



# Agenda

penticton.ca

## Regular Council Meeting

to be held at the City of Penticton, Council Chambers

171 Main Street, Penticton, B.C.

To view the live broadcast and recordings, visit [www.penticton.ca](http://www.penticton.ca)

Tuesday, February 20, 2024

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 February 6, 2024 Regular Council Meeting	1-5	Adopt
-----	---	-----	-------

7. **Consent Agenda**

	<i>Recommendation: THAT Council approve the Consent Agenda:</i>	6-15
--	---	------

1. *Minutes of the November 27, 2023 Parks and Recreation Advisory Committee;*
2. *Minutes of the February 6, 2024 Committee of the Whole Meeting; and*
3. *Minutes of the February 6, 2024 Public Hearing.*

8. **Staff Reports:**

Hardisty	8.1	<b>Elected Officials Code of Conduct</b>	16-51
		<i>Staff Recommendation: THAT Council adopt the Regional District Okanagan Similkameen Code of Conduct included as Attachment B to the report dated January 16, 2024.</i>	
		<i>THAT Council rescind Respectful Workplace Policy dated March 17, 2014.</i>	
		<i>That Council direct staff to amend the Council Remuneration and Expense Bylaw No. 2019-27 to include reduction of remuneration upon code of conduct breaches or the filing of frivolous, vexatious or claims made in bad faith as follows: First offence reduction of 10% for twelve months, second offence reduction of 15% for 12 months, third and subsequent offences 25% for 12 months.</i>	
		<i>Reductions to remuneration shall be cumulative.</i>	

Hardisty	8.2	2024 SILGA Resolutions <i><u>Staff Recommendation:</u> THAT Council submit the following resolution regarding the urgent need for complex care opportunities in the South Okanagan for consideration at the 2024 Southern Interior Local Government Association (SILGA) Convention; AND THAT the motion be referred to the Regional District of Okanagan Similkameen for support.</i>	52-53
Raposo	8.3	License to Use Agreement – Bishop’s Snow and Marine Ltd. Operating as Pier Water Sports <i><u>Staff Recommendation:</u> THAT Council approve the three (3) year License to Use Agreement renewal with Bishop’s Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore, and use of the building for the operation of water leisure activities on Okanagan Lake. AND THAT Council authorize the Director of Finance and Administration and Corporate Officer to execute the License to Use Agreement.</i>	54-87
Raposo	8.4	Request for Proposal – Skaha Main Concession Re: 3701 Parkview Street <i><u>Staff Recommendation:</u> THAT Council refer the Request for Proposal process to the Parks and Recreation Advisory Committee for their review and recommendation, for the use of 3701 Parkview Street, (Skaha Main Concession) for the purpose of seeking an operator for a food concession for a three (3) year term.</i>	88-106
Raposo	8.5	Request for Proposal – Sudbury Beach Concession Re: 3846 Skaha Lake Road <i><u>Staff Recommendation:</u> THAT Council refer the Request for Proposal process to the Parks and Recreation Advisory Committee for their review and recommendation for the use of 3846 Skaha Lake Road (Sudbury Beach Concession) for the purpose of seeking an operator for a food concession for a three (3) year Sub-License to Use agreement term.</i>	107-143
Raposo	8.6	Beach Vending Program <i><u>Staff Recommendation:</u> THAT Council refer the renewal of the Beach Vending Program for an additional three-year term to the Parks and Recreation Advisory Committee for their review and recommendation; AND THAT Council authorize staff to extend approximately 75m2 of the existing pathway on Lakeshore Drive, to construct a new vending area at an approximate cost of \$30,000, to be funded from anticipated administrative savings through the year.</i>	144-175
Dixon	8.7	Electric Kick Scooter Legislation and Public Pilot Project <i><u>Staff Recommendation:</u> THAT the City of Penticton consents to the Electric Kick Scooter Pilot Project taking place within the City of Penticton, starting on April 5, 2024; AND THAT the Ministry of Transportation and Infrastructure be advised accordingly; AND THAT the City issue a competitive call for proposals for a public bike and/or scooter share program.</i>	176-187
Tanguay	8.8	Development Permit PL2023-9672 Re: 286 Rigsby Street <i><u>Staff Recommendation:</u> THAT Council approve “Development Permit PL2023-9672” for Lot A District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan EPP134647, located at 286 Rigsby Street, a permit to approve the form and character of a 5 storey, 48 unit apartment.</i>	188-225



9. **Bylaws and Permits:**

Collison	9.1	Zoning Amendment Bylaw No. 2024-04	226-227	Adopt
		Development Variance Permit PL2023-9684	228-230	Approve
		Re: 200 Abbott Street		

10. **Notice of Motion**

11. **Business Arising**

12. **Public Question Period**

If you 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](http://www.penticton.ca) to find the telephone number or Zoom link to ask your question before the conclusion of the meeting. Use the raise hand feature and you will be given the opportunity to turn on your camera and unmute your microphone and ask Council your questions. Please note that the meeting is streaming live and recorded, access to recordings can be found on the City's website.

13. **Council Round Table**

14. **Adjournment**

# Minutes

penticton.ca

## **Regular Council Meeting** held at City Hall, Council Chambers 171 Main Street, Penticton, B.C.

**Tuesday, February 6, 2024**  
**at 1:00 p.m.**

**Present:**

Mayor Bloomfield  
Deputy Mayor Watt  
Councillor Boulton  
Councillor Gilbert  
Councillor Graham  
Councillor Konanz  
Councillor Miller

**Staff:**

Anthony Haddad, City Manager  
Angie Collison, Corporate Officer  
Angela Campbell, Director of Finance & Administration  
Kristen Dixon, General Manager of Infrastructure  
Blake Laven, Director of Development Services  
Kelsey Johnson, Director of Community Services  
Julie Czeck, Director of Public Safety and Partnerships  
Paula McKinnon, Deputy Corporate Officer

**1. Call to Order**

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

**2. Introduction of Late Items**

**3. Adoption of Agenda**

22/2024

**It was MOVED and SECONDED**

THAT Council adopt the agenda for the Regular Council Meeting held on February 6, 2024 as presented.

**CARRIED UNANIMOUSLY**

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

23/2024

**It was MOVED and SECONDED**

THAT Council recess to a Committee of the Whole meeting at 1:01p.m.

**CARRIED UNANIMOUSLY**

## 5. Reconvene the Regular Council Meeting

Council reconvened the Regular Council Meeting at 1:46 p.m.

## 6. Adoption of Minutes:

### 6.1 Minutes of the January 16, 2024 Regular Council Meeting

24/2024

**It was MOVED and SECONDED**

THAT Council adopt the Regular Council Meeting minutes of January 16, 2024 as presented.

**CARRIED UNANIMOUSLY**

### 6.2 Minutes of the January 29, 2024 Special Council Meeting

25/2024

**It was MOVED and SECONDED**

THAT Council adopt the Special Council Meeting minutes of January 29, 2024 as presented.

**CARRIED UNANIMOUSLY**

## 7. Consent Agenda:

26/2023

**It was MOVED and SECONDED**

THAT Council approve the Consent Agenda:

1. January 10, 2024 Minutes of the Accessibility Committee; and
2. January 16, 2024 Minutes of the Committee of the Whole Meeting.

**CARRIED UNANIMOUSLY**

## 8. Staff Reports:

### 8.1 Safe & Resilient Council Priority: Public Safety Working Group Update

27/2024

**It was MOVED and SECONDED**

THAT Council receive into the record the report dated February 6, 2024 titled "Safe & Resilient Council Priority: Public Safety Working Group Update", a report that outlines the public safety planning and actions that were implemented in 2023.

**CARRIED UNANIMOUSLY**

### 8.2 RCMP Quarterly Update

28/2024

**It was MOVED and SECONDED**

THAT Council receive into the record the report dated February 6, 2024 titled "RCMP Quarterly Update".

**CARRIED UNANIMOUSLY**

### 8.3 Bylaw Services 2023 Year End

29/2024

**It was MOVED and SECONDED**

THAT Council receive into the record the report dated February 6, 2024 titled "Bylaw Services 2023 Year End".

**CARRIED UNANIMOUSLY**

The Mayor recessed the meeting at 2:32 p.m. and reconvened at 2:45 p.m.

8.4 UBCM ESS Grant for 2024

30/2024

**It was MOVED and SECONDED**

THAT Council direct staff to apply for a Union of BC Municipalities' Community Emergency Preparedness Fund's Emergency Support Services (ESS) stream grant for approximately \$30,000 for 2024-2025;

AND THAT Council direct the Emergency Program Coordinator to sign and submit the application document; AND THAT Council direct the City Manager to sign the agreement with the Union of BC Municipalities should the City be successful with its application.

**CARRIED UNANIMOUSLY**

8.5 Solid Waste Collection Contract – 2025-2032

31/2024

**It was MOVED and SECONDED**

THAT the 2024-2028 Financial Plan be amended for years 2025-2028 to include forecasted expenses resulting from the execution of the 2025-2032 Waste Collection Services Agreement.

**CARRIED UNANIMOUSLY**

8.6 Electric Utility Overview

32/2024

**It was MOVED and SECONDED**

THAT Council receive into the record the report dated February 6, 2024 titled "Electric Utility Overview".

**CARRIED UNANIMOUSLY**

8.7 Neighbourhood Traffic Management Policy

33/2024

**It was MOVED and SECONDED**

THAT Council rescind the 2016 Transportation Safety Policy and approve Council Policy CP#2024-01 Neighborhood Traffic Management Policy.

**CARRIED UNANIMOUSLY**

8.8 Zoning Amendment Bylaw No. 2024-03  
Re: 424 and 436 Bennett Avenue

34/2024

**It was MOVED and SECONDED**

THAT Council give first, second, and third reading to "Zoning Amendment Bylaw No. 2024-03", for Lot 37 District Lot 250 Similkameen Division Yale District Plan 881, located at 424 Bennett Avenue, and for Lot 36 District Lot 250 Similkameen Division Yale District Plan 881, located at 436 Bennett Avenue, a bylaw to rezone the subject properties from R2 (Small Lot Residential) to RD3 (Residential Infill);

AND THAT prior to adoption of "Zoning Amendment Bylaw No. 2024-03", the following condition be met:

1. A 0.5 m wide road dedication along Bennett Avenue is registered with the Land Title Office.

**CARRIED UNANIMOUSLY**

- 8.9     Zoning Amendment Bylaw No. 2024-04  
Development Variance Permit PL2023-9683  
Development Permit PL2023-9684  
Re: 200 Abbott Street

35/2024

**It was MOVED and SECONDED**

THAT Council give first, second, and third reading to "Zoning Amendment Bylaw No. 2024-04", for Lot 1 District Lot 202 Similkameen Division Yale District Plan 7492, located at 200 Abbott Street, a bylaw to rezone the subject property from RD2 (Duplex Housing: Lane) to RD4 (Low Density Cluster Housing);

AND THAT Council, subject to adoption "Zoning Bylaw Amendment Bylaw No. 2024-04", consider "Development Variance Permit PL2023-9683" for Lot 1 District Lot 202 Similkameen Division Yale District Plan 7492, located at 200 Abbott Street, a permit to vary the following sections Zoning Bylaw 2023-08:

- Section 10.7.2.6: to reduce the front yard from 4.5 m to 3.0 m, and;
- Section 10.7.2.8: to reduce the exterior yard from 4.5 m to 3.5 m;

AND THAT Council, subject to adoption of "Zoning Amendment Bylaw No. 2024-04", approve "Development Permit PL2023-9684", for Lot 1 District Lot 202 Similkameen Division Yale District Plan 7492, located at 200 Abbott Street, a permit to approve the form and character of cluster housing (four dwelling units);

AND THAT Council direct staff to issue "Development Permit PL2023-9684";

AND THAT Council require that a 5 m x 5 m corner cut be completed prior to the issuance of the Occupancy Permit.

