill to the end of hole, respectively. No staining or discolouration was observed.

11.2 SOIL - ODOUR AND SOIL - GAS MEASUREMENTS

Soil-gas concentrations were measured in soil samples collected from borehole locations using a PID. Results are presented in the table below.

Table 7: Soil Vapour Measurements

<table>
<thead>
<tr>
<th>SAMPLE ID AND DEPTH</th>
<th>PID SOIL VAPOURS (PPM_v)</th>
<th>SAMPLE ID AND DEPTH</th>
<th>PID SOIL VAPOURS (PPM_v)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:12-SL1-MW@0.3m">12-SL1-MW@0.3m</a></td>
<td>1.6</td>
<td><a href="mailto:12-SL3-MW@0.15m">12-SL3-MW@0.15m</a></td>
<td>1.1</td>
</tr>
<tr>
<td><a href="mailto:12-SL1-MW@0.5m">12-SL1-MW@0.5m</a></td>
<td>0.1</td>
<td><a href="mailto:12-SL3-MW@0.9m">12-SL3-MW@0.9m</a></td>
<td>5.5</td>
</tr>
<tr>
<td><a href="mailto:12-SL1-MW@1.4m">12-SL1-MW@1.4m</a></td>
<td>1.7</td>
<td><a href="mailto:12-SL3-MW@1.8m">12-SL3-MW@1.8m</a></td>
<td>5.5</td>
</tr>
<tr>
<td><a href="mailto:12-SL1-MW@1.8m">12-SL1-MW@1.8m</a></td>
<td>1.2</td>
<td><a href="mailto:12-SL3-MW@2.9m">12-SL3-MW@2.9m</a></td>
<td>1.6</td>
</tr>
<tr>
<td><a href="mailto:12-SL1-MW@2.7m">12-SL1-MW@2.7m</a></td>
<td>1.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:12-SL2-MW@0.15m">12-SL2-MW@0.15m</a></td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:12-SL2-MW@0.5m">12-SL2-MW@0.5m</a></td>
<td>0.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:12-SL2-MW@1.3m">12-SL2-MW@1.3m</a></td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:12-SL2-MW@1.8m">12-SL2-MW@1.8m</a></td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-SL2-MW@2.7</td>
<td>2.5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No odorous soil was noted during the logging of the soil at the borehole locations. The observed PID readings indicate a low potential for contamination due to volatile regulated compounds.

11.3 SITE HYDROGEOLOGY

A survey of the borehole locations was performed on 24 September 2012 by McElhanney Associates Land Surveyors. The top of the PVC pipe casings and grade elevations of the borehole and monitoring well locations were surveyed.

Table 8 below summarizes the relative elevations of the top-of-pipe, grade and water table elevations for each monitoring well location installed by Levelton during the investigation.
Table 8: Site Survey Results

<table>
<thead>
<tr>
<th>WELL NUMBER</th>
<th>WELL GRADE ELEVATION (m)</th>
<th>DEPTH TO END OF WELL (m)</th>
<th>TOP OF PIPE (m)</th>
<th>DEPTH TO GROUNDWATER FROM TOP OF PIPE (m)</th>
<th>DATE MEASURED</th>
<th>GROUNDWATER ELEVATION (m)</th>
<th>DEPTH TO GROUNDWATER BELOW GRADE (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-SL1-MW</td>
<td>338.838</td>
<td>3.07</td>
<td>338.751</td>
<td>0.715</td>
<td>24 Sept 2012</td>
<td>338.036</td>
<td>0.802</td>
</tr>
<tr>
<td>12-SL2-MW</td>
<td>338.763</td>
<td>3.08</td>
<td>338.688</td>
<td>0.627</td>
<td>24 Sept 2012</td>
<td>338.066</td>
<td>0.702</td>
</tr>
<tr>
<td>12-SL3-MW</td>
<td>339.103</td>
<td>3.09</td>
<td>339.014</td>
<td>1.120</td>
<td>24 Sept 2012</td>
<td>337.894</td>
<td>1.209</td>
</tr>
</tbody>
</table>

AVERAGE DEPTH TO GROUNDWATER **0.904**

Note: Elevations are accurate to + or – 3mm. Elevations are based on Geodetic Control Monument 97H2179.

Groundwater contours are presented on Figure 6 (Appendix A). The groundwater gradient direction on-site was determined to be southwest, which is consistent with the topography of the area and the location of Skaha Lake. The hydraulic gradient was calculated to be approximately 0.0068 m/m, representing an average drop of 6.8 mm per horizontal metre across the Site.

12.0 INVESTIGATION LOCATIONS AND ANALYTICAL RESULTS

The locations of the monitoring wells at the Site are presented on Figure 3 in Appendix A. Detailed analytical results of the soil and groundwater are shown on Figure 4 and Figure 5 in Appendix A. Tabulated results of the soil and groundwater analyses are included in Appendix E. Appendix F and Appendix G contain Chain-of-Custody forms and Laboratory Certificates for the analytical data obtained from CARO, respectively.

Two of the three monitoring wells were installed in the vicinity of the one APEC identified in Levelton’s Stage 1 PSI dated July 2012. A third well was installed in an area where the groundwater flow direction and hydraulic gradient could be calculated.

Three additional boreholes were initially attempted in the centre of the historical UST nest in the vicinity of 12-SL1-MW; however, auger refusal was encountered in all boreholes at a depth of 1.0 m. One borehole was also attempted to be drilled in the western portion of the UST nest but resulted in auger refusal. A fence impeded moving the borehole further west and downgradient of the UST nest. All of the attempted boreholes were backfilled with cuttings and sealed with concrete at grade. According to the Site representative, Mark Attrill, the UST tank nest was backfilled with boulders which is likely caused the auger refusal.

12.1 ANALYTICAL RESULTS

All soil and groundwater results for the PCOCs analyzed in the APEC (12-SL1-MW and 12-SL2-MW) were below the laboratory method detection limit and the applied standards.

Soil samples for the PCOCs analyzed in the borehole placed on the south side of the marina building (12-SL3-MW) were also below the laboratory method detection limits and the applied PL/RL soil
criteria. Metals analyses were below all applied soil criteria.

Analytical data for the groundwater sample collected on 24 September 2012 from 12-SL3-MW revealed that the pyrene concentration of 0.46 µg/L in 12-SL3-MW exceeded the CSR Freshwater Aquatic Life (AW) criteria of 0.2 µg/L. Concentrations of MTBE (1.4 µg/L and 1.4 µg/L), benzene (2.5 µg/L and 2.4 µg/L) and xylenes (4.0 µg/L and 3.9 µg/L) were detected in 12-SL3-MW and the corresponding groundwater duplicate sample, respectively. MTBE, benzene and xylene were below the applicable groundwater standards.

The results of the subsequent sampling events of 12-SL3-MW on 17 January 2013 and 14 February 2013 revealed concentrations of pyrene, MTBE, benzene and xylene below the laboratory detection limits. Groundwater samples were also collected from 12-SL1-MW, 12-SL2-MW and 12-SL3-MW on 17 January 2013 for dissolved lead. All results were below the laboratory detection limit and the applicable standards.

13.0 DISCUSSION OF ANALYTICAL RESULTS

Analytical results of the soil samples collected did not reveal the presence of contamination (concentrations of regulated substances above the CSR PL/RL standards) in relation to the identified APEC.

Groundwater samples collected from 12-SL1-MW and 12-SL2-MW revealed concentrations of petroleum hydrocarbons below the laboratory detection limits and therefore below the applicable standards.

The concentration of pyrene identified in the groundwater sample collected on 24 September 2012 from 12-SL3-MW exceeded the Freshwater Aquatic Life standard. Detectable concentrations of MTBE, benzene and xylene were also noted in the groundwater sample, although the concentrations were less than the applicable standards.

Monitoring well 12-SL3-MW was re-sampled on 17 January 2013 and 14 February 2013. The analytical results revealed concentrations of pyrene, MTBE, benzene and xylene below the laboratory detection limits for both sampling events.

14.0 RESULTS OF THE QA/QC PROGRAM

14.1 FIELD QA/QC

Samples were submitted to CARO within 72 hours of sampling and were extracted within seven days of collection. Analyses were completed prior to the applicable sample hold times.

The field QA/QC program specified the collection of one duplicate sample for every ten samples collected. Three soil samples and three groundwater samples were submitted for analyses. One soil and one groundwater duplicate sample were analyzed alongside the parent samples. The duplicate soil sample was analyzed for LEPH/HEPH, PAH and duplicate water sample for VOCs.
Relative percent difference (RPD) values for parent and duplicate sample results are calculated and included in the analytical tables in Appendix E. The parent and duplicate parameters were below the laboratory method detection limits for the soil sample and therefore the RPD could not be calculated. The groundwater RPD values were calculated for benzene, MTBE and xylenes and were found to be below the recommended 20% difference. Levelton accepted the results of the Field QA/QC.

### 14.2 LABORATORY QA/QC

Levelton reviewed the laboratory QA/QC data provided by CARO and Exova in the laboratory certificates. The laboratory certificates included results for Laboratory blanks, replicates and reference samples. They also included results of the laboratory’s calibration check.

The laboratory runs blanks to determine if their analytical instruments are clean and do not positively bias sample results. Reference samples are analyzed to determine if recoveries are within the range allowed by the BCMOE. Replicates are analyzed to prove that the analytical results for the duplicate sample are within the allowable range of laboratory acceptance, in accordance with the BCMOE laboratory manual and procedures.

Levelton identified issues pertaining to the laboratory QA/QC provided in the CARO laboratory certificates for the soil and groundwater samples analyzed in September 2012. The outliers relevant to detected PCOCs in soil are summarized below. No outliers were found in the groundwater results related to the detected PCOCs.

<table>
<thead>
<tr>
<th>Work Order</th>
<th>Reference</th>
<th>Parameter</th>
<th>Issue</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil - 2091175</td>
<td>B2I0936-BS1</td>
<td>Benzene</td>
<td>REC% = 122%</td>
<td>85-120% (SPK)</td>
</tr>
</tbody>
</table>

The QC qualifier included in the laboratory certificate 2091175 stated the following: “SPK - Recovery of one or more analytes on Blank Spike (BS) analysis are outside of control limits. Data accepted based on acceptable performance of other batch QC.” Thereby, the analytical results provided by CARO were considered to be reliable. The results of CARO’s internal laboratory QA/QC samples are included in each of the attached laboratory certificates in Appendix G.

The QA/QC reports from Exova did not contain any quality control issues.

### 15.0 CONCLUSIONS

A Stage 2 Preliminary Site Investigation (PSI) was conducted at the Site between September 2012 and February 2013 during which a total of three boreholes completed as monitoring wells were drilled at the Site to a maximum depth of 3.0 m below grade. Two of the three monitoring wells were installed within the one area of potential environmental concern identified in Levelton’s Stage 1 PSI dated July 2012. The third well was installed in southern portion of the Site to facilitate calculation of the groundwater flow direction across the Site.

Soil collected from below the groundwater table at the closest investigation locations (12-SL1-MW and
Groundwater samples collected from all the monitoring wells did not reveal the presence of PCOCs above the applicable CSR AW, IW or DW Standards, with the exception of pyrene in 12-SL3-MW that exceeded the AW standard. Detectable concentrations of MTBE, benzene and xylene, below the applicable standards, were also identified in 12-SL3-MW.

As the concentration of pyrene was relatively close to the CSR AW standards, additional groundwater sampling events in January 2013 and February 2013 were completed to confirm/refute the initial results. Two subsequent negative monitoring events are required to refute a false positive result. All laboratory results revealed concentrations below the laboratory detection limits and the applicable standards for the subsequent testing events.

16.0 RECOMMENDATIONS

Based on the soil and groundwater analytical results of this Stage 2 PSI investigation, no further intrusive sub-surface investigations are required at the Site at this time.

Housekeeping practices including the proper storage of automotive fluids, spill prevention procedures, and waste handling practices should be reviewed to prevent the potential for spills. All wastes should be disposed of at approved facilities and temporarily stored in appropriate containers. All waste oil storage tanks should follow the recommendations in Section 4.3 of the 2006 BC Fire Code, including adequately installing, supporting, venting and providing secondary containment for the tank(s).

Levelton understands that the City would like to obtain a Ministry of Environment Instrument for the Site prior to redevelopment. As Penticton Yamaha & Marine continues to operate on-site, a CSR Schedule 2 Activity G4 – Boat repair and maintenance, the Site condition should be re-evaluated after the on-site Schedule 2 Activity ceases.

The contents of the drums containing soil auger cuttings can be re-distributed on-site as concentrations of the analyzed PCOCs were below the laboratory detection limits. The drum containing purged groundwater should be disposed of at an approved facility as detectable concentrations of PCOCs were revealed in the September 2012 sampling event.

17.0 PROFESSIONAL STATEMENT

As required under Part 16, Section 63 of the “Environmental Management Act”, Contaminated Sites Regulations (CSR, BC Reg. 375/96 including amendments up to BC Reg. 97/2011), Levelton confirms that:

1. The Site investigation report has been prepared in accordance with requirements of the Act and the regulation; and

2. The person(s) signing this report has (have) demonstrable experience in conducting investigations of this type and are familiar with the investigation completed at the Site.
18.0 ROLES AND RESPONSIBILITIES

**Mr. Neil Shah, P.Eng., Principal**

Mr. Shah provided the final review of the report prepared for the Site. Mr. Shah has 25 years of experience with environmental and process engineering. Mr. Shah is concerned exclusively with assessments of sites for contamination, development of remediation programs and provision of field supervision services. Neil has supervised the completion of several hundred Phase I and 2 ESAs or Stage 1 and 2 PSIs in the Province of British Columbia along with numerous contaminated site remediation. He has been a senior reviewer on several projects and has authored reports submitted to various regulatory bodies.

**Ms. Gina Spencer, B.S. Eng., EIT, Environmental Project Manager**

Ms. Spencer holds a degree in Civil Engineering with over 3 years experience in environmental engineering projects in British Columbia and over 8 years of experience in civil/geotechnical engineering projects including four years of project management experience in the land development and construction industries. Ms. Spencer has conducted over 100 Stage 1 Preliminary Site Investigations, numerous Stage 2 Preliminary Site Investigations, Detailed Site Investigations, underground storage tank removals and remediation projects for a variety of clients in British Columbia.

**Daryl Schwarz, B.Sc., P.Ag. – Intermediate Environmental Scientist**

Mr. Daryl Schwarz has over 13 years of experience in the environmental industry including seven years completing and reviewing Stage 1 and 2 Preliminary Site Investigations, Detailed Site Investigations and remediation projects. He has a diploma in Water Quality Technology and a degree in Environmental Science. His areas of expertise include environmental site assessment and remediation and hazardous materials and asbestos surveys.
19.0 CLOSURE

Levelton has prepared this report exclusively for City of Penticton. The BC Ministry of Environment and the BCMOE Approved Professional reviewing this report may rely on the report. The conclusions made in this report reflect Levelton’s best judgement in light of the information available at the time of preparation. No other warranty, expressed or implied, is made. Any use which a third party makes of this report, or any reliance on or decisions to be made or actions based on it, are the responsibility of such third parties. Levelton accepts no responsibility for damages, if any, suffered by a third party as a result of decisions made or actions based on this report. The standard limitations of this report are provided in Appendix H. Your attention is also drawn to the conditions outlined in the “Terms of Engagement” which will be applicable to this report.

Respectfully Submitted,
Levelton Consultants Ltd.

Prepared By: Reviewed By:

Original Signed By:  Original Signed By:
Per: ______________________________  Per: ______________________________
Daryl Schwarz, B.Sc., P.Ag.
Intermediate Environmental Scientist

Gina Spencer, B.Sc. Eng., EIT
Environmental Project Manager

Senior Reviewer:

Original Signed and Sealed By:
Per: ______________________________
Principal, Soil and Water Group
BC Mainland Environmental Division
APPENDIX A: FIGURES
### APEC DESCRIPTION PCOCs SOURCE

<table>
<thead>
<tr>
<th>APEC</th>
<th>DESCRIPTION</th>
<th>PCOCs</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Former UST tank nest to the north of the marina building</td>
<td>LEPH/HEPH/PAHs, VOCs including BTEX/ VPHs/ MTBE, Lead</td>
<td>Gasoline</td>
</tr>
</tbody>
</table>

**Site Plan: APEC and PCOCs**

Stage 2 Preliminary Site Investigation

124 South Beach Drive, Penticton, BC

City of Penticton

**LEGEND**

- SUBJECT SITE
- APEC

**SCALE**

0 50 100 150m

**FIGURE SOURCED FROM THE CITY OF PENTICTON GIS MAPS**
Monitoring Well Locations
Stage 2 Preliminary Site Investigation
124 South Beach Drive, Penticton, BC
City of Penticton

LEGEND
- SUBJECT SITE
- MONITORING WELL

SCALE
0 10 20 30m

SRW PLAN KAPS9110
SRW PLAN A2550

SKAHA LAKE
APPROXIMATE HWM ACCORDING TO CITY OF PENTICTON MAPPING

MARINA
CITY OF PENTICTON MAPPING

LEVELTON CONSULTANTS LTD.
1505-8877 South 97th Street, Tel: 250-495-9778
Fax: 250-495-9779

LEVELTON

4

-362-
Detailed Soil Analytical Results
Stage 2 Preliminary Site Investigation
124 South Beach Drive, Penticton, BC
City of Penticton
### Detailed Groundwater Analytical Results

#### Stage 2 Preliminary Site Investigation

124 South Beach Drive, Penticton, BC

City of Penticton

<table>
<thead>
<tr>
<th>Sample Location</th>
<th>Date Range</th>
<th>LEPHw/HEPHw/PAHw</th>
<th>VOC/BTEX/VPHw</th>
<th>Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-SL1-MW</td>
<td>24-Sep-12 to 17-Jan-13</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sample Location</th>
<th>Date Range</th>
<th>LEPHw/HEPHw/PAHw</th>
<th>VOC/BTEX/VPHw</th>
<th>Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-SL2-MW</td>
<td>24-Sep-12 to 17-Jan-13</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sample Location</th>
<th>Date Range</th>
<th>LEPHw/HEPHw/PAHw</th>
<th>VOC/BTEX/VPHw</th>
<th>Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-SL3-MW</td>
<td>24-Sep-12 to 17-Jan-13</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
</tr>
</tbody>
</table>

---

### Legend

- **Subject Site**
- **Monitoring Well**
- **Sample Meets Applicable CSR Standards**
- **Sample Exceeds Applicable CSR Standards**
- **ND - Not Detected**

---

**Map Details:**

- **Scale:**
  - 0, 10, 20, 30m

- **Legend:**
  - Subject Site
  - Monitoring Well
  - Sample Meets Applicable CSR Standards
  - Sample Exceeds Applicable CSR Standards
  - ND - Not Detected
APPENDIX B: PHOTOGRAPH
Photograph 1: View of auger drill cuttings for 12-SL1-MW. Similar to 12-SL2-MW.

Photograph 2: Drilling of 12-SL2-MW. Four auger refusal holes shown in foreground and 12-SL1-MW seen in the middle left portion of photo.
Photograph 3: Backfilling of 12-SL1-MW with silica sand.

Photograph 4: Soil cuttings drum and purge water drum. Silty purge water seen in white bucket.
Photograph 5: Typical groundwater clarity prior to sampling. Bailer sample collected at 12-SL3-MW seen in photo.

Photograph 6: Typical peristaltic pump groundwater sampling setup.
APPENDIX C: BOREHOLE LOGS
APPENDIX D: WATER WELL RECORD
Report 1 - Detailed Well Record

<table>
<thead>
<tr>
<th>Well Tag Number: 61283</th>
<th>Construction Date: 1991-03-21 00:00:00.0</th>
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</thead>
<tbody>
<tr>
<td>Owner: PETER GROSSMAN</td>
<td>Driller: Capri Drilling</td>
</tr>
<tr>
<td>Address: SKAHA PARK EAST</td>
<td>Plate Identification Plate Number:</td>
</tr>
<tr>
<td>Area: PENTICTON</td>
<td>Plate Attached By:</td>
</tr>
<tr>
<td></td>
<td>Where Plate Attached:</td>
</tr>
<tr>
<td>WELL LOCATION:</td>
<td>PRODUCTION DATA AT TIME OF DRILLING:</td>
</tr>
<tr>
<td>SIMILKAMEEN Land District</td>
<td>Well Yield: 0 (Driller's Estimate)</td>
</tr>
<tr>
<td>District Lot: 189 Plan: 9936 Lot: A</td>
<td>Development Method:</td>
</tr>
<tr>
<td>Township: Section: Range:</td>
<td>Pump Test Info Flag:</td>
</tr>
<tr>
<td>Indian Reserve: Meridian: Block:</td>
<td>Artesian Flow:</td>
</tr>
<tr>
<td>Quarter:</td>
<td>Artesian Pressure (ft):</td>
</tr>
<tr>
<td>Island:</td>
<td>Static Level: 7 feet</td>
</tr>
<tr>
<td>BCGS Number (NAD 27): 082E043311 Well: 7</td>
<td>WATER QUALITY:</td>
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<td>Class of Well:</td>
<td>Character:</td>
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<tr>
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<td>Odour:</td>
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<td>Well Use: Other</td>
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<td>Observation Well Status:</td>
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<tr>
<td>Construction Method: Drilled</td>
<td>Site Info (SEAM):</td>
</tr>
<tr>
<td>Diameter: 8.0 inches</td>
<td>Water Utility:</td>
</tr>
<tr>
<td>Casing drive shoe:</td>
<td>Water Supply System Name:</td>
</tr>
<tr>
<td>Well Depth: 80 feet</td>
<td>Water Supply System Well Name:</td>
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<tr>
<td>Elevation: 0 feet (ASL)</td>
<td>SURFACE SEAL:</td>
</tr>
<tr>
<td>Final Casing Stick Up: inches</td>
<td>Flag:</td>
</tr>
<tr>
<td>Well Cap Type:</td>
<td>Material:</td>
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<tr>
<td>Bedrock Depth: feet</td>
<td>Method:</td>
</tr>
<tr>
<td>Lithology Info Flag:</td>
<td>Depth (ft):</td>
</tr>
<tr>
<td>File Info Flag:</td>
<td>Thickness (in):</td>
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<tr>
<td>Sieve Info Flag:</td>
<td>WELL CLOSURE INFORMATION:</td>
</tr>
<tr>
<td>Screen Info Flag:</td>
<td>Reason For Closure:</td>
</tr>
<tr>
<td>Screen from to feet</td>
<td>Method of Closure:</td>
</tr>
<tr>
<td>Casing from to feet</td>
<td>Closure Sealant Material:</td>
</tr>
<tr>
<td></td>
<td>Closure Backfill Material:</td>
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<tr>
<td>GENERAL REMARKS:</td>
<td>Details of Closure:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Screen from to feet</th>
<th>Type</th>
<th>Slot Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casing from to feet</td>
<td>Diameter</td>
<td>Material</td>
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</tbody>
</table>

LITHOLOGY INFORMATION:
- From 0 to 1 Ft. Top soil
- From 1 to 5 Ft. Fine sand
- From 5 to 7 Ft. Coarse brown sand
<table>
<thead>
<tr>
<th>Depth Interval</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 7 to 9 Ft.</td>
<td>Grey sand wet @ 7'</td>
</tr>
<tr>
<td>From 9 to 13 Ft.</td>
<td>Fine grey sand</td>
</tr>
<tr>
<td>From 13 to 40 Ft.</td>
<td>Very silty grey sand</td>
</tr>
<tr>
<td>From 40 to 46 Ft.</td>
<td>Clay</td>
</tr>
<tr>
<td>From 46 to 48 Ft.</td>
<td>Silt &amp; gravel</td>
</tr>
<tr>
<td>From 48 to 80 Ft.</td>
<td>Grey silty clay</td>
</tr>
</tbody>
</table>

**Information Disclaimer**

The Province disclaims all responsibility for the accuracy of information provided. Information provided should not be used as a basis for making financial or any other commitments.
APPENDIX E: ANALYTICAL DATA TABLES
## Table 4

### Results of Groundwater Samples

**Petroleum Hydrocarbon Analyses**

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Sample Date</th>
<th>RDL</th>
<th>12-SL1-MW</th>
<th>12-SL2-MW</th>
<th>12-SL3-MW</th>
<th>SL-Dup 1</th>
<th>RPD (%)</th>
<th>12-SL3-MW</th>
<th>RPD (%)</th>
<th>CSR AW (1)</th>
<th>CSR IW (1)</th>
<th>CSR DW (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPHw (10-19)</td>
<td>24-Sep-12</td>
<td>100</td>
<td>&lt;100</td>
<td>&lt;100</td>
<td>112</td>
<td>-</td>
<td>&lt;100</td>
<td>-</td>
<td>&lt;100</td>
<td>-</td>
<td>5000</td>
<td>5000</td>
</tr>
<tr>
<td>LEPHw</td>
<td>24-Sep-12</td>
<td>100</td>
<td>&lt;100</td>
<td>&lt;100</td>
<td>112</td>
<td>-</td>
<td>&lt;100</td>
<td>-</td>
<td>&lt;100</td>
<td>-</td>
<td>500</td>
<td>NS</td>
</tr>
<tr>
<td>EPHw (19-32)</td>
<td>24-Sep-12</td>
<td>100</td>
<td>&lt;100</td>
<td>&lt;100</td>
<td>108</td>
<td>-</td>
<td>-</td>
<td>108</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>HEPHw</td>
<td>24-Sep-12</td>
<td>100</td>
<td>&lt;100</td>
<td>&lt;100</td>
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<td>-</td>
<td>-</td>
<td>108</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>Total PAH</td>
<td>17-Jan-13</td>
<td>0.3</td>
<td>&lt;0.30</td>
<td>&lt;0.30</td>
<td>0.46</td>
<td>-</td>
<td>&lt;0.30</td>
<td>-</td>
<td>&lt;0.30</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>VHW (6-10)</td>
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<td>&lt;100</td>
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<td>&lt;50</td>
<td>&lt;50</td>
<td>-</td>
<td>15000</td>
<td>15000</td>
<td>15000</td>
</tr>
<tr>
<td>VPHw</td>
<td>17-Jan-13</td>
<td>100</td>
<td>&lt;100</td>
<td>&lt;100</td>
<td>100</td>
<td>-</td>
<td>&lt;50</td>
<td>&lt;50</td>
<td>-</td>
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<tr>
<td>Benzene</td>
<td>17-Jan-13</td>
<td>0.5</td>
<td>&lt;0.5</td>
<td>&lt;0.5</td>
<td>2.5</td>
<td>2.4</td>
<td>4.1</td>
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<td>&lt;1</td>
<td>-</td>
<td>4000</td>
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<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>&lt;1.0</td>
<td>&lt;1</td>
<td>&lt;1</td>
<td>-</td>
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<td>NS</td>
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<td>&lt;1.0</td>
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<td>&lt;1.0</td>
<td>&lt;1</td>
<td>&lt;1</td>
<td>-</td>
<td>390</td>
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<td>Xylenes (total)</td>
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<td>2</td>
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<td>&lt;2.0</td>
<td>4</td>
<td>3.9</td>
<td>-</td>
<td>&lt;1</td>
<td>&lt;1</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
</tr>
</tbody>
</table>

### NOTES

- Results reported in µg/L (ppm) unless otherwise stated
- "-" - Not analyzed or value could not be calculated
- NS indicates that no standard applies
- RDL - Reported Detection Limit
- 1 - CSR Schedule 6, Generic Numerical Water Standard unless noted otherwise
- 2 - CSR Schedule 10, Generic Numerical Water Standard
- 3 - Standard to protect against taste and odour concerns
- RPD - Relative Percentage Difference

**BOLD** Sample concentration exceeds the applicable standard or criteria.

**BOLD** Sample concentration above method detection limit

**BOLD** RPD values exceed 20%
Table 4
Results of Groundwater Samples
Petroleum Hydrocarbon Analyses

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>RDL</th>
<th>12-SL3-MW</th>
<th>SL-Dup2</th>
<th>RPD (%)</th>
<th>CSR AW (1)</th>
<th>CSR IW (1)</th>
<th>CSR DW (1)</th>
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</thead>
<tbody>
<tr>
<td>EPHw (10-19)</td>
<td>100</td>
<td>&lt;100</td>
<td>-</td>
<td>-</td>
<td>5000</td>
<td>5000</td>
<td>5000</td>
</tr>
<tr>
<td>LEPHw</td>
<td>100</td>
<td>&lt;100</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>EPHw (19-32)</td>
<td>100</td>
<td>&lt;100</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>HEPHw</td>
<td>100</td>
<td>&lt;100</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>Total PAH</td>
<td>0.3</td>
<td>&lt;.30</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>VHw (6-10)</td>
<td>100</td>
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<td>&lt;50</td>
<td>-</td>
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<td>100</td>
<td>&lt;50</td>
<td>&lt;50</td>
<td>-</td>
<td>1500</td>
<td>NS</td>
<td>NS</td>
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<tr>
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<td>&lt;1</td>
<td>-</td>
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</tr>
<tr>
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<td>&lt;1</td>
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<td>&lt;1</td>
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<td>390</td>
<td>NS</td>
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<td>&lt;1</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
<td>300(3)</td>
</tr>
</tbody>
</table>

NOTES

Results reported in µg/L (ppm) unless otherwise stated
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1 - CSR Schedule 6, Generic Numerical Water Standard unless noted otherwise
2 - CSR Schedule 10, Generic Numerical Water Standard
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RPD - Relative Percentage Difference

**BOLD** Sample concentration exceeds the applicable standard or criteria.
**BOLD** Sample concentration above method detection limit
**BOLD** RPD values exceed 20%
### Table 5
Results of Groundwater Samples
PAH Analyses

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>RDL</th>
<th>12-SL1-MW</th>
<th>12-SL2-MW</th>
<th>12-SL3-MW</th>
<th>12-SL3-MW</th>
<th>CSR AW (1)</th>
<th>CSR IW (1)</th>
<th>CSR DW (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>24-Sep-12</td>
<td>24-Sep-12</td>
<td>24-Sep-12</td>
<td>17-Jan-13</td>
<td>14-Feb-13</td>
<td></td>
<td></td>
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<tr>
<td>Acenaphthene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>60</td>
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<td>Acenaphthylene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>Acridine</td>
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<td>&lt;0.10</td>
<td>&lt;0.10</td>
<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>0.5</td>
<td>NS</td>
</tr>
<tr>
<td>Anthracene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>1</td>
<td>NS</td>
</tr>
<tr>
<td>Benzo (a) anthracene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>1</td>
<td>NS</td>
</tr>
<tr>
<td>Benzo (a) pyrene</td>
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<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>0.1</td>
<td>NS</td>
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<tr>
<td>Benzo (b) fluoranthene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>Benzo (g,h,i) perylene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
<td>Benzo (k) fluoranthene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.02</td>
<td>&lt;0.02</td>
<td>NS</td>
<td>NS</td>
</tr>
<tr>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>1</td>
<td>NS</td>
</tr>
<tr>
<td>Dibenz (a,h) anthracene</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.01</td>
<td>&lt;0.01</td>
<td>NS</td>
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</tr>
<tr>
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<td>&lt;0.1</td>
<td>2</td>
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<td>&lt;0.01</td>
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<td>&lt;0.05</td>
<td>&lt;0.05</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>NS</td>
<td>NS</td>
</tr>
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<td>&lt;0.30</td>
<td>&lt;0.30</td>
<td>&lt;0.1</td>
<td>&lt;0.1</td>
<td>10</td>
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<td>&lt;0.10</td>
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<td>&lt;0.1</td>
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<td>Pyrene</td>
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<td>&lt;0.02</td>
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<td>&lt;0.34</td>
<td>&lt;0.3</td>
<td>34</td>
<td>NS</td>
</tr>
</tbody>
</table>

**NOTES**

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RPD - Relative Percentage Difference

**BOLD** Sample concentration exceeds the applicable standard or criteria.
**BOLD** Sample concentration above method detection limit
**BOLD** RPD values exceed 20%
## Table 6
Results of Groundwater Samples

### VOC Analyses

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Sample Date</th>
<th>RDL</th>
<th>12-SL1-MW</th>
<th>24-Sep-12</th>
<th>24-Sep-12</th>
<th>24-Sep-12</th>
<th>24-Sep-12</th>
<th>SL-Dup 1</th>
<th>RPD (%)</th>
<th>12-SL3-MW</th>
<th>17-Jan-13</th>
<th>17-Jan-13</th>
<th>RPD (%)</th>
<th>CSR AW (%)</th>
<th>CSR NW (%)</th>
<th>CSR DW (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>0.5</td>
<td>&lt;0.5</td>
<td>&lt;0.5</td>
<td>2.5</td>
<td>2.4</td>
<td>4.1</td>
<td>&lt;1</td>
<td>&lt;1</td>
<td>-</td>
<td>-</td>
<td>4000</td>
<td>NS</td>
<td>5</td>
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<td>&lt;1.0</td>
<td>&lt;1.0</td>
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<td>-</td>
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<td>NS</td>
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<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>-</td>
<td>-</td>
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<td>NS</td>
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<td>&lt;1.0</td>
<td>&lt;1.0</td>
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<td>&lt;1.0</td>
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<td>&lt;2.0</td>
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<td>&lt;1.0</td>
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<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>NS</td>
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</tr>
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<td>&lt;0.3</td>
<td>&lt;0.3</td>
<td>&lt;0.3</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>NS</td>
<td>NS</td>
<td>0.34</td>
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</tr>
<tr>
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<td>&lt;1.0</td>
<td>&lt;1.0</td>
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**NOTES**

Results reported in µg/L (ppm) unless otherwise stated

- "-" - Not analyzed or value could not be calculated
- NS indicates that no standard applies
- RDL - Reported Detection Limit
- CSR DW - Critical Source Water

Sample concentration exceeds the applicable standard or criteria.

**BOLD** Sample concentration above method detection limit

RPD - Relative Percentage Difference

Sample concentration above method detection limit

BOLD RPD values exceed 20%
### Table 6
Results of Groundwater Samples
VOC Analyses
Page 1 of 1

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**NOTES**

Results reported in µg/L (ppm) unless otherwise stated

"<" - Not analyzed or value could not be calculated

NS indicates that no standard applies

RDL - Reported Detection Limit

1 - CSR Schedule 6, Generic Numerical Water Standard unless noted otherwise

2 - CSR Schedule 10, Generic Numerical Water Standard

RPD - Relative Percentage Difference

**BOLD** Sample concentration exceeds the applicable standard or criteria

**BOLD** Sample concentration above method detection limit

**BOLD** RPD values exceed 20%
### Table 7

**Results of Groundwater Samples**

**Dissolved Lead Analysis**

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**NOTES**

Results reported in µg/L (ppm) unless otherwise stated

"-" - Not analyzed

NS indicates that no standard applies

1 - CSR Schedule 6, Generic Numerical Water Standard unless noted otherwise

**BOLD**

- Sample concentration exceeds the applicable standard or criteria.
- RPD values exceed 20%
APPENDIX F: CHAIN OF CUSTODY FORMS
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Date</th>
<th>Time</th>
</tr>
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<td>1-7-91</td>
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<td>1:0</td>
</tr>
</tbody>
</table>
Billing Address:
Company: Levelon Consultants
Address: 108-3877 Hwy 97N
Kelowna, BC V1V1P1

Copy of Report To:
Company: Levelon Consultants
Address:

Copy of Invoice:

Attention: Daryl Schwarz
Phone: 250-491-9778
Fax: 250-575-1739
e-mail: dschwarz@levelon.com

Attention: Gina Spencer
Phone: 
Fax: 
Cell: 
e-mail: gspencer@levelon.com

Report Result: 
Fax
Mail
Courier
e-mail
Fax
Mail
Courier
e-mail

Information to be included on Report and Invoice

Project ID: FV13-0008-00
Project Name: Penticton Yamaha
Project Location: 124 South Beach Dr, Penticton
Legal Location: 
PO#: FV13-0008-00
Proj. Acct. Code: 
Agreement ID: 

RUSH Please contact the laboratory to confirm rush dates and times before submitting samples.

Upon filling out this section, client accepts that surcharges will be attached to this analysis.

RUSH All Analysis As indicated
required on: [ ] or [ ]
Date Required: 
Signature: 
Exova Authorization:

FOR LAB USE ONLY
Condition of containers/coolers upon arrival at lab

Check here if Exova is required to report results directly to a regulatory body (Please include contact information)
Check here if you are testing POTABLE WATER for HUMAN CONSUMPTION

<table>
<thead>
<tr>
<th>Sample Identification</th>
<th>Location</th>
<th>Depth</th>
<th>Date/Time Sampled</th>
<th>Matrix</th>
<th>Sampling Method</th>
<th>Enter tests above (✓ relevant samples below)</th>
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</thead>
<tbody>
<tr>
<td>1 12-SL1-MW</td>
<td>124 South Bea</td>
<td>n/a</td>
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<td>Water</td>
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<td>[x]</td>
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<tr>
<td>2 12-SL2-MW</td>
<td>125 South Bea</td>
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<td>Water</td>
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<tr>
<td>3 12-SL3-MW</td>
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<td>Water</td>
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<td>4 DUP1</td>
<td>127 South Bea</td>
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<td>Water</td>
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<td>[x]</td>
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</tbody>
</table>

NOTE: All hazardous samples must be labelled according to WHIMIS guidelines.
**Billing Address:**
Company: Levelton Consultants  
Address: 108-3677 Hwy 97N  
Kelowna, BC V1V1P1

**Copy of Report To:**
Company: Levelton Consultants
Address:

**Copy of Invoice:**
Mail invoice to this address for approval

**Attention:** Gina Spencer  
Phone: 604-533-2992  
Fax: Mail  
Courier Fax  
e-mail: gspencer@levelton.com  
e-Service

**Information to be included on Report and Invoice**

- **Project ID:** FV13-0008-00  
- **Project Name:** Penticton Yamaha  
- **Project Location:** 124 South Beach Dr, Penticton  
- **Legal Location:**  
- **PO#:** FV13-0008-00  
- **Proj. Acct. Code:**  
- **Agreement ID:**

**RUSH** Please contact the laboratory to confirm rush dates and times before submitting samples.

- **Upon filling out this section, client accepts that surcharges will be attached to this analysis.**

- **RUSH** All Analysis As indicated required on: [ ] or [ ]
- **Date Required:**
- **Signature:** Exova Authorization:

**Special Instructions / Comments**
Condition of containers/coolers upon arrival at lab

**FOR LAB USE ONLY**

- **Enter tests above (relevant samples below)**

<table>
<thead>
<tr>
<th>Sample Identification</th>
<th>Location</th>
<th>Depth</th>
<th>Date/Time Sampled</th>
<th>Matrix</th>
<th>Sampling Method</th>
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</thead>
<tbody>
<tr>
<td>1 12-SL3-MW</td>
<td>124 South Beach</td>
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<td>[x]</td>
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</tbody>
</table>

**NOTE:** All hazardous samples must be labelled according to WHIMIS guidelines.
APPENDIX G: LABORATORY CERTIFICATES
CERTIFICATE OF ANALYSIS

CLIENT
Levelton Consultants Ltd. - Kelowna
108-3677 Highway 97N
Kelowna BC
V1X 5C3
TEL (250) 491-9778
FAX (250) 491-9729

ATTENTION
Daryl Schwarz

RECEIVED / TEMP REPORTED
Sep-27-12 17:54 / 15.0 °C
Oct-11-12

PROJECT INFO
PROJECT FV12-1676-01
PROJECT INFO Penticton Skaha Lake

General Comments:

Methods not described in these publications are conducted according to procedures accepted by appropriate regulatory agencies, and/or are done in accordance with recognized professional standards using accepted testing methodologies and quality control efforts except where otherwise agreed to by the client.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety. CARO is not responsible for any loss or damage resulting directly or indirectly from error or omission in the conduct of testing. Liability is limited to the cost of analysis. Samples will be disposed of 30 days after the test report has been issued unless otherwise agreed to in writing.

• All solids results are reported on a dry weight basis unless otherwise noted

• Units:
  mg/kg = milligrams per kilogram, equivalent to parts per million (ppm)
  mg/L = milligrams per litre, equivalent to parts per million (ppm)
  ug/L = micrograms per litre, equivalent to parts per billion (ppb)
  ug/g = micrograms per gram, equivalent to parts per million (ppm)
  ug/m3 = micrograms per cubic meter of air

• "RDL" Reported detection limit
• "<" Less than reported detection limit
• "AO" Aesthetic objective
• "MAC" Maximum acceptable concentration (health-related guideline)
• "LAB" RMD = Richmond location, KEL = Kelowna location, EDM = Edmonton location, SUB = Subcontracted

Please contact CARO if more information is needed or to provide feedback on our services.