**CARRIED UNANIMOUSLY**

**9.     Public Question Period**

**10.    Recess the Meeting**

The Mayor recessed the meeting at 3:40 p.m.

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

The Mayor reconvened the meeting at 6:45 p.m.

**12.    Bylaws and Permits**

- 12.1     Zoning Amendment Bylaw No. 2023-48  
Development Variance Permit PL2023-9680  
Re: 275 Kinney Avenue

36/2024

**It was MOVED and SECONDED**

THAT Council adopt "Zoning Amendment Bylaw No. 2023-48"

AND THAT Council approve Development Variance Permit PL2023-9680.

**CARRIED UNANIMOUSLY**

12.2 Zoning Amendment Bylaw No. 2023-49  
Re: 172 Green Avenue West

37/2024

**It was MOVED and SECONDED**

THAT Council adopt "Zoning Amendment Bylaw No. 2023-49".

**CARRIED UNANIMOUSLY**

12.3 Official Community Plan Amendment Bylaw No. 2024-01  
Zoning Amendment Bylaw No. 2024-02  
Re: 460 Conklin Avenue

38/2024

**It was MOVED and SECONDED**

THAT Council give second the third reading to "Official Community Plan Amendment Bylaw No. 2024-01";

AND THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2024-02".

**CARRIED**

**Councillors Graham and Miller, Opposed**

**13. Notice of Motion**

13.1 Notice of Motion introduced by Councillor Boulton at the January 16, 2024 Regular Meeting:

39/2024

**It was MOVED and SECONDED**

THAT Council direct the City Manager to hire a third party consultant to perform a Core Review to evaluate and substantiate the City's service levels, staffing of the organization as a whole and the scope creep into provincial areas of jurisdiction and the attendant costs.

**DEFEATED**

**Mayor Bloomfield and Councillors Gilbert, Graham, Konanz and Watt, Opposed**

**14. Business Arising**

**15. Public Question Period**

**16. Council Round Table**

**17. Adjournment**

40/2024

**It was MOVED and SECONDED**

THAT Council adjourn the February 6, 2024 Regular meeting of Council at 7:27 p.m.

**CARRIED UNANIMOUSLY**

Certified correct:

Confirmed:

---

Angie Collison  
Corporate Officer

---

Julius Bloomfield  
Mayor



# Minutes

penticton.ca

## Parks and Recreation Advisory Committee Meeting

to be held via Zoom  
Wednesday, November 27, 2023  
at 9:30 a.m.

**Present:** John Archer, Chair  
Sue Fraser, Vice-Chair  
Cameron Baughen  
Juliana Buitenhuis  
Joanne Grimaldi  
Marc Tougas

**Council Liaison:** Isaac Gilbert, Councillor

**Staff:** Kristen Dixon, General Manager of Infrastructure  
Kelsey Johnson, Manager of Recreation, Arts and Culture  
Sheri Raposo, Land Administrator  
Hayley Anderson, Legislative Assistant

**Regrets:** Brenda Clark  
Victoria Jaenig  
Don Mulhall

### 1. Call to Order

The Legislative Assistant called the Parks and Recreation Advisory Committee to order at 9:34 a.m.

### 2. Adoption of Agenda

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adopt the agenda of November 27, 2023 as presented.

**CARRIED UNANIMOUSLY**

### 3. Adoption of Minutes

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adopt the minutes of August 28, 2023 as presented.

**CARRIED UNANIMOUSLY**

#### 4. New Business

##### 4.1 Appointment of Committee Chair and Vice-Chair

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee appoint John Archer as the Committee Chair and Sue Fraser as Vice-Chair.

**CARRIED UNANIMOUSLY**

##### 4.2 2024-2026 Meeting Schedule

**It was MOVED and SECONDED**

THAT the Committee set the 2024 meeting schedule and time as follows; January 24, April 24, July 24 and October 23, 2024 at 9:30 a.m.

AND THAT the Committee set the 2025 meeting schedule and time as follows; January 22, April 23, July 23 and October 22, 2024 at 9:30 a.m.

AND THAT the Committee set the 2026 meeting schedule and time as follows; January 28, April 22, July 22, 2026 at 9:30 a.m.

**CARRIED UNANIMOUSLY**

Marc Tougas joined the meeting at 9:45 am.

##### 4.3 Bishops Snow and Marine Report

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee recommends that Council direct staff to issue the three (3) year License to Use Agreement renewal with Bishop's Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore and use of the building for the operation of water leisure activities on Okanagan Lake.

Amendment:

**It was MOVED and SECONDED**

AND THAT Staff investigate best practices for specific language pertaining to environmental monitoring or reporting, as well as any additional insurance requirements, to include in the lease to ensure appropriate protection of the environment.

**CARRIED UNANIMOUSLY**

Main Motion as Amended:

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee recommends that Council direct staff to issue the three (3) year License to Use Agreement renewal with Bishop's Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore and use of the building for the operation of water leisure activities on Okanagan Lake;

AND THAT Staff investigate best practices for specific language pertaining to environmental monitoring or reporting, as well as any additional insurance requirements, to include in the lease agreement to ensure appropriate protection of the environment.

**CARRIED UNANIMOUSLY**



5. **Next Meeting**

The next Parks and Recreation Advisory Committee meeting is scheduled to be held on January 24, 2024 at 9:30 a.m.

6. **Adjournment**

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adjourn the meeting held on November 27, 2023 at 10:15 a.m.

**CARRIED UNANIMOUSLY**

Certified Correct:

---

Hayley Anderson  
Legislative Assistant

# Minutes

penticton.ca

## Committee of the Whole

held at City Hall, Council Chambers  
171 Main Street, Penticton, B.C.

Tuesday, February 6, 2024

Recessed from the Regular Council Meeting at 1:00 p.m.

**Present:**

Mayor Bloomfield  
Deputy Mayor Watt  
Councillor Boulton  
Councillor Gilbert  
Councillor Graham  
Councillor Konanz  
Councillor Miller

**Staff:**

Anthony Haddad, City Manager  
Angie Collison, Corporate Officer  
Angela Campbell, Director of Finance & Administration  
Kristen Dixon, General Manager of Infrastructure  
Blake Laven, Director of Development Services  
Kelsey Johnson, Director of Community Services  
Julie Czek, Director of Public Safety and Partnerships  
Paula McKinnon, Deputy Corporate Officer

1. **Call to order**

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

2. **Adoption of Agenda**

**It was MOVED and SECONDED**

THAT the agenda for the Committee of the Whole meeting held on February 6, 2024 be adopted as presented.

**CARRIED UNANIMOUSLY**

3. **Delegations:**

3.1 Proclamation "Real Acts of Caring" February 11-17, 2024

Ms. Burdock and KVR Grade 7 students, provided Council with a presentation on the work they have been doing for Real Acts of Caring and requested that Council proclaim February 11-17, 2024 as "Real Acts of Caring Week".

Mayor Bloomfield read the proclamation proclaiming February 11-17, 2024 as "Real Acts of Caring Week" in the City of Penticton.

3.2 Proclamation "Chamber of Commerce Week" February 12-16, 2024

Harpreet Sidhu, Vice President, and Michael Magnusson, Executive Director, Penticton & Wine Country Chamber of Commerce, provided Council with a presentation on Penticton's Chamber of Commerce and requested that Council proclaim February 12-16, 2024 as "Chamber of Commerce Week".

Mayor Bloomfield read the proclamation proclaiming February 12-16, 2024 as "Chamber of Commerce Week".

3.3 Penticton Neighbourhood Association: Projects and Partnerships

Nicolas Stulberg, Community President, and Ajeet Brar, Wiltse Neighbourhood Captain, Penticton Neighbourhood Association, provided Council with a presentation on the work of the Penticton Neighbourhood Association and shared their future initiatives.

3.4 KISU Swim Club and Para Swimming Program

Tina Hoeben and Naomi Antler, Coaches, KISU Swim Club provided Council with a presentation on the success of the swim club and new Para Swimming program.

4. **Adjourn to Regular Meeting**

**It was MOVED and SECONDED**

THAT Council adjourn the Committee of the Whole meeting held February 6, 2024 at 1:46 p.m. and reconvene the Regular Meeting of Council.

**CARRIED UNANIMOUSLY**

Certified correct:

Confirmed:

---

Angie Collison  
Corporate Officer

---

Julius Bloomfield  
Mayor

# Minutes

penticton.ca

**Public Hearing**  
**held electronically and at City Hall, Council Chambers**  
**171 Main Street, Penticton, B.C.**

**Tuesday, February 6, 2024**  
**at 6:00 p.m.**

**Present:**

Mayor Bloomfield  
Deputy Mayor Watt  
Councillor Boulton  
Councillor Gilbert  
Councillor Graham  
Councillor Konanz  
Councillor Miller

**Staff:**

Anthony Haddad, City Manager  
Angie Collison, Corporate Officer  
Angela Campbell, Director of Finance & Administration  
Kristen Dixon, General Manager of Infrastructure  
Blake Laven, Director of Development Services  
Kelsey Johnson, Director of Community Services  
Julie Czek, Director of Public Safety and Partnerships  
Paula McKinnon, Deputy Corporate Officer

**1. Call to order**

Mayor Bloomfield called the public hearing to order at 6:00 p.m. for Official Community Plan Amendment Bylaw No. 2024-01 and Zoning Amendment Bylaw No. 2024-02.

The Corporate Officer read the opening statement and introduced the purpose of the bylaws. She then explained that the public hearing was being held in-person and electronically to afford all persons who considered themselves affected by the proposed bylaw an opportunity to be heard before Council. She further indicated that the public hearing was advertised pursuant to the *Local Government Act*.

**2. "Official Community Plan Amendment Bylaw No. 2024-01" (460 Conklin Avenue)**

The purpose of "Official Community Plan Amendment Bylaw No. 2024-01" is to amend Official Community Plan Bylaw No. 2023-08 as follows:

Amend Map 1: Future Land Use by changing the future land use designation for Lot 13 District Lot 1 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 3867, located at 460 Conklin Avenue, from 'Detached Residential' to 'Ground Oriented Residential'.

**"Zoning Amendment Bylaw No. 2024-02" (460 Conklin Avenue)**

The purpose of "Zoning Amendment Bylaw No. 2024-02" is to amend Zoning Bylaw No. 2023-08 as follows:

Rezone Lot 13 District Lot 1 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 3867, located at 460 Conklin Avenue, from R1 (Large Lot Residential) to RM2 (Low Density Multiple Housing).