CARO Analytical Services

Final Review Per: Paul Thandi, B.Sc., PChem
Customer Service Coordinator, Richmond

Locations:
#110 4011 Viking Way #102 3677 Highway 97N 17225 109 Avenue
Richmond, BC V6V 2K9 Kelowna, BC V1X 5C3 Edmonton, AB T5S 1H7
Tel: 604-279-1499 Fax: 604-279-1599 Tel: 250-765-9646 Fax: 250-765-3893 Tel: 780-489-9100 Fax: 780-489-9700

www.caro.ca
### Calculated Parameters

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
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<tr>
<td>VPHw</td>
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<td>ug/L</td>
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<td>N/A</td>
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<td>ug/L</td>
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<td>N/A</td>
</tr>
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<td>100</td>
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<td>N/A</td>
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<td>Total PAH</td>
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<td>ug/L</td>
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<tr>
<td>LEPHw</td>
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<td>100</td>
<td>ug/L</td>
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<td>HEPHw</td>
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<td>N/A</td>
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<td>100</td>
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<td>VPHw</td>
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### Aggregate Organic Parameters

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<th>Units</th>
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<th>Analyzed</th>
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</tr>
<tr>
<td>VPHw (6-10)</td>
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<td>ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>EPHw (10-19)</td>
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<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
</tr>
<tr>
<td>EPHw (19-32)</td>
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<td>100</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td><strong>12-SL2-MW (2091534-02)</strong></td>
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<td></td>
</tr>
<tr>
<td>VPHw (6-10)</td>
<td>&lt; 100</td>
<td>100</td>
<td>ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
</tr>
<tr>
<td>EPHw (10-19)</td>
<td>&lt; 100</td>
<td>100</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
</tr>
<tr>
<td>EPHw (19-32)</td>
<td>&lt; 100</td>
<td>100</td>
<td>ug/L</td>
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<td>Oct-10-12</td>
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<tr>
<td><strong>12-SL3-MW (2091534-03)</strong></td>
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<td></td>
</tr>
<tr>
<td>VPHw (6-10)</td>
<td>&lt; 100</td>
<td>100</td>
<td>ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>EPHw (10-19)</td>
<td>112</td>
<td>100</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
</tr>
<tr>
<td>EPHw (19-32)</td>
<td>&lt; 100</td>
<td>100</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td><strong>SL-Dup 1 (2091534-04)</strong></td>
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<tr>
<td>VPHw (6-10)</td>
<td>&lt; 100</td>
<td>100</td>
<td>ug/L</td>
<td>Oct-02-12</td>
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### Polycyclic Aromatic Hydrocarbons (PAH)

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<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
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<td>Sampled: Sep-24-12</td>
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</tr>
<tr>
<td>Acenaphthene</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Acenaphthylene</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Acridine</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>ug/L</td>
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<tr>
<td>Anthracene</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Benzo (a) anthracene</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Analyte</td>
<td>Result</td>
<td>RDL Units</td>
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<tr>
<td>Benzo (a) pyrene</td>
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<td>0.01 ug/L</td>
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<td>Oct-10-12</td>
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<tr>
<td>Benzo (b) fluoranthene</td>
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<td>0.05 ug/L</td>
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<td>Oct-10-12</td>
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<tr>
<td>Benzo (g,h,i) perylene</td>
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<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Benzo (k) fluoranthene</td>
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<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Chrysene</td>
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<td>Oct-10-12</td>
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<tr>
<td>Dibenz (a,h) anthracene</td>
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<tr>
<td>Fluoranthene</td>
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<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Fluorene</td>
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<td>0.05 ug/L</td>
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<td>Oct-10-12</td>
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<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
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<td>Oct-10-12</td>
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<td>Naphthalene</td>
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<td>Oct-10-12</td>
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<tr>
<td>Phenanthrene</td>
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<td>Oct-10-12</td>
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<tr>
<td>Pyrene</td>
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<td>0.10 ug/L</td>
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<td>Oct-10-12</td>
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</tr>
<tr>
<td>Quinoline</td>
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<td>0.10 ug/L</td>
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<td>Oct-10-12</td>
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<tr>
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<td>50-100</td>
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<td>Oct-10-12</td>
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<tr>
<td>Surrogate: Acenaphthene-d10</td>
<td>88 %</td>
<td>50-104</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Surrogate: Phenanthrene-d10</td>
<td>89 %</td>
<td>60-104</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Surrogate: Chrysene-d12</td>
<td>73 %</td>
<td>60-108</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td><strong>12-SL2-MW (2091534-02) Matrix: Water Sampled: Sep-24-12</strong></td>
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<tr>
<td>Acenaphthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Acenaphthyline</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Acridine</td>
<td>&lt; 0.10</td>
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<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Anthracene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Benzo (a) anthracene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Benzo (a) pyrene</td>
<td>&lt; 0.01</td>
<td>0.01 ug/L</td>
<td>Oct-01-12</td>
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<td></td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
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<tr>
<td>Benzo (g,h,i) perylene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
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<tr>
<td>Benzo (k) fluoranthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Chrysene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
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<tr>
<td>Dibenz (a,h) anthracene</td>
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<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
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<tr>
<td>Fluoranthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
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<tr>
<td>Fluorene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Naphthalene</td>
<td>&lt; 0.30</td>
<td>0.30 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Phenanthrene</td>
<td>&lt; 0.10</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
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<tr>
<td>Pyrene</td>
<td>&lt; 0.10</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Quinoline</td>
<td>&lt; 0.10</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Surrogate: Naphthalene-d8</td>
<td>103 %</td>
<td>50-100</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td>502</td>
</tr>
<tr>
<td>Surrogate: Acenaphthene-d10</td>
<td>89 %</td>
<td>50-104</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Surrogate: Phenanthrene-d10</td>
<td>90 %</td>
<td>60-104</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Surrogate: Chrysene-d12</td>
<td>73 %</td>
<td>60-108</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td><strong>12-SL3-MW (2091534-03) Matrix: Water Sampled: Sep-24-12</strong></td>
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<td></td>
</tr>
<tr>
<td>Acenaphthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Acenaphthyline</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Acridine</td>
<td>&lt; 0.10</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Anthracene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</table>
### Polycyclic Aromatic Hydrocarbons (PAH), Continued

**12-SL3-MW (2091534-03)**  
**Matrix: Water**  
**Sampled: Sep-24-12, Continued**

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzo (a) anthracene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Benzo (a) pyrene</td>
<td>&lt; 0.01</td>
<td>0.01 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (g,h,i) perylene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (k) fluoranthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Chrysene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Dibenz (a,h) anthracene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Fluoranthene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Fluorene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
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<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
<td>&lt; 0.05</td>
<td>0.05 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Naphthalene</td>
<td>&lt; 0.30</td>
<td>0.30 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
<tr>
<td>Phenanthrene</td>
<td>&lt; 0.10</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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<tr>
<td>Pyrene</td>
<td>0.46</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
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</tr>
<tr>
<td>Quinoline</td>
<td>&lt; 0.10</td>
<td>0.10 ug/L</td>
<td>Oct-01-12</td>
<td>Oct-10-12</td>
<td></td>
</tr>
</tbody>
</table>

**Surrogate:**  
- Naphthalene-d8: 81 %, 50-100 ug/L, Oct-01-12, Oct-10-12  
- Acenaphthene-d10: 75 %, 50-104 ug/L, Oct-01-12, Oct-10-12  
- Phenanthrene-d10: 77 %, 60-104 ug/L, Oct-01-12, Oct-10-12  
- Chrysene-d12: 61 %, 60-108 ug/L, Oct-01-12, Oct-10-12

### Volatile Organic Compounds (VOC)

**12-SL1-MW (2091534-01)**  
**Matrix: Water**  
**Sampled: Sep-24-12**

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>&lt; 0.5</td>
<td>0.5 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Bromodichloromethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Bromoform</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Carbon tetrachloride</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Chlorobenzene</td>
<td>&lt; 2.0</td>
<td>2.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Chloroethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Chloroform</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Dibromochloromethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,2-Dibromoethane</td>
<td>&lt; 0.3</td>
<td>0.3 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Dibromomethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>1,2-Dichlorobenzene</td>
<td>&lt; 0.5</td>
<td>0.5 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,3-Dichlorobenzene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,4-Dichlorobenzene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,1-Dichloroethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,2-Dichloroethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,1-Dichloroethene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>cis-1,2-Dichloroethene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>trans-1,2-Dichloroethene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,2-Dichloropropane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>cis-1,3-Dichloropropene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>trans-1,3-Dichloropropene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Ethylbenzene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Methyl tert-butyl ether</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Methylene chloride</td>
<td>&lt; 3.0</td>
<td>3.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Styrene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
</tbody>
</table>
### Sample Data

**CLIENT**
Levelton Consultants Ltd. - Kelowna

**PROJECT**
FV12-1676-01

**WORK ORDER #**
2091534

**REPORTED**
Oct-11-12

### Analyte Results

<table>
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<tr>
<th>Analyte</th>
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<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
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<tr>
<td>12-SL1-MW (2091534-01) Matrix: Water Sampled: Sep-24-12, Continued</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,1,2,2-Tetrachloroethane</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Tetrachloroethene</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>1,1,1-Trichloroethane</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Toluene</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>1,1,2-Trichloroethane</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Trichloroethene</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Trichlorofluoromethane</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Vinyl chloride</td>
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<td>2.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Xylenes (total)</td>
<td>&lt; 2.0</td>
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<td>2.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td><strong>Surrogate: Toluene-d8</strong></td>
<td>105 %</td>
<td>80-120</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
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</tr>
<tr>
<td><strong>Surrogate: 4-Bromofluorobenzene</strong></td>
<td>72 %</td>
<td>80-120</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Surrogate: 1,4-Dichlorobenzene-d4</strong></td>
<td>93 %</td>
<td>80-120</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td></td>
</tr>
<tr>
<td>Benzene</td>
<td>&lt; 0.5</td>
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<td>0.5 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>Bromodichloromethane</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Bromoform</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Carbon tetrachloride</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Chlorobenzene</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
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<td>&lt; 2.0</td>
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<td>2.0 ug/L</td>
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<tr>
<td>Chloroform</td>
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<tr>
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<tr>
<td>1,2-Dibromoethane</td>
<td>&lt; 0.3</td>
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<tr>
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<td>1,2-Dichlorobenzene</td>
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<tr>
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<td>1.0 ug/L</td>
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<td>1.0 ug/L</td>
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<td>cis-1,2-Dichloroethene</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
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</tr>
<tr>
<td>trans-1,2-Dichloroethene</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
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<tr>
<td>1,2-Dichloropropane</td>
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<tr>
<td>cis-1,3-Dichloropropene</td>
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<td>Oct-02-12</td>
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<tr>
<td>Ethylbenzene</td>
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<td>1.0 ug/L</td>
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<tr>
<td>Methyl tert-butyl ether</td>
<td>&lt; 1.0</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Methylene chloride</td>
<td>&lt; 3.0</td>
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<td>3.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Styrene</td>
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<td>1.0 ug/L</td>
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<td>Toluene</td>
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<td>1.0 ug/L</td>
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<td></td>
</tr>
<tr>
<td>1,1,2-Trichloroethane</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
</tr>
<tr>
<td>Trichloroethene</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
<td></td>
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<tr>
<td>Trichlorofluoromethane</td>
<td>&lt; 1.0</td>
<td></td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Vinyl chloride</td>
<td>&lt; 2.0</td>
<td></td>
<td>2.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</table>
### SAMPLE DATA

**CLIENT**
Levelton Consultants Ltd. - Kelowna

**PROJECT**
FV12-1676-01

**WORK ORDER #**
2091534

**REPORTED**
Oct-11-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
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<td><strong>Volatile Organic Compounds (VOC), Continued</strong></td>
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<td>12-SL2-MW (2091534-02)</td>
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<td>Xylenes (total)</td>
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<td>2.0 ug/L</td>
<td>Oct-02-12</td>
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<tr>
<td>Surrogate: Toluene-d8</td>
<td>111 %</td>
<td>80-120</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>Surrogate: 4-Bromofluorobenzene</td>
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<td>Surrogate: 1,4-Dichlorobenzene-d4</td>
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<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Bromoform</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Carbon tetrachloride</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
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<td>Oct-05-12</td>
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<td>2.0 ug/L</td>
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<td>Oct-05-12</td>
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<tr>
<td>Chloroform</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>Dibromochloromethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
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<td>Oct-05-12</td>
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<td>1,2-Dibromoethane</td>
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<td>Oct-02-12</td>
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<td>Oct-05-12</td>
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<td>Oct-05-12</td>
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<td>1,4-Dichlorobenzene</td>
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<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>1,1-Dichloroethane</td>
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<td>1.0 ug/L</td>
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<td>Oct-05-12</td>
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<tr>
<td>1,2-Dichloroethane</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tr>
<tr>
<td>cis-1,2-Dichloroethene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>trans-1,2-Dichloroethene</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,2-Dichloropropane</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>cis-1,3-Dichloropropene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>trans-1,3-Dichloropropene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Ethylbenzene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Methyl tert-butyl ether</td>
<td>1.4</td>
<td>1.0 ug/L</td>
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<td>Oct-05-12</td>
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<td>&lt; 3.0</td>
<td>3.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Styrene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
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<tr>
<td>1,1,2,2-Tetrachloroethane</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
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<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Toluene</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,1,2-Trichloroethane</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
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<tr>
<td>Trichloroethene</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Trichlorofluoromethane</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Vinyl chloride</td>
<td>&lt; 2.0</td>
<td>2.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Xylenes (total)</td>
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<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Surrogate: Toluene-d8</td>
<td>132 %</td>
<td>80-120</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Surrogate: 4-Bromofluorobenzene</td>
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<td>80-120</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>Surrogate: 1,4-Dichlorobenzene-d4</td>
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<td>SL-Dup 1 (2091534-04)</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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</tbody>
</table>
### Volatile Organic Compounds (VOC), Continued

**SL-Dup 1 (2091534-04) Matrix: Water Sampled: Sep-24-12, Continued**

<table>
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<th>Analyte</th>
<th>Result</th>
<th>RDL Units</th>
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<th>Analyzed</th>
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<tbody>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>Carbon tetrachloride</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
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<tr>
<td>Chlorobenzene</td>
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<td>Oct-05-12</td>
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<td>Chloroform</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>Dibromochloromethane</td>
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<td>1.0 ug/L</td>
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<td>Oct-05-12</td>
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<tr>
<td>1,2-Dibromoethane</td>
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<td>Oct-05-12</td>
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<tr>
<td>Dibromomethane</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<td>Oct-05-12</td>
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<tr>
<td>1,3-Dichlorobenzene</td>
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<td>Oct-05-12</td>
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<td>1,4-Dichlorobenzene</td>
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<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>1,1-Dichloroethane</td>
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<td>Oct-05-12</td>
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<tr>
<td>1,2-Dichloroethane</td>
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<td>Oct-05-12</td>
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<td>1,1-Dichloroethene</td>
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<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>cis-1,2-Dichloroethene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
<td>Oct-02-12</td>
<td>Oct-05-12</td>
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<tr>
<td>trans-1,2-Dichloroethene</td>
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<td>1,2-Dichloropropane</td>
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<td>1.0 ug/L</td>
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<td>Oct-05-12</td>
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<tr>
<td>cis-1,3-Dichloropropene</td>
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<td>Oct-02-12</td>
<td>Oct-05-12</td>
</tr>
<tr>
<td>trans-1,3-Dichloropropene</td>
<td>&lt; 1.0</td>
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</tr>
<tr>
<td>Ethylbenzene</td>
<td>&lt; 1.0</td>
<td>1.0 ug/L</td>
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<tr>
<td>Methyl tert-butyl ether</td>
<td>1.4</td>
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<tr>
<td>Methylene chloride</td>
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<tr>
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<td>Oct-05-12</td>
</tr>
<tr>
<td>1,1,2,2-Tetrachloroethane</td>
<td>&lt; 1.0</td>
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<tr>
<td>1,1,1-Trichloroethane</td>
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<td>Toluene</td>
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<td>Vinyl chloride</td>
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<td>Xylenes (total)</td>
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**Surrogate: Toluene-1d8**
- Oct-05-12
- Oct-02-12
- Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate(s).
**ANALYSIS / REPORT INFORMATION**

<table>
<thead>
<tr>
<th>Analysis Description</th>
<th>Method Reference(s) (* = modified from)</th>
<th>LAB</th>
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<tr>
<td></td>
<td>Preparation</td>
<td>Analysis</td>
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<td>EPH in Water</td>
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<td>VH in Water</td>
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<td>EPA 3510C</td>
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<td>VOC in Water</td>
<td>EPA 5030B / 5021A</td>
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The following section reports quality control (QC) data that is associated with your sample data. Groups of samples are prepared in "batches" and analyzed in conjunction with quality control samples that ensure your data is of the highest quality. Common QC types include:

- **Method Blank (Blk):** Laboratory reagent water is carried through sample preparation and analysis steps. Method Blanks indicate that results are free from contamination, i.e. not biased high from sources such as the sample container or the laboratory environment.

- **Duplicate (Dup):** Preparation and analysis of a replicate aliquot of a sample. Duplicates provide a measure of the analytical method's precision, i.e. how reproducible a result is. Duplicates are only reported if they are associated with your sample data.

- **Blank Spike (BS):** A known amount of standard is carried through sample preparation and analysis steps. Blank Spikes, also known as laboratory control samples (LCS), are prepared from a different source of standard than used for the calibration. They ensure that the calibration is acceptable (i.e. not biased high or low) and also provide a measure of the analytical method's accuracy (i.e. closeness of the result to a target value).

- **Standard Reference Material (SRM):** A material of similar matrix to the samples, externally certified for the parameter(s) listed. Standard Materials ensure that the preparation steps in the method are adequate to achieve acceptable recoveries of the parameter(s) tested for.

Each QC type is analyzed at a 5-10% frequency, i.e. one blank/duplicate/spike for every 10 samples. For all types of QC, the specified recovery (% Rec) and relative percent difference (RPD) limits are derived from long-term method performance averages and/or prescribed by the reference method.

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Level</th>
<th>Source Result</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
<th>Notes</th>
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<td>Vhw (6-10)</td>
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<tr>
<td>Vhw (6-10)</td>
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<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
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<tr>
<td>Pyrene</td>
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<tr>
<td>Quinoline</td>
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### Polycyclic Aromatic Hydrocarbons (PAH), Batch B2J0033, Continued

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<th>Units</th>
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<th>Source Result</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
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<td>Surrogate: Acenaphthene-d10</td>
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<td>Surrogate: Chrysene-d12</td>
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### LCS (B2J0033-BS1)

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<th>% RPD Limit</th>
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<td>Acenaphthene</td>
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<td>57-103</td>
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<td>Indeno (1,2,3-cd) pyrene</td>
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### Volatile Organic Compounds (VOC), Batch B2J0091

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<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Level</th>
<th>Source Result</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
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<td>Bromoform</td>
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### Volatile Organic Compounds (VOC), Batch B2J0091, Continued

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<th>Source Result</th>
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<th>% RPD Limit</th>
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#### LCS (B2J0091-BS1)

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<tr>
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<td>88-120</td>
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### QUALITY CONTROL DATA

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Level</th>
<th>Source Result</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>cis-1,3-Dichloropropene</td>
<td>18.7</td>
<td>1.0</td>
<td>ug/L</td>
<td>20.0</td>
<td>93</td>
<td>74-120</td>
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<tr>
<td>trans-1,3-Dichloropropene</td>
<td>18.9</td>
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<tr>
<td>Ethylbenzene</td>
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<td>96</td>
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<tr>
<td>Methyl tert-butyl ether</td>
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<td>20.0</td>
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<td>ug/L</td>
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</table>

**Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate(s).**

**SPK** Recovery of one or more analytes on Blank Spike (BS) analysis are outside of control limits. Data accepted based on acceptable performance of other batch QC.

### Volatile Organic Compounds (VOC), Batch B2J0091, Continued

**LCS (B2J0091-BS1), Continued**

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<th>Result</th>
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<th>Source Result</th>
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<td>20.0</td>
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<td>20.0</td>
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<td>ug/L</td>
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<td>1.0</td>
<td>ug/L</td>
<td>20.0</td>
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<tr>
<td>trans-1,3-Dichloropropene</td>
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<td>1.0</td>
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<td>Ethylbenzene</td>
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<td>Methyl tert-butyl ether</td>
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<td>Methylene chloride</td>
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<td>97</td>
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<tr>
<td>Styrene</td>
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<td>ug/L</td>
<td>20.0</td>
<td>93</td>
<td>85-114</td>
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<td>ug/L</td>
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<td>ug/L</td>
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<td>Xylenes (total)</td>
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<td>ug/L</td>
<td>60.0</td>
<td>92</td>
<td>86-115</td>
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<td></td>
</tr>
</tbody>
</table>

**Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate(s).**

**SPK** Recovery of one or more analytes on Blank Spike (BS) analysis are outside of control limits. Data accepted based on acceptable performance of other batch QC.

**S02** Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate(s).
General Comments:


Methods not described in these publications are conducted according to procedures accepted by appropriate regulatory agencies, and/or are done in accordance with recognized professional standards using accepted testing methodologies and quality control efforts except where otherwise agreed to by the client.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety. CARO is not responsible for any loss or damage resulting directly or indirectly from error or omission in the conduct of testing. Liability is limited to the cost of analysis. Samples will be disposed of 30 days after the test report has been issued unless otherwise agreed to in writing.

- All solids results are reported on a dry weight basis unless otherwise noted
- Units:
  - mg/kg = milligrams per kilogram, equivalent to parts per million (ppm)
  - mg/L = milligrams per litre, equivalent to parts per million (ppm)
  - ug/L = micrograms per litre, equivalent to parts per billion (ppb)
  - ug/g = micrograms per gram, equivalent to parts per million (ppm)
  - ug/m3 = micrograms per cubic meter of air

- "RDL"  Reported detection limit
- "<"  Less than reported detection limit
- "AO"  Aesthetic objective
- "MAC"  Maximum acceptable concentration (health-related guideline)
- "LAB"  RMD = Richmond location, KEL = Kelowna location, EDM = Edmonton location, SUB = Subcontracted

Please contact CARO if more information is needed or to provide feedback on our services.
## General Parameters

### 12-SL1-MW® 1.8m (2091175-03) Matrix: Soil  Sampled: Sep-18-12
- **Moisture**: 21.9  (0.1 % rec)  Sep-27-12  Sep-28-12

### 12-SL2-MW® 2.7m (2091175-09) Matrix: Soil  Sampled: Sep-18-12
- **Moisture**: 19.8  (0.1 % rec)  Sep-27-12  Sep-28-12

### 12-SL3-MW® 1.8m (2091175-12) Matrix: Soil  Sampled: Sep-18-12
- **Moisture**: 21.8  (0.1 % rec)  Sep-27-12  Sep-28-12
- **pH**: 8.7  (0.1 pH units)  Sep-26-12  Sep-26-12

### DUP 2 (2091175-15) Matrix: Soil  Sampled: Sep-18-12 12:00
- **Moisture**: 19.6  (0.1 % rec)  Sep-27-12  Sep-28-12

## Calculated Parameters

### 12-SL1-MW® 1.8m (2091175-03) Matrix: Soil  Sampled: Sep-18-12
- **VPHs**: < 20  20 mg/kg dry  N/A  N/A
- **LEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **HEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **Total PAH**: < 0.10  0.10 mg/kg dry  N/A  N/A

### 12-SL2-MW® 2.7m (2091175-09) Matrix: Soil  Sampled: Sep-18-12
- **VPHs**: < 20  20 mg/kg dry  N/A  N/A
- **LEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **HEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **Total PAH**: < 0.10  0.10 mg/kg dry  N/A  N/A

### 12-SL3-MW® 1.8m (2091175-12) Matrix: Soil  Sampled: Sep-18-12
- **VPHs**: < 20  20 mg/kg dry  N/A  N/A
- **LEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **HEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **Total PAH**: < 0.10  0.10 mg/kg dry  N/A  N/A

### DUP 2 (2091175-15) Matrix: Soil  Sampled: Sep-18-12 12:00
- **LEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **HEPHs**: < 250  250 mg/kg dry  N/A  N/A
- **Total PAH**: < 0.10  0.10 mg/kg dry  N/A  N/A

## Strong Acid Leachable Metals

### 12-SL3-MW® 1.8m (2091175-12) Matrix: Soil  Sampled: Sep-18-12
- **Antimony**: 0.2  (0.1 ug/g dry)  Sep-25-12  Sep-26-12
- **Arsenic**: 3.3  (0.4 ug/g dry)  Sep-25-12  Sep-26-12
- **Barium**: 117  (1 ug/g dry)  Sep-25-12  Sep-26-12
- **Beryllium**: 0.4  (0.1 ug/g dry)  Sep-25-12  Sep-26-12
- **Boron**: < 2  (2 ug/g dry)  Sep-25-12  Sep-26-12
- **Cadmium**: 0.30  (0.04 ug/g dry)  Sep-25-12  Sep-26-12
- **Chromium**: 34.7  (1.0 ug/g dry)  Sep-25-12  Sep-26-12
- **Cobalt**: 12.1  (0.1 ug/g dry)  Sep-25-12  Sep-26-12
### Strong Acid Leachable Metals, Continued

12-SL3-MW@ 1.8m (2091175-12) Matrix: Soil Sampled: Sep-18-12, Continued

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<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
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<th>Analyzed</th>
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<td>0.05</td>
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<td>Sep-25-12</td>
<td>Sep-26-12</td>
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<td>Vanadium</td>
<td>50.3</td>
<td>0.4</td>
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<td>Sep-26-12</td>
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<td>Zinc</td>
<td>61</td>
<td>2</td>
<td>ug/g dry</td>
<td>Sep-25-12</td>
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</table>

### Aggregate Organic Parameters

12-SL1-MW@ 1.8m (2091175-03) Matrix: Soil Sampled: Sep-18-12

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
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</thead>
<tbody>
<tr>
<td>VHs (6-10)</td>
<td>&lt; 20</td>
<td>20</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>EPHs (10-19)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
</tr>
<tr>
<td>EPHs (19-32)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
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12-SL2-MW@ 2.7m (2091175-09) Matrix: Soil Sampled: Sep-18-12

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<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
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<tbody>
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<td>VHs (6-10)</td>
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<td>mg/kg dry</td>
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<td>Sep-29-12</td>
</tr>
<tr>
<td>EPHs (10-19)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
</tr>
<tr>
<td>EPHs (19-32)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
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12-SL3-MW@ 1.8m (2091175-12) Matrix: Soil Sampled: Sep-18-12

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<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
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<tbody>
<tr>
<td>VHs (6-10)</td>
<td>&lt; 20</td>
<td>20</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>EPHs (10-19)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
</tr>
<tr>
<td>EPHs (19-32)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
</tr>
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</table>

DUP 2 (2091175-15) Matrix: Soil Sampled: Sep-18-12 12:00

<table>
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<th>RDL</th>
<th>Units</th>
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<th>Analyzed</th>
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<tbody>
<tr>
<td>EPHs (10-19)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
</tr>
<tr>
<td>EPHs (19-32)</td>
<td>&lt; 250</td>
<td>250</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Sep-27-12</td>
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</tbody>
</table>

### Polycyclic Aromatic Hydrocarbons (PAH)

12-SL1-MW@ 1.8m (2091175-03) Matrix: Soil Sampled: Sep-18-12

<table>
<thead>
<tr>
<th>PAH</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
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<tbody>
<tr>
<td>Acenaphthene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Acenaphthylene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Anthracene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Benzo (a) anthracene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Benzo (a) pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Benzo (g,h,i) perylene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Benzo (k) fluoranthene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Chrysene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
<tr>
<td>Dibenz (a,h) anthracene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
</tr>
</tbody>
</table>
SAMPLE DATA

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Polycyclic Aromatic Hydrocarbons (PAH), Continued</td>
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<td>12-SL1-MW@ 1.8m (2091175-03)</td>
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<tr>
<td>Matrix: Soil</td>
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<tr>
<td>Sampled: Sep-18-12, Continued</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Fluoranthene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
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</tr>
<tr>
<td>Fluorene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Naphthalene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Phenanthrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Surrogate: Naphthalene-d8</td>
<td>129 %</td>
<td>59-113</td>
<td></td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td>S02</td>
</tr>
<tr>
<td>Surrogate: Acenaphthene-d10</td>
<td>117 %</td>
<td>60-114</td>
<td></td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td>S02</td>
</tr>
<tr>
<td>Surrogate: Phenanthrene-d10</td>
<td>107 %</td>
<td>60-113</td>
<td></td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td>S02</td>
</tr>
<tr>
<td>Surrogate: Chrysene-d12</td>
<td>100 %</td>
<td>60-112</td>
<td></td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Surrogate: Perylene-d12</td>
<td>226 %</td>
<td>60-115</td>
<td></td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td>S02</td>
</tr>
</tbody>
</table>

| 12-SL2-MW@ 2.7m (2091175-09)      |        |     |         |          |          |       |
| Matrix: Soil                     |        |     |         |          |          |       |
| Sampled: Sep-18-12               |        |     |         |          |          |       |
| Acenaphthene                     | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Acenaphthylene                   | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Anthracene                       | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (a) anthracene             | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (a) pyrene                 | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (b) fluoranthene           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (g,h,i) perylene           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (k) fluoranthene           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Chrysene                         | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Dibenz (a,h) anthracene          | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Fluoranthene                     | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Fluorene                         | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Indeno (1,2,3-cd) pyrene          | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Naphthalene                      | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Phenanthrene                     | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Pyrene                           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Surrogate: Naphthalene-d8        | 121 %  | 59-113 |         | Sep-25-12 | Oct-06-12 | S02   |
| Surrogate: Acenaphthene-d10      | 117 %  | 60-114 |         | Sep-25-12 | Oct-06-12 | S02   |
| Surrogate: Phenanthrene-d10      | 107 %  | 60-113 |         | Sep-25-12 | Oct-06-12 | S02   |
| Surrogate: Chrysene-d12          | 107 %  | 60-112 |         | Sep-25-12 | Oct-06-12 |       |
| Surrogate: Perylene-d12          | 256 %  | 60-115 |         | Sep-25-12 | Oct-06-12 | S02   |

| 12-SL3-MW@ 1.8m (2091175-12)      |        |     |         |          |          |       |
| Matrix: Soil                     |        |     |         |          |          |       |
| Sampled: Sep-18-12               |        |     |         |          |          |       |
| Acenaphthene                     | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Acenaphthylene                   | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Anthracene                       | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (a) anthracene             | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (a) pyrene                 | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (b) fluoranthene           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (g,h,i) perylene           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Benzo (k) fluoranthene           | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Chrysene                         | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Dibenz (a,h) anthracene          | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
| Fluoranthene                     | < 0.10 | 0.10 | mg/kg dry | Sep-25-12 | Oct-06-12 |       |
### SAMPLE DATA

**Polycyclic Aromatic Hydrocarbons (PAH), Continued**

**12-SL3-MW@ 1.8m (2091175-12)**  
**Matrix:** Soil  
**Sampled:** Sep-18-12, Continued

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<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluorene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
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<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
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<tr>
<td>Naphthalene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
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<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
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</tr>
<tr>
<td>Pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
</tbody>
</table>

**Surrogate:** Naphthalene-d8  
113 %  
59-113  
Sep-25-12  
Oct-06-12  

**Surrogate:** Acenaphthene-d10  
110 %  
60-114  
Sep-25-12  
Oct-06-12  

**Surrogate:** Phenanthrene-d10  
100 %  
60-113  
Sep-25-12  
Oct-06-12  

**Surrogate:** Chrysene-d12  
95 %  
60-112  
Sep-25-12  
Oct-06-12  

**Surrogate:** Perylene-d12  
227 %  
60-115  
Sep-25-12  
Oct-06-12  

**DUP 2 (2091175-15)**  
**Matrix:** Soil  
**Sampled:** Sep-18-12 12:00

<table>
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<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
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<tr>
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<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
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<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Anthracene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (a) anthracene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (a) pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Benzo (g,h,i) perylene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
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<tr>
<td>Benzo (k) fluoranthene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Chrysene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
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<tr>
<td>Dibenz (a,h) anthracene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
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<tr>
<td>Fluoranthene</td>
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<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Fluorene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Naphthalene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Phenanthrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
<tr>
<td>Pyrene</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-25-12</td>
<td>Oct-06-12</td>
<td></td>
</tr>
</tbody>
</table>

**Surrogate:** Naphthalene-d8  
118 %  
59-113  
Sep-25-12  
Oct-06-12  

**Surrogate:** Acenaphthene-d10  
111 %  
60-114  
Sep-25-12  
Oct-06-12  

**Surrogate:** Phenanthrene-d10  
100 %  
60-113  
Sep-25-12  
Oct-06-12  

**Surrogate:** Chrysene-d12  
96 %  
60-112  
Sep-25-12  
Oct-06-12  

**Surrogate:** Perylene-d12  
232 %  
60-115  
Sep-25-12  
Oct-06-12  

### Volatile Organic Compounds (VOC)

**12-SL1-MW@ 1.8m (2091175-03)**  
**Matrix:** Soil  
**Sampled:** Sep-18-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>&lt; 0.04</td>
<td>0.04</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
<td></td>
</tr>
<tr>
<td>Ethylbenzene</td>
<td>&lt; 0.06</td>
<td>0.06</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
<td></td>
</tr>
<tr>
<td>Methyl tert-butyl ether</td>
<td>&lt; 0.06</td>
<td>0.06</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
<td></td>
</tr>
<tr>
<td>Styrene</td>
<td>&lt; 0.06</td>
<td>0.06</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
<td></td>
</tr>
<tr>
<td>Toluene</td>
<td>&lt; 0.26</td>
<td>0.26</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
<td></td>
</tr>
<tr>
<td>Xylenes (total)</td>
<td>&lt; 0.13</td>
<td>0.13</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
<td></td>
</tr>
</tbody>
</table>

**Surrogate:** Toluene-d8  
76 %  
67-124  
Sep-24-12  
Sep-29-12  

**Surrogate:** 4-Bromofluorobenzene  
63 %  
61-131  
Sep-24-12  
Sep-29-12
### Volatile Organic Compounds (VOC), Continued

**12-SL2-MW@ 2.7m** (2091175-09) **Matrix: Soil** **Sampled: Sep-18-12**

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>&lt; 0.03</td>
<td>0.03</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
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<tr>
<td>Ethylbenzene</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Methyl tert-butyl ether</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Styrene</td>
<td>&lt; 0.05</td>
<td>0.05</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Toluene</td>
<td>&lt; 0.20</td>
<td>0.20</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Xylenes (total)</td>
<td>&lt; 0.10</td>
<td>0.10</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
</tbody>
</table>

Surrogate: Toluene-d8
- Sep-29-12: 75 %  67-124
- Sep-24-12: 62 %  61-131

Surrogate: 4-Bromofluorobenzene
- Sep-29-12: 69 %  67-124
- Sep-24-12: 57 %  61-131

**12-SL3-MW@ 1.8m** (2091175-12) **Matrix: Soil** **Sampled: Sep-18-12**

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>RDL</th>
<th>Units</th>
<th>Prepared</th>
<th>Analyzed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>&lt; 0.04</td>
<td>0.04</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Ethylbenzene</td>
<td>&lt; 0.06</td>
<td>0.06</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Methyl tert-butyl ether</td>
<td>&lt; 0.06</td>
<td>0.06</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Styrene</td>
<td>&lt; 0.06</td>
<td>0.06</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Toluene</td>
<td>&lt; 0.26</td>
<td>0.26</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
<tr>
<td>Xylenes (total)</td>
<td>&lt; 0.13</td>
<td>0.13</td>
<td>mg/kg dry</td>
<td>Sep-24-12</td>
<td>Sep-29-12</td>
</tr>
</tbody>
</table>

Surrogate: Toluene-d8
- Sep-29-12: 69 %  67-124
- Sep-24-12: 57 %  61-131

Surrogate: 4-Bromofluorobenzene
- Sep-29-12: 69 %  67-124
- Sep-24-12: 57 %  61-131

**Sample Qualifiers:**

S02 Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate(s).
### Analysis / Report Information

<table>
<thead>
<tr>
<th>Analysis Description</th>
<th>Method Reference(s) (* = modified from)</th>
<th>LAB</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPH in Soil</td>
<td>EPA 3570 *</td>
<td>BCMOE</td>
</tr>
<tr>
<td>VH in Soil</td>
<td>EPA 5035</td>
<td>BCMOE</td>
</tr>
<tr>
<td>BTEX/VH/VPH in Soil</td>
<td>N/A</td>
<td>BCMOE</td>
</tr>
<tr>
<td>L/HEPH in Soil</td>
<td>N/A</td>
<td>BCMOE</td>
</tr>
<tr>
<td>Dry Weight (moisture)</td>
<td>N/A</td>
<td>ASTM D2216</td>
</tr>
<tr>
<td>pH in Soil (1:2 Soil/Water)</td>
<td>N/A</td>
<td>APHA 4500-H+</td>
</tr>
<tr>
<td>PAH in Soil</td>
<td>EPA 3570 *</td>
<td>EPA 8270D</td>
</tr>
<tr>
<td>Strong Acid Leachable Metals</td>
<td>SALM V.2 (BCMOE)</td>
<td>EPA 6020A</td>
</tr>
<tr>
<td>BTEX in Soil</td>
<td>EPA 5035</td>
<td>EPA 8260B</td>
</tr>
</tbody>
</table>
QUALITY CONTROL DATA

The following section reports quality control (QC) data that is associated with your sample data. Groups of samples are prepared in "batches" and analyzed in conjunction with quality control samples that ensure your data is of the highest quality. Common QC types include:

- **Method Blank (Blk):** Laboratory reagent water is carried through sample preparation and analysis steps. Method Blanks indicate that results are free from contamination, i.e. not biased high from sources such as the sample container or the laboratory environment.

- **Duplicate (Dup):** Preparation and analysis of a replicate aliquot of a sample. Duplicates provide a measure of the analytical method’s precision, i.e. how reproducible a result is. Duplicates are only reported if they are associated with your sample data.

- **Blank Spike (BS):** A known amount of standard is carried through sample preparation and analysis steps. Blank Spikes, also known as laboratory control samples (LCS), are prepared from a different source of standard than used for the calibration. They ensure that the calibration is acceptable (i.e. not biased high or low) and also provide a measure of the analytical method’s accuracy (i.e. closeness of the result to a target value).

- **Standard Reference Material (SRM):** A material of similar matrix to the samples, externally certified for the parameter(s) listed. Standard Reference Materials ensure that the preparation steps in the method are adequate to achieve acceptable recoveries of the parameter(s) tested for.

Each QC type is analyzed at a 5-10% frequency, i.e. one blank/duplicate/spike for every 10 samples. For all types of QC, the specified recovery (% Rec) and relative percent difference (RPD) limits are derived from long-term method performance averages and/or prescribed by the reference method.

### Aggregate Organic Parameters, Batch B2I0936

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Source Level</th>
<th>% REC</th>
<th>% RPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blank (B2I0936-BLK1)</td>
<td>Prepared: Sep-24-12, Analyzed: Sep-29-12</td>
<td>&lt; 20</td>
<td>20 mg/kg wet</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

### Aggregate Organic Parameters, Batch B2I0967

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Source Level</th>
<th>% REC</th>
<th>% RPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blank (B2I0967-BLK1)</td>
<td>Prepared: Sep-25-12, Analyzed: Sep-27-12</td>
<td>&lt; 250</td>
<td>250 mg/kg wet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blank (B2I0967-SRM2)</td>
<td>Prepared: Sep-25-12, Analyzed: Sep-27-12</td>
<td>3310</td>
<td>250 mg/kg wet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference (B2I0967-SRM3)</td>
<td>Prepared: Sep-25-12, Analyzed: Sep-27-12</td>
<td>4380</td>
<td>250 mg/kg wet</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### General Parameters, Batch B2I1014

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Source Level</th>
<th>% REC</th>
<th>% RPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference (B2I1014-SRM1)</td>
<td>Prepared: Sep-26-12, Analyzed: Sep-26-12</td>
<td>5.0</td>
<td>0.1 pH units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference (B2I1014-SRM2)</td>
<td>Prepared: Sep-26-12, Analyzed: Sep-26-12</td>
<td>5.0</td>
<td>0.1 pH units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference (B2I1014-SRM3)</td>
<td>Prepared: Sep-26-12, Analyzed: Sep-26-12</td>
<td>5.0</td>
<td>0.1 pH units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference (B2I1014-SRM4)</td>
<td>Prepared: Sep-26-12, Analyzed: Sep-26-12</td>
<td>5.0</td>
<td>0.1 pH units</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Polycyclic Aromatic Hydrocarbons (PAH), Batch B2I0967

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Source Level</th>
<th>% REC</th>
<th>% RPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blank (B2I0967-BLK1)</td>
<td>Prepared: Sep-25-12, Analyzed: Oct-06-12</td>
<td>&lt; 0.10</td>
<td>0.10 mg/kg wet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acenaphthene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acenaphthylene</td>
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<td></td>
</tr>
<tr>
<td>Anthracene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benzo (a) anthracene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benzo (a) pyrene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benzo (g,h,i) perylene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benzo (k) fluoranthene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chrysene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dibenz (ah) anthracene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fluoranthene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fluorene</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

CARO Analytical Services
## QUALITY CONTROL DATA

### Polycyclic Aromatic Hydrocarbons (PAH), Batch B2I0967, Continued

<table>
<thead>
<tr>
<th>Blank (B2I0967-BLK1), Continued</th>
<th>Prepared: Sep-25-12, Analyzed: Oct-06-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
<td>&lt; 0.10 mg/kg wet</td>
</tr>
<tr>
<td>Naphthalene</td>
<td>&lt; 0.10 mg/kg wet</td>
</tr>
<tr>
<td>Phenanthrene</td>
<td>&lt; 0.10 mg/kg wet</td>
</tr>
<tr>
<td>Pyrene</td>
<td>&lt; 0.10 mg/kg wet</td>
</tr>
<tr>
<td>Surrogate: Naphthalene-d8</td>
<td>2.31 mg/kg wet</td>
</tr>
<tr>
<td>Surrogate: Acenaphthene-d10</td>
<td>2.28 mg/kg wet</td>
</tr>
<tr>
<td>Surrogate: Phenanthrene-d10</td>
<td>2.18 mg/kg wet</td>
</tr>
<tr>
<td>Surrogate: Chrysene-d12</td>
<td>2.23 mg/kg wet</td>
</tr>
<tr>
<td>Surrogate: Perylene-d12</td>
<td>5.26 mg/kg wet</td>
</tr>
</tbody>
</table>

### LCS (B2I0967-BS1)

<table>
<thead>
<tr>
<th>Prepared: Sep-25-12, Analyzed: Oct-06-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acenaphthene</td>
</tr>
<tr>
<td>Acenaphthylene</td>
</tr>
<tr>
<td>Anthracene</td>
</tr>
<tr>
<td>Benzo (a) anthracene</td>
</tr>
<tr>
<td>Benzo (a) pyrene</td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
</tr>
<tr>
<td>Benzo (ghi) pyrene</td>
</tr>
<tr>
<td>Benzo (k) fluoranthene</td>
</tr>
<tr>
<td>Chryene</td>
</tr>
<tr>
<td>Dibenz (a,h) anthracene</td>
</tr>
<tr>
<td>Fluoranthene</td>
</tr>
<tr>
<td>Fluorene</td>
</tr>
<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
</tr>
<tr>
<td>Naphthalene</td>
</tr>
<tr>
<td>Phenanthrene</td>
</tr>
<tr>
<td>Pyrene</td>
</tr>
<tr>
<td>Surrogate: Naphthalene-d8</td>
</tr>
<tr>
<td>Surrogate: Acenaphthene-d10</td>
</tr>
<tr>
<td>Surrogate: Phenanthrene-d10</td>
</tr>
<tr>
<td>Surrogate: Chrysene-d12</td>
</tr>
<tr>
<td>Surrogate: Perylene-d12</td>
</tr>
</tbody>
</table>

### Reference (B2I0967-SRM1)

<table>
<thead>
<tr>
<th>Prepared: Sep-25-12, Analyzed: Oct-09-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acenaphthene</td>
</tr>
<tr>
<td>Anthracene</td>
</tr>
<tr>
<td>Benzo (a) anthracene</td>
</tr>
<tr>
<td>Benzo (a) pyrene</td>
</tr>
<tr>
<td>Benzo (b) fluoranthene</td>
</tr>
<tr>
<td>Benzo (ghi) pyrene</td>
</tr>
<tr>
<td>Benzo (k) fluoranthene</td>
</tr>
<tr>
<td>Chryene</td>
</tr>
<tr>
<td>Dibenz (a,h) anthracene</td>
</tr>
<tr>
<td>Fluoranthene</td>
</tr>
<tr>
<td>Fluorene</td>
</tr>
<tr>
<td>Indeno (1,2,3-cd) pyrene</td>
</tr>
<tr>
<td>Naphthalene</td>
</tr>
<tr>
<td>Phenanthrene</td>
</tr>
<tr>
<td>Pyrene</td>
</tr>
<tr>
<td>Surrogate: Naphthalene-d8</td>
</tr>
<tr>
<td>Surrogate: Acenaphthene-d10</td>
</tr>
<tr>
<td>Surrogate: Phenanthrene-d10</td>
</tr>
<tr>
<td>Surrogate: Chrysene-d12</td>
</tr>
<tr>
<td>Surrogate: Perylene-d12</td>
</tr>
</tbody>
</table>

### Strong Acid Leachable Metals, Batch B2I0956

<table>
<thead>
<tr>
<th>Blank (B2I0956-BLK1)</th>
<th>Prepared: Sep-25-12, Analyzed: Sep-26-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antimony</td>
<td>&lt; 0.1 ug/g dry</td>
</tr>
<tr>
<td>Arsenic</td>
<td>&lt; 0.4 ug/g dry</td>
</tr>
<tr>
<td>Barium</td>
<td>&lt; 1 ug/g dry</td>
</tr>
<tr>
<td>Beryllium</td>
<td>&lt; 0.1 ug/g dry</td>
</tr>
<tr>
<td>Boron</td>
<td>&lt; 2 ug/g dry</td>
</tr>
</tbody>
</table>

CARO Analytical Services
## QUALITY CONTROL DATA

### CLIENT
Levelton Consultants Ltd. - Kelowna

### PROJECT
FV12-1676-01

### WORK ORDER #
2091175

### REPORTED
Oct-10-12

### Analyte | Reporting Limit | Units | Spike Level | Source | % REC | % REC Limits | % RPD | Notes
---|---|---|---|---|---|---|---|---

#### Strong Acid Leachable Metals, Batch B2I0956, Continued

**Blank (B2I0956-BLK1), Continued**
Prepared: Sep-25-12, Analyzed: Sep-26-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cadmium</td>
<td>&lt; 0.04</td>
<td>0.04 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Chromium</td>
<td>&lt; 1.0</td>
<td>1.0 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Cobalt</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Manganese</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td>&lt; 0.05</td>
<td>0.05 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Molybdenum</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Nickel</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Selenium</td>
<td>&lt; 0.5</td>
<td>0.5 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Thallium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Tin</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Uranium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Vanadium</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Zinc</td>
<td>&lt; 2</td>
<td>2 ug/g dry</td>
<td></td>
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</table>

**Blank (B2I0956-BLK2)**
Prepared: Sep-25-12, Analyzed: Sep-26-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antimony</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Barium</td>
<td>&lt; 1</td>
<td>1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Beryllium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Boron</td>
<td>&lt; 2</td>
<td>2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Cadmium</td>
<td>&lt; 0.04</td>
<td>0.04 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Chromium</td>
<td>&lt; 1.0</td>
<td>1.0 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Cobalt</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Manganese</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td>&lt; 0.05</td>
<td>0.05 ug/g dry</td>
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</tr>
<tr>
<td>Molybdenum</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Nickel</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Selenium</td>
<td>&lt; 0.5</td>
<td>0.5 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Thallium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Tin</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Uranium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Vanadium</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Zinc</td>
<td>&lt; 2</td>
<td>2 ug/g dry</td>
<td></td>
</tr>
</tbody>
</table>

**Blank (B2I0956-BLK3)**
Prepared: Sep-25-12, Analyzed: Sep-26-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antimony</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Barium</td>
<td>&lt; 1</td>
<td>1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Beryllium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Boron</td>
<td>&lt; 2</td>
<td>2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Cadmium</td>
<td>&lt; 0.04</td>
<td>0.04 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Chromium</td>
<td>&lt; 1.0</td>
<td>1.0 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Cobalt</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Manganese</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td>&lt; 0.05</td>
<td>0.05 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Molybdenum</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Nickel</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
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<tr>
<td>Selenium</td>
<td>&lt; 0.5</td>
<td>0.5 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Thallium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Tin</td>
<td>&lt; 0.2</td>
<td>0.2 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Uranium</td>
<td>&lt; 0.1</td>
<td>0.1 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Vanadium</td>
<td>&lt; 0.4</td>
<td>0.4 ug/g dry</td>
<td></td>
</tr>
<tr>
<td>Zinc</td>
<td>&lt; 2</td>
<td>2 ug/g dry</td>
<td></td>
</tr>
</tbody>
</table>

**Reference (B2I0956-SRM1)**
Prepared: Sep-25-12, Analyzed: Sep-26-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Result</th>
<th>Reporting Limit</th>
<th>Units</th>
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</thead>
<tbody>
<tr>
<td>Antimony</td>
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<tr>
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<tr>
<td></td>
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<td>62-158</td>
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</tbody>
</table>
-413-

QUALITY CONTROL DATA

CLIENT

Levelton Consultants Ltd. - Kelowna

WORK ORDER #

2091175

PROJECT

FV12-1676-01

REPORTED

Oct-10-12

Reporting
Analyte

Result

Limit Units

Spike

Source

Level

Result

% REC
% REC

Limits

% RPD
% RPD

Limit

Notes

Strong Acid Leachable Metals, Batch B2I0956, Continued
Reference (B2I0956-SRM1), Continued
Arsenic
Barium
Beryllium
Boron
Cadmium
Chromium
Cobalt
Copper
Lead
Manganese
Mercury
Molybdenum
Nickel
Selenium
Silver
Thallium
Tin
Uranium
Vanadium
Zinc

Prepared: Sep-25-12, Analyzed: Sep-26-12
24.9
330
0.4
38
2.21
50.0
8.8
297
168
259
2.84
4.7
32.5
1.5
1.1
0.4
19.1
1.6
83.8
353

0.4
1
0.1
2
0.04
1.0
0.1
0.2
0.2
0.4
0.05
0.1
0.4
0.5
0.2
0.1
0.2
0.1
0.4
2

ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
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dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry

9.3
24.2
342
0.4
39
2.20
50.2
8.7
298
169
255
2.81
4.9
31.3
1.4
1.0
0.4
18.5
1.4
81.9
346

0.1
0.4
1
0.1
2
0.04
1.0
0.1
0.2
0.2
0.4
0.05
0.1
0.4
0.5
0.2
0.1
0.2
0.1
0.4
2

ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
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dry
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dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry

9.1
23.5
236
0.4
38
2.05
48.7
8.6
294
164
252
2.77
4.7
31.1
1.4
1.0
0.4
18.2
1.4
80.3

0.1
0.4
1
0.1
2
0.04
1.0
0.1
0.2
0.2
0.4
0.05
0.1
0.4
0.5
0.2
0.1
0.2
0.1
0.4

ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
ug/g
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ug/g
ug/g
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dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry
dry

Reference (B2I0956-SRM2)
Antimony
Arsenic
Barium
Beryllium
Boron
Cadmium
Chromium
Cobalt
Copper
Lead
Manganese
Mercury
Molybdenum
Nickel
Selenium
Silver
Thallium
Tin
Uranium
Vanadium
Zinc

CARO Analytical Services

107
112
93
100
112
104
101
100
101
102
99
103
103
145
90
87
100
97
113
105

83-112
61-128
57-141
57-139
76-128
88-118
87-113
89-115
85-115
88-114
65-144
83-126
90-112
64-157
60-111
79-102
74-123
75-106
83-124
86-118

Prepared: Sep-25-12, Analyzed: Sep-26-12

Reference (B2I0956-SRM3)
Antimony
Arsenic
Barium
Beryllium
Boron
Cadmium
Chromium
Cobalt
Copper
Lead
Manganese
Mercury
Molybdenum
Nickel
Selenium
Silver
Thallium
Tin
Uranium
Vanadium

23.2
294
0.410
38.0
1.98
48.0
8.75
296
166
253
2.88
4.57
31.6
1.02
1.17
0.450
19.1
1.64
74.4
337

7.30
23.2
294
0.410
38.0
1.98
48.0
8.75
296
166
253
2.88
4.57
31.6
1.02
1.17
0.450
19.1
1.64
74.4
337

128
104
116
91
102
111
105
99
101
102
101
98
107
99
135
86
87
97
88
110
103

62-158
83-112
61-128
57-141
57-139
76-128
88-118
87-113
89-115
85-115
88-114
65-144
83-126
90-112
64-157
60-111
79-102
74-123
75-106
83-124
86-118

Prepared: Sep-25-12, Analyzed: Sep-26-12
7.30
23.2
294
0.410
38.0
1.98
48.0
8.75
296
166
253
2.88
4.57
31.6
1.02
1.17
0.450
19.1
1.64
74.4

125
102
80
93
99
104
101
99
99
99
99
96
103
98
138
87
87
95
85
108

62-158
83-112
61-128
57-141
57-139
76-128
88-118
87-113
89-115
85-115
88-114
65-144
83-126
90-112
64-157
60-111
79-102
74-123
75-106
83-124

Page 11 of 12


## QUALITY CONTROL DATA

### CLIENT
Levelton Consultants Ltd. - Kelowna

### PROJECT
FV12-1676-01

### WORK ORDER #
2091175

### REPORTED
Oct-10-12

<table>
<thead>
<tr>
<th>REPORTED</th>
<th>2091175</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct-10-12</td>
<td>Oct-10-12</td>
</tr>
</tbody>
</table>

### Strong Acid Leachable Metals, Batch B2I0956, Continued

Reference (B2I0956-SRM3), Continued
Prepared: Sep-25-12, Analyzed: Sep-26-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Level</th>
<th>Source Result</th>
<th>% REC</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zinc</td>
<td>340</td>
<td>ug/g dry</td>
<td>337</td>
<td>101</td>
<td>86-118</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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### Volatile Organic Compounds (VOC), Batch B2I0936

Blank (B2I0936-BLK1)
Prepared: Sep-24-12, Analyzed: Sep-29-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Level</th>
<th>Source Result</th>
<th>% REC</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>&lt; 0.03</td>
<td>mg/kg wet</td>
<td>7.25</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>72</td>
<td>67-124</td>
<td></td>
</tr>
<tr>
<td>Ethylbenzene</td>
<td>&lt; 0.05</td>
<td>mg/kg wet</td>
<td>5.49</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>55</td>
<td>61-131</td>
<td>SO2</td>
</tr>
<tr>
<td>Methyl tert-butyl ether</td>
<td>&lt; 0.05</td>
<td>mg/kg wet</td>
<td>5.51</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>55</td>
<td>60-129</td>
<td>SO2</td>
</tr>
<tr>
<td>Toluene</td>
<td>&lt; 0.20</td>
<td>mg/kg wet</td>
<td>7.25</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>72</td>
<td>67-124</td>
<td></td>
</tr>
<tr>
<td>Xylenes (total)</td>
<td>&lt; 0.10</td>
<td>mg/kg wet</td>
<td>5.49</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>55</td>
<td>61-131</td>
<td>SO2</td>
</tr>
</tbody>
</table>

### LCS (B2I0936-BS1)
Prepared: Sep-24-12, Analyzed: Sep-29-12

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Reporting Limit</th>
<th>Units</th>
<th>Spike Level</th>
<th>Source Result</th>
<th>% REC</th>
<th>% REC Limits</th>
<th>% RPD Limit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>2.44</td>
<td>mg/kg wet</td>
<td>14.8</td>
<td>mg/kg wet</td>
<td>20.0</td>
<td>74</td>
<td>67-124</td>
<td></td>
</tr>
<tr>
<td>Ethylbenzene</td>
<td>2.28</td>
<td>mg/kg wet</td>
<td>12.5</td>
<td>mg/kg wet</td>
<td>20.0</td>
<td>62</td>
<td>61-131</td>
<td></td>
</tr>
<tr>
<td>Methyl tert-butyl ether</td>
<td>2.16</td>
<td>mg/kg wet</td>
<td>12.5</td>
<td>mg/kg wet</td>
<td>20.0</td>
<td>62</td>
<td>61-131</td>
<td></td>
</tr>
<tr>
<td>Toluene</td>
<td>2.12</td>
<td>mg/kg wet</td>
<td>5.51</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>55</td>
<td>60-129</td>
<td></td>
</tr>
<tr>
<td>Xylenes (total)</td>
<td>2.38</td>
<td>mg/kg wet</td>
<td>5.51</td>
<td>mg/kg wet</td>
<td>10.0</td>
<td>55</td>
<td>60-129</td>
<td></td>
</tr>
</tbody>
</table>

### Surrogate Recovery

- **SPK**: Recovery of one or more analytes on Blank Spike (BS) analysis are outside of control limits. Data accepted based on acceptable performance of other batch QC.
- **SO2**: Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate(s).
- **SRM**: Recovery of one or more analytes on Standard Reference Material (SRM) analysis are outside of control limits. Data accepted based on acceptable performance of other batch QC.
Report Transmission Cover Page

Bill To: Levelton Consultants Ltd.
Report To: Levelton Consultants Ltd.
Unit #108 3677 Highway 97
Kelowna, BC, Canada
V1X 5C3
Attn: Daryl Schwarz
Sampled By: Daryl Schwarz
Company: Levelton

Project:
ID: FV13-0008-00
Name: Penticton Yamaha
Location: 124 South Beach Dr, Penticton
LSD: 
P.O.: FV13-0008-00

Lot ID: 915699
Control Number: 
Date Received: Jan 18, 2013
Date Reported: Jan 28, 2013
Report Number: 1798870

Contact & Affiliation Address Delivery Commitments

Gina Spencer
Levelton Consultants Ltd.
301, 19292 60th Avenue
Surrey, British Columbia V3S 3M2
Phone: (604) 533-2992
Fax: (604) 533-0768
Email: gspencer@levelton.com

On [Lot Verification] send
(COA) by Email - Single Report
On [Report Approval] send
(COC, Test Report) by Email - Merge Reports
On [Report Approval] send
(Test Report) by Email - Single Report
On [Lot Approval and Final Test Report Approval] send
(Invoice) by Email - Single Report

Daryl Schwarz
Levelton Consultants Ltd.
Unit #108 3677 Highway 97 North
Kelowna, British Columbia V1X 5C3
Phone: (250) 491-9778
Fax: (250) 491-9729
Email: dschwarz@levelton.com

On [Lot Verification] send
(COA) by Email - Single Report
On [Report Approval] send
(COC, Test Report) by Email - Merge Reports
On [Report Approval] send
(Test Report) by Email - Single Report
On [Lot Approval and Final Test Report Approval] send
(Invoice) by Email - Single Report

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# Sample Custody

**Bill To:** Levelton Consultants Ltd.  
**Report To:** Levelton Consultants Ltd.  
**Unit #108, 3677 Highway 97**  
**Kelowna, BC, Canada**  
**V1X 5C3**  
**Attn:** Daryl Schwarz  
**Sampled By:** Daryl Schwarz  
**Company:** Levelton

<table>
<thead>
<tr>
<th>Project</th>
<th>ID:</th>
<th>Name:</th>
<th>Location:</th>
<th>LSD:</th>
<th>P.O.:</th>
<th>Acct code:</th>
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<tr>
<td></td>
<td>FV13-0008-00</td>
<td>Penticton Yamaha</td>
<td>124 South Beach Dr, Penticton</td>
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**Lot ID:** 915699  
**Control Number:**  
**Date Received:** Jan 18, 2013  
**Date Reported:** Jan 28, 2013  
**Report Number:** 1798870

---

**Sample Disposal Date:** February 27, 2013

All samples will be stored until this date unless other instructions are received. Please indicate other requirements below and return this form to the address or fax number on the top of this page.

- **Extend Sample Storage Until**  
  (MM/DD/YY)

  The following charges apply to extended sample storage:
  - Storage for an additional 30 days  
    $ 2.50 per sample
  - Storage for an additional 60 days  
    $ 5.00 per sample
  - Storage for an additional 90 days  
    $ 7.50 per sample

- **Return Sample, collect, to the address below via:**
  - Greyhound
  - DHL
  - Purolator
  - Other (specify)

---

Name  
Company  
Address  
Phone  
Fax  
Signature

---

Terms and Conditions: [www.exova.ca/terms&conditions](http://www.exova.ca/terms&conditions)
# Analytical Report

**Bill To:** Levelton Consultants Ltd.
**Report To:** Levelton Consultants Ltd.
**Unit:** #108, 3677 Highway 97
**Address:** Kelowna, BC, Canada
**P.O.:** V1X 5C3
**Attn:** Daryl Schwarz
**Sampled By:** Daryl Schwarz
**Company:** Levelton

**Project:**
- **ID:** FV13-0008-00
- **Name:** Penticton Yamaha
- **Location:** 124 South Beach Dr, Penticton
- **LSD:**
- **P.O.:** FV13-0008-00

**Lot ID:** 915699

**Control Number:**
- **Date Received:** Jan 18, 2013
- **Date Reported:** Jan 28, 2013
- **Report Number:** 1798870

## Reference Number

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<th>Sample Date</th>
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<tr>
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## Sample Location

<table>
<thead>
<tr>
<th>Sample Description</th>
<th>124 South Beach</th>
<th>125 South Beach</th>
<th>126 South Beach</th>
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<tbody>
<tr>
<td>Matrix</td>
<td>Water</td>
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</table>

## Analyte

<table>
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<tr>
<th>Analyte</th>
<th>Units</th>
<th>Sample Date</th>
<th>Sample Time</th>
<th>Sample Location</th>
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<th>Units</th>
<th>Results</th>
<th>Results</th>
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<th>Nominal Detection Limit</th>
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<tbody>
<tr>
<td>Metals Dissolved</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Lead</td>
<td>Dissolved</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>&lt;0.0001</td>
<td>&lt;0.0001</td>
<td>&lt;0.0001</td>
<td>0.0001</td>
</tr>
</tbody>
</table>
### Analytical Report

**Bill To:** Levelton Consultants Ltd.  
**Report To:** Levelton Consultants Ltd.  
**Unit #108 3677 Highway 97**  
**Kelowna, BC, Canada**  
**V1X 5C3**  
**Attn:** Daryl Schwarz  
**Sampled By:** Daryl Schwarz  
**Company:** Levelton

**Lot ID:** 915699  
**Control Number:**  
**Date Received:** Jan 18, 2013  
**Date Reported:** Jan 28, 2013  
**Report Number:** 1798870

---

**Reference Number:** 915699-3  
**Sample Date:** Jan 17, 2013  
**Sample Time:** NA  
**Sample Location:** 126 South Beach  
**Sample Description:** 12-SL3-MW  
**Matrix:** Water

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<th>Analyte</th>
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<tbody>
<tr>
<td><strong>Extractable Petroleum Hydrocarbons - Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EPHw10-19</td>
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<td>&lt;100</td>
<td>100</td>
<td></td>
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</tr>
<tr>
<td>EPHw19-32</td>
<td>ug/L</td>
<td>108</td>
<td>100</td>
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<tr>
<td>LEPHw</td>
<td>ug/L</td>
<td>&lt;100</td>
<td>100</td>
<td></td>
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<tr>
<td>HEPHw</td>
<td>ug/L</td>
<td>108</td>
<td>100</td>
<td></td>
<td></td>
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<tr>
<td><strong>Polycyclic Aromatic Hydrocarbons - Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acenaphthene</td>
<td>ug/L</td>
<td>&lt;0.1</td>
<td>0.1</td>
<td></td>
<td></td>
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<tr>
<td>Acenaphthylene</td>
<td>ug/L</td>
<td>&lt;0.1</td>
<td>0.1</td>
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<tr>
<td>Acridine</td>
<td>ug/L</td>
<td>&lt;0.05</td>
<td>0.05</td>
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<tr>
<td>Anthracene</td>
<td>ug/L</td>
<td>&lt;0.1</td>
<td>0.1</td>
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<tr>
<td>Benzo(a)anthracene</td>
<td>ug/L</td>
<td>&lt;0.01</td>
<td>0.01</td>
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<tr>
<td>Benzo(a)pyrene</td>
<td>ug/L</td>
<td>&lt;0.01</td>
<td>0.01</td>
<td></td>
<td></td>
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<tr>
<td>Benzo(b)fluoranthene</td>
<td>ug/L</td>
<td>&lt;0.01</td>
<td>0.01</td>
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<tr>
<td>Benzo(g,h,i)perylene</td>
<td>ug/L</td>
<td>&lt;0.1</td>
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<tr>
<td>Benzo(k)fluoranthene</td>
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<td>Chrysene</td>
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<td>Dibenz(a,h)anthracene</td>
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<tr>
<td>Fluoranthene</td>
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<tr>
<td>Fluorene</td>
<td>ug/L</td>
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<td>0.1</td>
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<tr>
<td>Indeno(1,2,3-c,d)pyrene</td>
<td>ug/L</td>
<td>&lt;0.1</td>
<td>0.1</td>
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<tr>
<td>Naphthalene</td>
<td>ug/L</td>
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<td>0.1</td>
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<tr>
<td>Pyrene</td>
<td>ug/L</td>
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<td>0.02</td>
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<td>Quinoline</td>
<td>ug/L</td>
<td>&lt;0.34</td>
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<tr>
<td><strong>PAH - Water - Surrogate Recovery</strong></td>
<td></td>
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<td></td>
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<tr>
<td>2-Fluorobiphenyl</td>
<td>PAH - Surrogate</td>
<td>%</td>
<td>100</td>
<td>50-130</td>
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<tr>
<td>p-Terphenyl-d14</td>
<td>PAH - Surrogate</td>
<td>%</td>
<td>93</td>
<td>60-130</td>
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<tr>
<td>Naphthalene-d8</td>
<td>PAH - Surrogate</td>
<td>%</td>
<td>83</td>
<td>50-130</td>
<td></td>
</tr>
</tbody>
</table>
## Analytical Report

**Bill To:** Levelton Consultants Ltd.  
**Report To:** Levelton Consultants Ltd.  
**Unit #108 3677 Highway 97**  
**Kelowna, BC, Canada**  
**V1X 5C3**  
**Attn:** Daryl Schwarz  
**Sampled By:** Daryl Schwarz  
**Company:** Levelton  

**Project:** FV13-0008-00  
**ID:** FV13-0008-00  
**Name:** Penticton Yamaha  
**Location:** 124 South Beach Dr, Penticton  
**LSD:**  
**P.O.:** FV13-0008-00  

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### Reference Number

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<th>Date Received</th>
<th>Date Reported</th>
<th>Report Number</th>
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<td>Jan 18, 2013</td>
<td>Jan 28, 2013</td>
<td>1798870</td>
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### Sample Details

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<thead>
<tr>
<th>Reference Number</th>
<th>Sample Date</th>
<th>Sample Time</th>
<th>Sample Location</th>
<th>Sample Description</th>
<th>Matrix</th>
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<tbody>
<tr>
<td>915699-3</td>
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<td>NA</td>
<td>126 South Beach</td>
<td>12-SL3-MW</td>
<td>Water</td>
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<td>915699-4</td>
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<td>127 South Beach</td>
<td>DUP01</td>
<td>Water</td>
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### Analyte Details

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
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<th>Nominal Detection Limit</th>
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<tbody>
<tr>
<td><strong>Mono-Aromatic Hydrocarbons - Water</strong></td>
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<tr>
<td>Benzene</td>
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<tr>
<td>Ethylbenzene</td>
<td>ug/L</td>
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<td>&lt;1</td>
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<tr>
<td>Methyl t-Butyl Ether</td>
<td>ug/L</td>
<td>&lt;1</td>
<td>&lt;1</td>
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<tr>
<td>Styrene</td>
<td>ug/L</td>
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<td>&lt;1</td>
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<tr>
<td>Toluene</td>
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<td>&lt;1</td>
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<tr>
<td>Total Xylenes (m,p,o)</td>
<td>ug/L</td>
<td>&lt;1</td>
<td>&lt;1</td>
<td></td>
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<tr>
<td><strong>Volatile Petroleum Hydrocarbons - Water</strong></td>
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<tr>
<td>VPHw (VHw6-10 minus BTEX)</td>
<td>ug/L</td>
<td>&lt;50</td>
<td>&lt;50</td>
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<tr>
<td>VHw6-10</td>
<td>ug/L</td>
<td>&lt;50</td>
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---

Approved by:  
Mathieu Simoneau  
Operations Manager  

Terms and Conditions: www.exova.ca/terms&conditions
Methodology and Notes

Bill To: Levelton Consultants Ltd.  
Report To: Levelton Consultants Ltd.  
Unit #108 3677 Highway 97  
Kelowna, BC, Canada  
V1X 5C3  
Attn: Daryl Schwarz  
Sampled By: Daryl Schwarz  
Company: Levelton  

Project:  
ID:  
Name: Penticton Yamaha  
Location: 124 South Beach Dr, Penticton  
LSD:  
P.O.:  
Acct code: FV13-0008-00  

Lot ID: 915699  
Control Number:  
Date Received: Jan 18, 2013  
Date Reported: Jan 28, 2013  
Report Number: 1798870

Method of Analysis

<table>
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<tr>
<th>Method Name</th>
<th>Reference</th>
<th>Method</th>
<th>Date Analysis Started</th>
<th>Location</th>
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<tr>
<td>BTEX-VPH - Water (MS)</td>
<td>BCELM</td>
<td>* Volatile Hydrocarbons in Water by GC/FID, VH Water</td>
<td>18-Jan-13</td>
<td>Exova Surrey</td>
</tr>
<tr>
<td>EPH - Water</td>
<td>BCELM</td>
<td>* Extractable Petroleum Hydrocarbons (EPH) in Water by GC/FID, EPH Water</td>
<td>22-Jan-13</td>
<td>Exova Surrey</td>
</tr>
<tr>
<td>PAH - Water (Surrey)</td>
<td>BCELM</td>
<td>* Polycyclic Aromatic Hydrocarbons in Water by GC/MS - PBM, PAH Water</td>
<td>22-Jan-13</td>
<td>Exova Surrey</td>
</tr>
<tr>
<td>Trace Metals (dissolved) in Water</td>
<td>US EPA</td>
<td>* Determination of Trace Elements in Waters and Wastes by ICP-MS, 200.8</td>
<td>21-Jan-13</td>
<td>Exova Surrey</td>
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<tr>
<td>(Surrey)</td>
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*Reference Method Modified

References

- B.C.M.O.E  
- B.C. Ministry of Environment  
- BCELM  
- B.C. Environmental Laboratory Manual  
- US EPA  
- US Environmental Protection Agency Test Methods

Comments:

Please direct any inquiries regarding this report to our Client Services group. 
Results relate only to samples as submitted. 
The test report shall not be reproduced except in full, without the written approval of the laboratory.
Hydrocarbon Chromatogram

Bill To: Levelton Consultants Ltd.  
Report To: Levelton Consultants Ltd.  
Unit #108 3677 Highway 97 Nor  
Kelowna, BC, Canada  
Attn: Daryl Schwarz  
Sampled by: Daryl Schwarz  
Company: Levelton

Project ID: FV13-0008-00  
Name: Penticton Yamaha  
Location: 124 South Beach Dr, Penticton  
LSD: V1X 5C3  
P.O.:  

Exova Number: 915699-3  
Sample Description: 12-SL3-MW  
Sample Date: Jan 17, 2013

TYPICAL PRODUCT CHROMATOGRAMS

Unweathered Crude  
Heavily Weathered Crude  
Motor Oil 10W30

Product Carbon Number Ranges

<table>
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<tr>
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<th>Carbon Range</th>
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<tr>
<td>Gasoline</td>
<td>C4-C12</td>
</tr>
<tr>
<td>Varsol</td>
<td>C8-C12</td>
</tr>
<tr>
<td>Kerosene</td>
<td>C7-C16</td>
</tr>
<tr>
<td>Diesel</td>
<td>C8-C22</td>
</tr>
<tr>
<td>Lubricating Oils</td>
<td>C20-C40</td>
</tr>
<tr>
<td>Crude Oils</td>
<td>C3-C60+</td>
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</tbody>
</table>
Report Transmission Cover Page

Bill To: Levelton Consultants Ltd.
Report To: Levelton Consultants Ltd.
Unit #108 3677 Highway 97
Kelowna, BC, Canada
V1X 5C3
Attn: Daryl Schwarz
Sampled By: Daryl Schwarz
Company: Levelton

Project: ID:
Name:
Location:
LSD:
P.O.:
Acct code:

Lot ID: 920724
Control Number:
Date Received: Feb 18, 2013
Date Reported: Feb 26, 2013
Report Number: 1805317

Contact & Affiliation                Address                      Delivery Commitments
Gina Spencer                        301, 19292 60th Avenue
Levelton Consultants Ltd.            Surrey, British Columbia V3S 3M2
Phone: (604) 533-2992
Fax: (604) 533-0768
Email: gspencer@levelton.com

On [Lot Verification] send
(COA) by Email - Single Report
On [Report Approval] send
(COC, Test Report) by Email - Merge Reports
On [Report Approval] send
(Test Report) by Email - Single Report
On [Lot Approval and Final Test Report Approval] send
(Invoice) by Email - Single Report

Daryl Schwarz                      Unit #108 3677 Highway 97 North
Levelton Consultants Ltd.           Kelowna, British Columbia V1X 5C3
Phone: (250) 491-9778
Fax: (250) 491-9729
Email: dschwarz@levelton.com

On [Lot Verification] send
(COA) by Email - Single Report
On [Report Approval] send
(COC, Test Report) by Email - Merge Reports
On [Report Approval] send
(Test Report) by Email - Single Report
On [Lot Approval and Final Test Report Approval] send
(Invoice) by Email - Single Report

Notes To Clients:

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Sample Custody

Bill To: Levelton Consultants Ltd.
Report To: Levelton Consultants Ltd.
        Unit #108  3677 Highway 97
        Kelowna, BC, Canada
        V1X 5C3
        Attn: Daryl Schwarz

Sampled By: Daryl Schwarz
Company: Levelton

Project: ID:
          FV13-0008-00
          Name:
Penticton Yamaha
          Location:
124 South Beach Dr, Penticton
LSD:
P.O.:
FV13-0008-00
Acct code:

Lot ID: 920724
Control Number: Date Received: Feb 18, 2013
Date Reported: Feb 26, 2013
Report Number: 1805317

Sample Disposal Date: March 28, 2013

All samples will be stored until this date unless other instructions are received. Please indicate other requirements below and return this form to the address or fax number on the top of this page.

☐ Extend Sample Storage Until ________________ (MM/DD/YY)

The following charges apply to extended sample storage:

- Storage for an additional 30 days $2.50 per sample
- Storage for an additional 60 days $5.00 per sample
- Storage for an additional 90 days $7.50 per sample

☐ Return Sample, collect, to the address below via:

☐ Greyhound
☐ DHL
☐ Purolator
☐ Other (specify) __________________________

Name __________________________
Company __________________________
Address __________________________

Phone __________________________
Fax __________________________
Signature __________________________

Terms and Conditions: www.exova.ca/terms&conditions
## Analytical Report

**Bill To:** Levelton Consultants Ltd.
**Report To:** Levelton Consultants Ltd.
**Unit #108 3677 Highway 97 Kelowna, BC, Canada V1X 5C3**

**Attn:** Daryl Schwarz

**Sampled By:** Daryl Schwarz

**Company:** Levelton

### Project Information

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<th>Reference Number</th>
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<tr>
<td><strong>Sample Time</strong></td>
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<tr>
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<td>124 South Beach Dr. / 12-SL3-MW</td>
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### Sample Description

**Matrix:** Water

### Extractable Petroleum Hydrocarbons - Water

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
<th>Results</th>
<th>Results</th>
<th>Results</th>
<th>Nominal Detection Limit</th>
</tr>
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<tbody>
<tr>
<td>EPHw10-19</td>
<td>µg/L</td>
<td>&lt;100</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>EPHw19-32</td>
<td>µg/L</td>
<td>&lt;100</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>LEPHw</td>
<td>µg/L</td>
<td>&lt;100</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>HEPHw</td>
<td>µg/L</td>
<td>&lt;100</td>
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### Polycyclic Aromatic Hydrocarbons - Water

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
<th>Results</th>
<th>Results</th>
<th>Results</th>
<th>Nominal Detection Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acenaphthenone</td>
<td>µg/L</td>
<td>&lt;0.1</td>
<td></td>
<td>0.1</td>
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</tr>
<tr>
<td>Acenaphthylene</td>
<td>µg/L</td>
<td>&lt;0.1</td>
<td></td>
<td>0.1</td>
<td></td>
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<tr>
<td>Acridine</td>
<td>µg/L</td>
<td>&lt;0.05</td>
<td></td>
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<tr>
<td>Anthracene</td>
<td>µg/L</td>
<td>&lt;0.1</td>
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<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Benzo(a)anthracene</td>
<td>µg/L</td>
<td>&lt;0.01</td>
<td></td>
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<td></td>
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<tr>
<td>Benzo(a)pyrene</td>
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<td>0.01</td>
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<tr>
<td>Benzo(b)fluoranthene</td>
<td>µg/L</td>
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<td></td>
<td>0.01</td>
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<tr>
<td>Benzo(g,h,i)perylene</td>
<td>µg/L</td>
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<td></td>
<td>0.1</td>
<td></td>
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<tr>
<td>Benzo(k)fluoranthene</td>
<td>µg/L</td>
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<td>Chrysene</td>
<td>µg/L</td>
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<tr>
<td>Dibenzo(a,h)anthracene</td>
<td>µg/L</td>
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<tr>
<td>Fluoranthene</td>
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<td>0.1</td>
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<tr>
<td>Fluorene</td>
<td>µg/L</td>
<td>&lt;0.1</td>
<td></td>
<td>0.1</td>
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<tr>
<td>Indeno[1,2,3-c,d]pyrene</td>
<td>µg/L</td>
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<td>0.1</td>
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<tr>
<td>Naphthalene</td>
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<td>0.1</td>
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<tr>
<td>Phenanthrene</td>
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<td>0.1</td>
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<td>Pyrene</td>
<td>µg/L</td>
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<tr>
<td>Quinoline</td>
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### PAH - Water - Surrogate Recovery

<table>
<thead>
<tr>
<th>Analyte</th>
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<th>Results</th>
<th>Nominal Detection Limit</th>
</tr>
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<tbody>
<tr>
<td>2-Fluorobiphenyl</td>
<td>%</td>
<td>80</td>
<td>50-130</td>
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<tr>
<td>p-Terphenyl-d14</td>
<td>%</td>
<td>81</td>
<td>60-130</td>
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<tr>
<td>Naphthalene-d8</td>
<td>%</td>
<td>78</td>
<td>50-130</td>
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Analytical Report

<table>
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<tr>
<th>Analyte</th>
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<th>Reference Number</th>
<th>Results</th>
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<th>Results</th>
<th>Nominal Detection Limit</th>
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<tbody>
<tr>
<td><strong>Mono-Aromatic Hydrocarbons - Water</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Benzene</td>
<td>ug/L</td>
<td>920724-1</td>
<td>&lt;1</td>
<td>&lt;1</td>
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<tr>
<td>Ethylbenzene</td>
<td>ug/L</td>
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<td>&lt;1</td>
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<tr>
<td>Methyl t-Butyl Ether</td>
<td>ug/L</td>
<td></td>
<td>&lt;1</td>
<td>&lt;1</td>
<td>1</td>
<td></td>
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<tr>
<td>Styrene</td>
<td>ug/L</td>
<td></td>
<td>&lt;1</td>
<td>&lt;1</td>
<td>1</td>
<td></td>
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<tr>
<td>Toluene</td>
<td>ug/L</td>
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<td>&lt;1</td>
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<tr>
<td>Total Xylenes (m,p,o)</td>
<td>ug/L</td>
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<td>&lt;1</td>
<td>&lt;1</td>
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<td><strong>Volatile Petroleum Hydrocarbons - Water</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>VPHw (VHw6-10 minus BTEX)</td>
<td>ug/L</td>
<td></td>
<td>&lt;50</td>
<td>&lt;50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>VHw6-10</td>
<td>ug/L</td>
<td></td>
<td>&lt;50</td>
<td>&lt;50</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

Sampled By: Daryl Schwarz
Company: Levelton

Approved by:
Mathieu Simoneau
Operations Manager
# Quality Control

**Bill To:** Levelton Consultants Ltd.  
**Report To:** Levelton Consultants Ltd.  
**Lot ID:** 920724  
**Control Number:** 1805317

**Project:** FV13-0008-00  
**ID:**  
**Name:** Penticton Yamaha  
**Location:** 124 South Beach Dr, Penticton  
**LSD:**  
**P.O.:** FV13-0008-00  
**Acct code:**  
**Date Received:** Feb 18, 2013  
**Date Reported:** Feb 26, 2013  
**Report Number:**

---

## Mono-Aromatic Hydrocarbons - Water

**Blanks** | **Units** | **Measured** | **Lower Limit** | **Upper Limit** | **Passed QC**
--- | --- | --- | --- | --- | ---
Benzene | ng | 0 | -1 | 1 | yes
Ethylbenzene | ng | 0 | -1 | 1 | yes
m,p-Xylene | ng | 0.0335 | -1 | 1 | yes
Methyl t-Butyl Ether | ng | 0 | -1 | 1 | yes
o-Xylene | ng | 0 | -1 | 1 | yes
Styrene | ng | 0 | -1 | 1 | yes
Toluene | ng | 0.2865 | -1 | 1 | yes
**Total Xylenes (m,p,o)** | ng | 0.0335 | -1 | 1 | yes

**Date Acquired:** February 19, 2013

---

## Calibration Check

**Blanks** | **Units** | **% Recovery** | **Lower Limit** | **Upper Limit** | **Passed QC**
--- | --- | --- | --- | --- | ---
Benzene | ng | 92.71 | 75 | 125 | yes
Ethylbenzene | ng | 94.25 | 75 | 125 | yes
m,p-Xylene | ng | 91.90 | 75 | 125 | yes
Methyl t-Butyl Ether | ng | 90.39 | 75 | 125 | yes
o-Xylene | ng | 93.78 | 75 | 125 | yes
Styrene | ng | 93.28 | 75 | 125 | yes
Toluene | ng | 89.26 | 75 | 125 | yes
**Total Xylenes (m,p,o)** | ng | 92.53 | 75 | 125 | yes

**Date Acquired:** February 19, 2013

---

## Replicates

**Blanks** | **Units** | **Replicate 1** | **Replicate 2** | **% RSD Criteria** | **Absolute Criteria** | **Passed QC**
--- | --- | --- | --- | --- | --- | ---
Benzene | ug/L | <1 | <1 | 60 | 5 | yes
Ethylbenzene | ug/L | <1 | <1 | 60 | 5 | yes
m,p-Xylene | ug/L | <1 | <1 | 60 | 5 | yes
Methyl t-Butyl Ether | ug/L | <1 | <1 | 60 | 5 | yes
o-Xylene | ug/L | <1 | <1 | 60 | 5 | yes
Styrene | ug/L | <1 | <1 | 60 | 5 | yes
Toluene | ug/L | <1 | <1 | 60 | 5 | yes
**Total Xylenes (m,p,o)** | ug/L | <1 | <1 | 60 | 5 | yes

**Date Acquired:** February 19, 2013

---

## Matrix Spike

**Blanks** | **Units** | **% Recovery** | **Lower Limit** | **Upper Limit** | **Passed QC**
--- | --- | --- | --- | --- | ---
Benzene | ug/L | 97 | 75 | 125 | yes
Ethylbenzene | ug/L | 97 | 75 | 125 | yes
m,p-Xylene | ug/L | 98 | 75 | 125 | yes
Methyl t-Butyl Ether | ug/L | 102 | 75 | 125 | yes
o-Xylene | ug/L | 96 | 75 | 125 | yes
Styrene | ug/L | 92 | 75 | 125 | yes
Toluene | ug/L | 91 | 75 | 125 | yes
**Total Xylenes (m,p,o)** | ug/L | 97 | 75 | 125 | yes

**Date Acquired:** February 19, 2013
### Mono-Aromatic Hydrocarbons - Water - Continued

#### Volatile Petroleum Hydrocarbons - Water

<table>
<thead>
<tr>
<th>Blanks</th>
<th>Units</th>
<th>Measured</th>
<th>Lower Limit</th>
<th>Upper Limit</th>
<th>Passed QC</th>
</tr>
</thead>
<tbody>
<tr>
<td>VPHw (VHw6-10 minus</td>
<td>ng</td>
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<td>50</td>
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<td>VHw6-10</td>
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Date Acquired: February 19, 2013

#### Extractable Petroleum Hydrocarbons - Water

<table>
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<tr>
<th>Blanks</th>
<th>Units</th>
<th>Measured</th>
<th>Lower Limit</th>
<th>Upper Limit</th>
<th>Passed QC</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPHw10-19</td>
<td>ug/mL</td>
<td>0</td>
<td>-100</td>
<td>100</td>
<td>yes</td>
</tr>
<tr>
<td>EPHw19-32</td>
<td>ug/mL</td>
<td>0</td>
<td>-100</td>
<td>100</td>
<td>yes</td>
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</table>

Date Acquired: February 19, 2013

#### Matrix Spike

<table>
<thead>
<tr>
<th>Blanks</th>
<th>Units</th>
<th>% Recovery</th>
<th>Lower Limit</th>
<th>Upper Limit</th>
<th>Passed QC</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPHw10-19</td>
<td>ug/L</td>
<td>121</td>
<td>79</td>
<td>128</td>
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<tr>
<td>EPHw19-32</td>
<td>ug/L</td>
<td>119</td>
<td>70</td>
<td>122</td>
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Date Acquired: February 19, 2013

### Polycyclic Aromatic Hydrocarbons - Water

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<th>Blanks</th>
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<th>Upper Limit</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Acenaphthene</td>
<td>ng/mL</td>
<td>0</td>
<td>-0.1</td>
<td>0.1</td>
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<tr>
<td>Acenaphthylene</td>
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<td>0.1</td>
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<tr>
<td>Acridine</td>
<td>ng/mL</td>
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<tr>
<td>Anthracene</td>
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<td>-0.1</td>
<td>0.1</td>
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<tr>
<td>Benzo(a)anthracene</td>
<td>ng/mL</td>
<td>0</td>
<td>-0.01</td>
<td>0.01</td>
<td>yes</td>
</tr>
</tbody>
</table>

Date Acquired: February 19, 2013

---

**Bill To:** Levelton Consultants Ltd.  
**Report To:** Levelton Consultants Ltd.  
**Unit #108 3677 Highway 97 Kelowna, BC, Canada**  
**Attn:** Daryl Schwarz  
**Sampled By:** Daryl Schwarz  
**Company:** Levelton  
**Project:** FV13-0008-00  
**ID:** FV13-0008-00  
**Name:** Penticton Yamaha  
**Location:** 124 South Beach Dr, Penticton  
**LSD:**  
**P.O.:** FV13-0008-00  
**Lot ID:** 920724  
**Control Number:**  
**Date Received:** Feb 18, 2013  
**Date Reported:** Feb 26, 2013  
**Report Number:** 1805317  
**Terms and Conditions:** [www.exova.ca/terms&conditions](http://www.exova.ca/terms&conditions)
Polycyclic Aromatic Hydrocarbons - Water - Continued

<table>
<thead>
<tr>
<th>Blanks</th>
<th>Units</th>
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<th>Lower Limit</th>
<th>Upper Limit</th>
<th>Passed QC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzo(a)pyrene</td>
<td>ng/mL</td>
<td>0</td>
<td>-0.01</td>
<td>0.01</td>
<td>yes</td>
</tr>
<tr>
<td>Benzo(b)fluoranthene</td>
<td>ng/mL</td>
<td>0</td>
<td>-0.01</td>
<td>0.01</td>
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<tr>
<td>Benzo(g,h,i)perylene</td>
<td>ng/mL</td>
<td>0.00051</td>
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<td>Benzo(k)fluoranthene</td>
<td>ng/mL</td>
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<td>-0.01</td>
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<td>Chrysene</td>
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<td>Indeno(1,2,3-c,d)pyrene</td>
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Date Acquired: February 19, 2013

Calibration Check

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<th>% Recovery</th>
<th>Lower Limit</th>
<th>Upper Limit</th>
<th>Passed QC</th>
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<tbody>
<tr>
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<tr>
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<td>Acridine</td>
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<td>Benzo(a)pyrene</td>
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<td>Benzo(b)fluoranthene</td>
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<tr>
<td>Benzo(g,h,i)perylene</td>
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<td>Quinoline</td>
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Date Acquired: February 19, 2013

Replicates

<table>
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<tr>
<th>Units</th>
<th>Repeat 1</th>
<th>Repeat 2</th>
<th>% RSD Criteria</th>
<th>Absolute Criteria</th>
<th>Passed QC</th>
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<tbody>
<tr>
<td>Acenaphthene</td>
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<td>0.5</td>
<td>yes</td>
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<td>84.6</td>
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<td>89.7</td>
<td>87.3</td>
<td>60</td>
<td>0.05</td>
<td>yes</td>
</tr>
</tbody>
</table>
Quality Control

Bill To: Levelton Consultants Ltd.
Report To: Levelton Consultants Ltd.
Unit #108 3677 Highway 97
Kelowna, BC, Canada
Attn: Daryl Schwarz
Company: Levelton

Project: FV13-0008-00
ID: Penticton Yamaha
Location: 124 South Beach Dr, Penticton
P.O.: FV13-0008-00

Lot ID: 920724
Control Sample Units Measured Lower Limit Upper Limit Passed QC
Aacenaphthene ug/L 84.6 50.0 130.0 yes
Aacenaphthylene ug/L 84.6 50.0 130.0 yes
Acridine ug/L 86.8 50.01 129.99 yes
Anthracene ug/L 83.3 50.0 130.0 yes
Benzo(a)anthracene ug/L 89.7 50.01 129.99 yes
Benzo(b)fluoranthene ug/L 84.1 50.01 129.99 yes
Benzo(g,h,i)perylene ug/L 87.6 50.0 130.0 yes
Benzo(k)fluoranthene ug/L 78.8 50.01 129.99 yes
Chrysene ug/L 87.5 50.01 129.99 yes
Dibenzo(a,h)anthracene ug/L 86.5 50.01 129.99 yes
Fluoranthene ug/L 75.5 50.0 130.0 yes
Fluorene ug/L 90.3 50.0 130.0 yes
Indeno(1,2,3-c,d)pyrene ug/L 94.0 50.01 129.99 yes

Polycyclic Aromatic Hydrocarbons - Water - Continued

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<th>Replicates</th>
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<tr>
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<td>Quinoline</td>
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Date Acquired: February 19, 2013

Control Sample Units Measured Lower Limit Upper Limit Passed QC

Control Sample Units Measured Lower Limit Upper Limit Passed QC

PAH - Water - Surrogate Recovery

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## PAH - Water - Surrogate Recovery - Continued

### Calibration Check

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*Date Acquired: February 19, 2013*

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<td>Naphthalene-d8</td>
<td>%</td>
<td>78</td>
<td>40</td>
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*Date Acquired: February 19, 2013*
## Method of Analysis

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<td>BTEX-VPH - Water (MS)</td>
<td>BCELM</td>
<td>* Volatile Hydrocarbons in Water by GC/FID, VH Water</td>
<td>19-Feb-13</td>
<td>Exova Surrey</td>
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<tr>
<td>EPH - Water</td>
<td>BCELM</td>
<td>* Extractable Petroleum Hydrocarbons (EPH) in Water by GC/FID, EPH Water</td>
<td>19-Feb-13</td>
<td>Exova Surrey</td>
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<td>PAH - Water (Surrey)</td>
<td>BCELM</td>
<td>* Polycyclic Aromatic Hydrocarbons in Water by GC/MS - PBM, PAH Water</td>
<td>19-Feb-13</td>
<td>Exova Surrey</td>
</tr>
</tbody>
</table>

* Reference Method Modified

## References

- BCELM  
  B.C. Environmental Laboratory Manual  
- B.C.M.O.E  
  B.C. Ministry of Environment

## Comments:

Please direct any inquiries regarding this report to our Client Services group.  
Results relate only to samples as submitted.  
The test report shall not be reproduced except in full, without the written approval of the laboratory.
Hydrocarbon Chromatogram

Bill To: Levelton Consultants Ltd.  
Report To: Levelton Consultants Ltd.  
Project ID: FV13-0008-00  
Lot ID: 920724  
Name: Penticton Yamaha  
Location: 124 South Beach Dr, Penticton  
Date Received: Feb 18, 2013  
Control Number:  
LSD: Date Reported: Feb 20, 2013  
P.O.: Report Number: 1805317  
Attn: Daryl Schwarz  
Sample by: Daryl Schwarz  
Company: Levelton  
Sample Date: Feb 14, 2013

Product Carbon Number Ranges

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<tr>
<td>Gasoline</td>
<td>C4-C12</td>
</tr>
<tr>
<td>Varsol</td>
<td>C8-C12</td>
</tr>
<tr>
<td>Kerosene</td>
<td>C7-C16</td>
</tr>
<tr>
<td>Diesel</td>
<td>C8-C22</td>
</tr>
<tr>
<td>Lubricating Oils</td>
<td>C20-C40</td>
</tr>
<tr>
<td>Crude Oils</td>
<td>C3-C60+</td>
</tr>
</tbody>
</table>

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APPENDIX H: STANDARD LIMITATIONS
STANDARD LIMITATIONS

1. The findings and conclusions documented in this report have been prepared for specific application to this project and have been developed in a manner consistent with that level of care normally exercised by environmental professionals currently practising under similar conditions in the area.