The applicant is proposing to construct a 6-unit townhouse, consisting of two triplexes at 460 Conklin Avenue.

The Corporate Officer advised that two letters have been received since the printing of the agenda and distributed to Council.

**DELEGATIONS**

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

- Tony Caulful, property next door to proposal, setback and size of building and area occupied by building will ruin sight lines and view of mountains. Feels the surface parking is inadequate for number of units, should be limited to four units.

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

- John Robertson, Conklin Avenue, few blocks from opposed development, not against development on that lot, folks that spoke in opposition are against the size of development. Concern about ease OCP can be tinkered with, OCP put together with great amount of effort, intelligence and resources and yet it appears it can be changed on a whim, appears no recognition of effort and work that went into it. Sees 76 petitioners, 10 were missed on final page, more like 86, has original copy. Cherryland area supports four resident structure on that site especially if facing Conklin Avenue, concerned with it facing alley way because it destroys privacy of houses across the street. one example saw earlier was similar structure that faces out into driveway of back apartment building, another by PDSL group built similar and also faces out onto parking lot and back of industrial building, comparisons aren't apples to apples. In support of four-unit front facing to Conklin Avenue, think six is too big.
- Samantha Oxbury (via Zoom), Moosejaw Street, blocking privacy of our lot, when giving carriage houses permission to be built there is a part that you need to have small slanted windows for privacy issues, why is this development allowed to have giant windows facing directly into our properties? Concerned with size and height, not against development happening, issue with size and fact that it doesn't fit with community standard.
- Corey and Karen Sinclair (via Zoom), Argyle Street, couple blocks from site property, in agreement with respect to OCP changing easily and generally everything else said, OCP document was vetted through good public process, represents guiding process for how community develops, if someone comes forward to change previously agreed upon standards it should be incumbent on that applicant to make a case to justify why change is reasonable, missing from the process, just seems to have developers wanting to add density, doesn't seem much attempt on part of developers to provide the justification, only real attempt at providing justification provided by City documentation due to population growth that we're expecting, not role of City to be advocating for applicant.

In line with prevailing sentiment of community, would like to see it not stick out like sore thumb on streets we live in, large developments will be popping up and urge council not to rely on fact that previous approved, not an automatic justification for adding more of them, will continue to grow if you're going to justify future decisions on ones made in past.

- Diane Laurentzen, 300 Block of Conklin, agrees with everything that has been said.
- Warren Hempsted, Conklin Avenue, attended engagement opportunities, a lot of new young families moving into area, previously many seniors in these homes, new lane houses being built, wonderful small community being built, knows all neighbours and everyone takes care of one another. Concern that once this one goes into corner and theres another couple lots for sale, they're not going to go to young families, can't afford to get into them, houses, condos and townhouses being built are not affordable housing, most would be rentals, not helping local people or young families or seniors get a space in this town, for a lot of neighbours it is staring into their homes and backyards, infringing on everything they have, they've out time, money and energy into these homes and their futures. Developing as smaller buildings, caring for the green space instead of covering lots as much as you can because they're larger lots is not helping anyone get ahead except building companies, not offering care for people in neighbourhood for 50 years. Concern is once one starts and you change zoning these companies will buy out next one and start knocking on doors, life is hard for people and money is tight, easy to push people out of area, no one will be able to afford to keep their homes, going to turn into boxes up and down street, scary seeing zoning change so much. Knows there is need for housing in town, these aren't affordable housing for people looking for homes. We love our city, community is tight knit, by starting to put massive dwellings there, not part of community, one between Fairview and Argyle is four units and big shoebox, cheapest one going for \$750K. Neighbourhood is established, it's beautiful and has lovely history, everyone on all these streets is so concerned. Not many people here tonight, had to hand deliver notices only within 100 metres, most people not contacted about this, not including neighbourhood, from turnout here no one knows, most of neighbourhood has no idea this is happening, not including neighbourhood, easy to slip by people, if not walking or driving by little sign with cars often parked in front of it you would not know about it. Alley is thin and small, even if being rebuilt isn't parking potential for that, bus route there but streets have lots of cars already and there will not be sufficient parking, each dwelling will have at least two cars, not feasible for most families with kids, seniors or people working to ride a bike, seems short-sighted, concerned about neighbourhood turning into big boxes up and down street, shutting down integral and very important part of community under guise of needing housing, not affordable.

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

- Tamara, three generations raised on Conklin 400 block, directly going to be very impacted by this, not first time speaking at housing opportunity about housing development in area, would like to add it is important for four units from a bylaw standby, inquired how many parking spots established for each unit, picture looked like one parking spot, if six units each home would definitely need two parking spots, a solution is to look at four-plex. Just because bus comes down street does not mean high frequency traffic area, very opposite in this community, brother needs to leave quite early to catch a bus and there is no bus route on Sundays, City should look to designate those high frequency areas so that when provincial legislation comes the City can take more proactive state and manage this, really challenging, grew up walking with grandma in the area. Height restriction mentioned at last meeting, trying to make

generational housing happen for past two decades working with permits, so many permit issues through meetings, couldn't make work to create multi-generational home to include needs of family, really frustrating if you have big money how quickly you can get things permitted, if looking at developing carriage house impossible for a small family. If bylaws are changing and making it easier for developers it would be good for City to also look at permitting, feasibility of being able to have your family live in your backyard with you, should be looked at. If you have six houses in that area there is no green space, no yard space, would like to make sure we have strict rules as home owner, if want to develop carriage house there's certain maximum that you can't pass to meet family needs, was told if wanted a variance every single neighbour would need to agree or would not be passed by Council, how do we create fairness, when looking at this space valid reasons to stay to four, which way it's facing and the windows and keeping variance mentioned if they want a carriage house for their family. Was told when trying to get permit to build the height restriction had to be two storeys, this development is directly in way of flight path, invites City to look at this. Site lines are huge, if six go up looks directly into Moosejaw, view of mountains blocked for Conklin homes. A lot of work was put into OCP, hopes to have proactive and designating areas as high traffic, just because there is a bus route does not mean high traffic. Hoping families that move there have green space, have proper parking, have Okanagan students already coming into area to park.

- Ewen Stewart, Applicant, went through rigorous public engagement process, neighbourhood made it clear, doesn't agree with everything said, understands point about eight units which is why reduced to six, original application was three storeys which was completed inline with Zoning Bylaw but seemed to be biggest single sticking point in public engagement, City held their engagements, we held our own at golf club, sent notices to 300 people in post code area, turnout of 40 odd people, comments were similar to City's engagement comments, people understood variances and that the height was legitimate under Zoning Bylaw but really bothered them, after meetings went back to drawing board and took off top storey, thought it would solve a lot of problems, when go to three storeys you tuck parking underneath, if you put parking on surface you solve problem of going to six units and increase green space, eliminated all variances required from original application. To hear comments about two storey high window is too big, not sure can satisfy everyone's desire, try to bring everything as much as possible to understanding of Bill 44 and what province is attempting to do. Heard comments about City needing to pay more attention to OCP, difference now is province has changed the game and wiped out single family zoning and mandating anywhere from three to eight units on a single lot, in our case six units, in compliance with new Bill 44, OCP will be amended by end of June anyways, things are changing and beyond local control, province is stepping in and mandating a lot of what's going on, trying to stay and operate within legislation, happy with the redesign to get it to a scale that works and satisfies the majority of issues with original proposal, in immediate neighbourhood there are some exceptions across the street with three storeys plus, knocking a storey off is major concession in neighbourhood. Speaker with development problems, it's a complicated business, permitting is not an overnight wonder, interesting engagement, huge amount of public feedback.
- Mayor Bloomfield, inquired about raised comments regarding parking, how many parking spaces are there?
- Ewen Stewart, Applicant, responded required to have one, we have two per unit.

The public hearing for "Official Community Plan Amendment Bylaw No. 2024-01" and "Zoning Amendment Bylaw No. 2024-02" was terminated at 6:45 p.m. and no new information can be received on this matter.

Certified correct:

Confirmed:

---

Angie Collison  
Corporate Officer

---

Julius Bloomfield  
Mayor



# Council Report

penticton.ca

**Date:** January 16, 2024  
**To:** Anthony Haddad, City Manager  
**From:** Cheryl Hardisty, Council and Executive Operations Manager  
**Subject:** **Elected Officials Code of Conduct**

## Staff Recommendation

1. THAT Council adopt the Regional District Okanagan Similkameen Code of Conduct included as Attachment B to this report dated January 16, 2024.
2. THAT Council rescind Respectful Workplace Policy dated March 17, 2014.
3. That Council direct staff to amend the Council Remuneration and Expense Bylaw No. 2019-27 to include reduction of remuneration upon code of conduct breaches or the filing of frivolous, vexatious or claims made in bad faith as follows: First offence reduction of 10% for twelve months, second offence reduction of 15% for 12 months, third and subsequent offences 25% for 12 months. Reductions to remuneration shall be cumulative.

## Strategic priority objective

**Organizational Excellence:** The City of Penticton will support a culture of service excellence built on good governance, leadership and sound financial decisions.

## Background

In 2022, the Province added sections 113.1 and 113.2 to the *Community Charter* which require municipal councils to consider, within 6 months of their inaugural meeting (and then reconsider, if on the first consideration they decide not to adopt) the development of a code of conduct. These amendments establish prescribed principles that were intended to guide the development of codes of conduct. These principles are:

- (a) council members must carry out their duties with **integrity**;
- (b) council members are **accountable** for the decisions that they make, and the actions that they take, in the course of their duties;
- (c) council members must be **respectful** of others;
- (d) council members must demonstrate **leadership and collaboration**.

In April 2023, Council directed staff to proceed with a regional model for a new code of conduct with the RDOS based on these foundational principles. At their meeting on April 18, 2023 Council passed the following resolution:

8.3 Code of Conduct Update

168/2023

**It was MOVED and SECONDED**

THAT Council direct staff to establish a code of conduct that aligns with the provincially prescribed principles of integrity, accountability, respect, leadership and collaboration and that staff continue with a regional model.

**CARRIED UNANIMOUSLY**

In support of the direction provided by Council, staff became part of a regional working group that was formed to develop the regional code of conduct. The working group was made up of member communities in the RDOS (Summerland, Osoyoos, Keremeos, Princeton, Oliver and Penticton) and met several times, creating a draft code of conduct document that began with a review of existing approved and established codes of conduct. After review and feedback from the regional CAO group, a draft Code of Conduct Policy was provided, reviewed and then endorsed by legal counsel. The Regional District adopted this policy in September 2023.

Responsible conduct, as described by the Provincial Working Group, is founded on 4 key foundational principles described below to provide Council with a shared understanding of what responsible conduct is.