2. The findings of this report are based solely on data collected on Site during this investigation and pertain only to the locations that have been investigated and on the conditions of the Site during the completion of the work. Levelton has relied on good faith on information provided by individuals and sources noted in the report. No other warranty, expressed or implied, is made.

3. If new information is developed in future work that affects the conclusions of this report, Levelton should be contacted to re-evaluate the conclusions of this report and provide amendments as required.

4. The service provided by Levelton in completing these investigations is intended to assist the client in a business decision. The liability of the Site is not transferred to Levelton as a result of such services, and Levelton does not make recommendation regarding the purchase, sale, or investment in the property.
X-SECTIONS TAKEN AT THE MARINA BUILDING

MARCH 19/85
SCALE 1:20

LEVEL, BS
Top of brick
Top of brick
Top of brick
Top of brick
Top of brick

MIDDLE OF BLDG.
0100 0150 1100 1150 2100

SOUTH SIDE OF BLDG.
0100 0150 1100 1150
SKAHA LAKE PARK
EAST PLAN

March 16, 2021
FOREWORD

Skaha Lake Park is known for its beauty, ambiance and serene environment. We have inherited this gem and have a responsibility to be the custodians of the park so that it remains for all people, for all time and for the health and wellness from the youngest to the elderly. Nature has blessed this park with gifts such as pristine water, soft sands, emerald green grasses, deciduous and stately coniferous trees and many wondrous and unique creatures. Through this plan, we attend to and care for the man-made features. The plan for the marina, riparian area, the boathouse, the promenade and a new location for the parking lot reflect the guidance of the community expressed in our Parks and Recreation Master Plan.

Many minds and talents have invested energy and time in developing this plan and making new partners and friends in the process - a human salad of those who love this park. We have all worked to do it right and make sure the environmental gifts are cared for in the process. Let’s never forget that the park calls for our attention when it is threatened.

Enjoy.

Peter Osborne
Protect Penticton Parks Society
ACKNOWLEDGEMENTS

To the City of Penticton residents who gave their time and shared their ideas in the development of this plan through the workshops, information sessions, and feedback forms – thank you for providing us with your insights.

The City would like to also acknowledge the contributions or support of the Penticton City Council, the Parks and Recreation Advisory Committee, Penticton Indian Band Council and staff, the Penticton Racing Canoe Club, the Dragon Boat Festival Society and the Skaha Marina as well as the members of the Protect Penticton Parks Society.

Also deserving of special recognition is Peter Osborne of the Protect Penticton Parks Society for his invaluable knowledge and contributions to the development of this plan and his unwavering commitment to protecting Skaha Lake Park for the residents of Penticton.

The City would also like to acknowledge the following organizations for their work in support of this plan.

- Landform Architecture Ltd.
- Outland Design – Landscape and Architecture
- South Okanagan Similkameen Conservation Program
- Waters Edge Engineering Ltd.

March 16, 2021
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9. ENVIRONMENTAL AND ARCHEOLOGICAL CONSIDERATIONS
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15. FIGURE 4: RECOMMENDED PLAN
1. PLAN SCOPE

One of the main priorities of the Parks and Recreation Master Plan is the development of a plan for Skaha Lake Park. Recognizing that much of the park is functioning well and there is a pressing need for direction on the future of the marina, boat house and spray park, the scope was narrowed to the east end of the park.

*Skaha Lake Park East Plan Project Area*
2. PARK CONTEXT AND EXISTING CONDITIONS

An analysis of the condition of this area of the park and its amenities within the project area is provided in Table 1 below to inform the plan objectives.

Table 1: Existing Park Features and Conditions

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
<th>Key Strengths</th>
<th>Key Issues</th>
</tr>
</thead>
</table>
| Marina Building | • Built in 1960s
• Private operators
• Full-service marina including boat repairs, rentals and moorage
• Currently houses a café | • Support from boating community
• Viable business opportunity
• Recognized asset for the community | • Straddles City and Provincial property
• Minimum investment of $400K needed to replace major building systems
• License to operate with the Province expires in four years |
| Marina Docks    | • Four docks and fingers providing 94 slips
• Primarily local use | • Only marina on Skaha Lake
• Rubble mound breakwater in good condition
• Moorage reduces congestion
• Only fuel station on the lake and provides safe fuelling
• Recognized asset for the community | • Docks beyond service life and unsafe (replacement 50% complete)
• $698K in improvements needed
• Environmental considerations (i.e. efforts to restore sockeye and kokanee, home to zebra mussels)
• License to operate with the Province expires in four years |
<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
<th>Key Strengths</th>
<th>Key Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Splashpad</td>
<td>• Estimated to be built in the 1990s</td>
<td>• Popular, no-fee amenity</td>
<td>• Outdated systems are expensive to maintain</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Safe outdoor recreation for children</td>
<td>• Approaching end of service life</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Rotary interested in funding</td>
<td>• Asphalt surface unsafe</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Replacement cost approximately $450K</td>
</tr>
<tr>
<td>Concession</td>
<td>• Concession licensed to private service providers</td>
<td>• Simple construction and is structurally sound</td>
<td>• Dated aesthetic</td>
</tr>
<tr>
<td></td>
<td>• Public washroom and change rooms attached</td>
<td>• Washroom siting in proximity to splash pad, playground and boat house is ideal</td>
<td></td>
</tr>
<tr>
<td>Boathouse</td>
<td>• Shed constructed in 1960s converted to storage for dragon boats and canoes</td>
<td>• High level of participation in paddling activities</td>
<td>• Building is past useful life and targeted by vandals</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Facility close to shore convenient for user groups</td>
<td>• Space is inadequate for paddling groups</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Boat ramp does not extend to lake</td>
</tr>
<tr>
<td>Riparian / Natural Area</td>
<td>• Engineered creek built to provide overflow from detention pond to lake</td>
<td>• May be home to species-at-risk such as turtles and reptiles</td>
<td>• Area adjacent to creek populated by invasive species</td>
</tr>
<tr>
<td>Feature</td>
<td>Description</td>
<td>Key Strengths</td>
<td>Key Issues</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>Paths</td>
<td>• Paths allow pedestrians to walk along the lakeshore and access some amenities</td>
<td>• Popular waterfront promenade</td>
<td>• Limited connection between west and east end of park&lt;br&gt;• Unsafe passage across boat launch and parking area&lt;br&gt;• Limited accessibility</td>
</tr>
<tr>
<td>Beach</td>
<td>• Consistently one of the favorite beaches in Canada</td>
<td>• Most prized area of the park&lt;br&gt;• Popular destination for locals and tourists</td>
<td>• Challenges with sand erosion&lt;br&gt;• Structural challenges with retaining wall interface between beach and parking lot</td>
</tr>
</tbody>
</table>
3. PARK USER AND INTEREST GROUPS

A summary of the primary interest and user groups in the park area is provided in Table 2 below to inform the plan objectives.

Table 2: Interest and User Groups

<table>
<thead>
<tr>
<th>Interests and User Groups</th>
<th>Description</th>
<th>Key Strengths</th>
<th>Key Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indigenous Relationship</td>
<td>• The park is in the traditional territory of the Okanagan Syilx</td>
<td>• PIB is working to restore Kokanee and Salmon populations</td>
<td>• No awareness of significance of park to Okanagan Syilx</td>
</tr>
<tr>
<td></td>
<td>• Legend has it that the park was home to the Syilx leader Chief Nkwala</td>
<td></td>
<td>• May be of archeological and environmental significance</td>
</tr>
<tr>
<td>Outrigger Paddling</td>
<td>• Penticton Racing Canoe Club has 50 members and youth program</td>
<td>• Hosts two events each season</td>
<td>• Inadequate storage</td>
</tr>
<tr>
<td></td>
<td>• Stores 36 small boats and 3 large boats</td>
<td>• One in May which attracts 500 attendees and one in August that attracts 150</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Club is growing</td>
<td></td>
</tr>
<tr>
<td>Dragon Boats</td>
<td>• Dragon Boat Festival Society has 400 members</td>
<td>• Known for two signature events - one in June that attracts about 800 and a second in September that attracts 2,000.</td>
<td>• Inadequate storage</td>
</tr>
<tr>
<td></td>
<td>• Offer programming to the public</td>
<td></td>
<td>• Boats weigh approximately 800 lbs and are difficult to store</td>
</tr>
<tr>
<td></td>
<td>• 7 boats and desire to add 3 more</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **Motorized Boats** | • Actively used by locals and tourists | • Important to tourism and economic development | • Parking lot congestion and safety concerns  
| | | | • Parking availability during peak times  
| **Nautical Dog Café** | • Café located in the marina building offering breakfast, lunch and coffee  
| | • Sub-license to marina operators | • Very popular with locals  
| | | • Generated year round activity  
| | | • Building condition  
| | | • May not be sustainable with short-term license arrangement  
| **Skaha Marina** | • 2 + 1 year license to provide marina services | • Viable business  
| | | • Popular operator  
| | | • Numerous improvements made  
| | | • Condition of building and docks  
| | | • Short-term license limits investment  
| **Tickleberries** | • Three-year license to use East concession | • Popular operator  
| | | • Condition of the building  
| | | • Aesthetic of building  

March 16, 2021
4. PLAN OBJECTIVES

Through the analysis of the existing conditions of the park and its amenities and the interests of the park’s primary users, the following needs were identified for the plan. These needs were confirmed with the community through the engagement process.

- Provide direction for aging City facilities and amenities (marina, docks, splashpad, boat house)
- Gauge support for the current recreational and commercial users in the park
- Develop a strategy to address ecological vulnerabilities
- Recommend opportunities to recognize the Indigenous relationship to the park
- Improved pedestrian connections and integration with the rest of the park
- Align on approach to fund marina improvements (i.e. private or public funding)
- Ensure recommendations align with Parks & Rec. Master Plan and Park Land Protection and Use Policy

The Parks and Recreation Master Plan was developed with significant involvement of the community and was approved by Council in 2018 along with the new Park Land Protection and Use Policy and the Parks Dedication Bylaw.
5. PROCESS

The process to develop the Skaha Lake Park East Plan was conducted in four phases beginning in 2019.

Phase 1 – Context, Process & Ideas

The first phase of the process gathered the information and resources needed to prepare the plan. Steps included:

- Overview of the project for Council and the Parks and Recreation Advisory Committee
- Reviews of historical documents and existing technical analysis
- Assessment of current conditions of the park and amenities such as the riparian area, foreshore, marina, boathouse and splashpad
- Development of the project and engagement plans
- Discussions with key stakeholders and user groups to understand needs
- Video, open houses and online community engagement to inform the community and gather ideas

Phase 2 – Concept Development & Review

The second phase of the process involved preparing concepts for consideration of stakeholders and the community. The concepts are shown in Figure 1. Steps included:

- Review of the findings from consultation and community engagement
- Work with landscape architects to develop three concepts to reflect options for the park and estimated costs
  - Concept A focused on the balance of uses that exist today
  - Concept B maintained the focus on non-motorized boating while transitioning motor boat usage to day use only
  - Concept C strongly emphasized non-motorized boating while still supporting the multi-use character of the park
- Work with building architect to explore options for boathouse and create boathouse concept
- Update for Council and the Parks and Recreation Advisory Committee
- Online workshops, videos, materials and feedback forms to raise awareness of the concepts and gather feedback
- Consultation with stakeholders and user groups
- Analysis by environmental and engineering professionals to understand impacts of concepts
Phase 3 – Plan Development & Review

The third phase of the process compiled the findings of the second phase to prepare a draft plan for review with the community. The draft plan is shown in Figure 2. This phase included:

- Work with landscape architect to prepare consolidated draft plan and refined costs. The draft plan featured:
  - completing the replacement of the marina docks;
  - a refurbishment of the marina building;
  - a new and expanded boathouse near the existing footprint;
  - a new splash pad;
  - an extension of a promenade to the marina building;
  - naturalization of the riparian areas;
  - and, other enhancements to trails and green space.
- Host community engagement activities to review draft plan and new options with the community including online information sessions and a self-guided walking tour
- Further discussions with stakeholders and user groups to gather feedback on draft plan
- Update for Council and the Parks and Recreation Advisory Committee

As part of reviewing the draft plan, the City also introduced two new options for consideration by the community:

- Inclusion of a licensed restaurant as part of the marina building
- Relocation of the boat trailer parking lot to the south of the park and return the existing site to park use (See Figure 3 for the alternative location.)

Phase 4 – Recommendation & Council Decision

Based on the results of the third phase, staff finalized the plan for consideration by the Parks and Recreation Advisory Committee for a recommendation and Council for a decision. The recommended plan features:

- completing the replacement of the marina docks;
- a renewal of the marina building;
- a new and expanded boathouse near the existing footprint;
- a new splash pad;
- an extension of a promenade to the marina building;
- naturalization of the riparian areas;
- allowing for a café and licensed restaurant in the marina building
- a reconfiguration of the boat trailer parking lot away from the shore
- and, other enhancements to trails and green space.
6. COMMUNITY ENGAGEMENT

Skaha Lake Park is the most highly valued of Penticton's parks. Community involvement was a priority throughout the process. In each phase, the community had the opportunity to learn more about the needs and opportunities in the park and share their ideas and feedback. The following is a summary of the activities conducted and the findings.

Pre-Project (2019)

Prior to the project kick off, a group of citizens belonging to the Protect Penticton Parks Society undertook their own study, analysis and engagement in the development of a plan for this end of the park. The result of their work was a model for the east end of the park that was integrated in the process conducted by the City and influenced the recommendations in the plan.

Phase 1 – Context, Ideas and (Dec 2019 / Jan 2020)

The focus in the first phase of the process was to raise awareness of the work to develop a plan and invite citizens to learn more and share their ideas and feedback. The following activities were conducted to support the involvement of the community:

- The engagement program was kicked off with a presentation to Council
- Awareness of the program was raised through a press release and advertisements in social media and local newspapers as well as emails to the City’s shapeyourcitypenticton.ca database.
- Skaha Lake Park was included in two multi-topic open houses attended by 408 citizens on Dec. 4 and 5.
- All of the information shared at the open houses was also available on the City’s shapeyourcitypenticton.ca website which was accessed by 561 citizens.
- Citizens were invited to formally share their feedback by completing a feedback forms. 240 forms were received.

Through these activities, the City learned there is support to:

- Continue to offer beach vending (i.e. concessions)* (82.3% support)
- Renew the splash pad / spray park* (75.6% support)
- Rebuild a boat house for dragon boats / outrigger canoes* (74.2% support)
- Continue to have a café associated with the marina* (74% support)
- Continue to offer a marina with boat rentals, moorage and fuel sales* (67.1% support)
- Add a “green” pedestrian connection along the waterfront* (55.7% support)
• Expand food/drink offerings at the marina (i.e. restaurant / pub) (53.4% support)
• Add a 150’ wharf to separate motorized / and non-motorized watercraft* (50.4% support)
• Reconfigure or reduce parking to increase greenspace* (27.1% support)

Phase 2 – Concept Development and Review (November 2020 – January 2021)

In the second phase of the process, the City prepared three concepts to reflect the ideas heard in Phase 1 and reviewed them with the community. Staff conducted a number of activities to involve the community while respecting the restrictions on gatherings due to COVID-19. These activities included:

• Communication or consultation with key agencies and stakeholders including:
  • Dragon Boat Festival Society
  • Protect Penticton Parks Society
  • Penticton Indian Band staff
  • Penticton Racing Canoe Club
  • Skaha Marina
  • South Okanagan Similkameen Conservation Program
• Raising awareness through advertising, local media and social media prior to the holidays. A video prepared to inform citizens about the project received 10,200 views.
• Three interactive, online workshops on Jan. 7, 8 and 9 attended by approximately 100 citizens representing a wide range of interest.
• Video presentation and feedback form available through shapeyourcitypenticton.ca completed by 287 citizens.
• Print materials available at the City’s kiosks.

Some of the key findings from these activities include:

• There was a high level of participation by the paddling and motorized boating community as well as park advocates.
• There is strong interest in continuing to support the range of recreation activities in this section of the park. The majority of participants selected Concept A as their first preference. Concept A focuses on the balance of uses that exist today.
• There was also strong support to invest in continuing the services of the marina (docks and building) as it is today with 64.8% preferring this option.
• There is strong interest in improving support for the paddling community by allowing for a new boathouse to be constructed. Support for the possible location was split between the existing site (47%) and a new option that combined the concession with a new boathouse and received support from 30% of participants.
• The engagement also explored opportunities to fund the range of options and specifically gathered feedback on the community’s interest in leasing the marina building and docks as a way to offset the costs of the nearly $1.1 million estimated to restore these facilities. 59% agree that the City should pursue opportunities to privately fund these improvements including through a lease. 19% would prefer to see it funded by taxpayers to ensure that parklands are not commercialized.

• Through the engagement process, suggestions to relocate the parking lot away from the shore and incorporating a licensed restaurant at the marina resurfaced. Staff decided to include these new options in the final round of engagement to understand broad community support.

The results of the engagement program and key findings were shared with the Parks and Recreation Advisory Committee (PRAC) at their meeting on January 18, 2020. At the meeting, the committee supported staff preparing the Draft Plan and moving to the next phase of engagement.

Phase 3 – Plan Development and Review (January 2021 – March 2021)

Based on the results of the second round of engagement and further technical analysis, a draft plan was prepared based on Concept A for review with the community. The draft plan featured:

• Completing the replacement of the marina docks
• A refurbishment of the marina building;
• A new and expanded boathouse near the existing footprint;
• A new splash pad;
• An extension of a promenade to the marina building;
• Naturalization of the riparian areas;
• Other enhancements to trails and green space.

A concept was also developed to support discussion about the option for an alternate location for the boat trailer parking lot.

The City conducted a third and final round of engagement to confirm the direction of the plan and gather feedback on the new options. Activities to review the draft plan and new options included:

• Follow up correspondence with Penticton Indian Band staff and meetings with the following user and interest groups to update on outcome of engagement, discuss options and confirm the direction of the plan:
  o Dragon Boat Festival Society
  o Penticton Racing Canoe Club
  o Protect Penticton Parks Society
• Skaha Marina
  • South Okanagan Similkameen Conservation Program
  • Newspaper ads, social media posts and a promotional video watched by 7,200 people to raise awareness.
  • Self-guided walking tour featuring nine stations at Skaha Lake Park in place for duration of the engagement program. Anecdotal feedback indicated it was very popular.
  • Outdoor drop-in session for the community on Feb. 27 between 10 am and 2 pm at Skaha Lake Park.
  • Two online information sessions for the community on Feb. 25 and Mar. 4 attended by approximately 100 citizens including members of Council, the Parks and Recreation Advisory Committee, user groups and the general public.
  • Materials and feedback form online at shapeyourcitypenticton.ca. Feedback was provided by 455 citizens and documents were downloaded 842 times.
  • Print materials available at the engagement kiosks located at Nautical Dog Café, City Hall and the library.

Some of the key findings from this round of engagement include:

• The main recommendations in the draft plan were well received by participants as shown in the following chart.

![Agreement with key recommendations chart]

• The option of allowing for a licensed restaurant as part of the marina was supported by participants with 75% agreeing or strongly agreeing with the option. Participants who support the idea believe it will be a much-needed, year-round amenity in the east end of the park. Those that are opposed are concerned about commercialization of the parkland and making alcohol available near motorized boats.
• The option of relocating the boat trailer parking southeast of the marina was also supported by 63% who agree or strongly agree with the idea. While the benefit of the added greenspace was well received, many boaters expressed concern about moving the proposed location offering that it would increase congestion, traffic problems and remove functionality others suggest it is “change for the sake of making change”.

• Despite some concerns about the final design of some of the recommendations, including the boathouse and boat trailer parking lot, participants agree with the plan as a whole with 82% being very (48%) or somewhat (34%) supportive.

The City also discussed the draft plan with representatives of the Penticton Indian Band and the user and interest groups who are active in the park. A summary of their feedback is provided below.

• In a conversation with staff, a representative with the Penticton Indian Band indicated that the Band Council is generally supportive of the recommendations and will be forwarding a letter to the City outlining their official position with regards to the plan.

• Staff have had many conversations with the Penticton Dragon Boat Festival Society, the Penticton Racing Canoe Club, and the Skaha Marina. The representatives of these user groups have been very supportive of this process and the outcome.

• Staff have worked with the Protect Penticton Parks Society throughout the process. In a letter from member Peter Osborne, the Society outlines a few specific requests including a 48’ separation between the walkway to the doors of the new boathouse to improve sightlines. They also would like to see a minimum of a 16’ wide and 240’ long section of greenspace along the promenade with the relocation of the parking lot which is supported. They also commented that they do not support allowing for a licensed restaurant and their view is that the proposal for a licensed restaurant does not align with the direction in the Parks and Recreation Master Plan.

7. RECOMMENDATIONS AND IMPLEMENTATION

With the results of the third and final round of engagement, a final version of the plan was prepared. A description of the key features of this plan and some of the considerations for implementation are provided below.

Rebuild and Expand the Boathouse

The plan proposes to support paddling by replacing the existing boathouse with a new, expanded facility. The boathouse will be located near the existing site. The building will be approximately double the current size to accommodate the growth of the paddling community. The building will incorporate attractive, sustainable design and the final concept will be developed in collaboration with the user groups.
The ramp on the beach will be extended to the water to make it easier to load and unload the boats and provide access to the water to people with disabilities. Implementation of this will occur through:

- Partnership with the user groups and community; and
- Identification of funding, detailed design, siting and eventual construction.

**Reinvestment and enhancement to the Marina lands**

The plan proposes to retain a marina and moorage to continue to serve the community in the long term. More details about each of the components, and how they have been incorporated into the plan, are as follows:

- **Complete Moorage Replacement**
  The plan proposes to support motorized boating by continuing to provide the current moorage and complete the replacement of the remaining docks with environmentally-safe materials. The availability of moorage is deemed to be important to reduce congestion during the busy summer season and contributes to the viability of the marina for licensed operators. The plan also recommends replacing the fuel dock and relocating it to the shore to reduce environmental risks. Additional sections of floating dock will be added to improve safety and access for boaters launching and retrieving boats. No expansion to moorage will be considered to minimize potential environmental impacts.

- **Renew the Marina Building**
  The marina building will also be renewed as part to provide space for the marina operations and café services. The addition of vertical storage racks in the parking lot behind the building is featured to address the need for more storage and allow for a valet service.

  Given the existing condition of the building, the option of replacing the building at or near the existing footprint within the fenced compound would also be considered. This would make it possible to shift the location of the building which currently straddles City and Provincial lands entirely on to City property.

- **Allow for a Licensed Restaurant**
  As part of a renewal or replacement of the marina building, the plan allows for a licensed restaurant. The addition of a restaurant would increase the year-round vibrancy, surveillance and public safety of the area and transform the facility into an attractive destination for residents throughout the entire year and visitors during the tourist season. The intent would be to allow for both a café and a licensed restaurant to serve different markets at
different times of the day. Parking requirements would need to be considered in the detailed design.

Implementation of these recommendations will depend on the funding method selected:

- If there is interest in private funding through a long-term lease, the following would need to occur:
  - Request assent of the electors to enter into a lease via the upcoming by-election
  - Pending the outcome, a further public process would be initiated to engage a potential proponent, including determining the specific terms/conditions of any long-term arrangement.
  - Undertake an open competitive expression of interest process to secure a long-term operator.
- If there is interest in continuing with short-term operator licenses (as with the current and historical arrangement), the following would occur:
  - Partnership with the user groups and community; and
  - Identification of funding for detail design, siting and eventual construction.
  - A public process to engage an operator consistent with past practice

Other considerations for implementation upon determination of funding option include:

- Identification of detailed design and siting
- Assessment of and application for required permits

**Replace Splash Pad**

The plan proposes to replace the Rotary Family Splash Pad at or near its current location with a fully accessible and modern amenity. In recognition of the significance of the parklands to the Penticton Indian Band, the opportunity to incorporate an Indigenous theme that recognizes the importance of the environment and educates the children will be explored. Implementation of this will occur through:

- Partnership with the Rotary Club, Penticton Indian Band and the community; and
- Identification of funding for detail design, siting and eventual construction.
**Expand Promenade and Pathways**

The plan proposes a number of improvements to enhance safety and the pedestrian experience in this end of the park. The promenade near the boathouse will be widened and incorporate seating. It will also be extended along the parking lot and receive special treatment across the boat launch to improve safety and connect pedestrians to the east end of the park. An additional path will be added on the south side of the marina to encourage better access to the south parking area. Implementation of this will occur through:

- Identification of capital plan items for implementation over the coming years.

**Naturalize Riparian Area**

The plan seeks to address the ecological sensitivities in this area of the park. It proposes to enhance the natural environment by restoring the riparian area where the man-made creek enters the lake, preserving and adding to the tree canopy cover and incorporating native species where possible. Implementation of this will occur through:

- Completing an environmental assessment of this area to ensure continued support and future improvement of the riparian area.
- Identification of capital plan items for implementation over the coming years.

**Boat Trailer Parking Lot Reconfiguration**

The final round of engagement offered two options for the vehicle and boat trailer parking arrangements. The feedback from the engagement process suggested that there was value in relocating this parking lot away from the waterfront and replacing this space with usable waterfront park land. The feedback also identified some challenges to the motorized boating community with the proposed relocation to the south of the property west of the marina area.

In an effort to balance the opportunity to enhance the water front green space and minimize the impact to the motorized boating community the plan was revised. The result shifted the parking area to the east of the existing parking lot allowing for better usage of the high value water front parkland and continued functionality for the motorized boating community. Implementation of this will occur through:

- Identification of funding for detail design, siting and eventual construction.

**Indigenous Relationship**

The City acknowledges the historical significance of the parkland to the Penticton Indian Band as well as the importance of restoring sockeye and kokanee populations to Skaha Lake. To this end, staff have initiated discussions with the Penticton Indian Band to understand their interests in the direction of the plan. Staff are planning to
conduct an archeological assessment and a review by a Qualified Environmental Professional to support these efforts. Additionally, the plan proposes opportunities to recognize the Indigenous relationship to the park through inclusion of art, park signage, informational displays as well as the design of the splashpad. Implementation of this will occur through:

- Conduct an archeological and environmental assessment as part of the plan’s implementation.
- Work with Penticton Indian Band through the detail design stages to identify opportunities to recognize the Indigenous relationship to the park.
8. FINANCIAL ANALYSIS

The financial estimates for the plan are high level, order of magnitude estimates that are intended to provide to support consideration of the plan. Final costs will be confirmed as part of the detailed design process.

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>$811,000</td>
</tr>
<tr>
<td>Splash Pad</td>
<td>$450,000</td>
</tr>
<tr>
<td>Marina Building (Base Upgrades)</td>
<td>$400,000</td>
</tr>
<tr>
<td>Marina - Docks</td>
<td>$700,000</td>
</tr>
<tr>
<td>Boat House</td>
<td>$456,000</td>
</tr>
<tr>
<td>Parking Lot – Reconfiguration</td>
<td>$400,000*</td>
</tr>
</tbody>
</table>

*The figure shown reflects the estimated costs of the redesigned parking lot included in the final recommended plan presented to Council for approval at their meeting on March 16, 2021. The costs are preliminary at this stage and will be refined through detailed design.

With the adoption of the plan, financing/funding options for each of these elements will be further explored. This may include grant funding, partnerships (such as the Rotary Club for the splash pad), private funding (pending support for various lease options) or other more traditional municipal sources of funding (taxes or user fees). Recommendations for funding the recommendations in the plan will be considered as part of future financial planning processes.
9. ENVIRONMENTAL AND ARCHEOLOGICAL CONSIDERATIONS

The City engaged a Qualified Environmental Professional consultant to review the draft plan including two options for the boat trailer parking lot. Their initial assessment consists of an inventory of environmental values of the area, guidance on all of the regulations, permits, and processes that will be required as this project matures to the construction stage. Additionally, they provided a habitat balance evaluation to assess the net change in overall habitat value pre- to post-development for each of the two proposed options. As the location of the parking lot has changed in the recommended plan, the QEP report will need to be updated. The following is a summary of the recommendations based on the draft plan:

- Keeping the parking lot in its current location is the most environmentally sound option;
- If it is possible to relocate the stream outlet to the south of the rock breakwater it would provide greater value to fisheries resources;
- Existing riparian vegetation is largely comprised of Russian Olive, a highly invasive non-native species which should be removed and replaced with suitable native alternatives;
- Efforts to widen and enhance the riparian areas and stream should be explored, ideally a 10 meter wide riparian area on either side of the stream should be planted with native species and protected;
- If possible pathways should be set back from the riparian areas where possible;
- Every effort to protect mature vegetation should be made, especially trees and mature vegetation. If trees must be removed they should be replaced with as large a diameter tree as possible; and
- Following the completion and determination of the final concept design and a survey of the existing conditions, a detailed habitat restoration plan should be prepared and the habitat balance memo should be updated to aid in the determination of appropriate compensation and/or restoration/enhancement plantings.

As the land within this plan has significant historical indigenous value an Archeological Assessment of the plan area will be commissioned in the near future. This assessment will ensure the preservation of indigenous artifacts and will assist in the environmental permits and processes that will be required.

10. POLICY ALIGNMENT

March 16, 2021
Penticton’s parks are highly valued by City residents due to the social, economic and personal benefits they create. After extensive consultation with the community, the City adopted a new Parks and Recreation Master Plan, Park Land Protection and Use Policy and Park Dedication Bylaw in 2018 to direct the City’s activities in Penticton parks. Alignment with these policies was identified as a need for this plan and the following is a summary of how the plan considers these documents, bylaws and policies.

**PARKS AND RECREATION MASTER PLAN DESIGN GUIDELINES**

The plan provides design guidelines for the design of new and upgraded parks are comfortable, safe, accessible and attractive. The proposed concept for Skaha Lake Park East:

- Celebrates local artists by incorporating a sculpture in the park
- Improves seating by adding boardwalk seating and additional benches along the promenade.
- Introduces additional trees to green the large boat trailer parking lot
- Considers a restaurant to support year round vibrancy, an amenity for the public and visitors, and improved park surveillance and crime prevention
- Recommends to return the current parking lot to greenspace to allow for more gathering places adjacent to the lake
- Suggests relocating the parking lot to the southern perimeter of the park away from prime park land along the shore
- Incorporates measures to naturalize the riparian area and prevent erosion of sand
- Encourages creativity and interest with the incorporation of Indigenous themes and education into park design and amenities

**PARK LAND PROTECTION AND USE POLICY**

This policy provides direction on the protection and use of public park land in accord with the Official Community Plan, Parks & Recreation Master Plan and Zoning Bylaw. The proposed concept for Skaha Lake Park East meets the following policies:

- **Support recreational opportunities, healthy living and enhance public enjoyment of parks** – The plan allows for a boathouse for the paddling community and a marina building and docks for the non-motorized boating community supporting motorized and non-motorized uses in the park. It also enhances pedestrian connections and the greening of the park for the enjoyment of all users.

- **Safeguard public access and community affordability** – The plan improves access with the creation of a path that extends from the boathouse to the southern perimeter around the park and the marina. While moorage at the marina is membership based, the services of the marina (fuel, rentals) as well as use of the boat launch make it possible for boating enthusiasts to enjoy
the lake. The boathouse would be operated by the paddling community and as a requirement of their license to use the facility, they would be required to support public programming.

- **Protect public ownership** - The City is asking residents to consider allowing a lease of the marina building and docks to attract a private operator and investment in these amenities. The City is following the process outlined in the policy to have a lease considered by the public through a referendum. This process will occur separately from the development of this plan and approval of this plan is not dependent on private funding.

- **Protect, preserve and promote park land** – The plan preserves all current greenspace and recommends enhancing the greenspace adjacent to the shore. It also invites citizens to consider a restaurant use as part of the concept for the marina building. The City is conducting public engagement to gauge support for this proposed use.

- **Engage the community in park governance and decisions** – Through the development of this plan, the City has consulted extensively with the community to gauge support for the recommendations. If it is approved, there are a number of additional processes that will need to be followed before options such as the relocation of the parking lot, the inclusion of a restaurant and funding through a lease can be considered as outlined above.

**PARK DEDICATION BYLAW**

This bylaw identifies the parks that are dedicated in the City and the requirements for considering license of use, license of occupation and leases in dedicated parks.

- Consistent with the Park Land Protection and Use Policy, the Park Dedication Bylaw also requires approval of the electors before the City can consider granting a lease of all or part of the land dedicated as park.
11. SUMMARY

The process to develop the Skaha Lake Park East plan was initiated in 2019. Recognizing the importance of this park to the community and some of the significant decisions that need to be made, the City undertook an extensive consultation process to involve residents in each phase of the work to develop the plan and to share all information related to the project in a balanced and transparent manner. To this end, staff completed a multi-month public process to gather the ideas and feedback of the community and user groups, understand the environmental considerations and the Indigenous relationship to the park, estimate the costs and explored funding options, consulted experts in landscape and building design, and considered the guidance provided by the Park Land Protection and Use Policy and Parks and Recreation Master Plan. This work has resulted in the preparation of a plan that has the support of the community and addresses the needs in the park as follows:

1. Implement the direction provided in the Parks and Recreation Master Plan and other guiding documents

With the approval of the Parks and Recreation Master Plan (PRMP) in 2018, the City had a document to guide the process and the development of the plan to ensure alignment with the expectations of the community. This plan was closely followed from the design of the process to the final recommendations. Recommendations such as the inclusion of art, the addition of seating along the promenade, and the reconfiguration of the parking lot are some examples of how this plan follows the design guidelines in the PRMP.

As Skaha Lake Park is dedicated park, the Park Dedication Bylaw and the Park Land Protection and Use Policy were also considered in the development of this plan. These documents both have an objective to protect public park lands and provide specific requirements for considering license of use, license of occupation, and leases in dedicated parks. As there is support for exploring a lease to fund the marina improvements, the City will follow the process outlined in the Bylaw and the Policy to have the community consider this option which includes a requirement for electoral assent. More information about the steps to complete this process is provided in the Implementation section.

2. Determine uses supported by the community

The development of the plan provided the community with the opportunity to reconsider the uses supported in the east end of the park. With the creation of three different concepts, residents were invited to envision transitioning the park to a non-motorized future or continuing to support a range of motorized and non-motorized uses. Through the engagement program, the City learned that citizens support the
recreation activities enjoyed in the east end of the park today and want to see the non-motorized and motorized uses continue to be supported in the future.

3. **Provide direction for aging facilities**

One of the main reasons for the development of this plan was to determine a plan for some of the aging facilities in the park. Through the engagement process, the City learned that there is strong support to provide the facilities needed to continue the uses currently enjoyed in the park. This includes completing the replacement of the docks, renewing the marina building, building a new and expanded boathouse and replacing the splash pad.

4. **Improve integration with east end of the park**

Another core value of the Parks and Recreation Master Plan is ensuring public access and enjoyment of the City’s parks. Many citizens have observed that the connectedness with the east of the park is interrupted by the boat trailer parking lot. To improve integration, the plan recommends expanding and extending the promenade along the boat trailer parking lot and across the boat launch to improve pedestrian safety and experience. It also includes trails around the south perimeter of the marina and the east side of the parking lot to improve accessibility and provide safe passage.

5. **Provide guidance on ecological sensitivities**

The importance of protecting the natural environment is a core value of the Parks and Recreation Master Plan. The development of this plan was viewed as an opportunity to address some of the sensitivities in this end of the park including the erosion of the sand on the beach, the naturalization of the riparian areas along the shore and ensuring the protection of at-risk species through the development. A review of the concepts was completed by a Qualified Environmental Professional and it was concluded that the recommendations gain riparian habitat, reduce the hardscape, and improve the overall habitat value of the park post-development. It also identifies the applications that may be required under the Water Sustainability Act, the increase in buildings in the park, and cautions about the potential to encounter species-at-risk during construction. The City will need to meet all permitting and regulatory requirements as part of implementation of the plan.

6. **Recognize Indigenous relationship to the park**

The development of this plan was also seen as an opportunity to recognize the significance of this area to the Penticton Indian Band and the Syilx Okanagan Nation. The City has initiated the conversation about the park with staff of the Penticton Indian Band and discussed the need for an archeological study as well as recognition of the culture and history in the park. As a result, the recognition of the Indigenous
relationship to the park is recommended in the plan through the inclusion of artwork, informational displays and the theme of the splash pad. If the plan is approved, the City will continue to seek the guidance of the Penticton Indian Band to implement these recommendations.

7. **Align on how the improvements can be funded**

Following adoption of the plan, financing/funding options for each of these elements will be further explored. This may include grant funding, partnerships (such as the Rotary Club for the splash pad), private funding (pending support for various lease options) or other more traditional municipal sources of funding. Through the engagement program, the City learned there is support to consider a lease for the marina operation. (59% of the 279 participants were in support of pursuing private funding through a lease. 19% wanted to see the improvements funded by taxpayers and 22% identified other options such as a combination.) An evaluation of this option and the required steps has been completed in accordance with the requirements of the Park Dedication Bylaw and the Park Land Protection and Use Policy and is provided in the implementation section.
12. FIGURE 1: CONCEPTS A, B AND C
14. FIGURE 3: PARKING LOT ALTERNATIVE
15. **FIGURE 4: RECOMMENDED PLAN**
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

Skaha Lake Park East Marina

Management Operating Agreement

between

Corporation of the City of Penticton

(the “City”)

and

●

(the “Manager”)

45931|6442037_16
SKAHA LAKE PARK EAST MARINA

MANAGEMENT OPERATING AGREEMENT

THIS AGREEMENT (the “Agreement”) is dated [•], 2021 between the Corporation of the City of Penticton, a municipal corporation under the laws of British Columbia (the “City”) and [•] (the “Manager”), a [British Columbia] corporation.

RECITALS

A. The City owns the Marina located on the Marina Property;

B. The City wishes to engage the Manager to manage and operate the Marina and the Marina Property in accordance with the terms and conditions of this Agreement;

C. This Agreement enables the City to rely on the Manager to fund the operation and maintenance of the Marina, while providing the City with a share of revenues and with the influence and controls necessary to ensure that the City’s requirements and standards are met and that the public interest is served and protected;

D. This Agreement also enables the City to receive private funding to support capital upgrades to the Marina while protecting public ownership; thereby aligning with the City’s Parkland Protection and Use Policy;

E. [NTD: The City and the Manager have entered into a Construction Agreement whereby the Manager will construct the Capital Improvements]; and

F. The City received a community mandate in the Spring, 2021 by-election to enter into a long term agreement for the operation and financing of the Marina by a private sector operator;

NOW, THEREFORE, in consideration for the mutual covenants herein contained, the Manager and City agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

The following terms have the following meanings:

(i) “Applicable Regulations” means all laws, regulations, decrees, rules, administrative circulars and policies applicable to the Marina and the Marina Property, including to all operations and services in the Marina, whether applicable at the time of execution of this Agreement or at anytime during the Term, whether of municipal, regional, provincial or national origin;
(ii) “Business Plans” means, collectively, the Operations Plan, the Marketing Plan, the Financial Plan and the Maintenance Plan;

(iii) “Capital Budget” means the City’s capital budget to fund the Capital Improvements;

(iv) “Capital Contribution” means the Capital Contribution of the Manager made pursuant to Section 3.2;

(v) “Capital Improvements” means the upgrades, enhancements and improvements to the Marina, as set forth in the Design and Construction Plan; including, without limitation, further upgrading of slips and moorage; renewal or replacement of the Marina building and allowance for a licensed restaurant;

(vi) “Capital Maintenance Plan” means the Manager’s Capital Maintenance Plan, as approved by the City;

(vii) “City Indemnified Persons” has the meaning ascribed to it in Section 13.2;

(viii) “Commencement Date” means [•], 2022;

(ix) “Community Charter” means the Community Charter of the City of Penticton;

(x) “Consumer Price Index” mean the Consumer Price Index for all-items for British Columbia (or any index published in substitution for the Consumer Price Index or any other replacement index designated by the City acting reasonably, if it is no longer published) published by Statistics Canada (or by any successor thereof or any governmental agency including a Provincial agency);

(xi) “Change of Control” means, in respect of a corporate entity, the occurrence of any of the following events: (i) an acquisition by another entity by means of any transaction or series of related transactions (including, without limitation, any share sale, reorganization, merger or consolidation); (ii) a sale of all or substantially all of an entity’s assets; (iii) any change in the entity’s ownership resulting in any person or company, directly or indirectly, becoming the beneficial owner of greater than 50% of the voting shares of the entity, or the rights to acquire such shares; (iv) a change in ownership of the entity resulting in the acquirer’s ability to elect more than 50% of the board of directors of the entity; or (v) a change in management of the entity;

(xii) “Damages” has the meaning ascribed to it in Section 13.1;

(xiii) “Design and Construction Plan” means the Manager’s detailed design and construction design for the Capital Improvements (including the
materials to be used, locations, where applicable, and decoration and designs of the Marina), as approved by the City;

(xiv) “Environmental Laws” means all applicable federal, provincial, municipal or local laws, statutes, regulations or ordinances, as they may be amended from time to time after the Commencement Date relating to the environment, occupational safety or the transportation or regulation of Hazardous Substances, and includes any judgments, orders, notices, of offense, or other notices, decrees, codes, rules, instructions, policies, guidelines, guides, authorizations, approvals, permits and licenses, issued by any governmental authority having jurisdiction;

(xv) “Facilities” has the meaning ascribed to it in Section 2.27;

(xvi) “Financial Plan” means a detailed 5 year pro forma income statement (including cash flow statements and sources of income) showing projected revenues and operating expenses of the Marina; identifying key data sources, assumptions, and financial and operational triggers; and a detailed and descriptive human resources plan including staffing levels for full-time, part-time, and seasonal employees;

(xvii) “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) or confiscation by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s consultants, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the execution of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required under this Agreement;

(xviii) “Foreshore Lease” means a lease to be negotiated between the Province of British Columbia and the City governing the Leased / Licensed Marina Property, and to be executed on or before the expiration of the Foreshore License of Occupation;

(xix) “Foreshore Lease / License Rent” means the occupancy charge or rent set out in Section 3.3, as such occupancy charge or rent may be increased by the Province from time to time;
(xx) “Foreshore License of Occupation” means the existing Foreshore License of Occupation attached hereto as Schedule 1.1(xx), granted by the Province of British Columbia to the City governing the Leased / Licensed Marina Property, and which is expected to be replaced by the Foreshore Lease on or before its expiry;

(xxi) “Foreshore Sub-License of Occupation” means the Sub-License of Occupation granted by the City to the Manager to use and occupy the Leased / Licensed Marina Property during the Term;

(xxii) “Handback Assets” means all buildings, fixtures and improvements which are part of the Marina or located on the Marina Property whether existing at the time of this Agreement or built, installed or constructed by the Manager and to be returned to the City under Article 12;

(xxiii) “Handback Bond” means the performance guarantee provided by the Manager pursuant to Section 8.2;

(xxiv) “Handback Date” means [●];

(xxv) “Handback Requirements” shall have the meaning ascribed to it in Section 12.2;

(xxvi) “Hazardous Substance(s)” means any substances that are defined or regulated as being waste, contaminants, pollutants, dangerous substances, industrial waste, special waste, toxic substances, hazardous waste, hazardous material or hazardous substance whether or not defined as such or pursuant to any law, regulation or order and without restricting any of the foregoing includes any potentially dangerous substance, corrosive substance, flammable material, explosive material, radioactive material and any other substance or material that when released into the natural environment is known to be likely to cause at some immediate or future time, material harm, adverse impact or degradation to the natural environment or material risk to human health;

(xxvii) “Indemnified Person” has the meaning ascribed to it in Section 13.3;

(xxviii) “Indemnifying Party” has the meaning ascribed to it in Section 13.3;

(xxix) “Leased / Licensed Marina Property” means the foreshore area outlined on Schedule 1.1(xxix) attached hereto held by Her Majesty the Queen in Right of the Province of British Columbia and currently licensed to the City pursuant to the Foreshore License of Occupation (expiring in 2026) and thereafter to be leased pursuant to the Foreshore Lease; and all improvements thereon;

(XXX) “Maintenance Plan” means the Manager’s detailed maintenance plans and standards for regular routine and annual maintenance, frequency of regular
maintenance, replacement schedule and budget; and including a detailed capital renewal plan demonstrating how Marina infrastructure will be renewed to ensure that it remains at an appropriate standard and condition at the end of the Term, all as approved by the City;

(xxi) “Manager Indemnified Persons” has the meaning ascribed to it in Section 13.1;

(xxxii) “Marina” means the Skaha Lake East Marina;

(xxxiii) “Marina Property” means the property located at 124 South Beach Drive, Penticton including approximately 2739 m³ of City owned land and approximately 10,500 m³ of Provincial lands located west of the high water mark (and legally described as Lot 1 District Lot 189 Similkameen Division Yale District Plan EPP50612, PID: 029-633-818); including the Owned Marina Property and the Leased / Licensed Marina Property; the boundaries of which are shown on the map attached as Schedule 1.1(xxxiii);

(xxxiv) “Marina Services” means the operation and maintenance of the Marina and the food and beverage services and associated improvements; including the services described in Section 2.3, and as more particularly detailed in the RFP;

(xxxv) “Marketing Plan” means the Manager’s Marketing Plan, as approved by the City; which plan shall set forth a detailed marketing plan;

(xxxvi) “Notice of Intention to Terminate” means the notice contemplated by Section 11.6;

(xxxvii) “Notice of Termination” means a notice issued in accordance with Section 11.7;

(xxxviii) “OCP Bylaw” means the City’s Official Community Plan Bylaw 2002-2020;

(xxxix) “Owned Marina Property” means the portion of the Marina Property owned by the City;

(xl) “Owned Marina Property License of Occupation” means the license of occupation for the Owned Marina Property granted by the City to the Manager;

(xli) “Operating and Maintenance Performance Bond” means the performance guarantee provided by the Company pursuant to Section 8.1;

(xlii) “Operations Plan” means the Manager’s Operations Plan, as approved by the City; which plan shall set forth a detailed operations plan and minimum standards for quality of service;
“Parks Bylaw” means the City’s Parks Dedication Bylaw No. 2018-37;

“Prime Rate” means for any day, the annual rate of interest equal to the rate which the City’s principal bank establishes as the reference rate of interest to determine interest rates it will charge on that day for commercial loans in Canadian dollars made to its customers in British Columbia and which it refers to as its “prime rate of interest”;

“Prudent Industry Practices” means practices, methods, and acts engaged in or approved by competent and reliable operators of facilities similar to the Marina that, from time to time, in the exercise of a reasonable judgment in light of the facts known or that reasonably should be known at the time a decision is made, would be expected to accomplish the desired result in a manner consistent with Applicable Regulation, and the requirements of reliability, economy, expedition, safety, and environmental protection. With respect to the Marina, Prudent Industry Practice shall include, but shall not be limited to, taking reasonable steps to ensure that:

1. Adequate facilities, equipment, materials, resources and supplies are available to meet the needs of the operation of the Marina under normal conditions and reasonably anticipated abnormal conditions.

2. Sufficient operating personnel are available and are adequately experienced and trained to operate the Marina properly, efficiently and within the relevant guidelines and specifications issued by the manufacturer of any equipment or machinery used by them and are capable of responding to emergency conditions.

3. Preventive, routine and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment, tools, and procedures.

4. All industry guidelines for quality services and operations are respected and followed.

5. All Applicable Regulations are complied with by the Manager;

“Qualified Independent Engineer” means a qualified independent consulting engineer appointed by the City pursuant to Section 4.2;

“RFP” means the City’s Request for Proposals dated [●], 2021 in respect of which the Manager was the successful bidder pursuant to the City’s procurement process;

“Risk Manager” shall have the meaning ascribed to it in Section 7.2;

“Signs” shall have the meaning ascribed to it in Section 2.19;
“(l) “Skaha Lake East Park Plan” means the City’s development plan for Skaha Lake East Park as approved by City Council on March 16, 2021; and as may be amended or revised;

(ii) “Term” shall have the meaning ascribed to it in Section 2.2;

(iii) “Third Party Claim” has the meaning ascribed to it in Section 13.3;

(iii) “Unforeseen Change in Circumstances” means an unforeseen change in circumstances as defined in Section 10.1; and

(iv) “Utilities” means water lines, sanitary sewer lines, storm sewer lines, electrical lines, telephone lines cable TV lines and gas lines; and

(iv) “Zoning Bylaw” means the City’s Zoning Bylaw 2011-23.

1.2 Interpretation

(a) The Schedules to this Agreement shall form an integral part hereof and references to Schedules shall be to Schedules to this Agreement unless otherwise stated.

(b) The headings of Sections to this Agreement are inserted for convenience of reference only and shall not in any way affect the interpretation of this Agreement.

(c) References to a “statute” includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation enforced from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation.

(d) References to any party or person referred to in this Agreement include references to its respective successors and permitted assignees.

(e) The words "include", "includes", and "including" shall at all times be construed as if followed by the words "without limitation".

(f) References to days, weeks, months and years are references to days, weeks, months and years of the Gregorian calendar.

(g) $CAN means the lawful currency of Canada.

ARTICLE 2
MANAGEMENT AND OPERATION OF THE MARINA

2.1 Core Responsibilities of Manager

The Manager shall be responsible for the management, operation and maintenance of the Marina and the Marina Property, and for provision of the Marina Services, throughout
the Term at its own cost and risk. Subject to this Agreement, Manager shall have the authority to fully and completely supervise, direct and engage in the operation and maintenance of the Marina and to make day-to-day decisions in all matters associated or related or ancillary to the operation and the maintenance of the Marina, including boat slip rentals and vertical dry-dock storage, retail sales of marine supplies, gas and sundries; and operation of the café or licensed restaurant and parking lot. The City shall execute such documents as the Manager and City, in their reasonable judgment, deem necessary or advisable for the Manager to carry out its management of the Marina.

2.2 Term

Subject to the terms this Agreement, the City hereby engages the Manager, as manager and operator, to manage, operate, and maintain the Marina and the Marina Property; and the Manager hereby agrees to manage, operate, and maintain the Marina and the Marina Property for a term of [up to 25] years commencing on 12:01 a.m. on the Commencement Date and ending at midnight on the Handback Date (the “Term”).

2.3 Marina Services to be Provided

The Marina Services to be provided by the Manager, as more particularly described in the RFP and in Schedule 2.3, include the following:

(a) short-term and long-term moorage; both on water and vertical dry dock storage, including provision of fire suppression system;
(b) marina repairs to support Marina use;
(c) operation of a marina accessories retail store;
(d) operation of a gas dock with fuel sales and boat refueling;
(e) watercraft and equipment rentals;
(f) operation of a café and/or licensed restaurant; and
(g) appropriate parking to accommodate operations.

2.4 As-Is Basis

Beginning on the Commencement Date, the Manager, having inspected the Marina and Marina Property prior to execution of this Agreement, shall assume possession of and responsibility for the Marina. The Manager acknowledges and agrees that it is taking over the management of the Marina and occupancy of the Marina Property on an “as-is” basis, and the City makes no representations or warranties as to the suitability of the Marina or the Marina Property for the intended use.
2.5 Standard of Care

The Manager will manage and operate the Marina as a first class public marina and recreation facility offering dockage and other marina related services for the use of the general public. The Manager will perform all duties assigned in a careful, diligent, efficient, prudent, and vigilant manner. The Manager shall perform the Services in a manner as would a reasonably competent and diligent operator of Marina properties and shall ensure that, throughout the Term, the Marina and the Marina Property are at all times suitable for use by the public and are operated and maintained safely and in an environmentally responsible manner. The Manager shall carry on its business and affairs with due diligence and efficiency and in accordance with sound commercial standards and practices.

2.6 Marina Rates

The Manager shall review marina rates in the Okanagan Valley on an annual basis and ensure that the rates that the Manager is charging at the Marina are competitive with those charged by the equivalent facilities in the Okanagan Valley. These reviews, as well as the current year's proposed rates, are to be shared and discussed with the City prior to the final rates being set for each year of the Term by February 1st of each year; provided, however, that the Manager shall have the final determination of the rates.

2.7 Compliance Requirements

The Manager agrees to provide the City with Marina Services and to manage, operate and maintain the Marina and the Marina property at all times fully in compliance with:

(a) This Agreement;
(b) Prudent Industry Practices;
(c) Applicable Regulations;
(d) The Business Plans;
(e) The OCP, including without limitation, obtaining a Development Permit to ensure compliance with the Commercial and Mixed Use Development Permit Area requirements of the OCP Bylaw; including having regard to the fact that large portions of the Marina Property are within the Riparian Development Permit Area of the OCP Bylaw;
(f) The Skaha Lake East Park Plan;
(g) The Community Charter; including, without limitation, the requirement that the Manager's proposed use of the park land be consistent with park purposes as required by section 30(5) of The Community Charter;
(h) The Parks Bylaw;
(i) The Zoning Bylaw; and
(j) Any other rules and requirements as the City may reasonable impose.

2.8 Use

The Manager shall not use the Marina Property and all improvements thereon for any purpose other than for the operation of the Marina and the related gas bar, retail shop, restaurant and parking lot, without the consent in writing from the City, which consent may be arbitrarily withheld in the sole discretion of the City.

2.9 Independent Contractor

The Manager is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City.

2.10 Foreshore License of Occupation and Foreshore Lease

The Manager acknowledges that the City currently holds the Leased / Licensed Marina Property pursuant to the Foreshore License of Occupation, which is intended to be replaced with the Foreshore Lease, and agrees, concurrently therewith, to enter into the Foreshore Sub-License of Occupation with the City in form and substance acceptable to the City, acting reasonably for a term equal to the Term; and providing, among other things, that the Manager, as sub-licensee, shall perform all of the obligations of the City under the Foreshore License of Occupation (or as will alter be replaced with the Foreshore Lease, as applicable), including without limitation, payment of the Foreshore Lease / License Rent, and to be bound by the terms of the Foreshore License of Occupation or Foreshore Lease, as applicable, as if it were a party to the Foreshore License of Occupation or Foreshore Lease, as applicable, in place of the City. The Manager shall not do or omit to do anything which would cause the City to be in breach of its obligations under the Foreshore License of Occupation or Foreshore Lease, as applicable or that would jeopardize the City’s tenure under the Foreshore License of Occupation or Foreshore Lease, as applicable.

2.11 Availability of the Marina

During the Term, the Manager shall ensure that the Marina is available and open to users and that the service offered to the public at the Marina is convenient and safe at all times in all weather conditions. The Marina shall be open to the public at least between March 1st and November 30th (inclusive) for moorage and at least between October 1st and March 31st (inclusive) for storage during each year of the Term. The daily hours of operation of the Marina shall be from [9:00] a.m. to [6:00] p.m. daily during the months that the Marina is open.

2.12 Repair and Maintenance

The Manager, at its own expense, will improve, repair and maintain the Marina and Marina Property and all improvements, appurtenances and equipment therein and thereon
(including, without limitation, repairing and maintaining all fueling facilities, all plumbing, heating, and electrical systems, repairing and maintaining the roof, floors, foundations, bearing beams and the internal and external walls including all structural aspects thereof, replacing all broken windows and maintaining the landscaping of the Marina and the Marina Property, excepting from such standard of repair and maintenance reasonable wear and tear to the extent only that such reasonable wear and tear is not inconsistent with maintenance in good order and condition of the Marina and Marina Property generally. In this Section 2.12, "repair" will include replacement and renewals when necessary. The Manager will be responsible for all damage or destruction to the Marina and Marina Property and for promptly complying with all requests or orders of any applicable government authority with respect to upgrading of the Marina and Marina Property and for the investigation and remediation of any Hazardous Substance in, under or affecting the Marina and Marina Property.

2.13 Maintenance by the Manager

The Manager covenants and agrees at its own expense to maintain the Marina Property and all improvements, appurtenances and equipment therein or thereon in accordance with all applicable building codes, bylaws, the laws and regulations of Canada, the laws and regulations of British Columbia and manufacturers specifications and using fully trained personnel. The Manager further covenants and agrees to promptly comply with all reasonable concerns and recommendations which the City may provide, but is under no obligation to do so, to the Manager in writing to ensure the safety and health of the boating public and related facilities as well as the aesthetic appearance of the Marina Property.

2.14 Repair According to Notice

Without restricting the generality of Section 2.14, the Manager, promptly upon notice by the City, will make and do all repairs and maintenance as notified by the City in a good and workmanlike manner. If the Manager fails to repair or maintain within what the City considers to be a reasonable time, then the City may cause such repairs and maintenance to be undertaken (and may cause its representatives to enter on the Marina Property for such purpose). Should the City deem it necessary to undertake such repairs or maintenance, then the Manager will pay to the City a fee for supervision for carrying out the Manager’s obligations an amount equal to ten percent (10%) of the cost of repairs or maintenance carried out by the City, which amount will be in addition to the cost of such repairs or maintenance.

2.15 Alterations

Notwithstanding anything to the contrary in this Agreement, the Manager will not make to or erect in the Marina Property any installations, alterations, additions or partitions without having received the prior written approval of the City to the plans and specifications and any variations or amendments thereof, such approval not to be unreasonably withheld, and all necessary approvals of any relevant statutory authority.
2.16 Environmental Protection

In the performance of its obligations under this Agreement the Manager shall ensure that appropriate measures are taken to protect the environment of and around the Marina and the Marina Property from pollution, noise and other environmental impacts arising from its operations and other activities in accordance with any Applicable Regulations. At no time during the Term will the Manager carry on or permit or suffer to be carried on in or from the Marina Property or elsewhere surrounding the same anything which is noxious or offensive or which would constitute a public or private nuisance. The Manager will not cause any waste or damage to the Marina Property.

2.17 Supporting Local Use

The Manager acknowledges that the Marina and the Marina Property are located on lands owned or leased by the City; and agrees to make the marine services generally available to residents of and visitors to the City at reasonably affordable prices. The Manager shall make two slips available at no cost for the Penticton Fire Department and two slips available for the Penticton Dragon Boat Society.

2.18 Collaboration with First Nations

The Manager agrees to collaborate with the Penticton Indian Band and the City to develop opportunities for mutual benefit on Syilx Nation ancestral lands

2.19 Signs

The Manager will not erect, paint, display, place, affix or maintain or permit to be erected, painted, displayed, placed, affixed or maintained any sign, decoration, picture, lettering, symbol or notice of any nature or kind whatsoever (herein called “Signs”) either on the walls, fences or structures on the Marina Property that can be viewed from off such premises unless it is in conformance with City of Penticton Sign Regulation Bylaw 2013-17 and with the written mutual agreement of the City and the Manager. The Manager will cause any Signs to be maintained in a proper state of repair and will indemnify and save harmless the City from all personal injuries or property damage or loss to any person caused by the existence of any such Signs.

2.20 Continued Use of Pathways

The Manager shall not impede or restrict the continued use, without charge, of the existing hard-surfaced pathways for general public pedestrian and cyclist purposes which run into or through a portion of the Marina Property, and including any future replacement of such pathways, for the Term.

2.21 Conditions of Property

The Manager will not permit the Marina Property to become untidy or unsightly and will not permit waste or refuse to accumulate therein. The Manager shall not deposit on the Marina Property any earth, fill or other material for the purpose of filling in or raising the
level of any part of the Marina Property or take any steps whatsoever to change the contour of the either of such premises without the prior written consent of the City, such consent not to be unreasonably withheld. The Manager will keep the Marina Property clean, landscaped and free from noxious weeds and brush growth at its expense. The Manager will be responsible for ensuring that the areas around all garbage and recycling bins on the Marina Property are kept neat and tidy at all times.

2.22 Service and Training

The Manager shall throughout the Term provide employees, agents and any sub-tenant of the Manager with the level of training required, reasonably considering the position to be filled by the employee, agent or sub-tenant, to maintain and operate the Marina, gas bar and retail area and restaurant, and parking lot and to assist the clientele and visitors to these facilities and the boating public in a safe, effective, responsive and courteous manner. The Manager shall keep records of such training and those records will be made available upon request for inspection by the City.

2.23 Marina Safety and Security

The Manager shall ensure that its operations on the Marina comply with all applicable health and safety standards under all Applicable Regulations. The Manager shall be responsible for taking all necessary security measures on the Marina, including measures to exclude unauthorized access. The Manager’s security agents shall wear or carry proof of identity and function when performing their duties. Notwithstanding any other provision of this Agreement the City shall have the right to close the Marina or any parts thereof, or take any other measure if, in the City’s opinion, such closure or measure is necessary in an emergency case for the protection of the public.

2.24 Emergency Contact

The Manager shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement.

2.25 Approvals

The Manager shall at its own cost make all necessary applications and carry out all other necessary acts at the requisite time and in requisite form to obtain and maintain such Approvals as may be necessary for the Manager to perform its obligations under this Agreement. The Manager shall procure all permits, licenses and approvals, for the operation and performance under this Agreement.

2.26 Manager’s Responsibility for its Contractors

For avoidance of doubt, the Manager shall be responsible for the acts or omissions of any and all of its other sub-contractors, their employees and agents, as if such acts and omissions were the acts and omissions of the Manager.
2.27 Compliance with Laws

The Manager, at its own expense, will promptly comply with all applicable requirements of all governmental, judicial and administrative authorities which relate, directly or indirectly to the use and occupation of the Marina Property and, without limiting the generality of the foregoing, including, all requirements pursuant to the statutes and regulations of the Province of British Columbia, all Environmental Laws, all bylaws of the City of Penticton, all applicable building codes and the requirements of all building permits issued in connection with the improvement, maintenance and operation of the intended facilities on the Marina Property.

2.28 Notice of Non-Compliance

The Manager will deliver promptly to the City a copy of any notice, request, order, demand or claim of any nature, and any documentation ancillary thereto, pertaining to any actual or alleged failure by the Manager or others with regard to the Marina Property to comply with any common law obligation or any applicable requirement of any governmental, judicial and or administrative authorities which relate, directly or indirectly to the Marina Property, and including, without limiting the generality of the foregoing, any actual or alleged presence or discharge of any Hazardous Substance(s) on, under or affecting the Marina Property.

ARTICLE 3
OPERATING FEE AND CAPITAL CONTRIBUTION

3.1 Operating Fee

The Manager agrees to pay the City the amount of [●] Dollars ($●) plus GST [NTD: fixed amount and/or percentage of revenue] annually for the right to manage and operate the Marina. Such payment shall be paid in twelve monthly instalments on the 1st of each month commencing on the Commencement Date. The Operating Fee shall increase annually, in an amount equal to the increase in the Consumer Price Index from the previous year. In the event this Agreement is terminated by either party, the Operating Fee shall be paid on a pro-rata basis for the partial year of operation.

3.2 Contribution to Capital Budget

In addition to the Operating Fee, the Manager shall pay to the City the amount of [●] Dollars ($●) plus GST as a contribution to the Capital Budget (the “Capital Contribution”). The Capital Contribution shall be paid no later than [●].

3.3 Foreshore Lease / License Rent

In addition to the Operating Fee and the Capital Contribution, the Manager shall pay to the City the Foreshore Lease / License Rent upon the following terms:
(a) annual payments equal to the amount charged by the Province of British Columbia under the Foreshore License of Occupation (later to be replaced by the Foreshore Lease, as applicable);

(b) the Manager shall manage and perform, at the cost and expense of the Manager, all of its obligations and the obligations of the City under the Foreshore License of Occupation or Foreshore Lease, as applicable, and to exercise the tenants’ interest under the Foreshore License of Occupation or Foreshore Lease, as applicable, in accordance with this Agreement;

(c) the Manager will not do or omit to do any act in or around the Leased / Licensed Marina Property which would cause a breach of the City’s and the Manager’s obligations as tenants under the Foreshore License of Occupation or Foreshore Lease, as applicable;

(d) the Manager will not do, suffer or permit any act which may in any manner, directly or indirectly, cause injury or damage to the Leased / Licensed Marina Property or which may be or become a nuisance to or interference with the owners, occupiers or users of other parts of adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind; and

(e) the City will in turn remit to the Province of British Columbia the rent charged by the Province under the Foreshore License of Occupation or Foreshore Lease, as applicable.

3.4 Taxes and Other Fees

In addition to the Operating Fee, Capital Contribution, and Foreshore Lease / License Rent, the Manager shall pay, as and when due, to the authority or person to which the same are owing:

(a) all taxes (including without limitation all goods and services tax), license fees, rates, duties and assessments imposed, assessed or levied by any lawful authority relating to:

   (i) the business carried on in relation to the Marina and the use and occupancy of the Marina Property by the Manager;

   (ii) the Foreshore License of Occupation or the Foreshore Lease, as applicable; and

   (iii) personal property used and business and trade carried on by the Manager in relation to the Marina and other improvements owned or installed by or on behalf of the Manager in, on or affixed to the Marina Property.
whether any such taxes, license fees, rates, duties and assessments are payable by law by the Manager or by the City and whether or not same are allocated separately in respect of the Owned Marina Property and the Leased / Licensed Marina Property;

(b) all charges, rates, levies and assessments imposed, assessed or levied by any lawful authority in respect of electricity, light, heat, power, water, sanitary sewer, telephone, cable TV and Utilities of whatsoever nature or kind (including works and services in connection therewith) used in or supplied to the Marina or the Marina Property and which shall be separately metered where possible with the cost of metering installation and utilities consumed by the Manager to be borne by the Manager;

(c) all license fees, permit fees, impact fees or inspection fees applicable to the Marina or the Marina Property or activities thereon; and

(d) all property taxes as assessed by the British Columbia Assessment Authority on the Marina Property and as issued by the authority or person having jurisdiction and including without limiting the generality of the foregoing local improvement charges, school taxes, frontage taxes and all other special or extraordinary charges and whether or not same are allocated separately in respect of the Owned Marina Property and the Leased / Licensed Marina Property.

3.5 No Set-Off

The Manager will pay to the City duly and punctually any and all Operating Fee, Capital Contribution, Foreshore Lease / License Rent and other taxes and fees as described in Section 3.4 above required to be paid by the Manager pursuant to this Agreement without any deduction, abatement or set-off whatsoever.

ARTICLE 4 INSPECTIONS AND MONITORING

4.1 Manager’s Obligations

In providing the Marina Services, the Manager shall at all times operate the Marina in accordance with the Business Plans and maintain the Marina and the Marina Property in accordance with the Maintenance Standards; each of which may be revised or updated by the City from time to time acting reasonably.

4.2 Rolling Business Plans

On or before December 31st of each year, the Manager will prepare and provide updated 5 year Business Plans to the City for review and discussion.
4.3 Periodic Performance Review

Every three to five (3-5) years, at the election of the City, the City shall conduct a review of the Manager’s performance under this Agreement and the City will provide the Manager with a performance report critiquing the Manager’s performance and making suggestions for improvement, including proposed changes or additions to the Business Plans, which recommendations shall be incorporated by the Manager into the Business Plans.

4.4 Inspections and Monitoring

After the Commencement Date and until the end of the Term, the City or its representatives may enter and inspect the Marina and the Marina Property from time to time to ensure that the Manager’s obligations in respect of operation and maintenance are being discharged in accordance with the terms of this Agreement and the Business Plans. If desired by the City, the City may involve a Qualified Independent Engineer in such inspections. At a minimum, the City will require annual inspections of the facility.

4.5 Rectifications or Deficiencies

If any inspection by the City reveals that the Marina is not being operated or maintained in accordance with this Agreement and the Business Plans, the City shall give notice to the Manager of the default and specifying:

(a) the works required to rectify the default; and

(b) a reasonable period of time (having regard to the nature of the default and the extent of the works required) in which the Manager is to make good the default at its own cost.

4.6 Failure to Rectify

If, at any time, the City serves notice under Section 4.5 and the Manager fails to rectify the default within the time period specified, then the City may (without prejudice to the any other right or remedy available to the City) itself take such steps as necessary to rectify the default or engage a third party to take such steps. The Manager shall reimburse the City for all reasonable costs so incurred and failing proper and timely reimbursement the City shall be entitled to draw on the Operating and Maintenance Performance Bond to cover such expense.

ARTICLE 5
THE CITY’S RIGHTS AND OBLIGATIONS

5.1 Quiet Enjoyment

From and after the Commencement Date, and throughout the Term, the City shall provide the Manager with quiet occupation of the Marina Property pursuant to the Owned Marina Property Licence of Occupation and the Foreshore Sub-License of Occupation.
If the Manager duly and punctually pays the Operating Fee, Capital Contribution, Foreshore Lease / License Rent and other taxes and fees as described in Section 3.4, and complies with its obligations under this Agreement, the Owned Marina Property License of Occupation and the Foreshore Sub-License of Occupation, the Manager will be entitled to peaceably possess and enjoy the Marina Property as provided herein during the Term without any unreasonable interruption or disturbance from the City.

5.2 City Approval

The Manager agrees it will obtain prior written approval from the City prior to implementing changes on the following matters:

(a) Changes to the Business Plans;
(b) Any improvements or modifications to be constructed on the Marina property;
(c) Any uninstalled equipment requiring any building or facility modifications;
(d) Any use of the City's name; and
(e) The decor of the Marina and all signs to be installed directed or displayed in, on, or in the vicinity of the Marina property and any changes thereto at any time during this Agreement.

5.3 Duties of City

The City shall cooperate with The Manager in the performance of its duties under this Agreement.

5.4 Public Emergencies

Before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall have a “first priority” to the Marina Services and access to the Marina Property. It is vital and imperative that citizens are protected from any emergency situation that threatens public health and safety as determined by the City.

5.5 Ownership of Improvements

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold estate whether or not by the expense of the Manager, shall become and remain a part of and be surrendered with the Marina Property. Similarly, any furniture, furnishings, equipment or other articles of moveable personal property owned by The Manager and located on the Marina Property, and not removed by the Handback Date shall become the property of the City.
5.6 Rights Reserved to the City

All rights not specifically intended to the Manager by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

5.7 Security Interest

The City shall have a lien upon all personal property of the Manager engaged in executing the requirements under this Agreement, to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

ARTICLE 6
FINANCIAL AND OTHER REPORTING REQUIREMENTS

6.1 Annual Reports

The Manager shall submit an annual written report to the City Manager containing such information as the City may reasonably request, which includes but is not limited to:

(a) financial statements as further set out in Section 6.3 below.
(b) operating statistics, together with historical comparison;
(c) Design and Construction Plan status report;
(d) insurance claims;
(e) litigation;
(f) safety and environmental incidents; and
(g) customer service issues.

6.2 Immediate Reporting of Safety and Environmental Incidents

The Manager shall immediately report all safety and environmental incidents to the City and shall maintain a record of claims and complaints received from users of the Marina. The Manager shall make available such register to the City on reasonable request.

6.3 Financial Statements and Reporting

The Manager shall fully account for all aspects of its business by preparing financial statements and delivering them to the City as follows:

(a) at the end of each financial year, and delivered within 90 days of the end of each financial year, and prepared in accordance with generally accepted accounting principles either on a review engagement basis or an audit engagement basis, as the City may request, by a chartered professional
accountant, financial statements (comprised of a statement of income, balance sheet, and statement of changes in cash flow, including a comparison to budget prepared) that also include the gross revenue generated and all expenses incurred from all aspects of the development and operations on the Owned Marina Property and Leased / Licensed Marina Property including but not limited to a break-down of the following details:

(i) Marina and slip rental revenue;
(ii) Marina expenses;
(iii) restaurant revenue;
(iv) restaurant expenses;
(v) gas bar revenue;
(vi) gas bar expenses;
(vii) retail store revenue;
(viii) retail store expenses;
(ix) parking revenue;
(x) parking expenses;
(xi) any other revenues not noted above; and
(xii) any other expenses not noted above;

(b) on or before December 31st of each year, an annual budget for the upcoming year and a reconciliation to the prior year’s annual budget;

(c) the Manager shall prepare and submit to the City a quarterly statement of the Manager’s revenues and disbursements, expected trends for the next quarter, progress concerning current investment and proposed additional investments;

(d) the Manager shall prepare for submission to the City such other information on the financial position of the Manager as the City may from time to time reasonably request to monitor compliance with the Applicable Regulations and with this Agreement.

The Manager shall retain all records relating to this Agreement for a period of at least six (6) years. All financial records noted this Section 6.3 shall be subject to an annual audit by the City or its designate.
ARTICLE 7
INSURANCE

7.1 Insurance

The Manager, at its cost, will obtain and keep in force throughout the Term:

(a) replacement cost fire, earthquake and all other perils insurance, including the City as a named insured, of all buildings, structures and improvements located and subsequently constructed on the Marina Property, including extended coverage endorsement and water damage insurance (including, if applicable, sprinkler leakage) as well as all the Manager’s property in or on the Marina Property, including, without limitation, its improvements, furniture, equipment, fittings, fixtures and stock-in-trade, in an amount adequate to cover fully any loss that the Manager or the City could sustain. Such coverage shall include a stated amount co-insurance clause;

(b) comprehensive general liability insurance (including, without limitation, tenant's fire, legal liability and contractual liability to cover the responsibilities assumed under Section 13.2 and under this Section 7.1 hereof) against claims for personal injury, death, property loss and damage arising out of or in connection with the business activities, use and operations of the Manager and whether occurring upon or in or about the Marina Property or as a result of the business activities, use and operations conducted therefrom and environmental damage coverage, all in an amount of not less than $5,000,000.00 per occurrence or such greater amount as the City may reasonably require from time to time. Such coverage shall contain no exclusions for host liquor liability;

(c) boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or be under the exclusive control of, the Manager on the Marina Property;

(d) the Manager’s legal liability insurance in such amount as would a prudent tenant carry;

(e) business interruption insurance;

(f) marina operators liability insurance to cover all marina related operations of the Manager on or from the Marina Property with inclusive limits of not less than $5,000,000 per occurrence;

(g) protection and indemnity liability insurance covering the ownership and operation of marine vessels owned or leased by the named insured with an inclusive limit of not less than $5,000,000 per occurrence;

(h) environmental impairment liability insurance providing coverage for death, bodily injury, property loss and damage, remediation and all other losses
arising out of or in connection with the business activities, use and occupation of the Marina Property in an amount of not less than $5,000,000 per occurrence;

(i) any other insurance required pursuant to the terms of the Foreshore License of Occupation, Foreshore Lease or Foreshore Sub-License of Occupation; and

(j) such other insurance or increased insurance coverage as the City might reasonably require from time to time.

7.2 Waiver of Subrogation

Unless specifically waived hereafter in writing by the City’s risk manager (the “Risk Manager”), the Manager agrees that the insurer will waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

7.3 Loss Deductible Clause

The City will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Manager.

7.4 Required Changes in Coverage and Amounts of Coverage

The Risk Manager may at any time require the Manager to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the Risk Manager may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the City of Penticton area or are reasonable in light of prior claims made against Manager’s policies. The Manager must comply with such requirements within 30 days after the City’s demand. Any increase in costs associated with such changes will be the responsibility of the City.

7.5 Reasonable Deductible

Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision, provided advance notice of said deductible provision is given by the Manager to the City and approval from the Risk Manager is given, which approval shall not be unreasonably withheld or delayed.

7.6 Replacement Required

The Manager will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If such insurance lapses, the City expressly reserves the right to renew the insurance at Manager’s expense.
7.7 Termination of Insurance

The Manager may not cancel the insurance required by this Agreement until all services are completed, accepted by the City, and the Manager has received written notification from the Risk Manager that the Manager may cancel the insurance required by this Agreement and the date upon which the insurance may be cancelled.

7.8 Certificates of Insurance

Manager shall cause its insurers or agents to provide the City with annual certificates of insurance evidencing the policies and endorsements listed above and the copies of said insurance must be acceptable to the Risk Manager. Failure by the Manager to obtain the insurance coverage or certificates of insurance required by this Article 7 shall not in any way relieve or limit the Manager’s obligations and liabilities under any provision of this Agreement. If the Manager shall fail to procure or maintain any insurance required pursuant to this Article 7, then the City shall have the right to procure such insurance in accordance with the requirements of this Article 7 and the Manager shall reimburse the City for the costs of the same forthwith.

7.9 Obligations Survive

The liabilities of the Manager under this Agreement will survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Manager will relieve the Manager or its sub-contractors from responsibility to provide insurance as required by this Agreement. Without qualification for the amount of insurance proceeds, the Manager covenants and agrees with the City that in the event of damage to or partial destruction of leasehold improvements, including any buildings or structures, the Manager, subject to the regulations and requirements of any governmental authority having jurisdiction, shall repair, replace or restore any part of the improvements, buildings or structures so destroyed.

ARTICLE 8
BONDING REQUIREMENTS

8.1 Operating and Maintenance Performance Bond

The Manager shall deliver the Operating and Maintenance Performance Bond to the City to guarantee the proper and timely performance of the Manager’s obligations in relation to the operation and maintenance of the Marina issued by a financial institution acceptable to the City, substantially in the form set out in Schedule 8.1, in an amount of CAN $[•] (and valid until the provision of the Handback Bond in accordance with Section 8.2).

8.2 Handback Bond

No later than thirty-six (36) months before the Handback Date, the Manager shall, in order to guarantee the proper and timely performance of its obligations under this Article 8,
deliver the Handback Bond to the City, issued in a form and by a financial institution acceptable to the City, substantially in the form set out in Schedule 8.2, in an amount of CAN $[⋆] (●) and valid until its release in accordance with Section 8.4.

8.3 Release of Operating and Maintenance Performance Bond

Following receipt of the Handback Bond, unless there is any accrued liability under the Operating and Maintenance Performance Bond, the City shall undertake with due expedition such action as the Manager may reasonably request to assist the Manager in procuring the release of so much of the Operating and Performance Bond as remains outstanding.

8.4 Release of Handback Bond

Following the later of (a) the Handback Date and (b) the satisfaction of the Manager’s obligations under Sections 12.1 and 12.2 unless there is any accrued liability under the Handback Bond, the City shall undertake with due expedition such action as the Manager may reasonably request to assist the Manager in procuring the release of so much of the Handback Bond as remains outstanding.

ARTICLE 9 FORCE MAJEURE

9.1 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

9.2 Measures to be Taken

(i) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay

(ii) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible;

(iii) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
9.3 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

9.4 Consultation

No later than thirty (30) days after a Party, as the result of an event of Force Majeure, has become unable to perform a material portion of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

9.5 Termination

Upon the occurrence of Force Majeure, the Parties shall enter into discussions to reach a mutually satisfactory agreement. If the Parties fail to reach a mutually satisfactory solution within ninety (90) days of the commencement of such discussions, either party may issue a Notice of Intention to Terminate.

ARTICLE 10
UNFORESEEN CHANGE OF CIRCUMSTANCES

10.1 Unforeseen Change of Circumstances

The rights and obligations of the Parties set out in this Agreement represent the Parties’ positions relative to each other on the basis of the circumstances existing at the date hereof and on the basis of the common view the Parties have of the way those circumstances shall develop until the end of the Term. The Parties agree and acknowledge that neither seeks to benefit unduly from any unforeseen development of circumstances that actually occurs. Accordingly, if, after the date of this Agreement, a change of circumstances occurs which is beyond the control of either party, which does not constitute Force Majeure, which could not have been foreseen by either party at the date hereof and which shall over the Term materially upset the economic balance of this Agreement such as it exists at the date hereof (an “Unforeseen Change of Circumstances”), the Parties shall, upon notice given by either of them, enter into discussions to agree on the measures necessary to restore that economic balance. If the Parties have failed to reach a mutually solution within ninety (90) days of the commencement of such discussions, either party may issue a Notice of Intention to Terminate.

ARTICLE 11
TERMINATION

Apart from events arising from Force Majeure or Unforeseen Change of Circumstances, this Agreement may only be terminated in the following cases:
11.1 Termination by the City for Manager Event of Default

Each of the following, if not cured within the time period permitted, shall constitute a Manager Event of Default which shall entitle the City to issue a Notice of Intention to Terminate immediately:

(a) failure of the Manager to make timely payment of the Operating Fees or the Capital Contribution, or the Foreshore Lease / License Rent or any part thereof within fifteen (15) days of the due date;

(b) the occurrence of a material breach by the Manager of its obligations under this Agreement, the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation which has continued unsolved for thirty (30) days or more after notice thereof has been given to it by the City setting forth the details of such default;

(c) the commencement of any action for the dissolution or liquidation of the Manager except for the purposes of amalgamation or reconstruction on terms approved in advance by the City in writing;

(d) any representation or warranty made by the Manager in this Agreement proving to have been materially incorrect when made such that the Manager’s ability to perform its obligations under this Agreement is materially adversely affected;

(e) if the Manager assigns this Agreement, or assigns or sub-lets the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation, or parts with possession of the Marina Property or any part thereof without the approval of the City as set out in Section Error! Reference source not found.;

(f) if and whenever:

(i) a receiver, guardian, trustee in bankruptcy or any other similar officer is appointed to take charge of all or any substantial part of the Manager’s property by a court of competent jurisdiction;

(ii) a petition is filed for the re-organization of the Manager under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Manager is incorporated relating to bankruptcy or insolvency, then in force;

(iii) the Manager becomes insolvent;

(iv) the Manager files a petition for such re-organization or for arrangements under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Manager is incorporated relating to bankruptcy or insolvency then in
force and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts; or

(v) if any application or petition or certificate or order is made or granted for the winding up or dissolution of the Manager voluntarily or otherwise; and

(g) the Manager abandoning the Marina or the Marina Property for a period of seven (7) days without the prior written consent of the City.

11.2 Termination by the Manager for City Event of Default

Each of the following, if not cured within the time period permitted, shall be a City Event of Default which shall entitle the Manager to issue a Notice of Intention to Terminate immediately:

(a) a material breach by the City of any of its obligations under this Agreement which has continued unsolved for thirty (30) days or more after notice thereof has been given to it by the Manager specifying the breach and requiring the City to remedy the same;

(b) Any representation or warranty made by the City in this Agreement proving to have been materially incorrect when made such that the City’s ability to perform its obligations under this Agreement is materially adversely affected; or

(c) issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina Property.

11.3 Termination Without Prejudice

In addition to any rights of termination of the City as provided herein, in the event the Manager is in default and such default has not been remedied within the time required, and should the City elect to terminate this Agreement, such termination shall be without prejudice to any rights to which the City has accrued under this Agreement before the said termination.

11.4 Recuperation by the City

A decision to terminate this Agreement for recuperation of the Marina by the City in the public interest may be taken at any time after a period of five (5) years from the Commencement Date. In event of such recuperation, the City shall pay to the Manager an amount equal to the expected amount of its profit for the next two (2) years calculated on the basis of what could reasonably be expected given its earnings in the prior five (5) years, and shall refund to the Manager it’s Capital Contribution.
11.5  Renunciation

Renunciation of this Agreement may be done by the Manager but only after a period of 5 years from the Commencement Date. In such case the Manager shall inform the City in writing at least 6 months in advance, shall pay to the City an amount equal to the estimated annual operating and administrative costs of operating the Marina for the next two years calculated on the basis of what could reasonably be expected given operating and administrative costs over the last five years and shall forfeit its Capital Contribution.

11.6  Notice of Intention to Terminate

Any notice of intention to terminate shall specify the reasons: Force Majeure, Unforeseen Change of Circumstances, Manager Event of Default, or City Event of Default, or other causes, as applicable. Following the issuing of the Notice of Intention to terminate the Parties shall enter into good faith discussions to agree on mutually satisfactory terms on which to continue this Agreement.

11.7  Notice of Termination

If, within ninety (90) days of the date of any Notice of Intention to Terminate, the Parties have not reached a mutually satisfactory solution, either Party may issue a notice to that effect to the other Party (a "Notice of Termination"), whereupon this Agreement shall terminate immediately.

11.8  Waiver with respect to re-entry

The Manager hereby waives any present or future requirement that notice of the City's intention to re-enter be served or that the City commence legal proceedings in order to re-enter.

11.9  Re-Entry and Damages

If and whenever the City is entitled to re-enter the Marina Property, or does re-enter the Marina Property, the City may terminate this Agreement and/or seek the termination of the Manager’s interest under the Owned Marina Property License of Occupation and/or the Foreshore Sub-License of Occupation by giving written notice of termination to the Manager, or by posting notice of termination on the Marina Property, and in such event the Manager and or any persons that the Manager may have sublet to will forthwith vacate and surrender the Marina Property, or alternatively, the City may from time to time without terminating the Manager’s obligations under this Agreement, the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation, make alterations and repairs considered by the City necessary to facilitate a further subletting or assignment including changing the door locks (without this being deemed to be a termination of the Agreement, the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation), and assign and sublet the Marina Property, or any part thereof as agent of the Manager for such term or terms and at such rental or rentals and upon such other terms and conditions as the City in its reasonable discretion considers advisable. No re-entry by the City will be construed as an election on its part to terminate
the Agreement, the Owned Marina Property License of Occupation, or the Foreshore Sub-License of Occupation unless a written notice of that intention is given to the Manager. Despite an assignment or subletting without termination, the City may elect at any time to terminate this Agreement and/or seek the termination of the Manager’s interest under the Owned Marina Property License of Occupation and/or the Foreshore Sub-License of Occupation for a previous breach.