- **INTEGRITY AND OPENNESS:** Members are keepers of the public trust and must uphold the highest standards of ethical behaviour. Members are expected to act lawfully, be free from undue influence and make decisions that benefit the community. Members must conduct their duties in an open and transparent manner, except where this conflicts with their duties to protect confidential information. The following values support integrity and openness:
  - Be open and truthful in all local government dealings, while protecting confidentiality where necessary
  - Behave in a manner that promotes public confidence, including actively avoiding any perceptions of conflicts of interest, improper use of office, or unethical conduct
  - Act in the best interest of the public and community
  - Ensure actions are consistent with the shared principles, values, policies, and bylaws collectively agreed to by the council or board
  - Demonstrate the same ethical principles during both meetings that are open and closed to the public
  - Express sincerity when correcting or apologizing for any errors or mistakes made while carrying out official duties
- **RESPECT:** Members must conduct public business efficiently, with decorum and with proper attention to the local government's diversity. They must treat each other and others with respect at all times. The following values support integrity and openness:
  - Treat elected officials, staff, and the public with dignity, understanding and respect
  - Acknowledge how people's beliefs, values, ideas, and contributions add diverse perspectives
  - Create an environment of trust, including displaying awareness and sensitivity around comments and language that may be perceived as offensive or derogatory

- Refrain from any form of discriminatory conduct against another elected official, staff, or the public
- Honour the offices of local government and fulfill the obligations of Mayor/Chair and Councillor/Director dutifully
- Recognize and value the distinct roles and responsibilities of local government staff
- Call for and expect respect from the community towards elected officials and staff
- Ensure that public statements and social media posts that concern other elected officials, staff, and the public are respectful
- **ACCOUNTABILITY:** Members are trusted to act competently, diligently and responsibly. They must be held accountable for their actions and decisions. The following values support integrity and openness:
  - Be transparent about how elected officials carry out their duties and how council conducts business
  - Ensure information and decision-making processes are accessible to the public while protecting confidentiality where necessary
  - Correct any mistakes or errors in a timely and transparent manner
  - Accept and uphold that the council/board is collectively accountable for local government decisions, and that individual elected officials are responsible and accountable for their behaviour and individual decisions
  - Listen to and consider the opinions and needs of the community in all decision-making, and allow for public discourse and feedback
  - Act in accordance with the law, which includes, but is not limited to, the statutes, bylaws, and policies that govern the local government
- **LEADERSHIP AND COLLABORATION:** Members must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. Their behaviour must build and inspire the public's trust and confidence in the local government. The social fabric of communities and the wellbeing of residents depends on solid and sustainable community partnerships. Members shall seek to collaborate whenever possible and appropriate. The following values support integrity and openness:
  - Demonstrate behaviour that builds public confidence and trust in local government
  - Provide considered direction on municipal policies and support colleagues and staff to do the same
  - Educate colleagues and staff on the harmful impacts of discriminatory conduct, and take action to prevent this type of conduct from reoccurring if necessary
  - Create space for open expression by others, take responsibility for one's own actions and reactions, and accept the decisions of the majority
  - Advocate for shared decision-making and actively work with other elected officials, staff, the public, and other stakeholders to achieve common goals
  - Foster positive working relationships between elected officials, staff, and the public
  - Commit to building mutually beneficial working relationships with neighbouring First Nations to further advance reconciliation efforts
  - Positively influence others to adhere to the foundational principles of responsible conduct in all local government dealings

## Policy Components

The policy covers expected responsible conduct of elected officials, interactions with staff, volunteers and other elected officials, complaint handling, and consequences of breaching the policy. It also proposes two appointments: the Adjudicator, who will receive and conduct a preliminary assessment of complaints, and the Solicitor, who will conduct formal investigations of complaints and provide recommendations to Council.

The policy is organized into two parts, with two and five divisions respectively:

- Part One – Ethical Conduct
  - Division One – Interpretation and Application
  - Division Two – Conduct regulations
- Part Two – Investigation, Compliance and Enforcement
  - Division One – Implementation and Preliminary Steps
  - Division Two – Complaint Intake
  - Division Three – Resolution Procedures & Investigations
  - Division Four – Governing Body Decision
  - Division Five – Post – Decision Matters

Part One sets out the policy statement, scope and deals with specific regulations with respect to laws, general conduct, personal and confidential information, conflicts of interest, interactions with staff, volunteers and other members, conduct at meetings, interactions with public and media, gifts and use of public resources.

Part Two deals with preliminary steps, complaint intake, informal and formal resolution processes, remedies and potentially remuneration impacts.

## Remuneration

The Policy draws from The District of Squamish which was used a starting document and is consistent with the Province model code. Squamish elected to impose financial penalties, via Council's Remuneration and Expense Bylaw, in cases where the Solicitor finds that a member (a) breached the policy or (b) submitted a complaint that was frivolous, vexatious the Council Remuneration and Expense Bylaw us or made in bad faith. Accordingly, staff are recommending a similar approach that reflects an escalating penalty per breach, as follows:

- First breach – 10% reduction to remuneration for a period of 12 months
- Second breach – 15% reduction to remuneration for a period of 12 months
- Third and subsequent breaches – 25% reduction to remuneration for a period of 12 months.

Reductions to remuneration should not be considered lightly. The policy includes provisions for no reduction where the Solicitor finds that:

- The member took all reasonable steps to prevent the breach
- The breach was trivial or inadvertent, or
- The breach was because of an error in judgement made in good faith.

While the code of conduct does outline available remedies such as letter of reprimand, request for apology removal from committees, Council may wish to consider more stringent and escalating deterrents where

behavior has been found, by a solicitor, to be in violation and not inadvertent. The principle purpose of such penalties is to promote high standards of conduct.

### Financial implication

It is difficult to gauge what the costs may be, as it would depend on the number of complaints received and the level of complexity and investigation required. To minimize the potential cost impacts staff have proposed a number of measures (e.g. limit who can make a complaint, informal resolution processes, limited cost reimbursement) to try and ensure such costs are minimized as much as possible. Costs associated with Code of Conduct complaints will be monitored and anticipated to be captured by existing legal budget.

Given the potential complexities, costs and implications of compliance and enforcement processes, staff have sought to create a framework that ensures fairness through the exercise of care and discretion and strongly features informal resolution efforts prior to the engagement of a third party.

### Conclusion

In reviewing best practices, staff reviewed numerous codes from across the Province, consulted legal counsel and considered the model code produced by the Working Group on Responsible Conduct consisting of the Union of British Columbia Municipalities, Local Government Management Association and Provincial Ministerial representation.

The principles outlined herein were the foundation of the development of the code of conduct. As directed by Council, staff are now bringing this forward for Council review and the preceding report provides a high level summary of the Code of Conduct document contained in Attachment B.

The City's current Respectful Workplace Policy was approved by Council in 2014 which applies to both Council and staff. The proposed policy applies only to members of Council. Staff are reviewing new Workplace legislation to be introduced this spring and will implement a separate policy applicable to staff to ensure concerns specific to groups are adequately addressed.

### Attachments

Attachment A – Respectful Workplace Policy to be rescinded

Attachment B – Code of Conduct

Respectfully submitted,

Cheryl Hardisty  
Council & Executive Operations Manager

Concurrence

Director, Finance and Administration  <i>AMC</i>	City Manager  <i>SBH</i>
--	--------------------------------



# Council Policy

penticton.ca

Approval date: March 17, 2014

Resolution No.: 134/2014

**Subject: Respectful Workplace Policy**

## Purpose

This Policy will apply to the resolution of all internal informal or formal concerns/complaints brought forward regarding disrespect, harassment and/or bullying.

## Scope

The Policy applies to all City employees, the City Administrator, the Mayor and City Councillors. It also applies to contractors, visitors and other parties who attend at City of Penticton worksites or interact with City of Penticton employees during the course of their employment.

## Policy

The procedures set out within this Policy also will apply to any and all City of Penticton investigations conducted in response to related grievances and external discrimination/harassment/bullying complaints filed with WorkSafe BC, the Human Rights Tribunal or otherwise.

This includes any communication and/or conduct between internal Staff (including employees, management, and Council) and external public (including contractors, visitors and public).

If there is harassment, bullying or disrespect by an external party to a City staff member which may constitute violence in the workplace, the City would follow appropriate procedures outlined in WorkSafe BC policy and legislation.

Please find the WorkSafe BC prevention policies for your reference in the links below:

- Employer Duties - Workplace Bullying and Harassment - D3-115-2
- Worker Duties - Workplace Bullying and Harassment - D3-116-1
- Supervisor Duties - Workplace Bullying and Harassment - D3-117-2

## DEFINITIONS

### Parties

Parties are the Complainant(s) and Respondent(s) directly involved in a complaint and may include: employees (unionized and excluded), contractors and elected officials.

### **Complainants**

Complainants are those individuals making a complaint and seeking recourse in relation to this Policy.

### **Respondents**

Respondents are those individuals alleged to have violated this Policy.

### **Bystanders**

Bystanders are third parties who have witnessed behavior that, in their view, potentially constitutes a violation of this Policy. Bystanders should report their concerns in accordance with Step 2 of the Informal Processes set out below.

Bystanders are not Parties to a complaint. However, they may be interviewed as witnesses in the event there is a formal investigation into their concerns.

### **Witnesses**

Witnesses are individuals who have direct knowledge of or involvement in any matter or incident that potentially relates to a complaint brought forward or filed pursuant to this Policy.

### **Respectful Conduct**

Respectful workplace conduct incorporates courtesy, civility, consideration and compassion. It is an approach which actively respects individuals by avoiding unnecessary behaviors which would have a negative impact on them. It involves taking responsibility for one's behavior/conduct in the workplace.

A workplace disagreement or difference of opinion is not by definition disrespectful. The manner in which a disagreement is described, discussed or resolved will determine whether or not the conduct is respectful.

Examples of Disrespectful/Disruptive Conduct may include, but are not limited to behaviours that are objectively found to be:

- profane, disrespectful, intimidating, insulting, demeaning or abusive written or verbal communication or conduct: this may include verbal or non-verbal language and gestures;
- outbursts of anger;
- arguments with or between staff that take place in a "public" non-confidential area;
- critical comments about staff that are made outside the usual and confidential processes for review/feedback;
- shunning and other repeatedly "exclusive" conduct, verbal or non-verbal in nature;
- verbal, psychological or physical threats to safety;
- application of negative stereotypes or generalizations; and
- unwelcome remarks, jokes, innuendo or taunting.

Depending on the nature, extent and/or severity of the disrespectful conduct, it may also constitute discrimination, discriminatory harassment, sexual harassment, personal harassment or bullying.

### **Discrimination**

Discrimination is adverse differential treatment of an individual or group, whether intended or not, on the basis of race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or unrelated criminal conviction. Discrimination of this nature imposes burdens or

obligations on an individual or group that serves no work-related function. It is important to note that such conduct is not only a breach of this Policy; it may also be a breach of the British Columbia Human Rights Code.

### **Discriminatory Harassment**

Discriminatory harassment is a form of discrimination and also is contrary to the Human Rights Code. Discriminatory harassment is abusive, unfair, offensive, or demeaning treatment of or disrespectful/disruptive conduct towards a person or group of persons related to their race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or unrelated criminal conviction ("Protected Grounds") that a reasonable person would know or ought to know would:

- have the effect of interfering with an individual's work or participation in work-related activities; or
- create an intimidating, hostile or offensive environment for work or participation in a work-related activity.

#### *Examples of Discriminatory Harassment:*

- Teasing, joking, taunting, insulting or criticizing a person, directly or indirectly, verbally or in writing, based on his or her "Protected Ground" (as defined above, for e.g. race, gender, age, religion). This may include commentary regarding their ability to communicate "clearly", physical appearance, work style and level of intelligence.