11.10 Remedies of the City are Cumulative

The remedies of the City in this Agreement, the Owned Marina Property License of Occupation, and the Foreshore Sub-License of Occupation are cumulative and are in addition to any remedies of the City at law or in equity. No remedy will be deemed to be exclusive and the City may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.

11.11 Payment of City Expenses

If at any time an action is brought where the City is otherwise required to employ the services of a bailiff, an agent, or its solicitors because of the breach by an act or omission of any covenant herein contained on the part of the Manager, the Manager shall pay to the City all expenses incurred by the City in the enforcement of its rights and remedies hereunder, including the City’s administrative costs and legal fees on a solicitor and his own client basis in connection therewith, together with interest at an annual rate of the Prime Rate plus four percent (4%) accruing on a daily basis, from the date of demand until paid.

ARTICLE 12
SURRENDER AND HANDBACK

12.1 Handback Date

On the Handback Date, the Manager shall surrender and transfer to the City all and any of its rights, title and interests in the Marina and the Marina Property including possession of the Owned Marina Property and the Leased / Licensed Marina Property and fixtures and all improvements thereon, all of which will become the property of the City without any claim by or compensation to the Manager, all in good order, condition and repair in accordance with the Manager’s obligation to repair and maintain pursuant to Section 2.12, and free and clear of all encumbrances and all claims.

12.2 Handback Requirements

On the Handback Date, the Manager shall ensure that the Marina and Marina Property are in the conditions of, and meet all of the City’s criteria, all as set out in Schedule 12.2 (the “Handback Requirements”). The Manager shall be solely responsible for all costs and expenses relating to compliance with the Handback Requirements.
12.3 Inspection prior to Handback

At any time between twelve (12) and eighteen (18) months before the Handback Date, the City will, on 24 hours written notice, be granted access to enable it to extensively inspect the Marina and the Marina Property and all facilities thereon to the extent that the City requires, and the Qualified Independent Engineer shall carry out an inspection of the Marina and the Marina Property. Within twenty eight (28) days of such inspection the City shall issue the Manager with a list of works which need to be carried out, in order to ensure that the Marina and the Marina Property comply with the Handback Requirements on the Handback Date. The failure by the City or the Qualified Independent Engineer to detect any defect or item shall not relieve the Manager of its obligation under this Article 12.

12.4 Handback Procedure

Six (6) months prior to the Handback Date the Parties shall meet and agree on detailed procedures for the handback of the Marina and the Marina Property and shall draw up an inventory of the items to be included in the scope of handback under Section 12.5.

12.5 Scope of Handback

On the Handback Date, the Manager shall transfer to the City or its designee, free and clear of all debts, liens, encumbrances, mortgages, security interests, environmental contamination and claims of whatever kind or nature other than encumbrances of a routine nature that do not materially adversely affect the value of the Marina or interfere with its operation, all of the Manager’s rights, title and interest to the Handback Assets as defined herein including but not limited to all rebuilt and repaired, and all of its right to use, possess and have access to the Marina and the Marina Property. The Manager shall also deliver to the City on the Handback Date all operation and maintenance manuals, design drawings and other information as may reasonably be necessary, or as may be requested by the City to enable it or its designee to continue operation and maintenance of the Marina.

12.6 Transfer of Insurance and Contractor Warranties

The Manager shall assign to the City or its designee on the Handback Date all unexpired guarantees and warranties from its sub-contractors and suppliers and all insurance policies.

12.7 Technology Transfer

On the Handback Date, the Manager shall transfer and assign or cause to be transferred and assigned to the City or its designee all technology and know-how relevant to the operation and maintenance of the Marina as may be necessary to enable the City or its designee to continue to operation of the Marina.
12.8 Training City Personnel

The Manager shall arrange for adequate training to be provided for personnel designated by the City or its designee as necessary to ensure the independent operation of the Marina by the City or their designee. As part of the handback procedure, the Manager and the City shall conduct a joint test program to confirm that the designated personnel have been properly trained in accordance with this Agreement.

12.9 Cancellation of Contracts, Assignment

Subject to Sections 12.6 and 12.7 if required by the City, any operation and maintenance contract, equipment contracts, supply contracts and all other contracts entered into by the Manager and subsisting at the time of the transfer shall be canceled by the Manager and the City shall not be liable for any cancellation costs arising thereby and shall be indemnified and held harmless by the Manager in respect of the same. Otherwise the Manager shall endeavor to assign such contracts to the City or its nominee.

12.10 Removal of Objects Owned by the Manager

The Manager shall, at its own cost, remove all equipment, inventories, supplies and other personal property owned by the Manager which are not included within the scope of the handback from the Marina and the Marina Property within thirty (30) days after the Handback Date.

12.11 Effect of Handback

From the Handback Date the rights and obligations of the Manager under this Agreement shall terminate, except for the Manager’s rights and obligations under Section 12.12 and any other obligations which expressly survive termination pursuant to this Agreement.

12.12 Overholding

If the Manager remains in possession of the Marina Property after the Handback Date and without the execution and delivery of a new Agreement, Owned Marina Property License of Occupation, and Foreshore Sub-License of Occupation, the City may re-enter and take possession of the Marina Property and remove the Manager therefrom and the City may use such force as it may deem necessary for that purpose without being liable in respect thereof or for any loss or damage occasioned thereby. While the Manager remains in possession of the Marina Property after the Handback Date, the tenancy, in the absence of written agreement, will be from month to month only at a rent equal to two times the Foreshore Lease / License Rent payable in respect of the rental period immediately preceding the Handback Date, payable, on a pro-rata basis, in advance on the first day of each month and the Manager will be subject to all terms of the Agreement, the Owned Marina Property License of Occupation, and the Foreshore Sub-License of Occupation, except that the tenancy will be from month to month only and a tenancy from year to year will not be created by implication of law or otherwise.
12.13 Penticton’s Sign

The City may, during the last 12 months of the Term, place upon the Marina Property a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Manager, stating that the Marina Property is to be sub-leased and re-let.

12.14 Inspection

The City or its representatives may exhibit the Marina Property and at reasonable times to prospective tenants during the last twelve (12) months of the Term of this Agreement.

12.15 Remedy of Defects after the Handback Date

If, on the Handback Date, the Manager has not completed the works which need to be carried out pursuant to Section 12.2 or does not comply in all respects with the Handback Requirements then, on receipt of notice from the City specifying the defect and requiring the Manager to remedy the same within a reasonable time, the Manager shall remedy the defect accordingly at its own cost. If the Manager fails or refuses to correct the defect within a reasonable time then the City shall be entitled to remedy the defect itself or engage a third party to do so. In such case the Manager shall reimburse the City for the reasonable costs incurred within thirty (30) days of a request for payment from the City failing which the City shall be entitled to draw on the Handback Bond.

ARTICLE 13
LIABILITY AND INDEMNIFICATION

13.1 Indemnification by the City

The City shall indemnify, defend and hold harmless on an after-tax basis, the Manager and, to the extent named or involved in any third party action or claim, its employees, shareholders, directors, officers, representatives and related persons (collectively, the "Manager Indemnified Persons") from and against, and shall pay to the Manager and the Manager Indemnified Persons, on demand, the amount of, any loss, liability, obligation, claim, damages (including costs of investigation and defence and the full amount of all legal fees and other professional fees) (collectively, “Damages”), suffered by, imposed upon or asserted against, the Manager or any of the Manager Indemnified Persons as a result of, in respect of, connected with, or arising out of: (i) City’s performance or non-performance of its obligations that result in a breach of this Agreement except to the extent that such personal injury, damage or loss is attributable to a negligent or intentional act or omission of the party seeking to be indemnified; and (ii) all claims and demands of every kind and nature made by any person or persons to or against the Manager Indemnified Persons for all and every manner of costs, damages, or expenses incurred by or injury or damage to such person or persons of his, her, or their property to the extent such claim or damages are a result of the City’s negligence or breach of its obligations under this Agreement.

The City will not be liable or responsible in any way for any personal injury that may be sustained by the Manager or any Manager Indemnified Persons, or of any other person
who may be upon the Marina Property or of any person who or for any loss of or damage or injury to, property belonging to or in the possession of the Manager or any Manager Indemnified Person or any other person, unless caused by gross negligence of the City or those for whom it is in law responsible, or resulting from a breach of this Agreement.

13.2 Indemnification by the Manager

The Manager shall indemnify, defend and hold harmless on an after-tax basis, the City and, to the extent named or involved in any third party action or claim, its employees, shareholders, directors, officers, representatives and related persons (collectively, the “City Indemnified Persons”) from and against, and shall pay to the City and the City Indemnified Persons, on demand, the amount of, any Damages, suffered by, imposed upon or asserted against, the City or any of the City Indemnified Persons as a result of, in respect of, connected with, or arising from:

(a) any breach, violation or non-performance by the Manager of any obligation contained in this Agreement, the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation to be observed or performed by the Manager;

(b) any damage to the Marina Property by the Manager, or any person claiming through or under the Manager, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Marina Property;

(c) any injury to any person, including death resulting at any time therefrom, occurring in or about the Marina Property unless caused by the gross negligence of the City or those for whom it is in law responsible, or caused by a breach of this Agreement by the City;

(d) any wrongful act or neglect of the Manager, its invitees and licensees, in and about the Marina Property;

(e) any request or order made by any government authority requiring investigation or remediation of any Hazardous Substance on, under or affecting the Marina Property unless caused by the gross negligence of the City or those for whom it is in law responsible, or by a breach of this Agreement by the City; and

(f) any and all liabilities, claims, damages, costs, loss, suits, or actions of any nature whatsoever (including legal fees incurred by the City in any related proceedings on a solicitor and own client basis) arising out of any release of a Hazardous Substance(s) in on or from the Marina Property or in, on, above or below the surface of the Marina Property as a result of the construction or operation of the Marina Property or any other activity carried out in, on, above or below the Marina Property by the Manager or its servants, or contractors or any person for whom the Manager is in law responsible.
Provided that this indemnity shall be reduced where and to the extent that the same is caused by the gross negligence of the City or by a breach of this Agreement by the City.

This indemnification provision shall survive any termination or expiration of this Agreement, the Owned Marina Property License of Occupation, and the Foreshore Sub-License of Occupation.

13.3 Environmental Damage

The Manager shall be liable for, and shall defend, indemnify and hold the City harmless from and against, all liabilities, damages, losses, expenses and claims caused by environmental contamination from the operation and maintenance of the Marina, except when such losses, expenses or claims are solely attributable to the negligent or intentional act or omission of the City.

13.4 Indemnification Procedure: Third Party Claims

(a) If any claim, assertion or proceeding is made or commenced by a third party (a “Third Party Claim”) against the Manager, the City, a Manager Indemnified Person or a City Indemnified Person, as the case may be (the “Indemnified Person”) in respect of which the Indemnified Person proposes to demand indemnification from a Party (the “Indemnifying Party”), the Indemnified Person shall give notice to that effect together with particulars of the Third Party Claim to its Indemnity Representative and the Indemnifying Party with reasonable promptness. The failure to give, or delay in giving, such notice will not relieve the Indemnifying Party of its obligations except and only to the extent of any prejudice caused to the Indemnifying Party by such failure or delay. From the time the Indemnified Person receives notice of the Third Party Claim, the Indemnified Person and the Indemnity Representative shall use commercially reasonable efforts to protect their rights and the rights of the Indemnifying Party in respect of such Third Party Claim.

(b) The Indemnifying Party may, by notice to the Indemnity Representative of the Indemnified Person given not later than thirty (30) days after receipt of the notice described in Section 13.4(a), assume control of the defence, compromise or settlement of the Third Party Claim provided that:

(i) the Third Party Claim involves only money damages and does not seek any injunctive or other equitable relief;

(ii) if the named parties in any Third Party Claim include both the Indemnifying Party and the Indemnified Person, representation by the same counsel would, in the judgment of the Indemnity Representative of the Indemnified Person, still be appropriate notwithstanding any actual or potential differing interests between them (including the availability of different defences);
(iii) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the judgment of the Indemnity Representative of the Indemnified Person, likely to establish a precedent, custom or practice adverse to the continuing business interests of the Indemnified Person; and

(iv) the Indemnifying Party, at the request of the Indemnity Representative of the Indemnified Person acting reasonably, gives security reasonably satisfactory to such Indemnity Representative against any costs and other liabilities to which the Indemnified Person may be or become exposed as a result of the Third Party Claim.

(c) If the Indemnifying Party assumes control of the Third Party Claim, it is conclusively established for purposes of this Agreement that the Third Party Claim is within the scope of, and entitled to, indemnification pursuant to this Article 13.

(d) Upon assumption of control by the Indemnifying Party:

(i) the Indemnifying Party shall actively and diligently proceed with the defence, compromise or settlement of the Third Party Claim at its sole cost and expense, retaining counsel reasonably satisfactory to the Indemnity Representative of the Indemnified Person;

(ii) the Indemnifying Party shall keep the Indemnity Representative of the Indemnified Person fully advised with respect to the status of the Third Party Claim (including supplying copies of all relevant documents promptly as they become available) and shall arrange for its counsel to inform the Indemnity Representative of the Indemnified Person on a regular basis of the status of the Third Party Claim; and

(iii) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim unless consented to by the Indemnity Representative of the Indemnified Person (which consent may not be unreasonably or arbitrarily withheld or delayed).

(e) The Indemnified Person and its Indemnity Representative may retain separate co-counsel at their sole cost and expense and may participate in the defence of the Third Party Claim.

(f) Provided all the conditions set forth in Section 13.4(b) are satisfied and the Indemnifying Party is not in breach of any of its other obligations under this Section 13.3, the Indemnified Person and its Indemnity Representative shall, at the expense of the Indemnifying Party, cooperate with the Indemnifying Party and use their commercially reasonable efforts to make available to the Indemnifying Party all relevant information in their
possession or under their control (provided that it does not cause either of them to breach any confidentiality obligations) and shall take such other steps as are, in the reasonable opinion of counsel for the Indemnifying Party, necessary to enable the Indemnifying Party to conduct such defence provided always that:

(i) no admission of fault may be made by or on behalf of the Manager or any Manager Indemnified Person without the prior written consent of the Manager;

(ii) no admission of fault may be made by or on behalf of the City or any City Indemnified Person without the prior written consent of the City;

and

(iii) the Indemnified Person and the Indemnity Representative are not obligated to take any measures which, in the reasonable opinion of the Indemnity Representative's legal counsel, could be prejudicial or unfavourable to the Indemnified Person.

(g) If (i) the Indemnifying Party fails to give the Indemnity Representative the notice required in Section 13.4(b) or otherwise fails to comply with any of the conditions in Section 13.4(b) or (ii) the Indemnifying Party breaches any of its other obligations under Section 13.3, the Indemnity Representative of the Indemnified Person may assume control of the defence, compromise or settlement of the Third Party Claim and retain counsel as in its sole discretion may appear advisable, the whole at the Indemnifying Party's sole cost and expense. Any settlement or other final determination of the Third Party Claim will be binding upon the Indemnifying Party. The Indemnifying Party shall, at its sole cost and expense, cooperate fully with the Indemnity Representative of the Indemnified Person and use its reasonable commercial efforts to make available to such Indemnity Representative all relevant information in its possession or under its control and take such other steps as are, in the reasonable opinion of counsel for the Indemnity Representative, necessary to enable the Indemnity Representative to conduct the defence. The Indemnifying Party shall reimburse the Indemnified Person and its Indemnity Representative promptly and periodically for the costs of defending against the Third Party Claim (including legal fees and expenses), and shall remain responsible for any Damages the Indemnified Person and its Indemnity Representative may suffer resulting from, arising out of or relating to the Third Party Claim to the fullest extent provided in this Article 13.

13.5 Interest

Any amount required to be paid by an Indemnifying Party to an Indemnified Person under this Article 13 bears interest at an annual rate of the Prime Rate plus four percent (4%)
accruing on a daily basis from the date on which a demand for payment is made until payment in full.

13.6 Exclusive Remedy

The rights of indemnity set forth in this Article 13 constitute the Manager’s sole and exclusive remedy from the City for any rights, actions, claims or causes of action which may arise in respect of this Agreement and the transactions contemplated hereby.

13.7 Procedures for Indemnification - Direct Claims

A claim for indemnification for any matter not involving a Third Party Claim must be asserted by notice (setting out in reasonable detail the factual basis for the claim and the amount of potential Damages arising from it) to the Party from whom indemnification is sought and will be subject, at all times, to the provisions of Section 13.5.

13.8 Liability for Information Provided by the City

The City makes no warranty in respect of and shall not be held liable for the accuracy of any information, drawings, designs or other documents of whatever nature relating to the Marina or the Marina Property provided by the City.

13.9 Survival

The obligations under Sections 13.1, 13.2, and 13.3 above shall survive termination of this Agreement.

ARTICLE 14
DISPUTE RESOLUTION

14.1 Amicable Settlement

If any dispute arises in connection with this Agreement, either party may give notice to the other party of the same, whereupon the Parties shall meet promptly and in good faith attempt to reach an amicable settlement.

14.2 Mediation Committee

If the parties are unable to negotiate an amicable resolution pursuant to Section 14.1 above, within 60 days of the notice of dispute or disagreement, to request the assistance of a skilled commercial mediator, such mediator to be mutually agreed upon by the parties within 30 days of a receipt by a party of written notice requiring the mediation, failing which the mediator will be appointed by the British Columbia International Commercial Arbitration Centre (BCICAC). Any mediator selected must be qualified and experienced in the subject matter of the Agreement. Such mediation will be conducted under the Commercial Mediation Rules of the BCICAC to resolve a dispute unless otherwise agreed by the parties. If a mediator is appointed under this provision, the mediated negotiations will be terminated 60 days after the appointment unless the parties agree otherwise.
14.3 Arbitration

All disputes arising in connection with this Agreement, which are not settled in accordance with Sections 14.1 or 14.2, shall be resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre and the place of the arbitration shall be Penticton, British Columbia under its rules for the conduct of domestic commercial arbitrations.

14.4 Costs of Dispute Resolution

The parties agree that each party will bear its own costs and expenses incurred in respect of the dispute resolution processes in this Article 14 and neither party will seek recovery against the other party for any of those costs and expenses.

14.5 Survival

The dispute resolution provisions contained in this Article 14 shall survive termination of this Agreement.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 Representations and Warranties

Each Party hereby represents and warrants that:

(a) It is duly existing pursuant to the laws and regulations of British Columbia;

(b) It carries on its business in accordance with the Applicable Laws and regulations of British Columbia and, to that Party's knowledge, there are no proceedings pending or threatened for the bankruptcy, dissolution of that party such as would materially adversely affect that party's performance of its obligations under this Agreement; and

(c) It is fully entitled to enter into this Agreement and authorized to and capable of performing its obligations hereunder.

No representative of The Manager or the City is authorized to make any representations, warranties or agreements other than as expressly set forth herein.

15.2 Financial Resources

(a) The Manager represents and warrants that it has the financial capacity to fund the working capital required to give effect to the Business Plans, as well as to pay the amount of the Capital Contribution on a timely basis.

(b) Concurrently with the execution of this Agreement, the Manager shall deliver to the City a copy of the Manager's lender's loan commitment with
respect to the Manager’s Capital Contribution, along with a detailed financing plan from the Manager; and in each case such documents must be acceptable to the City. The plan must contain details showing approved financing sufficient to pay for all aspects of the Capital Contribution and approved financing to cover the operating expenses associated with the first two years of operation of the Marina.

15.3 Assignment

(a) The Manager shall not assign this Agreement, the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation without the approval of the City. The City, in making its determination of whether to approve an assignment shall be entitled to take into account its assessment of whether the assignee, transferee or sub-licensee is of good character and has the business experience and financial ability to manage and operate the Marina in accordance with this agreement. In the event of any such assignment without the approval of the City, the City shall be entitled to immediately terminate this Agreement, the Owned Marina Property License of Occupation or the Foreshore Sub-License of Occupation. A Change of Control of the Manager shall be deemed to be an assignment for purposes of this Agreement.

(b) Should the City convey or assign or otherwise divest itself of its interest in this Agreement, the Owned Marina Property, the Foreshore License of Occupation or the Foreshore Lease, as applicable, it will be relieved of all obligations under this Agreement, the Foreshore License of Occupation, and/or Foreshore Lease, as applicable, from and after the effective date of such conveying, assigning or divesting, save and except for the obligation to account to the Manager for any monies due and payable to the Manager by the City pursuant to this Agreement up until the date of such conveyance, assignment or divestiture.

15.4 Primacy of This Agreement

This Agreement shall govern all aspects of, and all contractual relationships relating to the Marina as between the Parties. The Manager shall ensure that the provisions of all agreements relating to the Marina are consistent with the terms hereof. In the event of conflict between this Agreement and any agreement on a matter affecting the Parties, including all questions of interpretation, this Agreement shall prevail.

15.5 Variations in Writing

All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by duly authorized representatives of each of the Parties.
15.6 **Entire Agreement**

This Agreement, including the Schedules attached hereto, represents the entire agreement between the Parties in relation to the subject matter thereof and supersedes any or all previous agreements or arrangements, whether oral or written, between the Parties in respect of the Marina, or the other contents of this Agreement.

15.7 **Severability**

If any part or parts of this Agreement are agreed by the Parties or declared by any competent tribunal to be invalid, the other parts shall remain valid and enforceable.

15.8 **Non-Waiver**

None of the provisions of this Agreement shall be deemed waived by either Party except when such waiver is given in writing. The failure by either Party to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.

15.9 **Interest**

Any Party in default of payment of any amount due hereunder shall pay interest thereon at a rate calculated as 4% above the Prime Rate. Such interest shall be computed on a daily basis (on the basis of a 365 day year) from and including the day after the due date payment until but excluding the date when the relevant amount together with accrued interest is fully paid by the defaulting party.

15.10 **Notices**

Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

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

Attention: Corporate Officer  
Email:

with a copy to (such copy shall not constitute notice):

Farris LLP  
2500 – 700 W. Georgia St.  
Vancouver, BC  
V7 Y 1B3
Attention: Al Hudec  
Email: ahudec@farris.com  

The Manager:  
[Name]  
[Address]  
Attention:  
Email:  

or such other address, attention, telex number, or facsimile number as may be notified by that party to the other party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communications made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communications made by telex or facsimile, when transmitted properly addresses to such telex number or facsimile number.

15.11 Applicable Law

This Agreement shall be governed by the laws of British Columbia.

15.12 Non-Exclusive Contract.

Award of this Agreement shall impose no obligation on the City to utilize the Manager for all work of the type which may develop with respect to the Marina during the term of this Agreement.

15.13 Legal Costs Associated with This Agreement

The City shall be responsible for paying the first Twenty-Five Thousand Dollars ($25,000.00) in the City's legal fees associated with this Agreement. Any legal fees of the City over and above Twenty-Five Thousand Dollars ($25,000.00) shall be paid by the Manager.

15.14 Communications to the Public

The City and the Manager agree that it would be beneficial to work together on communicating the benefits of this Agreement to the public and shall work collaboratively in all communications to the public about this Agreement.

15.15 Additional Services and Locations.

The City reserves the right to request additional services relating to this Agreement from the Manager when approved by the Parties. The Manager shall provide such additional services as may become necessary. The City reserves the right to unilaterally add or delete services at its sole option as it may deem necessary or in the best interests of the
City. In such case, the Manager will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

15.16 No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and The Manager.

15.17 Time of Essence.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance. The Marina Services shall be performed in a timely manner as specified in the City’s RFP.

15.18 Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representative of the Parties hereto on the day, month and year first above written.

CORPORATION OF THE CITY OF PENTICTON

________________________________________
Name: 
Title: 

[MANAGER]

________________________________________
Name: 
Title: 

- 43 -
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 1.1(XX)
FORESHORE LICENSE OF OCCUPATION

[NTD: To be attached]
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 1.1(XXIX)
LEASED / LICENSED MARINA PROPERTY

[NTD: To be attached]
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 1.1(XXXIII)
MARINA PROPERTY

[NTD: To be attached]
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 2.3
MARINA SERVICES

[NTD: To be added]
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 8.1
FORM OF OPERATING AND MAINTENANCE PERFORMANCE BOND

For the benefit of the City of Penticton, [address]

We, [Bank's name and address], are aware that [insert Manager] (hereinafter referred to as the “Manager”) has signed a Marina Management Operating Agreement (the “Concession Agreement”) with the City of Penticton (hereinafter referred to as the “City”) concerning the operation and maintenance of the Skaha Lake Park East Marina.

Furthermore, we understand that, by the terms of Section 8.1 of the Concession Agreement, the Manager must provide a Maintenance and Performance Bond for the amount of $CAD [•] to guarantee the proper and timely performance of the Manager's obligations under the Concession Agreement in relation to the operation and maintenance of the Marina and the Marina Property and achievement of indicators set forth in the Business Plans.

1. **Guarantee.** At the request of the Manager, we hereby independently and irrevocably undertake to pay you any sum you may request up to a maximum amount of $CAD [•] upon your first demand in the event of the Manager failing to fulfill its operation, maintenance and performance obligation(s) under the Concession Agreement before expiry of this guarantee without your consent.

2. **Request for Payment.** Any demand for payment must be sent to us in writing to the following address expressly stating:
   (i) the amount due; and
   (ii) stating that:
      ● the Manager is in repeated breach of its operation and maintenance and performance obligations(s) under the Concession Agreement; and
      ● the respect in which the Manager is in breach, and such claim and statement shall be accepted as conclusive evidence that the amount claimed is due to you under this guarantee.

3. **Authorized Signatories.** Claims and statements as aforesaid must bear the confirmation of your Bankers that the signatories thereon are authorized so to sign.

4. **Duration.** This guarantee shall come into force on the date of signature of this Operating and Maintenance Performance Bond, and will expire at close of banking hours at this office on the date of the issuance of the Handback
Bond (the “Expiry Date”) as set out in Section 8.3 of the Concession Agreement.

5. **Limitation of Liability.** Our liability is limited to the sum of $CAD and your claim hereunder must be received in writing at this office before the Expiry Date. After such Expiry Date, no demand for payment will be honored by us, whether or not this undertaking has been returned to us.

6. **Termination.** Upon the Expiry Date this guarantee shall become null and void, whether returned to us for cancellation or not and any claim or statement received after the Expiry Date shall be ineffective.

7. **No Transfer or Assignment.** This guarantee is personal to ourselves and is not transferable or assignable.

8. **Applicable Law.** This guarantee shall be governed by and construed in accordance with the Laws of British Columbia and the federal Laws of Canada applicable therein.

9. **Dispute Settlement.** Any dispute related to the validity, interpretation or enforceability of this guarantee will be subject to the jurisdiction of the competent courts of British Columbia.

Date: _________________

Authorized Signature(s)

____________________________________
____________________________________
____________________________________
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 8.2
FORM OF HANDBACK BOND

For the benefit of the City of Penticton, [address]

We, [Bank's name and address], are aware that the City of Penticton (hereinafter referred to as the “City”) has executed a Marina Management Operating Agreement (the “Concession Agreement”) with [insert Manager] (the “Manager”) for the operation and maintenance of the Skaha Lake Park East Marina. We have been informed that the Manager has undertaken to handback to the City all rights, title and interest in the conceded assets and operation of the Marina and the Marina Property.

Furthermore, we understand that, by the terms of Section 8.2 of the Concession Agreement, the Manager must provide a Handback Bond for the amount of $CAD [•].

1. **Guarantee.** At the request of the Bidder, we hereby independently and irrevocably undertake to pay you any sum you may request up to a maximum amount of $CAD [•] upon your first demand in the event that the Manager does not fulfill its handback obligations under the Business Plans and the Concession Agreement without your consent.

2. **Request for Payment.** Any demand for payment must be sent to us in writing to the following address expressly stating:

   (i) The amount due and (ii) stating that:

   - the Manager is in repeated breach of his handback obligations(s) under the Concession Agreement, and has not correct the defect, and
   - The respect in which the Manager is in breach, and such claim and statement shall be accepted as conclusive evidence that the amount claimed is due to you under this guarantee.

3. **Authorized Signatories.** Claims and statements as aforesaid must bear the confirmation of your Bankers that the signatories thereon are authorized so to sign.

4. **Duration.** This guarantee shall come into force on the [Commencement Date] (the “Effective Date”), being the date of issuance which shall be no later than twelve (12) months before the termination of the Concession Agreement, and will expire at close of banking hours at this office 180 days after the Effective Date (the “Expiry Date”).

5. **Limitation of Liability.** Our liability is limited to the sum of $CAD [•] and your claim hereunder must be received in writing at this office before the
Expiry Date. After such Expiry Date, no demand for payment will be honored by us, whether or not this undertaking has been returned to us.

6. **Termination.** Upon the Expiry Date this guarantee shall become null and void, whether returned to us for cancellation or not and any claim or statement received after the Expiry Date shall be ineffective.

7. **No Transfer or Assignment.** This guarantee is personal to yourselves and is not transferable or assignable.

8. **Applicable Law.** This guarantee shall be governed by and construed in accordance with the Laws of British Columbia and the federal Laws of Canada applicable therein.

9. **Dispute Settlement.** Any dispute related to the validity, interpretation or enforceability of this guarantee will be subject to the jurisdiction of the competent courts of British Columbia.

Date: ____________________

Authorized Signature(s)

____________________

____________________

____________________
Disclaimer: We have included a first draft of the proposed Marina Management Operating Agreement as part of the RFP package. The draft is included for discussion purposes only and both the City and its legal representatives retain the right to propose changes.

SCHEDULE 12.2
HANDBACK REQUIREMENTS

[NTD: To be added]
Council Report

Date: September 7th, 2021
To: Donny van Dyk, Chief Administrative Officer
From: Anthony Haddad, General Manager, Community Services
Subject: Three Year Transit Expansion Plan

Staff Recommendation

THAT Council support the following Transit Service additions as part of the City’s Three-Year Transit Expansion Plan:

- Conventional Transit System
  - Expand service to Upper Wiltse via Route 1;
  - Expand Service to Sendero Canyon via Route 4;
- Custom Transit System
  - Expand Custom service by means of Taxi Supplement to align with Conventional Service span;

AND THAT the Convention Transit System expansion proposal for increasing the frequency of Route 5, be delayed until the completion of the BC Transit Future Plan process.

Strategic priority objective

The City of Penticton will attract, promote and support sustainable growth and development congruent with the community’s vision for the future.

Background

On April 16, 2019, Council were provided with a request to support Transit Expansion Plans within the community. The expansion plans included those listed below, but also the request for additional frequency along Route 5, at a cost of approximately $190,000 per year, which also resulted in the need for one additional bus to be purchased. At that Council Meeting, the following resolution was passed:

220/2019

It was MOVED and SECONDED

THAT Council support and advise BC Transit of the following Transit service expansions for BC transit planning purposes:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Implementation Date</th>
<th>Estimated Municipal Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matching Service Levels Custom Transit</td>
<td>April 2020</td>
<td>$12,324</td>
</tr>
</tbody>
</table>
Regional Transit Route 70 Midday Service | September 2020 | $38,641
Upper Wilse Service | September 2020 | $18,608
Sendero Canyon Service | September 2020 | $15,676

AND THAT BC Transit be asked to undertake an update to the Penticton Transit Plan.

CARRIED UNAIMOSLY

Each year, BC Transit confirms service expansion plans for the coming year with local government partners, and also confirms service expansion priorities for the subsequent two years. This process ensures that 3-year expansion initiatives are consistent with the expectations of local governments, and allows BC Transit to proceed with securing the funding and resources to implement service expansions.

Staff are now bringing the proposed 3-Year requests, received form BC Transit, back to Council for consideration – in line with BC Transit’s approval process (Attachment B).

Discussion

BC Transit is actively working towards the goal of achieving a 100% zero emission fleet by 2040. They have advised that their Compresses Natural Gas (CNG) transition is nearing the tail end of its investment activity, and planning for the next phase of battery electric bus deployments is well underway. 2022 will see the first 10 heavy duty battery electric buses deployed in Victoria, with plans to begin purchasing only electric buses in all fleet classification by 2028. Electrification transition planning is also underway to identify the opportunities and constraints associated with a rollout across the province. A change of this magnitude to our provincial fleet will have a significant impact on our business, and in particular their 3-year expansion planning process.

One of the key challenges that BC Transit will face through this process in the coming years will be a higher probability that demand for expansion vehicles will exceed the availability in select fleet categories. More advanced lead times will be required for procurement and delivery of buses, and bus orders will need to be strategically timed to align with our deployment plans. While every effort will be made to align bus orders with demand, BC Transit have advised that some expansion initiatives may be impacted by the limited availability of certain vehicle types. Despite these challenges, BC Transit will continue to work with their local government partners to identify and develop expansion priorities, and to align our expansion initiatives with their overall fleet procurement plans.

With increasing demand for transit expansion across the Province, BC Transit is often faced with municipal requests for expansion that exceed the availability of either matching Provincial funds or available buses. As a result, their Expansion Evaluation Process will be initiated to determine which projects are prioritized and will proceed.

An overview of our Expansion Evaluation Process has been provided for Council’s information in Attachment B. It outlines the process that BC Transit will follow to prioritize expansion requests, address value for investment, and ensure alignment with funding availability. It considers a variety of factors through a
performance based multiple account evaluation, using a mixture of qualitative and quantitative criteria. The evaluation would occur following the deadline for receipt of approved expansion MOUs from local governments, and the outcome shared in early Fall.

**Financial implication**

The financial implication of the proposed 3 Year plan are included in the table below, all of which have been included in the long term budget for the City.

<table>
<thead>
<tr>
<th>Service Expansion</th>
<th>Implementation Date</th>
<th>Estimated Municipal Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional – Route 5 Frequency</td>
<td>September 2022</td>
<td>$196,031</td>
</tr>
<tr>
<td>Conventional - Upper Wiltse Service</td>
<td>September 2023</td>
<td>$18,657</td>
</tr>
<tr>
<td>Conventional - Sendero Canyon Service</td>
<td>September 2023</td>
<td>$15,234</td>
</tr>
<tr>
<td>Custom – Taxi Supplement expansion</td>
<td>January 2022</td>
<td>$6,125</td>
</tr>
</tbody>
</table>

**Analysis**

Staff consider that the previous direction provided by Council from 2019 adequately provides for transit expansion into growth areas of our community – Sendero Canyon and Upper Wiltse. With regards to the Route 5 expansion, staff believe that increasing the frequency upon which transit services are provided along high density corridors and areas of higher ridership should continue to be a priority for our community.

However, as was noted in the 2019 Council discussion, the need for BC Transit to complete their Transit Future Planning process should, in staff opinion, still be undertaken before a significant investment like this takes place. The Route 5 frequency expansion will result in the addition of one new bus to the Transit fleet to enable the 20-minute frequency to take place, which will be an ongoing expense into the future. The other expansion routes can be accommodated using existing buses.

Staff are therefore recommending that Council support all of the Services expansions proposed over the next three years, except for the Route 5 Frequency change. BC Transit’s Future Planning process was slated to begin earlier this year, however has been delayed. Once this process has been undertaken and if in fact the frequency change does make sense from an investment and user perspective, staff will bring this back for Council’s consideration as part of the implementation of the Transit Future Planning process and next year’s 3-Year Transit plan review.

Coming out of the BC Transit Future Action planning process, transit solutions such as on-demand service and other innovative service options may make sense for implementation in our community. This may reduce the reliance on larger buses travelling into the hillsides and result in more efficient use of our existing fleet. Staff will keep Council and the community updated as the Transit Future planning process moves forward.

Should Council wish to support the Route 5 Frequency change, staff will budget $196,031 for these changes in 2022, under the assumption that the change will be approved by BC Transit as part of their budget process.
While there is certainly merit in this change, staff believe that waiting until a review of the entire system has been undertaken is a more prudent way of proceeding at this time.

**Attachments**

Attachment A – Schedule “A”: Tariff and Fares section of the 2021 - 2022 Annual Operating Agreement

Attachment B – Transit Expansion Process Overview

Respectfully submitted,

Anthony Haddad  
General Manager, Community Services

<table>
<thead>
<tr>
<th>GM Finance &amp; Administration</th>
<th>Chief Administrative Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>LWBD</td>
<td>DvD</td>
</tr>
</tbody>
</table>
Attachment A

Three-Year Transit Expansion Plan – Penticton

Three-Year Transit Expansion Plan

Proposed Transit Service Expansion Initiatives
The following outlines the expansion initiatives identified for your transit system along with a high level annual costing based on the hourly rates of your system. Please ensure that these initiatives are consistent with the expectations of your local government. Upon confirmation of your local government’s intent to commit to the expansion and budget, we will proceed with the request to secure funding from the Province on your behalf.

<table>
<thead>
<tr>
<th>AOA Period</th>
<th>In Service</th>
<th>Annual Hours</th>
<th>Vehicle Requirements</th>
<th>Estimated Annual Revenue</th>
<th>Estimated Annual Total Costs</th>
<th>Estimated Annual Net Municipal Share</th>
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</thead>
<tbody>
<tr>
<td>2022/23</td>
<td>January</td>
<td>2,700</td>
<td>1</td>
<td>$34,327</td>
<td>$402,002</td>
<td>$196,031</td>
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<tr>
<td></td>
<td></td>
<td>Description</td>
<td>Increase frequency of route 5 (20 minute frequency throughout the day)</td>
<td></td>
<td></td>
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<tr>
<td>2023/24</td>
<td>September</td>
<td>400</td>
<td>0</td>
<td>$6,023</td>
<td>$46,294</td>
<td>$18,657</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Description</td>
<td>Expanded service to upper Witse via route 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2023/24</td>
<td>September</td>
<td>325</td>
<td>0</td>
<td>$4,818</td>
<td>$37,614</td>
<td>$15,234</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Description</td>
<td>Expanded service to Sendero Canyon via route 4</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>AOA Period</th>
<th>In Service</th>
<th>Annual Hours</th>
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<th>Estimated Annual Revenue</th>
<th>Estimated Annual Total Costs</th>
<th>Estimated Annual Net Municipal Share</th>
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<tr>
<td>2022/23</td>
<td>January</td>
<td>0</td>
<td>0</td>
<td>$6,200</td>
<td>$37,000</td>
<td>$6,125</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Expand Custom service by means of Taxi Supplement to align with Conventional service span</td>
<td></td>
<td></td>
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</tbody>
</table>
June 2021

**TIP & Expansion Evaluation Process Overview**

The Transit Improvement Program (TIP) and Expansion Evaluation Process is conducted each year. The process is led by the BC Transit Business Development Division and is completed in collaboration with the Finance & Asset Management Divisions and in consultation with Local Government Partners.

The program provides adequate lead-in time for the development and confirmation of provincial and municipal transit expansion budgets. It also includes information to inform the procurement and delivery of new transit vehicles well in advance (approx. 18 months) of the desired service implementation date. The program also highlights capital projects required to support service expansion initiatives.

**Transit Improvement Program (TIP) – Description**

The TIP tracks the expansion requests from local government partners for the next three fiscal years. These expansion requests are informed by priorities identified within planning documents such as Transit Future Plans, Service Reviews, Local Area Transit Plans, Service Discussion Documents or major capital initiatives necessary for the development of a transit system.

The TIP process seeks local government partner commitment to their expansion requests, thereby allowing BC Transit to proceed with securing sufficient funding within the Provincial Budget to support the expansion, and sufficient lead time to procure new transit vehicles.

The TIP is communicated to local government partners through an Expansion Memorandum of Understanding (MOU) letter that is issued to partners each year. The MOU ensures that there is alignment with local governments on their 3 year expansion priorities, and also seeks a local funding commitment on the year 1 expansion request in order to move forward with Provincial funding approval, vehicle procurement and any additional operational needs that may be required to support the expansion. The MOU includes:

- Service expansion description
- Total annual hours
- Estimated costs, including Local Government contribution
- Estimated in service date (establishes part year hours and date is determined by scheduled delivery of new vehicles)
- Vehicle requirements

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1. Priorities can often be included where plan development or review is underway during the TIP process time and the local partner would like to include future investment for draft service expansion initiatives that will be finalized before the following fiscal.

2. The shift to Battery Electric Buses and the development of the Provincial wide Electrification roll out strategy is taking shape in 2021/22. Business Case and procurement timelines for new vehicle purchases may lead to a modification of the TIP timeline approval process.
Expansion hours are for increased service levels (increased frequency, service span or coverage), and/or addressing issues of reliability and on-time performance where additional service hours are required to add travel and recovery time to a system.

When planning for expanded transit service, corresponding investments in new transit infrastructure are often required. Once identified in a planning document, potential infrastructure projects are incorporated into the BC Transit Long-Term Capital Plan. It is BC Transit’s intention to also begin incorporating these potential projects into the TIP process. In coming years, local governments can expect to begin seeing infrastructure projects in their TIP MOU, as well as the forecasted year of delivery and estimated lease fee.

Expansion Evaluation Process – Description

BC Transit is often faced with municipal requests for expansion of transit service that exceed the availability of matching Provincial funds. As a result, it is necessary to evaluate all year 1 expansion requests and determine where available Provincial expansion funding should be allocated. An expansion evaluation process based on standard transit measures and alignment with provincial strategic objectives allows BC Transit to:

- Monitor, compare, and prioritize expansion requests
- Address value for investment by being performance focused
- Reduce unpredictability regarding new service requests
- Ensure funding availability is better aligned with local needs and provincial funding
- Develop a three year plan with confidence

The process is a performance based multiple account evaluation (MAE). The evaluation uses a mixture of qualitative and quantitative criteria to measure the proposed service expansion. Each criteria are allocated a value and weight. The evaluation is specific to the expansion request, not the system-wide performance. The MAE considers the following when allocating provincial expansion funds:

- Alignment to the goals and objectives in the Mandate Letter
- Identification in a transit planning document, such as a Transit Future Plan or service review
- Ridership productivity
- Operational performance
- Planning, land use and environmental context
- Vehicle and facility capacity, utilization and availability
- Social and economic value

The quantitative indices focused on ridership productivity include the following:

- Boardings per service hour - (a boarding is an entry to a transit vehicle. A trip may consist of several boardings where transfers are used). This measures the effectiveness of a service.
- Boardings per service kilometre - monitors the level of productivity of a route. Longer regional services or systems that have a spread out urban form will not perform as well compared to compact urban communities.
- Cost per Passenger trip - is a measure of how expensive a service is to operate relative to the volume of people using the service.
- Cost Recovery - is a measure of the cost of providing the service versus the rate of return through the fare box.
- Passengers per Capita – this is a relative measure of the overall service level.

Each expansion has a maximum number of available points and each expansion request is evaluated against others regardless of system or community size\(^3\). Regardless of score, some factors can prevent expansion from being feasible. These may include:

- Capacity of the operational facility
- Unfunded critical infrastructure - requirements to enable the expansion to occur (for instance a new exchange)
- Vehicle availability

The expansion evaluation process flags these issues so that consideration can be given as to whether they can be addressed in time to enable expansion to occur within the fiscal year being evaluated. If not, the expansion request would be passed over in favour of the next highest rated expansion request and the priority would be moved to the following fiscal year TIP process. This then allows time for the factors preventing expansion to be suitably addressed.

The intent is to provide municipalities with the information regarding their expansion requests in early fall each year in order to allow for insertion into the municipal or regional budgeting process. This is the same information that BC Transit includes into the draft Service Plan each September to solicit matching provincial funding.

During the year of implementation, there is the possibility that not all provincial expansion hours and budget are fulfilled. This could be due to a number of factors, including:

- The development of schedules resulting in less hours being required than originally projected
- A local partner can no longer commit to the expansion hours and budget agreed to

Should this occur, provincial expansion funding would be offered to the next highest rated expansion request. However, any expansion within the first budget year requiring additional vehicles where the local partner determines that expansion is no longer required, will result in the local partner being billed the lease fees related to the new buses for a minimum of a one year period.