### **Sexual Harassment**

Sexual harassment is disrespectful/disruptive conduct of a sexual nature made by a person who knows or ought reasonably to know that such conduct or comment is unwanted or unwelcome; or an expressed or implied promise of a reward for complying with a request of a sexual nature; or an expressed or implied threat of reprisal for refusal to comply with such a request; or disrespectful/disruptive conduct of a sexual nature which is intended or reasonably would be known to create an intimidating, hostile or offensive environment.

#### *Examples of Sexual Harassment may include, but are not limited to:*

- verbal or written commentary or threats of a sexual nature;
- unwelcome remarks, jokes, innuendoes or taunting of a sexual nature;
- displaying of pornographic or other offensive pictures;
- unwelcome and/or repeated sexual invitations or requests;
- leering or other inappropriate sexually oriented gestures;
- unnecessary physical contact such as: touching, patting or pinching;
- sexual assault (this may also be a criminal matter);
- negative comments that are gender-based; and
- repeated behavior that a person has objections to and is known or should reasonably be known to the offender as being unwelcome.

### **Personal Harassment**

Personal harassment is any behavior (including Disrespectful/Disruptive Conduct) by a person directed against another person that a reasonable person would know or ought to know would cause offence, humiliation or intimidation, where the conduct is not carried out in good faith and serves no legitimate work-related purpose.

#### *Examples of Personal Harassment:*



- Swearing, yelling, or making derogatory gestures or comments to or about another individual
- Engaging in embarrassing practical jokes, ridicule, or malicious gossip
- Verbal or physical threats or physical assault

## **Bullying**

Bullying is any repeated or systematic physical, verbal or psychological behavior (including Disrespectful/Disruptive Conduct) which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

## **What is Not Bullying/Harassment**

Personal harassment and/or bullying does not include social banter in the workplace that is objectively viewed as acceptable in tone and content.

Nor does it include actions occasioned through the good faith management of the employment relationship, including decisions related to hiring, selection, performance evaluations, and progressive corrective discipline, provided that such decisions are made and implemented in a manner that is respectful of those involved.

For greater clarity, operational changes in an employee's duties, job description, work space or work environment, that are implemented in accordance with the above, are not considered to be violations of this policy.

## **Methods of Communication**

Inappropriate communication that may violate this Policy may be transmitted in person, on the phone, and in writing, through email, texts, Facebook, Twitter and other social media messaging, and otherwise. Potential violations may consist of inappropriate communication made to a person and/or communication made about a person to others.

## **FAIRNESS**

Parties, Bystanders and Witnesses have a right to fair treatment in the consideration and adjudication of complaints and concerns under this policy. Fair treatment includes the right to:

- Bring forward their concerns pursuant to processes within the Policy within a timely manner
- Being informed in a timely manner of complaints made against them
- An impartial and objective consideration and evaluation of the circumstances, through informal or formal intervention
- Confidentiality to the extent possible in the circumstances, including the avoidance of gossip, rumors and speculation by any Party or Witness
- Protection to any Party or Witness from retaliation for participation in processes under this Policy
- Being effectively informed of the outcome of any formal intervention
- Union representation for unionized staff
- Other representation for excluded staff

## **CONFIDENTIALITY**

All Bystanders, Witnesses and Parties involved in a complaint or in the informal/formal resolution of a complaint, are expected to keep matters related to a complaint confidential. This includes managers and supervisors who are privy to the complaint or complaint resolution process.

An established breach of confidentiality regarding a complaint or complaint resolution process shall be considered an independent violation of the Policy (regardless of the merits or conclusions regarding the complaint) and shall result in discipline.

Any allegation or complaint under this Policy will be considered personal information supplied in confidence for the purpose of Sections 22(2) (f) of the Freedom of Information and Protection of Privacy Act. The names of those involved in the complaint shall not be disclosed to any person except where necessary for the purpose of fairly investigating and determining the outcome of the complaint.

The substance of investigative reports and the substance of meetings held by those in authority to make decisions in relation to a complaint, regardless of whether it is substantiated, will be protected from disclosure to third parties in accordance with Section 40 of the Act.

## **COMPLAINT RESOLUTION PROCESS**

Complainants are encouraged to resolve complaints/concerns with others as soon as they arise, using the informal process set out below, unless attempting resolution with such others would be clearly inappropriate in all of the circumstances.

Without limiting its application, the informal resolution process is commonly used in circumstances where the alleged concern/conduct appears to be: (a) non-repetitive (a "one-off" discussion/interaction); and (b) relatively minor in severity or seriousness, considering its content, potential impact on the individual and/or the safety/health of the overall organization.

Although the Complainant may indicate that he/she prefers the informal process, the City of Penticton may at any time exercise its discretion to initiate a formal process based upon its overall review of the circumstances.

### **Informal Processes**

#### **Step 1 – Resolution (Informal Conversation)**

Wherever reasonable, a Complainant should address the person with whom he/she is having difficulty (the "Respondent") in a direct and discreet (confidential) manner as soon as possible following the incident.

If the Complainant is not comfortable taking this step, or if the Complainant has done so without success, then the Complainant should proceed to the next step.

#### **Step 2 – Resolution (Manager/Designate Involvement)**

The Complainant or a Bystander should approach his/her supervisor or manager with his/her concerns including particular examples of inappropriate statements or verbal or non-verbal behaviors by the Respondent(s), dates, times, witnesses and as much detail as possible. This should be done as soon as reasonably possible following the incidents/behaviors. The supervisor/manager in receipt of a complaint/concern should contact Human Resources.

If the Complainant or Bystander is uncomfortable approaching any of these Individuals, or if the Individuals are the Respondents or if the Individuals are perceived by the Complainant to be part of the "problem", then the Complainant or Bystander can speak to Human Resources.

Human Resources should review the concern and where appropriate directly or indirectly facilitate a resolution of the concern in a manner that is considered most effective and reasonable considering all of the circumstances.

Interventions by managers and/or Human Resources may include one or more of the following possibilities (or other similar interventions):

- Meeting separately with each person involved in the concern to discuss and investigate the situation;
- Meeting together with the persons involved to facilitate a discussion aimed at understanding and resolving the issue in a practical, non-punitive manner or mediating a solution that works for all Parties;
- Coaching one or more of the Parties (verbally or in writing) on workplace expectations regarding appropriate workplace behavior or performance;
- Recommending or applying progressive discipline when warranted i.e. based on the findings and severity of the misconduct found;
- Engaging the support of Human Resources to assist with Step 2 processes; or
- Engaging an external third party facilitator or mediator to work with the Parties and others involved to achieve a confidential, practical and mutually agreeable resolution to outstanding concerns without making findings against any Party ("Mediation").

The above noted intervention/ preliminary investigation should be completed on or before 30 days after the final meeting. The time-lines will be reasonably extended at the request of the lead investigator based on a number of factors, including extenuating circumstances or complexities surrounding a particular investigation/intervention.

If, at the outset of or at any time during the Step 2 process, the individual who receives the reported complaint/concern concludes that a formal investigation is warranted, given the parties involved and/or severity of the behaviors alleged in the complaint, including their potential physical or psychological impact on the Complainant or other employees, then the matter should be immediately referred to Step 3 of the Policy for investigation and resolution.

### Formal Processes

#### **Step 3 – Investigation**

The formal process involves a formal objective Investigation of a written complaint/concern that has been brought forward to the City of Penticton (the "Complaint").

Once the Complaint has been received by the immediate supervisor, manager or Human Resources, the Complainant will be asked to complete a formal complaint form. This form seeks the following details:

- Complainant's name and position;
- Name and position(s) of the Respondents;
- The address or location where the incident(s) occurred;
- A detailed summary of all of the specific incidents or examples of behavior that have led to the filing of the complaint;
- The date(s) and time of each incident;
- The names of the individual(s) alleged to have engaged in the unacceptable conduct;
- The details of the complaints – that is, the specifics of what was said or done to the Complainant to have triggered the complaint;
- The identity of any potential Witnesses;
- The impact of the behavior on the Complainant; and
- Any steps taken, through Steps 1 or 2 of the Policy, to address the Complaint and the outcome of those processes.

The Complainant must sign and date the complaint and send to the designated individuals set out above by either:

- envelope marked "Confidential" or
- scanning the signed Complaint and sending it via email indicating "Confidential"

The filing of a formal Complaint does not mean that a formal Investigation will be automatically conducted. The manner in which a Complaint is resolved will be determined by the City of Penticton, following consultation with the parties, and will depend on a number of factors, including the nature, extent and severity of allegations brought forward by the Complainant and the history of circumstances leading up to the filing of the formal Complaint.

Following this review, the individual(s) who receives the Complaint may take one of the following steps:

- Refer the matter back to Step 2 to resolve the matter through informal processes; or
- Assign an internal or external Investigator to conduct a formal investigation of the Complaint.

### **Appointment of Investigator**

Factors that will be considered in determining whether to retain an Internal or External Investigator may include: the overall complexity of the facts/law related to the Complaint; the parties to the Complaint, the anticipated length of time necessary to conduct the Investigation; the potential severity of the outcome(s) of the Investigation in relation to the Respondent(s) should the Complaint be substantiated; and any other relevant circumstances.

Formal investigations in response to complaints filed against the City Manager, Mayor or City Councillors shall be conducted by external investigators.

Internal Investigators shall have sufficient prior experience and/or training in conducting workplace Investigations and shall have no previous involvement in the facts/circumstances giving rise to the Complaint.

### **Time Limits**

The time limit for making a formal Complaint is six months from the date of the last incident. This is consistent with the time limits noted in the BC Human Rights Code. This may be extended, by written request, up to one year following the incident in accordance with WorkSafe BC requirements.

### **Interim Measures**

It may be necessary to take interim measures, such as transfers/leaves/restrictions regarding contact or communication between the parties while a Complaint is being investigated. Such measures will be precautionary, not disciplinary.

### **Mediation during the Formal Process**

Where appropriate, Mediation is available to Parties to try to resolve the Complaint at any point during the process. Any ongoing Investigation will be suspended during Mediation and will resume if Mediation is unsuccessful.

Unless explicitly agreed to by the parties in writing, the Investigator shall not act as the Mediator and shall have no communication with the Mediator regarding the Complaint at any time.

### **Withdrawal of a Formal Complaint**

At any time during the course of an Investigation of a formal complaint, the Complainant may choose to withdraw his or her complaint without penalty so long as the complaint was filed in good faith. In such circumstances, there should be no indication of the Complaint in the personnel files of the Complainant or Respondent.

### **The Investigation Process and Role of the Investigator**

The investigator will take a reasonable amount of time to conduct the Investigation to interview the Parties and relevant Witnesses and obtain and review any potentially relevant documents.

The investigator will prepare a Report of Investigation outlining his/her findings and conclusions and submit the report to Human Resources.

The findings and conclusions may relate to both the conduct at issue and the medical/emotional/financial impact of the conduct on those involved.

The investigator may include recommendations in the Report, where applicable and if requested by the City of Penticton.

Human Resources will advise both the Complainant and Respondent of the findings and conclusions of the Investigation and any recommendations related to their conduct, through a written summary of the report. Other parties involved in the complaint (witnesses and others) will be advised that the Investigation has been concluded (without being provided any further information).

### **Appeals**

Within 15 days of receiving a summary of the Investigative Report, either Party may file an appeal with the City Manager or his/her designate.

The appeal shall be based upon and restricted to perceived, specific flaws or errors related to the investigative process. The appeal shall not constitute an avenue in which to "re-investigate" the merits of the complaint.

The City Manager or his/her designate shall review the Investigative Report to evaluate the fairness of the process.

If the City Manager and/or his designate has any concerns with the investigative process, he/she may at his/her sole discretion: (a) remit the matter back to the Investigator, with specific questions/areas of clarification; or (b) refer the complaint to a new Investigator, depending on the nature and extent of procedural concerns as determined by the City Manager and/or his designate.

The decision of the City Manager or his/her designate is final.

## **OUTCOMES**

### **General Outcomes**

Once the Appeal period has expired or the Appeal has concluded, the City of Penticton will inform the Complainant and Respondent of its final implementation plan based upon the Investigative Report.

Part of the implementation plan may include processes similar to those set out in Step 2, in order to help rebuild/repair the relationships.

Outcomes that may be included in the implementation plan include one or more of the following:

- Oral and/or written apology from the Respondent(s);
- Adjustments to the workplace environment;
- Adjustment to leave entitlements (e.g. sick leave/vacation banks)
- EAP referrals;
- Coaching of Expectations – Verbal or in Writing;

- Medical Assessment referrals;
- Training;
- Transfers to a different shift/department; and/or
- Institution of formal discipline and disciplinary processes, up to and including suspension/termination for employees and suspension/removal from premises for contractors.
- Mediation

Significant discipline (including termination of employment and/or removal from premises) may arise even after one incident if such action is warranted based on the severity of the findings/conclusions of the Investigation. Otherwise, progressive discipline/action shall be implemented.

The Complainant and Respondent will only receive information relevant to their role in the final implementation plan; they will not be privy to recommendations related to the other Party.

### **Outcomes for Employees/Management**

Management will determine and implement specific consequences and remedies that are reflective of and relevant to the Investigative findings/conclusions within a reasonable period of time after receipt of the Report of Investigation.

Disciplinary processes will be implemented in accordance with any relevant collective agreements or employment contracts.

### **Outcomes for Contractors**

In the event that the Respondent is a contractor, the City of Penticton will consult with the appropriate personnel within the external agency to determine the appropriate remedy.

### **Appeals of Outcomes/Discipline**

Any Party who disagrees with the nature/extent of action or disciplinary action imposed as a result of the Investigation should access the usual grievance/appeal processes set out in the relevant collective agreement or contract.

### **Other Important Points**

#### **Malicious/Vexatious/Frivolous Complaints or Misuse of the Policy**

In circumstances where a complaint is found to have been made in bad faith or determined to be vexatious, frivolous or a general misuse of the Policy, the Complainant may face similar outcomes as a Respondent as set out above (i.e. interventions ranging from coaching to formal disciplinary intervention).

This section of the Policy may apply to filed Complaints as well as any circumstances in which individuals repeatedly threaten to file Complaints against others in order to achieve similar ends.

A Complaint (or "threatened" Complaint) will be deemed to have been made in bad faith when, considering all of the circumstances surrounding the Complaint including its timing and context, the Complaint was found to have been made solely in an attempt to:

- Influence, resist or overturn decisions related to the Complainant's employment;
- intimidate, threaten or cause trouble to the Respondent;
- create a hostile or intimidating workplace environment for others, including the Respondent; or
- create a potential personal benefit or entitlement to the Complainant.

Misuse of the Policy may include unreasonable, repetitive filing of Complaints or concerns that are consistently found to be unsubstantiated.

In circumstances where a complaint has been found to be malicious, vexatious or a misuse of the Policy, the Respondent may be awarded the same remedies as those available to Complainants as set out above.

#### **Unsubstantiated Complaints**

If the investigator finds insufficient evidence to support the Complainant's allegations and finds that there has been no misuse of the Policy or bad faith in filing the complaint, no action will be taken in relation to the Complaint. There will be no record of the Complaint on the Respondent's file.



### **Consequences of Retaliation**

Any established retaliation against any Party, Bystander or Witness involved in an informal or formal resolution process shall be considered an independent violation of the Policy (regardless of the merits or outcome of the initial concern or Complaint) and shall result in significant discipline commensurate with the severity of the conduct.

### **Multiple Proceedings**

This policy is in addition to and not in substitution for any rights an individual may have to pursue action, whether under collective agreements, policies or any applicable legislation, including human rights legislation.

If at any time a staff member elects to initiate other legal proceedings or if the staff member takes any steps outside of those contemplated under this policy, the City of Penticton may consider discontinuing or suspending any procedures taken under this policy as a result of the complaint (depending on a consideration of all of the circumstances).

Potentially criminal behavior such as assault, sexual assault, significant threats, or attempts at extortion shall be directly referred to the police by the City of Penticton upon receipt of a complaint of this nature.

### **Previous revisions**

Workplace Harassment Policy (Rescinded)

Approval

A handwritten signature in black ink, appearing to be 'G. Litke', written over a horizontal line.

Garry Litke, Mayor

# Regional District of Okanagan-Similkameen

## Elected Official Code of Conduct Policy

---

### TABLE OF CONTENTS

PART ONE – ETHICAL CONDUCT .....	3
Division 1 – Interpretation and Application.....	3
Policy Statement .....	3
Scope.....	3
Definitions .....	4
Interpretation .....	4
Foundational Principles.....	4
Division 2 – Conduct Regulations.....	5
Comply with all Laws.....	5
General Conduct .....	5
Handling of Personal and Confidential Information .....	6
Conflict of Interest .....	6
Interactions with Staff, Volunteers, and Other Members .....	7
Conduct of Meetings.....	8
Interactions with the Public and Media.....	8
Gifts .....	8
Use of Public Resources .....	9
PART TWO – INVESTIGATION, COMPLIANCE & ENFORCEMENT .....	9
Division 1 – Implementation and Preliminary Steps.....	9
Implementation .....	9
Preliminary Steps .....	10
Division 2 – Complaint Intake .....	10
Complaint Procedure .....	10
Preliminary Assessment.....	11
Criminal Conduct.....	12
Disqualification Proceedings.....	12
Division 3 – Resolution Procedures & Investigations .....	13
Informal Resolution .....	13

Referral to Solicitor .....	13
Formal Resolution .....	14
Confidentiality .....	14
Adjudication and Reporting .....	15
Obstruction .....	16
Division 4 – Governing Body Decision.....	16
Final Determination .....	16
Remedies.....	17
Division 5 – Post- Decision Matters .....	18
Remuneration .....	18
Reimbursement of Costs.....	19
Frivolous and Vexatious Complaints.....	19

**POLICY:** Elected Official Code of Conduct

**AUTHORITY:** Board Resolution dated September 7, 2023.

## PART ONE – ETHICAL CONDUCT

### Division 1 – Interpretation and Application

#### Policy Statement

- 1 (1) This Code of Conduct policy is intended to guide elected officials in conducting their business in accordance with the guiding principles of integrity, transparency, accountability, civility, openness, respect, leadership and collaboration.
- (2) This policy is intended not to stifle Members or to limit their ability to fully perform the governmental and advocacy functions that their position entails, with all the vigour, flair and freedom that is typical of a well-functioning democratic institution, but instead to guide Members to undertake those functions in a manner that accords with sound ethical principles.
- (3) This policy does not cover every possible situation that a Member, Committee Member, Governing Body or committee may face. It is therefore important that Members make every effort to align their actions with the spirit and intent of this Code of Conduct.

#### Scope

- 2 (1) This policy, after its adoption by each local government, applies to the Governing Body of the following jurisdictions:
  - (a) the Regional District of Okanagan-Similkameen; and
  - (b) participating member municipalities.
- (2) This policy applies to all Members, inclusive of their actions in their capacity as members of various boards, committees, and other discretionary appointments.
- (3) The provisions of this policy apply without limitation to a Member's use of personal and professional social media accounts.
- (4) Unless otherwise provided, this policy does not apply to a Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in local governance.

## Definitions

### 3 (1) In this policy:

**“Adjudicator”** means an independent third party appointed by the Regional District who has the necessary professional skills, knowledge and experience to perform intake and preliminary assessment of a complaint;

**“Campaign Period”** means the period between the last day of the nomination period for local government elected officials and the election day;

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

**“Governing Body”** means the Council or Board of Directors of a local government that has adopted this policy;

**“Member”** means the Mayor and Councillors of a local government or the Chair and Board members of the Regional District of Okanagan-Similkameen;

**“Solicitor”** means an independent third party appointed by the Regional District who has the necessary professional skills, knowledge and experience to formally investigate a complaint;

**“Staff”** means an officer or employee of a local government, but does not include contractors; and

**“Volunteer”** means a person engaged by the local government who, without compensation, offers their time, skills or services to the local government.

## Interpretation

### 4 (1) This policy is to be interpreted broadly and in a manner that is consistent with the *Community Charter* and *Local Government Act*.

(2) The foundational principles in section 5 are to inform the interpretation of the substantive provisions of this policy and are not stand-alone bases for complaints.

(3) Nothing in this policy is intended to preclude Members, prior to the filing of a complaint, from speaking to each other in order to resolve matters which may otherwise be captured by this policy.

## Foundational Principles

### 5 Responsible conduct is essential to providing good governance. Members recognize that responsible conduct is based upon the foundational principles of integrity, accountability, leadership, respect, openness and collaboration:

- (a) Integrity: Members are keepers of the public trust and must uphold the highest standards of ethical behaviour. Members are expected to act lawfully, be free from undue influence and make decisions that benefit the community.
- (b) Accountability: Members are trusted to act competently, diligently and responsibly. They must be held accountable for their actions and decisions.
- (c) Leadership: Members must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. Their behaviour must build and inspire the public's trust and confidence in the local government.
- (d) Respect: Members must conduct public business efficiently, with decorum and with proper attention to the local government's diversity. They must treat each other and others with respect at all times.
- (e) Openness: Members must conduct their duties in an open and transparent manner, except where this conflicts with their duties to protect confidential information.
- (f) Collaboration: The social fabric of communities and the wellbeing of residents depends on solid and sustainable community partnerships. Members shall seek to collaborate whenever possible and appropriate.

## Division 2 – Conduct Regulations

### Comply with all Laws

- 6** Members shall comply with all applicable federal, provincial and municipal laws in the performance of their public duties, including but not limited to:
- (a) the *Local Government Act*;
  - (b) the *Community Charter*;
  - (c) FIPPA;
  - (d) the *Financial Disclosure Act*; and
  - (e) all bylaws and policies of the local government.

### General Conduct

- 7** (1) Members shall not engage with others, including the public, Staff, Volunteers, and other Members, in a manner that is bullying, abusive, derogatory, or intimidating.
- (2) Members shall not use their office to attempt to gain personal or financial benefits for themselves, their family members, their friends, or business interests.