\(^3\) Depending on the scope of the expansion requests, BC Transit may do mutually exclusive evaluation processes for conventional and custom services.
7 Step TIP & Expansion Evaluation Process

- **Step 1: Identify**
  February to March – In collaboration with local governments, BC Transit identifies appropriate and approved expansions for each transit system. Asset Management commences the draft business case for vehicle purchase based on the early estimates from the initial TIP list.

- **Step 2: Costing and MOU Letters**
  April – The BC Transit Finance Department forecasts costs associated with each expansion request and this information is incorporated into the MOU letter. BC Transit then distributes the Expansion MOU letters to local partners.

- **Step 3: Review & Approve**
  June to August – Amendments to the MOU’s (if required), presentation to Committees/Boards or Councils for official approval/commitment and signing.

- **Step 4: Draft 3 Year Service Plan**
  Mid-August to December – Signed MOU’s inform the:
  - Draft 3-year Service Plan to present to the province for budget commitment of their share.
  - 3-year BC Transit Capital Plan
  - Confirm the fleet business cases for vehicle procurement
  - Confirm capital business cases to secure funds for infrastructure needed to support the expansions.

- **Step 5: Expansion Evaluation**
  September – Year 1 expansion requests identified in the signed MOU’s are evaluated using the MAE to prioritize the local government partner requests for expansion.

- **Step 6: Final Service Plan**
  December – Amendments are usually made to the draft 3-year Service Plan following information provided by the Province regarding available funding. Should the local expansion requests exceed the funding identified in the provincial budget, the completed MAE process is used to identify those expansion requests that will be funded in the following year.

- **Step 7: Confirmation**
  - February – Provincial budget finalized and the Service Plan Budget & Prioritized Expansion Projects are communicated with Local Partners. Service implementation planning commences and critical paths determined for confirmed service priorities.

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4 Months specified against each step are the typical process undertaken prior to 2019. The TIP and evaluation process has been augmented in 2020 & 2021 due to the planning and funding impacts of the pandemic.

5 Implementation for approved expansions typically occurs in the fall or January of the following year to allow sufficient time for detailed service planning and vehicle delivery.
The Corporation of the City of Penticton

Bylaw No. 2021-25

A Bylaw to Amend Official Community Plan Bylaw No. 2019-08

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 No. 2019-08”;

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 “Official Community Plan Amendment Bylaw No. 2021-25.”

2. **Amendment:**

   “Official Community Plan Bylaw No. 2019-08” is hereby amended as follows:

   2.1 Amend Map 1: Future Land Use designations from Tourist Commercial to Urban Residential, for:
       1. Lot 1 District Lot 2 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 13891, located at 813 Westminster Ave West, and
       2. Lot 2 District Lot 2 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 13891, located at 825 Westminster Ave West, and
       3. Lot 1 District Lot 2 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 15658, located at 877 Westminster Ave West.

   2.2 Schedule ‘A’ attached hereto forms part of this bylaw.

   READ A FIRST time this 17 day of August, 2021
   A PUBLIC HEARING was held this 7 day of September, 2021
   READ A SECOND time this day of , 2021
   READ A THIRD time this day of , 2021
   ADOPTED this day of , 2021

Notice of intention to proceed with this bylaw was published on the 31 day of August, 2021 and the 1 day of September, 2021 in the Penticton Herald newspaper, pursuant to Section 94 of the Community Charter.

______________________________
John Vassilaki, Mayor

______________________________
Angie Collison, Corporate Officer
813, 825 and 877 Westminster Avenue West

Amend Map 1: Future Land Use of OCP Bylaw No. 2019-08 to amend the future land use designation of the properties from ‘Tourist Commercial’ to ‘Urban Residential’.
Date: September 7, 2021
To: Donny van Dyk, Chief Administrative Officer
From: Nicole Capewell, Planner II
Address: 182 Van Horne Street & 175 Abbott Street

Subject: Development Variance Permit PL2021-8940

Staff Recommendation

THAT Council deny “Development Variance Permit PL2021-8940” for Lot 10 District Lot 202 Similkameen Division Yale District Plan EPP91681, located at 175 Abbott Street, and Lot 4 District Lot 202 Similkameen Division Yale District Plan EPP91681, located at 182 Van Horne Street, a permit to vary Section 10.6.3.2 of Zoning Bylaw No. 2021-01, to allow vehicle access from the street for a duplex development.

Strategic Priority Objective

Community Vitality: The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

Proposal

The applicant is proposing to construct a duplex development on each of the subject properties; 182 Van Horne St and 175 Abbott Street. The current design of the properties includes a driveway from the street to provide vehicular access, which is not permitted in the RD3 (Residential Infill) zone for duplex developments. The applicant has submitted a development variance permit application to allow a front driveway on both of the subject properties.

Background

The subject properties (Figure 1) are zoned RD3 (Residential Infill) and are designated by the Official Community Plan (OCP) as ‘Infill Residential’. These properties were created in 2018, when the parent parcel, 157 Abbott Street, was
subdivided into 11 lots after being rezoned from RM4 (Medium Density Multiple Housing) to a newly created RD3 (Residential Infill) zone.

The RD3 zone was introduced in June 2018 to address some of the development trends at the time, which included carriage houses, clustering of housing and subdividing urban lots to create two or three new building lots. The RD3 zone was intended for areas of existing single-family housing undergoing transition to higher density, while offering a built form similar to single family and duplex housing. The RD3 zone does not allow apartments or townhouses, which may be more disruptive in traditionally single-family neighbourhoods. The RD3 zone was designed similar to the R3 (Small Lot Residential: Lane) and RD2 (Duplex Housing: Lane) zones, with minimal front yard setbacks (4.5m) and reduced side yard setbacks (1.2m) to allow for subdivision and infill development to occur with up to three dwelling units per lot.

The reduced front yard setbacks were proposed to ensure interaction between the public and private realms, and maintain similar setbacks to existing zones within infill areas. The front yard setback was also designed to ensure there would be a large enough space for a tree to be planted as part of the development. The RD3 zone, with respect to duplex development, does not allow driveway access from the street, as this zone is intended for residential neighbourhoods undergoing infill development where lanes are typically provided for vehicle access. This maintains the boulevard along the street as uninterrupted areas for landscaping and on-street parking.

**Technical Review**

The application was reviewed by the City’s Technical Planning Committee (TPC). Road widening and street improvements including sidewalks and boulevard trees were handled as part of the 2018 subdivision applications. Standard comments were provided for the duplex development proposed. The proposed building is required to conform to the BC Building Code. These items have been communicated to the applicant.

**Development Statistics**

The following table outlines the proposed development statistics on the plans submitted with the Development Variance application:

<table>
<thead>
<tr>
<th></th>
<th>RD3 Zone Requirement</th>
<th>182 Van Horne St Provided on Plans Duplex – 2 units</th>
<th>175 Abbott St Provided on Plans Duplex w/ suite – 3 units</th>
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</thead>
<tbody>
<tr>
<td><strong>Minimum Lot Width:</strong></td>
<td>9.1 m</td>
<td>10.063 m</td>
<td>12.014 m</td>
</tr>
<tr>
<td><strong>Minimum Lot Area:</strong></td>
<td>275 m²</td>
<td>380 m²</td>
<td>452 m²</td>
</tr>
<tr>
<td><strong>Maximum Lot Coverage:</strong></td>
<td>55%</td>
<td>51.4%</td>
<td>49.9%</td>
</tr>
<tr>
<td><strong>Maximum Density:</strong></td>
<td>1.0 Floor Area Ratio (FAR)</td>
<td>0.95 FAR</td>
<td>0.95 FAR</td>
</tr>
<tr>
<td><strong>Vehicle Parking:</strong></td>
<td>1 per dwelling unit</td>
<td>1 per dwelling unit = 2 required spaces 2 spaces provided</td>
<td>1 per dwelling unit = 3 required spaces 3 spaces provided</td>
</tr>
<tr>
<td>Required Setbacks</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-------------------</td>
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<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Front Yard (Van Horne St):</td>
<td>4.5 m</td>
<td>4.59 m</td>
<td>4.52 m</td>
</tr>
<tr>
<td>Side Yard (north):</td>
<td>1.2 m</td>
<td>1.35 m</td>
<td>1.25 m</td>
</tr>
<tr>
<td>Side Yard (south):</td>
<td>1.2 m</td>
<td>1.35 m</td>
<td>1.25 m</td>
</tr>
<tr>
<td>Rear Yard (lane):</td>
<td>6.0 m</td>
<td>6.10 m</td>
<td>6.06 m</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximum Building Height</th>
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<tbody>
<tr>
<td></td>
<td>10.5 m</td>
<td>10.4 m</td>
<td>10.12 m</td>
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**Other Information:**
In the case of duplex development, where a rear lane is provided, vehicle access must be from the rear lane.

Variance requested to allow vehicle access from the street for duplex development.

**Analysis**

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 and staff’s analysis are as follows:

The applicant has requested a variance to Section 10.6.3.2 of Zoning Bylaw No. 2021-01, to allow vehicle access from the street on an RD3 zoned property, where a rear lane is provided.

Staff have reviewed this request and are recommending against its approval for the following reasons:

1. Utilizing the laneway for vehicle access provides sufficient room for all of the required parking requirements.

The current proposal for 175 Abbott Street includes a duplex development with one suite proposed, totaling 3 units. The total parking required for this development is 3 parking spaces. The width of the property is wide enough that 4 parking spaces could be accommodated off of the laneway. The current design however, proposes 2 surface parking spaces and 1 parking space located inside a garage from the laneway. Staff consider that the lot is wide enough to meet and exceed parking requirements by maintaining access only from the laneway.

![Figure 2 - 175 Abbott Street Parking Layout](image)

The current proposal for 182 Van Horne Street is for a duplex development, totaling 2 units. The development is designed as a front to back duplex with each unit having a garage on its respective side of the property. This results in one garage facing the street and one garage facing the laneway.
The width of the lot at 182 Van Horne Street is wide enough that 3 parking spaces could be accommodated off of the laneway, which would exceed the Zoning Bylaw requirement of 2 parking spaces. As such, staff consider that the lot is wide enough to meet and exceed parking requirements by maintaining access only from the laneway.

![Diagram of parking layout](Image)

*Figure 3 - 182 Van Horne Street Parking Layout*

2. The request is not in keeping with the intent of the Zoning Bylaw.

The intent of requiring vehicle access and parking off of the rear lane in the RD3 zone for duplexes is to make highest use of the rear lanes for residential traffic and maintain the street for on-street public parking. In addition, having vehicle access primarily from the rear lane maintains a continuous landscaping strip along the boulevard of the street, which would be lost if multiple driveway crossovers were installed. By allowing a driveway from the street, the amount of on-street parking available is reduced. Three zones in the Zoning Bylaw (RD2, RD3 and RD4) allow for front to back duplexes, and all of these zones require that where there is rear lane access, vehicle access must be from the laneway.

Further, the RD3 zone permits a significantly reduced lot width (9.1m) over the RD1 zone (20m), which is a zone primarily intended for duplexes without a lane. The reduced width is in place because the vehicle access can come from the rear lane and doesn’t detract from the front yard. The large width of the RD1 zone allows for a driveway and sufficient room for front yard landscaping. In this case, the lot width at 175 Abbott St is 12.014m and the driveway width proposed is 2.946m. The lot width at 182 Van Horne St is 10.063m, and the driveway width proposed is also 2.946m.

3. The request is not in keeping with the intent of the Official Community Plan (OCP).

The OCP contains policies to guide development in the City. The front driveway is not in keeping with the following OCP policies and design guidelines:

- **OCP Policy 4.2.2.5** Require that vehicle access to parking in residential areas is from the laneway in neighbourhoods where laneways exist.
- **OCP Guideline G16** Off-street parking and servicing access should be provided from the rear lane (where one exists) to free the street for uninterrupted pedestrian circulation and boulevard landscaping.
- **OCP Guideline G17** Parking between the front of buildings and the street is not permitted. Parking should be located at the rear of building/sites.

4. The majority of properties on this block of Van Horne Street and Abbott Street do not have front driveways.
The two subject properties are located within an 11-lot subdivision that recently occurred. Of the available lots for development, staff have received a number of development applications, none of which have proposed any front driveways thus far:

1. 158 Van Horne St – No applications yet
2. 166 Van Horne St – No applications yet
3. 174 Van Horne St – No applications yet
4. **182 Van Horne St – Subject property – requested variance for front driveway**
5. 190 Van Horne St – Building Permit issued for single family home with access from rear lane.
6. 181 Abbott St – Application received indicates single family home proposed with access from rear lane.
7. **175 Abbott St – Subject property – requested variance for front driveway**
8. 169 Abbott St – Duplex development proposed with access from rear lane.
9. 163 Abbott St – Duplex development proposed with access from rear lane.
10. 157 Abbott St – contains the existing single family home from original parent parcel of subdivision.

As shown above, all properties that have come forward from the recent subdivision have proposed vehicle access from the rear lane provided. While some properties in the area may have existing driveways from the street, staff note that there are only a few and they are pre-existing. Should any properties with a front access be redeveloped and require rear lane access, they would be required to meet today’s standard. Several driveways exist for larger, multi-family developments, however parking is located towards the rear of the buildings.

There are a number of properties on the west side of this block of Van Horne Street that have duplex developments; however, all of the required parking on those lots are from the laneway. Staff note that these properties appear to be utilizing the large boulevard area for nose-in parking, which gives the appearance of front street access. However, these parking areas are not on private property, and should the City wish to construct infrastructure in these areas, this parking would be eliminated and likely changed to be typical parallel parking along the street.

Given the reasons above, the request to allow vehicle access from the street is not considered suitable nor in keeping with the intent of the Zoning Bylaw or the Official Community Plan. As such, staff recommend that Council deny the applicant’s request to allow vehicular access to both of the subject properties from the street.

**Alternate Recommendations**

Council may consider the variance request appropriate and reasonable in this instance. If this is the case, Council should approve the application. Staff are recommending against this option, as in staff’s opinion it would be contradictory to the intent of the Zoning Bylaw and OCP.

1. THAT Council approve “Development Variance Permit PL2021-8940”.

Council may consider the variance request could be appropriate and reasonable on one of the two properties requested. If this is the case, Council should approve the application, for the specified property. Staff are recommending against this option, as in staff’s opinion it would be contradictory to the intent of the Zoning Bylaw and OCP for either property to have street vehicle access.
2. THAT Council approve “Development Variance Permit PL2021-8940” for one of the requested properties, as determined by Council.

**Attachments**

Attachment A – Zoning Map  
Attachment B – Official Community Plan Map  
Attachment C – Photos of Property  
Attachment D – Renderings of Proposed Development  
Attachment E – Letter of Intent  
Attachment F – Development Permit Analysis – applicant submitted (provided for information)  
Attachment G – Draft Development Variance Permit PL2021-8940

Respectfully submitted,

Nicole Capewell  
Planner II

<table>
<thead>
<tr>
<th>Director of Development Services</th>
<th>Chief Administrative Officer</th>
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<tbody>
<tr>
<td><strong>BL</strong></td>
<td><strong>DvD</strong></td>
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Concurrence
Attachment C – Photos of Property

Photo showing location of 182 Van Horne Street

Photo showing location of 175 Abbott Street
175 Abbott Street from Abbott Street

175 Abbott Street from laneway
Development Variance Permit

May 13, 2021

Nicole Capewell
Planner II
City of Penticton
171 Main Street, Penticton, BC V2A 5A9

Dear Nicole Capewell:

We are proposing to construct two duplexes, one at 182 Van Horne Street and another directly across the lane at 175 Abbott Street. The project will require a variance to allow vehicular access from the fronting street on each lot.

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 is already zoned RD3 which allows for duplexes. The zoning additionally allows a carriage house or secondary suite for a total of three dwellings on the property. Our intent is to build a front-back duplex on the Van Horne lot and a front-back duplex with a suite on the Abbott lot.

Section 10.12.3.4 of the City of Penticton Zoning Bylaw states that in the case of duplex development in the RD3 zone where a lane is provided, vehicular access must be from the lane. While access to both units would be theoretically possible, we are asking for this variance to provide enclosed parking for three units by way of an oversized single garage and to allow for adequate parking for the tenants of the proposed secondary suite. Access from the street would provide numerous benefits for the homeowners and would not negatively affect the neighbourhood:

1. Site topography creates challenges for access from the rear lane to the front entry. Although access is possible there will be numerous steps and a grade change of over 10’. Typically, rear lane parking for front units lends itself better to flatter sites.

2. The Van Horne and Abbott lots are only 10 and 12 meters wide, respectively. The Abbott lot with the suite would be required to dedicate 10.8 out of 12 total meters of its rear property line to provide adequate parking in the rear, leaving very little space for the intended landscaping and access paths to the dwellings. If the Van Horne lot were to have three units (which is permissible if a future purchaser wished to apply for a suite), these 4 spaces could not all be provided by the rear lane and would require a variance or cash-in-lieu for no parking, resulting in more cars parking on the fronting street.

3. The new duplexes will share the laneway with the other lots along Van Horne Street and Abbott Street therefore vehicle access to the rear unit would be achieved using
this lane. With the proposed variance, both units of the Van Horne duplex will have access to fully enclosed oversized garages, which can park 2 vehicles in tandem and another on the driveway apron, for a total of 3 parking spots with one 11’ driveway let down. On the Abbott side, the one 11 ft. driveway let down will provide parking for one vehicle entirely out of the city boulevard and retain all further street parking with garage access for the rear unit and the suite parking accessed from the lane.

4. This subdivision was created with the vision that the lane would be a “living lane”. This was achieved by getting the lane approved as a 4-meter paved lane with 1-meter boulevards (grasscrete) on either side. To keep with the image of the living lane the developers have very strict landscaping standards. It would not be possible to comply with this vision if the entire rear of the lot were to be paved and used for parking which will be the case if all parking is provided off the lane rather than by both the front and back.

5. As illustrated below, there are numerous dwellings along the west side of Van Horne street across from the subject property that are currently using the boulevard as their own private driveways (see attachment A for site photos). This is privatizing much of the potential on street parking. The City has previously stated that the intent of requiring primary access from the rear lanes is to maintain a continuous landscaping strip along the boulevard of the street. This works great in design but is not always practical. To enhance the boulevard, the Developer has kept mature trees at the corner of Westminster and Van Horne St and there will be numerous new trees planted along Van Horne St. Keeping our driveways to a single car width (~11’) we can achieve a nice balance of additional parking and a nicely landscaped boulevard.

6. The intent of the zoning bylaw is to maintain the street for on-street public parking. The subject properties are part of the VanAbbott Holdings development that recently completed a land swap with the City of Penticton to create public parking along
Westminster Avenue East that would not have otherwise existed. The creation of the proposed driveways will only result in a loss of 22 lineal feet of on-street parking (equivalent to just over 1 parking stall) which is more than made up for along Westminster Avenue East and the garage and driveway parking provided for each unit. This is an area of town that is incredibly short on parking being so close to the Cannery Brewery and the proposed location of the new Highway 97 brewery. Allowing access to garages and a driveway for these homes will create a net gain in parking and will prevent the homeowners from parking along the street which will ultimately leave that space for the public.

7. The adjacent houses currently proposed along Van Horne Street (190, 174, 166 & 158) and Abbott Street (181, 169, 163 & 157) will not have vehicular access along the street due to their detached garages along the rear. The existing home at 198 Van Horne Street, however, does have vehicular access from the street. The lack of driveways servicing the other homes will ensure that plenty of on-street parking remains in this area.

8. City Council recently rejected a proposal to keep an unpermitted driveway access from the street on the 200 block of Van Horne street. It is also worth mentioning that this driveway is 100% in the street right-of-way or boulevard and not retained on private property. While the concrete was taken up after the rejection, the space has continued to be used for parking. We hope for the above-mentioned reasons that Staff and Council will understand how our situation is different from a recent other rejected proposal.

In summary, please accept the enclosed application package for the duplexes at 182 Van Horne and 175 Abbott Street. We would greatly appreciate your consideration in granting the site-specific allowance to allow us to provide these new homes with proper vehicle space.

Sincerely,

Cam Gunning
Parallel 50 Construction Ltd.
Development Permit Analysis

May 13, 2021

Nicole Capewell
Planner 2
City of Penticton
171 Main Street
Penticton, BC V2A 5A9

Dear Nicole Capewell,

City of Penticton OCP intensive residential development guidelines in *italics* with explanation of how the guideline was considered in the design.

*IR1 – Front and rear yard setbacks should relate to those of existing neighbouring buildings & the primary building’s front setback should be no greater than 6.0m so that homes engage with the street.*

The subject properties are two of many neighbouring new construction projects underway on this block of Van Horne street and Abbott street, all being part of the VanAbbott Holdings “Guernsey Lane” development. The homes on either side of the proposed duplexes are maximizing their use of the lots and are therefore located right on their 4.5-meter front setback line. The main block on the front elevation of the proposed duplexes is located 4.5 meters from the street creating a uniform building frontage along the street. Neighbouring homes on the Abbott side have an accessory structure in the rear at a reduced setback so the rear of our duplexes will be setback creating an interesting diverse laneway. Our building frontage also includes a covered patio which acts as a front porch and encourages engagement with the street.

*IR2 - Intensive residential (infill) development should offer a diversity of housing to support objectives related to affordability and ageing in place.*

In addition to the two proposed duplexes, there are multiple single-family homes in the works neighbouring the proposed duplexes. Two of these homes are being built by young families while another is being built by a semi-retired couple. The development is aiming to be very diverse, and the proposed duplexes will allow young families and couples to join the development at about half the price of one of the new single family homes bringing age and income diversity into the neighbourhood.

*G23 - Articulation of building mass should include horizontal (minor) setbacks and stepbacks (along upper storeys) to provide visual interest and enrich the pedestrian experience. Balconies and/or cantilevered upper floors may be considered as a means to breaking up massing while promoting overlook and/or weather protection.*

The front massing of the proposed duplexes is broken up into 3 main components: the main block that is made up of the master bedroom and balcony, the main entry, and the garage entry. The garage wall with the overhead door is under the balcony but setback 8 feet. This was done to minimize the effect that the garage door has on the interaction with the street as attention is drawn to the balcony, which acts as a front porch in the proposed design. The final portion of the front elevation is the entry, which is setback 4’ from the end of the balcony. This allows for a small, covered area with a bench and some planters. The entry cover has also been used to create a small balcony to complement the large, covered balcony further encouraging interaction and interest from the street. The Abbott street unit could not have a garage due to grading and height requirements, but it has kept all the main components of the broken up front elevation.
G24 - Street-facing units should utilize a layering of elements – including but not limited to street-facing entries, stairs, stoops, porches, patios and landscape elements – to create transitions between the public (e.g., street, sidewalk), semi-public (e.g., walkway, ramp, stair), semi-private (e.g., stoop, balcony) and private areas.

The proposed units facing the street meet this criterion well as their entries are off from the street and have two patios facing the street. The boulevard and landscaping in the setbacks will be well landscaped to create transitions from the public sidewalk to the stairs and private balconies.

G35 – Tree Planting

The proposed project is part of a development in which landscaping is a priority as is demonstrated by the living lane concept. Mature trees were retained at the corner of Van Horne and Westminster Avenue and additional trees will be planted in both the boulevard and the yards of the properties so that there are many more trees than the minimum one every 10 meters.

G39 – Defining the Public and Private Realms

The boulevard and property lines of this project will be at natural grade to allow for large pedestrian thoroughfares and then landscape terracing will be done to build stairs at grade for access to the front doors of the homes, clearly defining the public vs. semi-private areas.
Development Variance Permit

Permit Number: DVP PL2021-8940

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 4 District Lot 202 Similkameen Division Yale District Plan EPP91681; and
   Lot 10 District Lot 202 Similkameen Division Yale District Plan EPP91681
   
   Civic: 182 Van Horne Street; and
   175 Abbott Street
   
   PID: 031-183-450; and
   031-183-514

3. This permit has been issued in accordance with Section 498 of the Local Government Act, to vary the following sections of Zoning Bylaw 2021-01 to allow for the construction of a duplex development as shown in the plans attached in Schedule 'A':
   
   a. Section 10.6.3.2: to allow vehicle access from the street for a duplex development.

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 ____________, 2021.

Issued this ____ day of ____________, 2021.

_________________________

Angela Collison
Corporate Officer
From: Dorothy Conley
Sent: Wednesday, September 1, 2021 11:35 AM
To: corpadmin
Subject: Plan EPP91681

The Variance request to allow access to a driveway fronting on Abbott St. would be a great cause for concern in regards to the present traffic conditions.

With the amount of traffic on this street, and the fact that the request is at the crest of a hill, safety of access is paramount. The City proposing increased traffic onto Abbott St. would be hazardous to the present occupants of existing homes.

When this project was first proposed the information given at that time was that the access for all units was to be via Westminster Ave.

Please consider the stress that the future building/driveway will cause on the already busy Abbott St. road, as well as increased street parking that will be inevitable.

With the Nanaimo St. bridge removed, the traffic in this area will be all converging at the corner of Abbott St. and Westminster Ave. Not very conducive to safe road practices. Very congested and inconvenient.

Thank you for considering this information in your report to Council on Tuesday, September 7, 2021.

Dorothy Conley
213 - 130 Abbott St.
Penticton BC V2A 8P3
Abbott Place  
130 Abbott Street  
Penticton BC V2A 8P3

Sept. 1, 2021

To: City council

Re: 175 Abbott Street proposed variance  permit PL2021-8939

Please accept our objection to the proposed variance for the following reasons:

1) We approved of the original project plan, based on having 11 single units sharing one driveway off Westminster Avenue. It should remain as 11 single units, with one driveway.

2) Traffic on Abbott street is already very dense from existing apartment buildings, buses, and through traffic.

3) The location of the driveway is in a precarious place, next to a hilly portion of Abbott street (Blinded when approaching from Vancouver hill)

4) The added unit facing Abbott street, plus driveway, would alter the original sidewalk landscaping plan considerably.

Thank you for your consideration of our objection.

Abbott Place owner names, and unit numbers attached.
<table>
<thead>
<tr>
<th>NAMES</th>
<th>UNIT#</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEVEN + ROSEMARIE Brooks</td>
<td>412</td>
</tr>
<tr>
<td>Gerrit + Wilma Nienhuis</td>
<td>306</td>
</tr>
<tr>
<td>Dorothy Conley</td>
<td>313</td>
</tr>
<tr>
<td>J &amp; B MacPhail</td>
<td>311</td>
</tr>
<tr>
<td>Jim &amp; Ellen Tooby</td>
<td>307</td>
</tr>
<tr>
<td>Dave + Shelagh Duncan</td>
<td>212</td>
</tr>
<tr>
<td>Dan + Laura Gaudry</td>
<td>416</td>
</tr>
<tr>
<td>Agnes Jolymwood</td>
<td>108</td>
</tr>
<tr>
<td>Eth &amp; Kurt</td>
<td>206</td>
</tr>
<tr>
<td>Tanio &amp; Lorrie Ruvsek</td>
<td>201</td>
</tr>
<tr>
<td>Elizabeth Marshall</td>
<td>301</td>
</tr>
<tr>
<td>David + Donna Ritchie</td>
<td>401</td>
</tr>
<tr>
<td>Linda Conway</td>
<td>101</td>
</tr>
<tr>
<td>Dianne Martin</td>
<td>413</td>
</tr>
<tr>
<td>John Mackie</td>
<td>413</td>
</tr>
<tr>
<td>Nancy Fletcher</td>
<td>404</td>
</tr>
<tr>
<td>Leona C. Thornton</td>
<td>104</td>
</tr>
<tr>
<td>Graham Collier</td>
<td>410</td>
</tr>
<tr>
<td>Leona Silvanik</td>
<td>113</td>
</tr>
<tr>
<td>Marjorie + Merlin Murton</td>
<td>404</td>
</tr>
<tr>
<td>David + Joyce Brown</td>
<td>207</td>
</tr>
<tr>
<td>Kevin Lorenz</td>
<td>310</td>
</tr>
<tr>
<td>Graham Watt / Angela Sepkola</td>
<td>202</td>
</tr>
<tr>
<td>Sharon Kennedy</td>
<td>103</td>
</tr>
<tr>
<td>Mary Sivan</td>
<td>304</td>
</tr>
<tr>
<td>Janet Heaps</td>
<td>312</td>
</tr>
<tr>
<td>Christa Kessler Jones</td>
<td>208</td>
</tr>
<tr>
<td>Maria Blank</td>
<td>403</td>
</tr>
</tbody>
</table>
Hello,
I am a resident of Abbott St, near the proposed variance permit to allow for driveway access from 175 Abbott St.

I am not in favour of a driveway access in this location as it is a sloped and dangerous intersection currently. A new access would create even more of a hazardous intersection.

I am, however, in favour of increased density in this area.

Regards,

Evelyn

Evelyn Riechert, MCIP, RPP

Virus-free. www.avg.com
Sent from my iPad  
Permit PL2021-8939

I live at 202 Vanhorne street and I really don’t want to see more duplexes in this area. I have lived in this location since 1985 I am in favour of homes and coach houses not duplexes. I have endured the noise and dust from this development for the last 2 years we have not been able to enjoy our yard .we are constantly enduring construction and house rattling . The parking on Westminster is there but not marking or notice .

Thank you Victoria Kryzanowski  
202 Vanhorne street
To the City Council of the City of Penticton

Sept 6, 2021

lot 10, 175 Abbott St

Regarding the current request from owner of lot 10, 175 Abbott Street allowing for direct access to Abbott Street, for a duplex, contrary to the RD3 Zoned regulation. The zoning for this property is specific, RD3

10.12.3(2) **In the case of duplex development, where a rear lane is provided, vehicular access must be from the rear lane.**

The recent application and approval of this development allowing the subdivision, considered many different concerns through that process. One concern that direct street access would create safety issues for pedestrian and vehicular traffic, as this property is at the steep decent of Abbott St and the intersection of Westminster Ave E.

The vehicular traffic on Westminster Ave and Abbott Street increased dramatically since recent residential and commercial developments, as these two roads are used for residents accessing Vancouver Ave and Ellis Street, as well those who access the commercial pubs on Ellis. Both residents and commercial clients are expanding their parking needs up Westminster E and Abbott Street, using the public road to park at all hours.

My opinion is that the developer who created the subdivision for this lot, and City of Penticton planning who approved the RD3 zoned subdivision considered the topographical layout with safety concerns of accessing Abbott Street when approving the layout of the subdivision lot accessed from the newly created laneway.

The developer would have also known the economic (market) value of the lots being created based on the zoning and regulated use of it. For an approval from the City of Penticton allowing the owner to access direct parking or driveway to Abbott St contrary to the regulated use of this property, is doing two things. One increasing the economic use of the land (adding value), and by doing so is creating a safety issue that did not exist when the City of Penticton approved the subdivision. In summary, the benefit of the individual should not out-way that of the Public you serve.

It is being requested that the City of Penticton confirm the regulated and approved use of the property, and prohibit the property direct access to Abbott Street to maintain the safety and public use of Abbott Street. The neighbourhood should not lose, when a new development proposal was approved, after the fact. They have back lane access, created for this development and approved as per regulations.

Carolyn Kidd, Long-time property owner/tax payer in Penticton
#409, 130 Abbott Street  Penticton BC
Dear Sir,

The Development Permit for Varacini,

LP 2021-893

I am writing to your City Council to object to a
Varacini on the property which has not been constructed
at Westminster Ave, Van Horne & Abbott St. The
Developer’s plan shows a Narrow Access Road from West-
minster Ave, two apartments with driveways from Van Hor-
ne and Abbott St. will spoil the appearance of this project.

 Parkway to the street will attract landscape
will fit in with this Neighbourhood.

There are many multi family housing units in the
Area and abundance of Traffic already on
Abbott St 100 block. We see Many Pedestrians,
Cyclists, and Many motor Vehicles such as
Trucks, buses, and cars. We have two steep
Areas — the Corner of Westminster Ave very poor
Ight lines. Hard for Pedestrians to see on
Coming Traffic when Crossing street.

We hope that sidewalks will allow walkway to
exit their lots safely from the development on
Abbott & Van Horne.

Please deny this Varacini as proposal and
and respect the Zoning currently in place for 11
lots. The Regulations are in the best
interest of this Neighbourhood.

Yours Truly

[Signature]
Sir,

The development variance permit P.21-8939.

We are writing to oppose a variance at 182 Van Horne St and at 175 Abbott St. that would allow access driveways to these streets. As part of the housing development "Guernsey Lane", the current plan has access to these properties from Westminster, for which the developer received a variance last year.

Driveways to the street will change the concept considerably. To fit in with this neighborhood, we would expect streetside attractive landscaping and pathways from each home to allow walkers to exit safely to a sidewalk.

On Abbott Street daily we see many folks walking to maintain a healthy lifestyle, cyclists and much motor traffic; cars, buses, trucks. The entire area west of Ellis St is busy with considerable densification of housing. The Abbott St and Westminster Ave corner has "Poor sight lines due to steepness."

The current plan for "Guernsey Lane" has been accepted with access for vehicles from Westminster. Having access driveways to the Van Horne and Abbott Street is a detriment to the plan.

We urge the Council to deny this development variance permit 2021-8939 and uphold the zoning regulations.

Yours truly,

Marjorie Murton
Merlin Murton

#404 Abbott Place
Staff Recommendation

THAT Council, under the authority provided in section 73 of the Community Charter, declare the carriage house at 989 Kilwinning Street to be a hazardous condition as the structure is in contravention of City bylaws and potentially jeopardizes the health and safety of occupants and neighbouring properties;

AND THAT Council impose remedial actions and require the owners of 989 Kilwinning Street to do the following:
   a. Obtain and complete a demolition permit to have the carriage house demolished; or
   b. Obtain and complete an interior alterations building permit to return the carriage house to its original use as a detached garage;

AND THAT Council set the time limit for completion of the required action as no later than 4:30 p.m. on January 31, 2022;

AND THAT Council, under the authority provided in section 17 of the Community Charter, direct staff to take appropriate actions if the owners fail to take the required actions on or before the date specified and recover all costs incurred by the City to bring the property into compliance at the expense of the owners by adding to the property taxes in accordance with section 258 of the Community Charter;

AND THAT a written request for reconsideration by Council may be received on or before 4:30 p.m. on September 28, 2021.

Executive Summary

This report recommends that, pursuant to section 72 of the Community Charter, remedial actions requirements be imposed on the Property for failure to comply with the Building Bylaw No. 2021-21, and the British Columbia Building Code, contraventions which are again related to the illegal carriage house on the Property.

Strategic priority objective
**Community Safety:** The City of Penticton will support a safe, secure and healthy community.

**Background**

On April 14, 2020, a complaint regarding construction activity initiated a site investigation by staff, which revealed that works associated to converting and expanding an existing accessory building into a carriage house had taken place without benefit of Development and Building Permits. Staff were able to verify interior works that took place via social media postings by the owner. Attachment A – photos of construction.

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

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

Attached to this Council Report is a Chronology of Events (Attachment B) that demonstrates that the Property has caused a significant enforcement history and consumption of the resources for the City. In addition, the letter dated June 22, 2021, which provided the owners with further options for compliance with the City’s Bylaws due to Council’s decision to deny the “Development Variance Permit PL2021-8995”, has been attached (Attachment C).

The preparation of this report and recommendations are the final stages of escalating enforcement action in accordance with Council’s Building Compliance Policy (Resolution No. 437/2018), so to ensure compliance through requesting Council impose remedial action requirements through section 73 (Hazardous Conditions) of the Community Charter. To date there has been no further correspondence suggesting the owner’s intention to bring the situation into conformance or any permit application(s) made.

**Council Authority**

As outlined in part 2, division 1 of the Community Charter, local governments have the authority to regulate construction. In the City of Penticton, the power to regulate construction is exercised through Building Bylaw No. 2021-21. The unpermitted construction of the carriage house at the Property falls under Building Bylaw No. 2021-21

From the authority granted section 72 the Community Charter, it is appropriate for Council to consider a resolution to impose remedial action for the unpermitted construction of the carriage house. Under sections 77 and 78 of the Community Charter, Council can resolve to impose remedial action but must provide notice to the owner(s) and provide for request of reconsideration of the remedial action requirements.

**Financial implications**

If the owners fail to complete the required action requirements within the time set by the Council resolution, section 17(1) of the Community Charter allows a municipality to recover the costs incurred as a debt. The City will collect the amount incurred from the owners in the same manner and remedies as property taxes. Therefore, the taxes are deemed in arrears, if unpaid. Furthermore, the unpaid taxes would constitute a charge on the land and priority over any other claim, lien, privilege or encumbrance of any person (except the Crown).
The 2021 BC Assessment provides that the land is valued at $255,000 and the Building is valued at $214,000 for a total value of $469,000. Should it be necessary for the City to act on the remedial action requirements, sufficient equity in the Property exists for the recovery of the City’s incurred expenses.

Analysis

At the time of this report, the Property remains in non-compliance with the City’s Building Bylaw No. 2021-21 and the British Columbia Building Code, because of the illegal carriage house on the Property. Due to current enforcement efforts having not brought the Property into a safe and compliant situation, staff are recommending the imposition of remedial action requirements on the Property. In addition, staff would like Council to consider the following information when considering this action:

- The potential safety risks (hazardous condition) related to occupants, emergency responders and to neighbouring properties for works completed without permits;
  - Potential hazards:
    - Footings: improper footing support could lead to settlement resulting in failure of the framing structure and or building envelope,
    - Framing: improper installation could lead to failure of structure impacting occupants thru collapse from imposed dead/live loads or deformation of structure leading to failure of plumbing systems and roof/wall envelope.
    - Building Envelope: improperly installed thermal, air/vapour barriers, and exterior finishes could lead to premature failure of building envelope resulting in development of health risks (mold),
    - Spatial Limitation (Proximity of Building to Property Line): close proximity of building and openings are a risk of fire spread to adjacent property owners,
    - Radon protection: Lack of radon provisions could expose occupants to significant health concerns including lung cancer,
    - Mechanical Systems (Plumbing, Electrical, Ventilation, and Heating): improper installation could lead to exposure of health concerns to occupants.

- The potential for legal claims as a result of injury or damage to property if the City did not choose to enforce;
- The reputation of not enforcing bylaws to ensure compliance with City and Provincial health and safety regulations;
- Chronology of Events that details staffs continuing efforts to have the owners bring the illegal carriage house into compliance (Attachment A).

Should the works not be brought into compliance by January 31, 2022, staff will also assess further enforcement action, such as the posting of a Do Not Occupy Notice or seeking an injunction in the Supreme Court of British Columbia. Section 14.55 of the Building Bylaw No. 2021-21 enables a building official to post a Do Not Occupy Notice on the affected part of the building. The City is empowered through section 274 of the Community Charter to enforce its Bylaws by the way of an injunction.

Conclusion

Regardless of the sustained efforts by staff to have the owners bring the illegal carriage house into compliance, the Property at 989 Kilwinning Street continues to be in serious violation of the City’s Building Bylaw No. 2021-21 and the British Columbia Building Code. During staff’s involvement with this Property, staff have adhered to Council’s approved Building Compliance Policy, as well as section 72 of the Community Charter. Therefore, this report recommends that Council consider remedial action requirements be imposed on the Property. As required by the Community Charter, staff will notify the registered owners of Council’s consideration and set a date for appeal of the decision no later than the October 19th, 2021 Regular Council meeting.
Attachments

Attachment B - Chronology of Events
Attachment C – Letter dated June 22, 2021

Respectfully submitted,

Ken Kunka AScT, RBO
Building and Permitting Manager

Concurrence

<table>
<thead>
<tr>
<th>Director of Development Services</th>
<th>Chief Administrative Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL</td>
<td>DvD</td>
</tr>
</tbody>
</table>
Attachment A – Photos
Construction Activity – Social Media Postings (2019)

Owner’s Social media posting

Framing over existing garage slab and door (overhead door remains in place) – New Electrical works
Attachment A – Photos
Construction Activity – Social Media Postings (2019)

Framing – Plumbing – Electrical - Insulation

Kitchen (cooking facility) and bathroom
## Attachment B – Chronology of Events

### Chronology of Events

989 Kilwinning Street

<table>
<thead>
<tr>
<th>Date of Documentation</th>
<th>Description</th>
<th>Associated Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 7, 2021</td>
<td>Staff received an e-mail from the owners who claimed that legal counsel had been retained to commence an action against the City. There has been no further communication from the owner regarding remedial works to see compliance.</td>
<td></td>
</tr>
<tr>
<td>June 22, 2021</td>
<td>Staff sent a letter and e-mail to the owners regarding the outcome of Council’s denial of the “Development Variance Permit PL2021-8995”.</td>
<td>Attachment C</td>
</tr>
<tr>
<td>June 15, 2021</td>
<td>Council unanimously decided to deny “Development Variance Permit PL2021-8995”</td>
<td></td>
</tr>
<tr>
<td>April 30, 2021</td>
<td>Comments from the Technical Planning Committee (TPC) were sent to the owners.</td>
<td></td>
</tr>
<tr>
<td>April 14, 2021</td>
<td>Staff withdrew the Property from going before Council to be considered for a Notice on Title and the imposition of remedial action requirements.</td>
<td></td>
</tr>
<tr>
<td>April 13, 2021</td>
<td>Owner submitted outstanding documents to complete the Development Variance Permit application.</td>
<td></td>
</tr>
<tr>
<td>April 1, 2021</td>
<td>Letter sent to the owners that stated that Council would consider placing a Notice on Title and imposing remedial action requirements on the property.</td>
<td></td>
</tr>
<tr>
<td>February 5, 2021</td>
<td>Staff informed the owner that a Development Variance Permit was required, in addition to the Development Permit, for the carriage house, and requested a decision on the application by February 12, 2021.</td>
<td></td>
</tr>
<tr>
<td>January 29, 2021</td>
<td>Staff informed the owner that the items from the TPC must be completed by February 5, 2021, or the application would be cancelled, and a Notice on Title sought by staff.</td>
<td></td>
</tr>
<tr>
<td>January 13, 2021</td>
<td>Staff provided an extension to the owner to January 23, 2021 to satisfy the items from the TPC.</td>
<td></td>
</tr>
<tr>
<td>December 16, 2020</td>
<td>Staff provided an extension to the owners to January 13, 2020 to satisfy items from the TPC.</td>
<td></td>
</tr>
<tr>
<td>December 1, 2020</td>
<td>Comments from the TPC were sent to the owner.</td>
<td></td>
</tr>
<tr>
<td>November 9, 2020</td>
<td>Staff contacted the owner regarding the lack of payment for the application, and later received payment.</td>
<td></td>
</tr>
<tr>
<td>October 13, 2020</td>
<td>Owner submitted a complete Development Permit application, but not payment.</td>
<td></td>
</tr>
<tr>
<td>September 28, 2020</td>
<td>Owner met with staff and submitted an incomplete Development Permit application.</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>September 23, 2020</td>
<td>Owner claimed that the permit application would be ready by September 24, 2020.</td>
<td></td>
</tr>
<tr>
<td>August 20, 2020</td>
<td>Staff provided the owner with an extension for permit application to September 21, 2020.</td>
<td></td>
</tr>
<tr>
<td>July 28, 2020</td>
<td>Owner informed staff that the owners intended to retain the carriage house through a Development Permit.</td>
<td></td>
</tr>
<tr>
<td>July 22, 2020</td>
<td>Staff sent a letter and e-mail to the owners regarding the inspection on June 25, 2020.</td>
<td></td>
</tr>
<tr>
<td>June 25, 2020</td>
<td>Staff and Bylaw Services attended to the property and identified an illegal carriage house.</td>
<td></td>
</tr>
<tr>
<td>June 5, 2020</td>
<td>Staff sent a letter to the owners demanding an inspection on June 25, 2020.</td>
<td></td>
</tr>
<tr>
<td>April 15, 2020</td>
<td>Staff sent a letter to the owners requesting an inspection of the carriage house.</td>
<td></td>
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<tr>
<td>April 15, 2020</td>
<td>Staff found evidence on Facebook of the unpermitted construction of a carriage house.</td>
<td></td>
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<tr>
<td>April 15, 2020</td>
<td>Staff attended to the property and the owner claimed that no construction was occurring.</td>
<td></td>
</tr>
<tr>
<td>April 14, 2020</td>
<td>The City received a complaint regarding the construction of a carriage house.</td>
<td></td>
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</tbody>
</table>
June 22, 2021

Dear Owners,

Re: Illegal Carriage House – 989 Kilwinning Street – LT 60, DL 249 SDYD, Plan 1159

Please be advised that this letter is a result of Council’s decision on June 15, 2021 to deny “Development Variance Permit PL2021-8995” for your property, 989 Kilwinning Street. As the Development Variance Permit was denied, the illegal carriage house must be now be decommissioned and the property brought into compliance, with both the Zoning Bylaw No. 2021-01 and Building Bylaw No. 2021-21, through permit application. Section 7.1 of the Building Bylaw No. 2021-21 provides the following:

“A person must not commence or continue any construction, alteration, excavation, reconstruction, demolition, removal, relocation or change the use or occupancy of any building or structure, including other work related to construction
   (a) except in conformity with the requirements of the Building Code and this bylaw; and
   (b) unless a building official has issued a valid and subsisting permit for the work under this bylaw.”

In order to bring the illegal carriage house into compliance, we request that you select one of the following options listed below.

Illegal Carriage House
As you are aware, the City’s records do not indicate that permits were issued for the demolition and subsequent reconstruction of the detached garage in 2012, and then the conversion of the detached garage into a carriage house in 2019. Since it was determined, through the provided site plan, that the illegal carriage house is located 0.7m from the interior side yard (north) and 0m from the rear yard (lane), the structure remains in non-compliance with the British Columbia Building Code and the Zoning Bylaw No. 2021-01.
Options to meet City of Penticton Regulations:

1) **Demolish the Illegal Carriage House.**
   As a portion of the illegal carriage house predates 1991, a hazard assessment will be required as part of the demolition permit. Should this option be selected, you may construct a new building that meets the regulations of the Zoning Bylaw No. 2021-01, after the successful completion of the demolition permit. If you do wish to demolish the illegal carriage house, then please submit a demolition permit application along with the following documentation:
   a) Site plan that has the structure’s location circled
   b) Site Profile Waiver
   c) Application fee.

2) **Decommission the Illegal Carriage House, so that the Resulting Structure is a Detached Garage.**
   If you wish to decommission the illegal carriage house and convert the structure into a detached garage, please submit an accessory building permit application along with the following documentation:
   a) Site plan, which illustrates a ‘bird’s-eye view’ of the entire property, and also includes the following:
      i) Site coverage
      ii) Approximate area of the lot
      iii) Area of all structures on the property
      iv) Distances between the detached garage and existing structures
      v) Distances between the detached garage and the setbacks from the property lines.
   b) Scaled drawings of the floor layout (i.e. construction plans) that illustrate the existing layout, and also include the following:
      i) Size of foot print.
      ii) Lumber used and spacing.
   c) One cross-section drawings that includes the following:
      i) Height of the detached garage
      ii) Distance from grade to framing (Please consider that any lumber within 6 in. to grade is required to be pressure treated)
      iii) Foundation design.
   d) Elevation drawings that include window locations.
   e) Confirmation of Plumbing and Electrical safety compliance from a certified tradesperson.
3) Decommission the Illegal Carriage House, so that the Resulting Structure is an Accessory Building.
If you wish to decommission the illegal carriage house and convert the structure into an accessory building, please submit an accessory building permit application along with the following documentation:

a) Site plan, which illustrates a ‘bird’s-eye view’ of the entire property, and also includes the following:
   i) Site coverage
   ii) Approximate area of the lot
   iii) Area of all structures on the property
   iv) Distances between the accessory building and existing structures
   v) Distances between the accessory building and the setbacks from the property lines.

b) Scaled drawings of the floor layout (i.e. construction plans) that illustrate the existing layout, and also include the following:
   i) Size of foot print.
   ii) Lumber used and spacing.

c) One cross-section drawings that includes the following:
   i) Height of the accessory building
   ii) Distance from grade to framing (Please consider that any lumber within 6 in. to grade is required to be pressure treated)
   iii) Foundation design.

d) Elevation drawings that include window locations.

e) Confirmation of Plumbing and Electrical safety compliance from a certified tradesperson.

The Building and Licensing Department still intends to work with you through the permit process to obtain compliance, if you wish to either demolish the carriage house or decommission the carriage house and convert the resulting structure. Our main goal continues to be ensuring the safety of the occupants as well as the protection of surrounding properties.

Failure to select an option, complete an application for the corresponding permit, and arrange for an application meeting by **July 9, 2021** will result in legal action, which includes fines of up to $450.00 for every 24 hours that the property remains in non-compliance. Fines will be issued pursuant to either the **Building Bylaw No. 2021-21** or the **Zoning Bylaw No. 2021-01**. Through section 57 and section 72 of the **Community Charter**, staff may also seek that Council direct a Notice against the Title of the property be filed and that remedial action requirements be imposed for the property, respectively. Please be aware that a Notice on the Tax Certificate has been posted for Bylaw infractions and will remain until compliance is obtained.
The City of Penticton trusts that you will take corrective measures in response to this letter. You may contact me directly at [Redacted] or by e-mail at [Redacted]. Office hours are Monday through Friday from 8:30 AM to 4:30 PM.

We thank you in advance for your cooperation.

ORIGINAL SIGNED BY [Redacted]

[Redacted]

City of Penticton
Date: September 7, 2021
To: Donny van Dyk, Chief Administrative Officer
From: Steven Collyer, Planner II
Address: 160 Sendero Crescent

Subject: Development Variance Permit PL2021-9081

Staff Recommendation

THAT Council approve “Development Variance Permit PL2021-9081” for Lot 63 District Lot 2710 Similkameen Division Yale District Plan EPP72278, located at 160 Sendero Crescent, a permit to vary Section 5.4.2.1 of Zoning Bylaw 2021-01 to increase the maximum height of a retaining wall located within a required yard from 1.2m to 2.4m above approved grade;

AND THAT Council direct staff to issue the permit.

Strategic Priority Objective

Community Vitality: The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

Proposal

The applicant is proposing to construct a new retaining wall in the rear yard of the subject property in order to facilitate the construction of an in-ground pool. The proposed wall will range in height from 0.3m to a maximum of 2.4m at the southeast corner of the property. Sections of the proposed wall will exceed the maximum permitted 1.2m height outlined in the Zoning Bylaw, and as a result this Development Variance Permit application has come forward.

Background

The subject property is located on Sendero Crescent in the Sendero Canyon neighbourhood (Figure 1). The property is located in a residential area, primarily consisting of single detached dwellings. A single detached dwelling with a secondary suite is currently under construction on the subject property (Attachment ‘C’). Adjacent to the

Figure 1 - Property location map
east and south of the subject property is a public walkway and staircase into the Sendero ravine parklands, owned by the City and zoned P2 (Parks and Recreation) in the Zoning Bylaw (Attachment ‘A’).

Technical Review

This application was reviewed by the Technical Planning Committee. The proposed retaining wall requires a building permit prior to construction, to ensure long term structural stability. Building permit requirements have been provided to the applicant and will be addressed as part of the building permit process. The applicant has hired an engineer to advise on the future construction of the retaining wall.

Analysis

When considering a variance to a City bylaw, staff encourages Council to consider if approval of the variance would cause a negative impact on neighbouring properties and if the variance request is reasonable. The applicant is requesting to increase the height of a retaining wall within a required yard from 1.2m to 2.4m.

Staff have reviewed the application and are recommending approval based on the following:

1. The two neighbours most impacted by the variance request and higher retaining wall have provided letters of support.

   The applicant has submitted two letters of support from affected neighbours (Figure 2). Staff and Council consider potential negative impacts when reviewing a variance request, and these letters of support indicate that negative impacts to neighbours are not anticipated.

2. The rear yard is adjacent to a walking path and is physically separated from the properties further south.

   As shown in the site photos (Attachment ‘C’) there is a substantial separation between the subject property and neighbours to the south and east. The properties on Holden Road are set high above the gulley in between Holden Road and Sendero Crescent. A walking path and open area provide increased separation between the subject property and the neighbour immediately east. This physical distance reduces the likelihood of impact on rear neighbours, as there is no neighbour immediately behind the subject property.

3. The maximum requested height is at one corner of the proposed retaining wall.

   The retaining wall plans show the maximum height at one corner of the retaining wall. The remainder of the wall reduces in height towards away from this southeast corner. A stepped retaining wall is not possible in this location as a result of the location of the proposed in-ground pool.
Based on the analysis above, staff consider the request to increase the maximum height of a retaining wall within a required yard from 1.2m to 2.4m is reasonable in this instance. As such, staff are recommending that Council approve the Development Variance Permit and that Council direct staff to issue the permit.

**Alternate Recommendations**

Council may consider the requested variance unreasonable in this instance, and require the applicant to revise their plans in order to design a retaining wall which meets the Zoning Bylaw regulations. Staff are recommending against this option, as in staff’s opinion the proposed retaining wall will enable the completion of the development and the neighbours immediately affected have submitted letters of support for the requested variance.

1. THAT Council deny “Development Variance Permit PL2021-9081”.

**Attachments**

Attachment A – Zoning Map  
Attachment B – Official Community Plan Map  
Attachment C – Photos of Subject Property  
Attachment D – Letter of Intent  
Attachment E – Letters of Support  
Attachment F – Draft Development Variance Permit PL2021-9081

Respectfully submitted,

Steven Collyer, RPP, MCP  
Planner II

Concurrence

<table>
<thead>
<tr>
<th>Director</th>
<th>Chief Administrative Officer</th>
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<tbody>
<tr>
<td><strong>BL</strong></td>
<td><strong>DvD</strong></td>
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</tbody>
</table>
Attachment B – Official Community Plan Map
Attachment C – Photos of Subject Property

162 Sendero Cres

Subject Property: 160 Sendero Cres

158 Sendero Cres

Sendero Cres

Subject Property: 160 Sendero Cres

Proposed retaining wall
Memo

To: City of Penticton
From: Martin Lemoine
CC: ES
Date: July 2-21

Re: Lot 63 PH3 or 160 Sendero Cres. DVP letter of Intent

The clients of this home are wanting to add a pool in their rear yard. As the rear yard slopes downwards to the Parks path they would like to level out a section of the yard to level out an area for the pool & patio. We would need a retaining wall the full width of the lot & making it parallel to the home as well as some wall returning North on each side. The retaining wall would be in the 2 side set backs & the rear set back. The Basalite Block wall would be at it’s tallest at 2.4m at the SE corner then reducing height from there. The blocks being used is the same as other blocks used in some of the neighboring lots.

The lot at 162 Sendero Cres is set slightly back from the rear of this 160 Sendero Cres. The 162 Sendero Cres is approximately 2.5m higher between each of their rear yards. 162 Sendero Cres is lightly impacted as their views looking SW would look over this 160 Sendero Cres. Yard. There is also a 10m wide Parks Path between the 2 properties further helping the impact. The side retaining wall on the East side facing this property is well away from their property & well below their own back yard elevation.

The lot at 158 Sendero Cres. Is also lightly impacted as the orientation of this lot & home is very much a SW direction. It is in a very favorable location. The side retaining wall on the West side facing this property will be approx. 1.2m tall running down to 0m.

The rear property line along the parks land at the rear of this 160 Sendero Property will have the retaining wall facing this Parks land & parks path. The wall is also in keeping with some other walls done across to the other side of this Parks Land. All in keeping with one side to the other.
Hello Neighbours!

Re: 160 Sendero Crescent

As you know our home is a coming up to completion at the end of the summer. We are super excited to move in, get settled and begin to get to know our new community of people.

We have been making plans to put in an inground pool. We have plenty of space within/on our property to accommodate the pool and retaining wall, but in doing so, still requires us to have a Variance Permit from the COP (City of Penticton) for the necessary retaining wall.

We wanted to ask you if you are ok with us putting in this retaining wall for the purpose of putting in the pool?

If you are good with us proceeding with this, would you mind just signing below and we could forward it to the City. We would appreciate it so much. You can text me if/when you complete it, and I can swing by to pick it up.

Thanks so much,

Ron and Tara Leigh Crooker
160 Sendero Crescent

Name: Matt and Danielle Fecile

Address: 158 Sendero Cres, Penticton BC

Contact Phone: [Redacted]

Scanned with CamScanner
Hello Neighbours!

Re: 160 Sendero Crescent

As you know our home is coming up to completion at the end of the summer. We are super excited to move in, get settled and begin to get to know our new community of people.

We have been making plans to put in an inground pool. We have plenty of space within/on our property to accommodate the pool and retaining wall, but in doing so, still requires us to have a Variance Permit from the COP (City of Penticton) for the necessary retaining wall.

We wanted to ask you if you are ok with us putting in this retaining wall for the purpose of putting in the pool?

If you are good with us proceeding with this, would you mind just signing below and we could forward it to the City. We would appreciate it so much. You can text me if/when you complete it, and I can swing by to pick it up.

Thanks so much,

Ron and Tara Leigh Crooker
160 Sendero Crescent

Name:

Address: 162 Sendero Cres. Penticton BC V2A0C3

Contact Phone: [Redacted]
Development Variance Permit

Permit Number: DVP PL2021-9081

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 63 District Lot 2710 Similkameen Division Yale District Plan EPP72278
   Civic: 160 Sendero Crescent
   PID: 030-203-058

3. This permit has been issued in accordance with Section 498 of the Local Government Act, to vary the following sections of Zoning Bylaw 2021-01 to allow for the construction of a retaining wall, as shown in the plans attached in Schedule ‘A’:

   a. Section 5.4.2.1: to increase the maximum height of a retaining wall located within a required yard from 1.2m to 2.4m above approved grade.

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 ___________, 2021.

Issued this ____ day of ___________, 2021.

__________________________

Angela Collison
Corporate Officer
Council Report

Date: September 7, 2021  
To: Donny van Dyk, Chief Administrative Officer  
From: Steven Collyer, Planner II  
Address: 649 Burns Street  

Subject: Zoning Amendment Bylaw No. 2021-30

---

**Staff Recommendation**

THAT Council give first reading to “Zoning Amendment Bylaw No. 2021-30”, a bylaw to rezone the north 9.14 m portion of Common Property District Lot 202 Similkameen Division Yale District Strata Plan K654, located at 649 Burns Street, from ‘RM2 Low Density Multiple Housing’ zone to ‘RD2 Duplex Housing: Lane’ zone, to facilitate a two-lot subdivision and future development of one duplex building;

AND THAT Council forward “Zoning Amendment Bylaw No. 2021-30” to the September 21, 2021 Public Hearing.

**Strategic Priority Objective**

**Community Vitality:** The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

**Proposal**

The applicant is proposing to subdivide the subject property into two lots and build one duplex on the vacant lot. In order to facilitate the proposed subdivision and duplex development, a rezoning application has been received to change the zoning on the portion of the property to be subdivided from ‘RM2 Low Density Multiple Housing’ zone to ‘RD2 Duplex Housing: Lane’ zone. Should the rezoning be adopted by Council, a subdivision application is required to legally divide the subject property into two parcels. After the proposed lot is registered, a staff-issuable development permit is required for approval of the form and character of the proposed duplex.
Background

The subject property is located on the west side of Burns Street, north of Eckhardt Avenue East (Figure 1). The property was rezoned for a multifamily development in 1986 and contains a fourplex strata development, which was constructed in 1987. The surrounding neighbourhood is residential in nature, consisting of a mix of single detached dwellings, duplexes, and ground oriented multifamily developments. The subject property provides parking for eight (8) vehicles on the north side of the fourplex.

The subject property is currently zoned RM2 Low Density Multiple Housing and is designated Infill Residential by the Official Community Plan (OCP).

The current application before Council is to rezone the subject property, and should the rezoning be adopted the applicant is planning to subdivide the property into two lots. Subdivisions involve many technical requirements which will require time for the applicants to complete. As a result of the required subdivision, the new lot may not be registered for some time. As a result of this, the development permit application for the proposed duplex will be submitted at a later date. In the meantime, the applicant has submitted a draft version of the plans for Council’s consideration (Attachment ‘F’).

Financial Implication

The applicant is responsible for all associated development costs, including any service upgrades, frontage upgrades and development cost charges. The applicant will be required to provide new service connections to the proposed lot and cover the costs of removing the existing driveway letdown onto Burns Street.

Technical Review

This application was reviewed by the Technical Planning Committee, a group of internal staff from various City departments who review planning applications. The committee required a revised parking configuration for the remainder lot to ensure that adequate parking remains on site for the existing development, and a designated location for a new garbage/recycling storage area. Future servicing upgrades and required works at the subdivision stage were provided to the applicant. The committee will perform a detailed review of the development permit plans after registration of the subdivision.

Development Statistics

The following table outlines how the proposed development meets the applicable zoning regulations:

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<thead>
<tr>
<th></th>
<th>RD2 Zone Requirement</th>
<th>Provided on Plans</th>
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<tbody>
<tr>
<td>Minimum Lot Width:</td>
<td>9.1 m</td>
<td>9.14 m</td>
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<tr>
<td>Minimum Lot Area:</td>
<td>275 m²</td>
<td>278.6 m²</td>
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<tr>
<td>Maximum Lot Coverage:</td>
<td>40%</td>
<td>Zoning compliance will be confirmed</td>
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<td>once development permit application has</td>
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<td>been submitted. The applicant has</td>
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<td>demonstrated a proposed duplex can be</td>
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<td></td>
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<td>accommodated on the proposed lot. If a</td>
</tr>
<tr>
<td>Maximum Density:</td>
<td>0.95 Floor Area Ratio (FAR)</td>
<td></td>
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<tr>
<td>Vehicle Parking:</td>
<td>1 parking space per dwelling unit</td>
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<tr>
<td>Required Setbacks</td>
<td></td>
<td></td>
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<tr>
<td>Front Yard (Burns St):</td>
<td>4.5 m</td>
<td></td>
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<tr>
<td>Side Yard (north):</td>
<td>1.5 m</td>
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<tr>
<td>Side Yard (south):</td>
<td>1.5 m</td>
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Rear Yard (lane): 6.0 m requested in the future, it will be 
Maximum Building Height 10.5 m decided on by Council.

Analysis

The OCP designation for the property is ‘Infill Residential’. This land use designation supports lower-height residential areas with new housing types compatible with existing single detached houses in character and scale but providing more units per lot. The proposed rezoning to facilitate the construction of one duplex on the proposed lot results in a housing form consistent with the uses envisioned in the Infill Residential land use designation, and the uses already present in the surrounding neighbourhood.

Staff consider that the proposed rezoning and development conforms to the following OCP Policies:

**Policy 4.1.1** Focus new residential development in or adjacent to existing developed areas.
- The property is located in an existing developed neighbourhood with municipal services.

**Policy 4.1.4** Ensure all new developments fully cover the cost of the required infrastructure and services they require, including roads, water, sewer, storm water, and provision of parks, schools, and emergency services.
- The owner will pay Development Cost Charges (DCC’s) for the new lot at the subdivision stage. DCC’s assist with offsetting the additional demands on municipal services from new development. The developer is responsible to cover development costs, including any infrastructure upgrades.

**Policy 4.1.3.1** Encourage more intensive “infill” residential development in areas close to the Downtown, to employment, services and shopping, through zoning amendments for housing types compatible with existing neighbourhood character, with form and character guided by Development Permit Area Guidelines.
- There are many duplexes on this block of Burns Street. The proposed development would be consistent with this existing built form on the street. The OCP requires that a Development Permit be issued prior to any intensive residential development, which includes duplexes. This ensures the Development Permit Area Guidelines are met.

**Policy 4.1.3.4** Encourage developments that include one-bedroom and two-bedroom units in suitable neighbourhoods to enable people to downsize as they age and to provide entry-level housing for those people entering the housing market. At the same time, provide 3-bedroom units, or larger, to accommodate families.
- The proposed duplex will provide additional residential units to accommodate a range of potential occupants. Preliminary plans show 3-bedrooms in each duplex unit (Attachment ‘F”).

**Policy 4.1.3.5** Ensure through the use of zoning that more-intensive forms of residential development are located close to transit and amenities, such as parks, schools and shopping.
- The subject property is located in a high amenity area close to schools, trails, parks, shopping, services, and active transportation routes.
Policy 4.1.4.1 Work with the development community – architects, designers and builders – to create new residential developments that are attractive, high-quality, energy efficient, appropriately scaled and respectful of their context.

- Staff will continue to work with the developer to ensure the final design of the development meets the applicable Development Permit Area guidelines, should the rezoning be adopted and the subdivision completed.

Policy 4.1.5.1 Recognize that some traditionally single-family neighbourhoods will see intensification as the city grows, but ensure that new forms of residential development are compatible with the neighbourhood in scale and design, and are appropriately located (e.g., greater density closer to collector roads, services and amenities).

- This neighbourhood has several duplexes and small-scale multifamily developments. The proposed lot is where the existing parking is for the fourplex, and the parking will be relocated to the rear of the existing building. Subdivision and development on this portion of the lot improves the streetscape and removes an existing driveway letdown, which provides more landscaped area along the public realm.

Staff consider that the application proposes an appropriately scaled development in an area of the community that has been identified for infill development by the OCP. The applicant has demonstrated that duplex development can be accommodated on the proposed lot without the need for any variances to the applicable Zoning Bylaw regulations.

Given that there is adequate policy through the OCP to support the rezoning and future development, staff recommend Council give first reading to “Zoning Amendment Bylaw No. 2021-30” and forward it to the September 21, 2021 Public Hearing.

Alternate Recommendations

Council may consider the proposed rezoning to facilitate future subdivision and duplex development is not appropriate on the subject property. If this is the case, Council should deny first reading of the Zoning Amendment Bylaw. Staff are recommending against this option, as the proposed rezoning is consistent with the OCP.

1. THAT Council deny first reading of “Zoning Amendment Bylaw No. 2021-30”.

Attachments

Attachment A – Zoning Map
Attachment B – Official Community Plan Map
Attachment C – Photos of Property
Attachment D – Letter of Intent
Attachment E – Site Plan
Attachment F – Draft Duplex Plans

Respectfully submitted,
Steven Collyer, RPP, MCIP
Planner II

Concurrence

<table>
<thead>
<tr>
<th>Director of Development Services</th>
<th>Chief Administrative Officer</th>
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<td>\textit{DyD}</td>
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</table>
June 28, 2021

Attention Mayor and Council.

Re: 649 Burns street

The property located at 649 Burns street in Penticton BC, is currently zoned RM2 and consists of a stacked fourplex with a parking lot on the north side of the building. Our intent is to rezone to RD2- Duplex housing lane and subdivide a 30 foot wide portion of the property to accommodate the construction of a single front to back duplex building.

We are not looking for any variances and feel that this project is in line with the current OCP designations for this area.

Regards,

Chris Schoenne
Schoenne Homes
Site Plan

LEGEND

- APPROXIMATE UTILITY LOCATION SCALED
  FROM PENTICTON GIS MAP

FIELD SURVEY COMPLETED THIS 24TH DAY OF MARCH, 2021
ELEVATIONS ARE GEODETIC (ORTHOMETRIC HT 92) DERIVED FROM
CNSC OBSERVATION AND PRECISE POINT POSITIONING (PPP)
MANDEVILLE LAND SURVEYING INC FILE NO. 21-081
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 No. 2021-01;

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. 2021-30”.

2. **Amendment:**

   2.1 Zoning Bylaw No. 2021-01 is hereby amended as follows:

   Rezone the north 9.14 metre portion of Common Property District Lot 202 Similkameen Division Yale District Strata Plan K654, located at 649 Burns Street, from RM2 (Low Density Multiple Housing) to RD2 (Duplex Housing: Lane) as identified on Schedule ‘A’.

   2.2 Schedule ‘A’ attached hereto forms part of this bylaw.

---

READ A FIRST time this day of , 2021
A PUBLIC HEARING was held this day of , 2021
READ A SECOND time this day of , 2021
READ A THIRD time this day of , 2021
ADOPTED this day of , 2021

Notice of intention to proceed with this bylaw was published on the __ day of ____, 2021 and the __ day of ____, 2021 in the Penticton newspaper, pursuant to Section 94 of the Community Charter.

________________________
John Vassilaki, Mayor

________________________
Angie Collison, Corporate Officer
649 Burns Street

Rezone the north 9.14 m portion of 649 Burns

From ‘RM2 Low Density Multiple Housing’

To ‘RD2 Duplex Housing: Lane’
Council Report

Date: September 7, 2021
To: Donny van Dyk, Chief Administrative Officer
From: Steven Collyer, Planner II
Address: 270, 274, 278, 280, 286, 292, 298 South Beach Drive and 300 Sudbury Avenue

Subject: Public consultation for OCP Change from Parks to Detached Residential

Staff Recommendation

THAT Council give staff direction to begin public engagement, including referral to the Parks and Recreation Advisory Committee, on the change in Official Community Plan (OCP) future land use designations from Parks to Detached Residential, for the following properties:

- Lot 4 District Lot 189 Similkameen Division Yale District Plan 5885 (270 South Beach Drive)
- Lot 5 District Lot 189 Similkameen Division Yale District Plan 5885 (274 South Beach Drive)
- Lot 6 District Lot 189 Similkameen Division Yale District Plan 5885 (278 South Beach Drive)
- Lot A District Lot 189 Similkameen Division Yale District Plan EPP71324 (280 South Beach Drive)
- Lot 1 District Lot 189 Similkameen Division Yale District Plan 6179 (286 South Beach Drive)
- Lot A District Lot 189 Similkameen Division Yale District Plan EPP54210 (292 South Beach Drive)
- Lot 1 District Lot 189 Similkameen Division Yale District Plan 6172 (298 South Beach Drive)
- Lot 2 District Lot 189 Similkameen Division Yale District Plan 6172 (300 Sudbury Avenue)

AND THAT the engagement results and recommendation from the Parks and Recreation Committee, are presented back to Council prior to introduction of OCP and zoning amendment bylaws.

Strategic Priority Objective

Vision: A vibrant, innovative, healthy waterfront city focused on sustainability, community and economic opportunity.

Asset & Amenity Management: The City of Penticton will ensure the services we provide to our residents and visitors are reliable and cost effective by proactively investing into our natural and built assets.

Community Vitality: The City of Penticton, guided by the Official Community Plan, will promote the economic wellbeing and vitality of the community.

Proposal
The City is initiating the divestment of City-owned land at 298 South Beach Dr and 300 Sudbury Ave. In order to proceed, the zoning of the property needs to be changed. The land is currently zoned ‘P2 (Parks and Recreation)’ and the City is proposing to rezone the land to ‘R1 (Large Lot Residential)’. In order to facilitate the proposed rezoning and potential land sale, the City must also amend the Official Community Plan (OCP) future land use designation for the City-owned property from ‘Parks’ to ‘Detached Residential’.

While undertaking this Official Community Plan amendment for 298 South Beach Dr and 300 Sudbury Ave, the City is also proposing to amend the OCP future land use designation for 270, 274, 278, 280, 286 and 292 South Beach Drive from ‘Parks’ to ‘Detached Residential’, in order to match the existing zoning of these developed residential properties. The zoning is not proposed to change on the South Beach Dr properties.

The City’s procedure on changes to Official Community Plan land use designation involves engagement of the public prior to the consideration of land use change bylaws. This report recommends that Council give staff direction to begin that process.

![OCP Amendment and Rezoning](image_url)

**Figure 1 - Subject Properties**

**Background**

This application involves 8 properties: 270, 274, 278, 280, 286, 292, 298 South Beach Drive and 300 Sudbury Ave (the “subject properties”). The subject properties are all located on the south side of the street, adjacent to Skaha Lake. Each property is developed with a single detached dwelling. Skaha Lake Park is located to the east of the subject properties, and Sudbury Beach to the west (Attachment ‘A’).

The City owns 298 South Beach Dr and 300 Sudbury Ave (the “City-owned property”). The City-owned property consists of two separate lots with a single detached dwelling which was built in 1979. There is a walkway along the west side of the City-owned property to provide a pedestrian link between Sudbury Ave...
and South Beach Dr (Attachment ‘D’). This walkway allows people to walk between Skaha Beach and Sudbury Beach more directly than having to walk up to Skaha Lake Road. A statutory right-of-way exists over the walkway to ensure this access is maintained. The existing home on the City-owned property is in need of substantial repairs.

The subject properties have been developed for many years. Their OCP future land use designation changed from residential to parkland in a 1993 OCP update. This change in designation came about from work done by the “ Beautification Technical Committee” in 1990, which among other recommendations urged Council to purchase all of the residences along Skaha Lake east of Sudbury Beach (Figure 2). Council supported the recommendation by endorsing an acquisition plan for the lands. The acquisition plan was anticipated to take between 40-50 years to complete. To date, only 298 South Beach Dr and 300 Sudbury Ave have been purchased.

![Figure 2 - 1990 and 1992 Land Acquisition Plan Areas](image)

In 1992, 298 South Beach Dr and 300 Sudbury Ave were purchased by the City and then leased back to the original owners, who have leased the property since that time. Shortly after the City purchase, the property went through an OCP amendment and was rezoned from residential to park. At that time Council also reduced the scope of the acquisition plan to only include those properties to the east of 298 South Beach Dr and 300 Sudbury Ave. This eliminated 15 properties on Sudbury Ave from the plan and left the subject properties on South Beach Dr. With the adoption of the 1993 Official Community Plan, the OCP designations on the six remaining properties along South Beach Dr were changed from residential to park. This was done without direct consultation with the property owners and against the wishes of some of the owners.

Shortly after the 1993 Official Community Plan was adopted, the City adopted a new Parks Master Plan, which gave advice on property acquisition. The Plan still recommended acquisition of the subject properties, but put them at a lower priority than properties on Elm Avenue by Skaha Park West, which were not waterfront lots and thus more practical for the City to purchase. This represented a shift in focus which has seen almost all but one of the residential properties adjacent to the park on Elm Avenue purchased by the
City and no other properties along South Beach Drive purchased. In 1997, staff recommended Council sell the City-owned property at 298 South Beach Dr and 300 Sudbury Ave, but Council determined that the market conditions were not ideal and the issue was postponed.

The future of this area was again discussed during the 2002 OCP review. The concept at the time was to turn the City-owned property into a standalone pocket park until such time that the other South Beach Dr properties could be purchased. In August 2003, a Council resolution was given to vacate the tenants of the City-owned property and create a pocket park. This resolution was later rescinded due to budget and practicality concerns, and the pocket park was never created.

In 2012, Council was presented with an option to sell the lands at 298 South Beach Dr and 300 Sudbury Ave. Council then passed the following resolution:

607/2012 It was MOVED and SECONDED

THAT Council direct staff to prepare a Rezoning and OCP Amendment application for Lot 2 (298 Sudbury Ave.) – “the lakefront property” and Lot 1 (298 South Beach Drive) – “the vacant property” for the purposes of rezoning both properties from P1 (Park) to RS1 (single family residential);

AND THAT Council direct staff to retain the walking path and obtain a survey to have an easement registered over the walking path;

AND THAT Mayor and Corporate Officer be authorized to sign the required documentation;

AND THAT Council offer Lot 2 (298 Sudbury Ave.) – “the lakefront property” and Lot 1 (298 South Beach Drive) – “the vacant property” for sale once the rezoning process has been completed and direct staff to explore options for selling the property;

AND FURTHER THAT the funds resulting from the sale of the properties be dedicated to the purchase of other park land.

CARRIED UNANIMOUSLY

Acting on this resolution, staff had the walking path easement surveyed and registered and began the process of neighbourhood consultation. During that consultation, owners of the subject properties expressed a desire to have their lands reverted back to a residential designation. The thinking was that if the City-owned property were disposed, that the acquisition program would be abandoned. If that was the case, it would not make sense that the subject properties would retain their Parks designation.

The subject properties are within the Riparian Development Permit Area and Environmental Assessment Development Permit area (Attachment ‘C’). As such, riparian and/or environmental assessment reports will be required prior to any new construction or development on any of these subject properties to mitigate potential impacts on the lake and adjacent ecosystems.

Disposition of the lands, should the OCP and zoning amendment process ultimately be successful, will follow the City’s Land Disposition Policy (2018), including statutory public notification.
**Financial Implication**

This City is responsible for the application, legal and other fees and staff time spent processing these two applications.

**Summary of Events**

<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
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<tbody>
<tr>
<td><strong>1990</strong></td>
<td>Beautification Technical Committee recommends an ambitious park acquisition program, which is endorsed by Council.</td>
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</table>
| **1992** | City purchases the Coburn property at 298 South Beach Dr and Sudbury Ave.  
City changes the OCP designation and zoning of 298 South Beach Dr and 300 Sudbury Ave to Parks and Recreation.  
City changes the parks acquisition policy to only include those properties east of 298 South Beach Dr and 300 Sudbury Ave. |
| **1993** | OCP is adopted which changed the future land use designations on the South Beach Drive properties from residential to park.  
Parks Master Plan is adopted and sets acquisition of South Beach Drive properties as a lower priority than other acquisitions, for example Elm Avenue. |
| **1997** | City moves towards selling 298 South Beach Dr and 300 Sudbury Ave, but determines that the economics at that time were not ideal for the sale. |
| **2002** | OCP was reviewed and a determination was made that a pocket park could be created at 298 South Beach Dr and 300 Sudbury Ave.  
Council passed a resolution to create a public pocket park, and to have the existing home vacated.  
Council rescinded the resolution to create the park for financial and other reasons. |
| **2010** | New Parks Master Plan drafted that excluded the subject lands from the land acquisition program. This plan was never formally adopted by Council. |
| **2012** | Council directs staff to proceed with the divestment of 298 South Beach Dr and 300 Sudbury Ave. Council also directs staff to register an easement over the walking path to guarantee access between Sudbury Avenue and South Beach Drive.  
Easement is registered on title of the City-owned property.  
South Beach Dr property owners show a desire to remove the ‘Parks’ OCP designation from the properties at a public meeting. |
| **2015** | Staff bring forward a report to Council recommending the OCP land use designation on the South Beach Drive properties be changed from parks to medium density residential.  
A public hearing was held regarding the proposed OCP designation change, and proposed rezoning of 298 South Beach Dr and 300 Sudbury Ave from P2 (Parks and Recreation) to RM2 (Low Density Multiple Housing).  
Council voted to close and abandon the OCP amendment and rezoning after the Public Hearing. |
<p>| <strong>2018</strong> | Penticton Parks and Recreation Master Plan is adopted by Council. This plan does not carry forward plans for the purchase of additional lands on South Beach Drive, favoring focus on areas underserved by parkland as acquisition emphasis. |</p>
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<thead>
<tr>
<th>Year</th>
<th>Description</th>
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<tbody>
<tr>
<td>2019</td>
<td>New OCP is adopted by Council. The OCP designation for the South Beach Drive properties remains ‘Parks’.</td>
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</table>
| 2021 | The City moves to divest 298 South Beach Dr and 300 Sudbury Ave, and in the process update the OCP designation on South Beach Drive properties from ‘Parks’ to ‘Detached Residential’. The proposed OCP designation is ‘Detached Residential’ and the proposed zoning for 298 South Beach Drive is ‘R1 (Large Lot Residential)’.

**Engagement**

Earlier this year, Council endorsed a new policy and procedure for the processing of Official Community Plan amendments. The new approach involves neighbourhood and community consultation above and beyond the statutory requirement for a Public Hearing. Staff intend to follow the procedure in this case, by establishing a one-month engagement process, which will involve the following activities:

- Setting up a Shape Your City Penticton web page with all of the relevant background information,
- Direct mail notification to all neighbours,
- A newspaper advertisement,
- Public information session.

Feedback will be collected and consolidated for Council’s information to inform their decision making process. These engagement activities will be in addition to the required Public Hearing, which will be scheduled following the conclusion of the one-month engagement process.

Involvement of the Parks and Recreation Advisory Committee will occur during this engagement period with the goal of having the Committee provide a recommendation to Council.

**Analysis**

When considering an application to amend the OCP, staff encourages Council to consider the guiding policies of the OCP as well as the potential future impacts on the neighbourhood and broader community.

This City-initiated application proposes to amend the OCP designation on the subject properties from ‘Parks’ to ‘Detached Residential’. The City has not pursued the vision of the Parks designation on these properties since the City purchased 298 South Beach Dr and 300 Sudbury Ave in 1992. The Parks and Recreation Master Plan (2018) seems to move away from this focus, with a stronger emphasis on acquisition of lands in areas with lower percentages of park land.

The ‘Parks’ designation envisions publically-accessible land for the enjoyment and recreation of residents and visitors to Penticton. In order to achieve the vision of the Parks designation on South Beach Drive, the City would need to purchase 6 developed, waterfront properties which is anticipated to cost tens of millions of dollars. Each of these waterfront properties is expected to be significantly more expensive to purchase compared to other properties within the City and it is not likely that the City will be successful in its pursuit of these lands even if the focus remained on that goal.

Staff note that although 298 South Beach Dr and 300 Sudbury Ave were acquired by the City in 1992, and has been zoned and designated for parkland by the City, the residential use on the property remains in
effect today. In 2002, Council had moved towards creating a pocket park on the City-owned property, however the idea was later abandoned. Based on the history of the City-owned property, and the fact that over nearly three decades the Parks vision for these lands has not been realized, it is not anticipated that the City would acquire six more private properties on South Beach Dr and transform them all into public parkland.

The sale of the subject lands and the substantial return the City should receive for the waterfront land, will allow for more strategic purchases in other areas, where land values may be less.

Staff consider that the proposed OCP amendment to redesignate the South Beach Drive properties from Parks to Detached Residential meets the following OCP policies:

- **OCP Policy 4.1.1.1** Focus new residential development in or adjacent to existing developed areas.
  - The subject properties are all developed for residential use.

- **OCP Policy 4.1.2.2** Maximize the housing potential of existing land assets (sites and buildings) owned by non-profits and governments, including the City, through strategic partnerships and knowledge sharing.
  - 298 South Beach Dr and 300 Sudbury Ave are currently owned by the City. The lots are in a desirable residential neighbourhood, and while zoned for parkland, they are disconnected from other parkland because there are residential properties on both sides. This land holding is valuable and the City can direct revenue from the sale into a fund for other park-related projects.

- **OCP Policy 4.1.1.3** Recognize that some traditionally single-family neighbourhoods will see intensification as the city grows, but ensure that new forms of residential development are compatible with the neighbourhood in scale and design, and are appropriately located (e.g., greater density closer to collector roads, services and amenities).
  - The City-owned property is proposed to be rezoned to R1 (Large Lot Residential) zone. This rezoning allows the potential for two single detached houses to be built by private owners in the future – one house per lot. This allows a moderate increase in density within the existing residential neighbourhood, while maintaining the same detached housing form.

- **OCP Policy 4.1.6.2** Increase the supply of neighbourhood amenities, such as pocket parks and trails, for the use, enjoyment and social benefit of the surrounding community as residential intensification occurs.
  - In 2002, Council decided to not proceed with creating a pocket park on the City-owned property. There are two large, lakefront parks easily accessible from this area: Skaha Lake Park and Sudbury Beach.

- **OCP Policy 4.2.2.3** Enhance and expand the trail and pathway network through capital funding for upgrades, land acquisition, wayfinding, public art, safe street crossings, and by connecting existing trail systems and establishing trail linkages in and through new neighbourhoods.
  - The existing trail connection on the City-owned property is protected by an easement and through sale of the property the connection will be maintained. The remainder of the City-owned property currently looks like a
private residential property from the street, and no change to this character would occur through the proposed OCP designation change.

OCP Policy 4.4.2.1 Identify environmentally sensitive areas and riparian areas, and protect them through application of the Environmental and Riparian Development Permit Guidelines.
- Future development on any of the subject properties would require Riparian and/or Environmental Development Permits in order to mitigate potential impacts on the lake and surrounding ecosystems.

OCP Policy 4.7.1.2 Increase the supply of neighbourhood parks to provide additional park land and community gathering places as our population grows and our city densifies.
- Should these amendments ultimately be approved, land currently zoned for parks would be lost. As demonstrated in the history of events, previous proposals to transform the City-owned property into a park have been unsuccessful, and further land acquisition in this area by the City is not anticipated.

OCP Policy 4.7.1.6 Create a network of interconnected trails – for pedestrians and cyclists – throughout the City, connecting the lakes, schools, parks, and recreation facilities, and coordinate with neighbouring jurisdictions to building on the regional trail network, including the River Channel Parkway.
- The existing trail connection between the two nearby parks will be maintained.

OCP Policy 4.7.3.2 Engage in long-term facilities development and related capital planning, including land acquisition, and explore funding and development partnerships to ensure long-term availability of required indoor recreational facilities such as ice surfaces, dry-land surfaces, tennis courts and curling centres.
- Land acquisition of the subject properties along South Beach Dr is not anticipated due to the high costs of purchasing waterfront properties.

Given the above, Staff are recommending that Council proceed with the public engagement to begin the process of changing the OCP designation from Parks to Detached Residential.

Alternate Recommendations

Council may consider the statutory Public Hearing as sufficient opportunity for the public to provide feedback on the proposed land use change. It that is the case, Council could give direction for staff to introduce the applicable OCP Amendment and Zoning Amendment bylaws at the September 21, 2021 Council Meeting with the Public Hearing to follow.

Alternatively, Council may wish to not proceed with this initiative, in which case, no action is required.

Attachments

Attachment A – Zoning Map
Attachment B – Official Community Plan Map
Attachment C – Development Permit Areas Map
Attachment D – Photos of Property
Respectfully submitted,

Steven Collyer, RPP, MCIP
Planner II

Concurrence

<table>
<thead>
<tr>
<th>Director of Development Services</th>
<th>General Manager Finance and Administration</th>
<th>General Manager of Community Services</th>
<th>Chief Administrative Officer</th>
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<tbody>
<tr>
<td>BL</td>
<td>JWB</td>
<td>AH</td>
<td>DvD</td>
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</table>
City-Owned Property: 298 South Beach Dr and 300 Sudbury Ave

Pedestrian walkway to Sudbury Ave

South Beach Dr

308 Sudbury Ave

Sudbury Ave
Memo to Council

Date: September 7, 2021
To: Donny van Dyk
From: Jim Bauer, General Manager, Finance and Administration

Subject: 2022 Budget Process - Notice of Motions

Background

As part of the City’s financial plan development a process has been adapted to enable Council, through the use of Notice of Motions, the ability to identify priorities and areas of interest for consideration in the budget development process.

The process includes members of Council introducing any proposed priorities through a notice of motion at a Council meeting. Council has a second opportunity to provide any additional Notice of Motions at the following Council meeting. Staff are then directed to prepare a brief analysis, which provides additional information to assist Council with making informed decisions on whether to support when Council votes on the proposed Notices. Notices that receive a majority vote are accepted and considered in the 2022 budget. Notices that do not receive a majority vote are not considered further as part of the budget. By following this process, staff are better able to provide Council with a comprehensive budget that considers all Council priorities for the coming year, while ensuring that November Council deliberations run smoothly.

The key dates for the Notice of Motion this year and the overall the 2022-2026 financial planning process are as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
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<tbody>
<tr>
<td>September 7</td>
<td>Council Introduces Notice of Motions</td>
</tr>
<tr>
<td>September 21</td>
<td>Additional Notice of Motions Introduced (if necessary)</td>
</tr>
<tr>
<td>October 5</td>
<td>Staff provides Council with Analysis of Respective Notice of Motions</td>
</tr>
<tr>
<td></td>
<td>Council Votes on Notice of Motions</td>
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<tr>
<td>November 8</td>
<td>Corporate Business Plan and 2022-26 Financial Plan Documents Released to Public</td>
</tr>
<tr>
<td>November 22-23</td>
<td>Council Budget Deliberations</td>
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</tbody>
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Respectfully submitted,

Jim Bauer
General Manager, Finance and Administration