### Handling of Personal and Confidential Information

- 8** (1) Members shall collect, use and disclose personal information in accordance with FIPPA and the policies and guidelines as established by the local government, including:
- (a) the local government's Records Management Policy; and
  - (b) the local government's Freedom of Information and Protection of Privacy Bylaw, if applicable.
- (2) Members shall keep information and records prohibited from release under section 117 of the *Community Charter* in strict confidence.
- (3) Without limiting the generality of subsection (2), Members shall not disclose:
- (a) information or records concerning the property, personnel, legal affairs, or other information of the local government distributed for the purposes of, or considered in, a closed meeting;
  - (b) resolutions or Staff report contents from a closed meeting of the Governing Body unless and until a Governing Body decision has been made for the information to become public; or
  - (c) details on the Governing Body's closed meeting deliberations or how individual Members voted on a question in a closed meeting.
- (4) Members shall not use confidential information to advance, directly or indirectly, their own personal, financial, or other private interests.

### Conflict of Interest

- 9** (1) Members shall not participate in discussion of a matter, or vote on a question in respect of that matter, if the Member has a conflict of interest.
- (2) In respect of each matter before the Governing Body or Committee, Members shall:
- (a) assess whether they have a conflict of interest; and
  - (b) determine whether it is necessary to seek independent legal advice at their own cost, except where the CAO approves the cost, with respect to any situation that may result in a conflict of interest.
- (3) If a Member believes that they have a conflict of interest in respect of a matter in a Governing Body or committee meeting, the Member shall:

- (a) prior to the matter's consideration, notify the Mayor or Chair of the meeting that they have a conflict of interest, stating in general terms why they consider that to be the case;
- (b) leave any meeting if the matter is discussed and not return until the discussion has ended or voting has been concluded;
- (c) refrain from discussing the matter with any other Member publicly or privately; and
- (d) refrain from attempting in any way to influence the voting on any question in respect of the matter.

### Interactions with Staff, Volunteers, and Other Members

#### **10** (1) Members shall:

- (a) direct questions and inquiries regarding departmental issues to the CAO; and
- (b) refrain from contacting Staff directly, unless the communication is minor and for the purpose of seeking administrative clarity.

#### (2) Members shall not:

- (a) interfere with, hinder or obstruct Staff, Volunteers, or other Members in the exercise or performance of their roles, responsibilities, powers, duties or functions;
- (b) impair the ability of officers or Staff to implement the Governing Body's policy decisions;
- (c) request or require Staff to:
  - i. undertake personal or private work for or on behalf of a Member; or
  - ii. engage in political activities, or subject them to reprisal of any kind for refusing to engage in such activities;
- (d) induce, request encourage, aid, or permit Staff, directly or indirectly, to do something which, if done by the Member, would be a breach of this policy;
- (e) issue instructions to or otherwise communicate with any of the local government's contractors, tenderers, consultants or other service providers unless expressly authorized to do so by the CAO or a resolution of the Governing Body; or



- (f) communicate, except in a meeting, with a tenderer or proponent regarding the subject matter of the procurement.

### Conduct of Meetings

- 11** (1) Members shall conduct themselves with decorum at meetings. This includes:
- (a) complying with all conduct provisions set out in the local government's Procedure Bylaw;
  - (b) adequately preparing for meetings;
  - (c) using respectful language;
  - (d) not using offensive gestures or signs;
  - (e) listening courteously and attentively to all discussions before the Governing Body, and focusing on the business at hand;
  - (f) not making comments not germane to the business of the Governing Body;
  - (g) not interrupting other speakers, except to raise a point of order;
  - (h) not leaving the meeting or making any disturbance while a vote is being taken and until a vote is declared; and
  - (i) not otherwise interfering with the orderly conduct of a meeting.

### Interactions with the Public and Media

- 12** (1) In an effort to promote respect and integrity for the Governing Body's decision-making, Members shall not misrepresent the decisions of the Governing Body or Committee, even if they disagree with the majority decision.
- (2) Members shall refrain from making any disparaging comments about other Members.
- (3) When presenting their individual opinions and positions, Members shall explicitly state that it is their own personal view and that they do not represent the Governing Body, the Committee, or the local government in those views.

### Gifts

- 13** (1) Members shall not accept a gift or personal benefit, except in accordance with section 105 of the *Community Charter*.

- (2) Members shall disclose a gift or personal benefit, received in accordance with section 105 of the *Community Charter*, as per section 106 of the *Community Charter*.

#### Use of Public Resources

- 14** (1) Members shall not use any local government property or assets, or any other public resources such as Staff time, equipment, technology, supplies, facilities or other property, for private gain, personal purposes or election-related purposes.
- (2) Members shall not undertake municipal election campaign related activities at the local government's office or on other premises owned by the local government during regular working hours, unless such activities are organized by the local government.
- (3) A Member shall not participate in any local government events requiring them to perform official ceremonial duties during the Campaign Period, unless authorized by a resolution of the Governing Body.
- (4) During the Campaign Period, a Member shall not:
- (a) deliver local government funded campaign materials;
  - (b) conduct open houses funded by the local government;
  - (c) distribute mass e-mails from the Member's local government email address, unless the communication arises from an emergency or the communication is authorized by the CAO; or
  - (d) use devices issued by the local government for campaign-related purposes.

## PART TWO – INVESTIGATION, COMPLIANCE & ENFORCEMENT

### Division 1 – Implementation and Preliminary Steps

#### Implementation

- 15** (1) As an expression of the standards of conduct for Members, this policy is intended to be self-enforcing.
- (2) This policy becomes most effective when Members are thoroughly familiar with it and embrace its provisions. For this reason, this policy shall be provided as information to candidates for a Governing Body or Committee.

### Preliminary Steps

- 16** (1) If a Member believes that they have observed another Member engaging in conduct that would breach this policy, they must attempt to resolve the complaint directly with the other individual, if possible, prior to submitting a complaint under section 17.

## Division 2 – Complaint Intake

### Complaint Procedure

- 17** (1) Subject to section 16, a Member, Staff member or Volunteer may submit a complaint to the Corporate Officer, who will forward the complaint to the Adjudicator and copy the CAO.

(2) A complaint must be in writing, must be submitted within 60 days of the alleged breach, and must include, with sufficient detail:

- (a) the name of the complainant;
  - (b) the name of the respondent Member(s);
  - (c) the conduct that the complainant alleges was in breach of the Code;
  - (d) the date of the alleged conduct;
  - (e) the parts of the Code the alleged conduct breached;
  - (f) the basis for the complainant's knowledge of the conduct; and
  - (g) if a complaint is submitted by a Member, whether the Member attempted to resolve the complaint informally under section 16.
- (3) A complaint may be accepted notwithstanding that it does not comply with all of the requirements of subsection (2), if the Adjudicator determines that there has been substantial compliance or if the circumstances otherwise warrant acceptance.
- (4) A complaint submitted outside the time limits set out in subsection (2) must be rejected, except that the Adjudicator may grant an extension of no more than 30 further days if the circumstances of the complaint are sufficiently serious.
- (5) In an election year, complaints submitted from the first day of the nomination period to the general voting day must be accepted and held in abeyance until after the new Governing Body has taken office. At that time, complaints shall only proceed if they relate to a Member who was re-elected in that election year. For certainty, if the Member who is the subject of the complaint is not re-elected, the complaint must be rejected.

### Preliminary Assessment

**18** (1) On receipt of a complaint, the Adjudicator shall conduct a preliminary assessment or forward the complaint to the Governing Body's Solicitor to conduct the preliminary assessment. If the Adjudicator determines that any of the following circumstances apply, they must notify the complainant and respondent Member in writing that the complaint will be closed, stating the reasons for the closure:

- (a) the complaint is not with respect to a breach of this policy;
- (b) the complaint is frivolous, vexatious, or not made in good faith;
- (c) the complaint would be more appropriately addressed through another process;
- (d) the complaint was not in compliance with section 17, and the respondent Member will be prejudiced by the complainant's failure to comply;
- (e) the complaint concerns the same subject matter as a previous complaint that has already been accepted under this section, and it is not necessary to expand that original complaint or add the new complainant;
- (f) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
- (g) the complaint was submitted by a Member, and the Member ought to have first attempted to resolve the complaint informally under section 16; or
- (h) there are no possible grounds on which to conclude that a violation of this policy has occurred.

(2) In completing the preliminary assessment, the Adjudicator may request further information from the complainant before determining whether there are sufficient grounds to believe that a breach of this policy may have occurred.

(3) Once a complaint is accepted under subsection (1),

- (a) the Adjudicator must refer the complaint to the Solicitor, if not already referred under subsection (1), for a determination under subsection (b); and
- (b) the Solicitor must then determine whether the complaint requires a formal investigation or whether the complaint may be resolved informally.

- (4) If the Solicitor receives multiple complaints concerning the same matter, the Solicitor must proceed with the first complaint accepted, but may expand the complaint and/or add complainants for the purpose of seeking resolution of the complaint.

### Criminal Conduct

- 19** (1) If, at any stage in the complaint procedure, the Adjudicator or Solicitor determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code*, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must immediately refer the matter to the appropriate authorities and suspend any investigation into the complaint until any resulting police investigation and charge have been finally disposed of, and shall report the suspension to the Governing Body, the complainant, and the respondent Member.
- (2) For certainty, a complaint must be suspended while the respondent is on a mandatory leave of absence under section 109.3(1) of the *Community Charter*, and may be re-commenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the *Community Charter*.

### Disqualification Proceedings

- 20** (1) If, at any stage in the complaint procedure, the Adjudicator or Solicitor determines that:
- (a) the subject-matter of the complaint is being addressed in a disqualification proceeding commenced under section 111 of the *Community Charter*; or
  - (b) the complainant could commence a disqualification proceeding under section 111 of the *Community Charter* in relation to the matter that is the subject of the complaint

the complaint must immediately be suspended until the proceeding under subsection (a) has concluded or the time-period within which the complainant could commence a proceeding under subsection (b) has expired.

- (2) The Adjudicator or Solicitor that has suspended a complaint under subsection (1) may, if
- (a) the Member who is subject to the complaint has not been disqualified from office by the British Columbia Supreme Court; and
  - (b) it would be in the public interest to do so,

re-commence the complaint upon the conclusion of a disqualification proceeding or the time-period within which a disqualification proceeding could be filed has expired.

## Division 3 – Resolution Procedures & Investigations

### Informal Resolution

- 21** (1) Where the Solicitor has determined that the complaint may be resolved informally, the Solicitor may, at their discretion, either attempt to resolve the complaint directly, or refer the complaint to:
- (a) the Mayor or Chair, if the complaint is made by a Member, unless the complaint is against the Mayor or Chair in which case the complaint will be referred to the Acting Mayor or Acting Chair; or
  - (b) the CAO, if the complaint is made by a Staff member.
- (2) When determining whether the complaint may be resolved informally, the Solicitor may consider culturally appropriate or transformative or restorative justice approaches, and may engage a third-party mediator or facilitator to assist for this purpose.
- (3) Where the Solicitor has referred the complaint in subsection (1), the Mayor, Chair or CAO, as the case may be, may agree to assist in resolving the complaint directly, or may appoint a third party to assist in resolving the complaint at their discretion.
- (4) The person assisting in the informal resolution of a complaint shall assess the suitability for settlement or resolution on an ongoing basis and may decline to assist at any point.
- (5) The complainant or respondent Member may decline to participate in an informal resolution at any time.
- (6) If the complaint is resolved informally by someone other than the Solicitor, the person assisting in resolving the complaint must notify the Solicitor in writing of the terms of the resolution, upon receipt of which, the Solicitor must close the complaint.
- (7) If the person assisting in the informal resolution of a complaint declines to assist, the complainant or respondent Member declines to participate, or 30 days has passed since the determination in section 18(3) was made by the Solicitor to resolve the complaint informally, then the complaint shall be referred in accordance with section 22.

### Referral to Solicitor

- 22** (1) If the Adjudicator determines that the complaint requires a formal investigation under section 18(3), or in the event that informal resolution is unsuccessful, they shall refer the complaint to the Solicitor to conduct an investigation and notify the complainant and respondent Member of the referral.

(2) The Solicitor shall, at all times during an investigation, have all of the same powers to dismiss a complaint on a preliminary basis as set out in section 18.

(3) A Solicitor, once retained, may only be dismissed for cause.

#### Formal Resolution

- 23** (1) Once retained, the Solicitor shall deliver the complaint to the respondent Member, along with a request that the respondent provide a written response to the complaint, together with any submissions that the respondent chooses to make, within 10 days, subject to the Solicitor's discretion to reasonably extend the timeline.
- (2) The Solicitor may, at their discretion, deliver the respondent Member's written response and submissions to the complainant and request a reply in writing within 10 days, subject to the Solicitor's discretion to reasonably extend the timeline.
- (3) The Solicitor may:
- (a) speak to anyone relevant to the complaint;
  - (b) request disclosure of documents relevant to the complaint, including closed meeting minutes; and
  - (c) access any record in the custody or control of the local government, within the meaning of FIPPA, with the exception of records subject to solicitor-client privilege.
- (4) The Solicitor has discretion to conduct the investigation as they see fit, but must ensure that the investigation complies with the rules of procedural fairness and natural justice required in the circumstances of the complaint.

#### Confidentiality

- 24** (1) The Adjudicator and Solicitor must make all reasonable efforts to process and investigate complaints in a confidential manner.
- (2) The Solicitor and every person acting under the Solicitor's instructions must preserve confidentiality with respect to all matters that come into the Solicitor's knowledge in the course of any investigation or complaint, except as otherwise required by law.
- (3) Members must make all reasonable efforts to keep complaints under this policy, at any stage, confidential, except as otherwise provided in this policy.

## Adjudication and Reporting

- 25** (1) The Solicitor must conclude the investigation and make a determination regarding the alleged breach within 90 days of referral under section 22, unless the Solicitor determines that doing so is not practicable, in which case the Solicitor must notify the complainant and respondent Member of the delay and provide a revised decision date. The revised decision date may be extended by periods of up to 30 days at a time on provision of written notice to the complainant and respondent Member.
- (2) If, after reviewing all the material information, the Solicitor determines that the Member did not violate this Policy, then the Solicitor shall:
- (a) prepare a written investigation report providing reasons for their determination, which shall include a determination of whether the complaint was submitted frivolously, vexatiously, or in bad faith;
  - (b) deliver a summary of the investigation report to the complainant; and
  - (c) deliver a copy of the investigation report to the respondent Member and to the Governing Body.
- (3) If, after reviewing all the material information, the Solicitor determines that the Member did violate this Policy, then the Solicitor shall:
- (a) prepare a written investigation report providing reasons for their determination, which must include:
    - i. a summary of the factual findings of the Solicitor;
    - ii. an application of this policy, and any other applicable law, to the facts;
    - iii. a recommendation of the appropriate sanction, subject to subsection (iv); and
    - iv. if applicable, a determination of whether the respondent Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent, or due to an error in judgment made in good faith, in which case the Solicitor may recommend that no sanction be imposed;
  - (b) notify the complainant that the investigation is complete and inform them that the investigation report, or a summary thereof, will be subsequently released by the Governing Body in accordance with section 27(4);



- (c) deliver a copy of the investigation report to the respondent Member; and
  - (d) 48 hours after the delivery of the investigation report to the respondent Member, deliver a copy of the investigation report to the Governing Body.
- (4) The Solicitor may choose to distribute the investigation report to the Governing Body under this section through the Corporate Officer.

#### Obstruction

- 26** (1) No Member, Staff member or Volunteer shall interfere with or otherwise obstruct the Adjudicator or Solicitor in relation to the administration of this policy or the investigation of a complaint. Without limitation, the following shall constitute obstruction:
- (a) uttering of threats or reprisal against any person involved in the complaint;
  - (b) destruction of relevant records or documents; and
  - (c) refusal to cooperate with the Solicitor.
- (2) A person who is found to have obstructed the Adjudicator or Solicitor will be subject to appropriate disciplinary action, which may include, but is not limited to:
- (a) sanctions and remedies described in section 28;
  - (b) termination of employment for just cause; or
  - (c) prohibition against filing a complaint under this policy for a specified and reasonable period of time.

### Division 4 – Governing Body Decision

#### Final Determination

- 27** (1) The Governing Body must, within 30 days of the Solicitor's delivery of the investigation report, or a longer period if approved by a 2/3 vote of the Governing Body, decide on the appropriate measures, if any, that are warranted by a breach of this policy.
- (2) Prior to making any decision regarding the findings and recommendations set out in the investigation report, the respondent Member must be provided with an opportunity, in person and in writing, to comment to the Governing Body on the Solicitor's determinations and recommendations.
- (3) While an investigation report may be considered in a closed meeting, if the circumstances warrant and there is a valid reason to close the meeting under section

90 of the *Community Charter*, when the Governing Body deliberates and votes on the Solicitor's recommendation, it will generally do so in an open meeting.

- (4) Within 30 days of receiving the investigation report under section 25, the Governing Body must, subject to the local government's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of the Governing Body's decision if applicable.

## Remedies

**28** (1) Remedies that may be imposed by the Governing Body for a violation of this policy include the following:

- (a) a letter of reprimand from the Governing Body, addressed to the respondent Member;
- (b) a request from the Governing Body that the respondent Member issue a letter of apology;
- (c) the publication of the letters contemplated in subsections (a) and (b), along with the respondent Member's response, if any;
- (d) directions to the CAO regarding the method of providing documents that contain confidential information to the respondent Member;
- (e) a recommendation that the respondent Member:
  - i. attend specific training or counselling;
  - ii. complete a specified number of volunteer hours; or
  - iii. make a charitable donation of a specified or unspecified amount to a particular charity;
- (f) limitations on access to certain local government facilities;
- (g) prohibition from representing the local government at events and/or attending conferences;
- (h) suspension or removal of the respondent Member from the Acting Mayor or Acting Chair rotation;
- (i) public censure of the respondent Member;
- (j) removal of the Member's appointment to the committee; or

- (k) any other sanction recommended by the Solicitor, so long as that sanction is within the authority of the Governing Body.

(2) The Governing Body must consider the following factors when determining whether to impose a sanction on a Member:

- (a) the degree and nature of the conduct;
- (b) whether the contravention was a single or repeated act;
- (c) whether the Member knowingly contravened this policy;
- (d) whether the Member took steps to mitigate or remedy the contravention;
- (e) the Member's history of other contraventions; and
- (f) if applicable, the Solicitor's finding that the respondent Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.

## Division 5 – Post- Decision Matters

### Remuneration

**29** (1) Where the Solicitor finds that a Member:

- (a) breached this policy; or
- (b) submitted a complaint that was frivolous, vexatious, or made in bad faith,

the remuneration to which that Member would otherwise have been entitled shall be reduced in accordance with the local government's remuneration bylaw or policy, as amended from time to time.

(2) Notwithstanding subsection (1), the remuneration of a Member shall not be reduced if the Solicitor makes a finding that:

- (a) the Member took all reasonable steps to prevent the breach;
- (b) the breach was trivial or inadvertent; or
- (c) the breach was because of an error in judgment made in good faith.

### Reimbursement of Costs

**30** (1) A Member may make a request to the Governing Body for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this policy. If appropriate, after considering all of the circumstances, the Governing Body may resolve to reimburse legal fees reasonably incurred by a Member, provided that all of the following are met:

- (a) the Member has not previously been found to have breached this policy; and
- (b) the amount claimed does not exceed \$10,000.

### Frivolous and Vexatious Complaints

**31** (1) Any individual covered by this policy who makes a complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:

- (a) in the case of Members, sanctions and remedies as described in this policy;
- (b) in the case of Staff, disciplinary action or termination of employment for just cause, as applicable; and
- (c) in the case of any complainant, prohibition from filing complaints under this policy for a specified period of time.

# Council Report

penticton.ca

**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manager  
**From:** Cheryl Hardisty, Council and Executive Operations Manager  
**Subject:** 2024 SILGA Resolutions

## Staff Recommendation

THAT Council submit the following resolution regarding the urgent need for complex care opportunities in the South Okanagan for consideration at the 2024 Southern Interior Local Government Association (SILGA) Convention;

AND THAT the motion be referred to the Regional District of Okanagan Similkameen for support.

WHEREAS: Communities across the Province have conducted Community Safety Reviews and are implementing many recommendations in support of resident's safety.

WHEREAS: Cities have carried out countless initiatives that support vulnerable individuals and the community at large including; added Community Safety Officers, a Safe Places Bylaw, a Bylaw Enforcement programs that focus on helping marginalized people in the city, working collaboratively with service providers to ensure there is sufficient harm reduction sites and toxic drug testing, working with community partners to provide emergency cold weather shelters.

WHEREAS: The Province has developed a complex care framework that acknowledges the growing number of people in our communities who require additional health, mental health, social, and other services to help them find and maintain housing. Complex care housing has been created for people at risk of or experiencing homelessness who have complex mental health or substance use issues, and who may also be living with other challenges like acquired brain injury, developmental disability, and histories of trauma.

WHEREAS: The Province has appointed health authorities as the lead in implementation and no such plans have been developed in the South Okanagan since the framework was completed in 2022. Our residents are suffering in the interim.

THEREFORE BE IT RESOLVED: The Province provides immediate and clear instruction to the health authorities to prioritize the implementation of complex care facilities, and other housing facilities for those exiting a complex care facility, in the South Okanagan and across the entire Province in support of residents who are suffering.

## Background

The Southern Interior Local Government Association (SILGA) considers resolutions from member local governments at its annual convention. Resolutions passed at the SILGA convention are submitted to the Union of BC Municipalities (UBCM) for consideration for its annual convention, and resolutions passed through UBCM are directed to the Province for response and form UBCM's policy decision-making.

Council Priorities include two areas of focus:

- Safe & Resilient
  - Advocate for non-enforcement response to social disorder issues specifically related to individuals experiencing homelessness, untreated mental health and addiction issues.
- Livable & Accessible
  - Growth includes ensuring support and services for Penticton's vulnerable population, including youth, seniors and unhoused residents.

Cities have carried out many initiatives that support vulnerable individuals and the community at large including; adding Community Safety Officers, a Safe Places Bylaw, working collaboratively with service providers to ensure there are harm reduction sites and toxic drug testing in the city and working with health partners in providing emergency cold weather shelters. The actions have resulted in a reduction of crimes of opportunity in the city in 2023, and there has been a significant reduction in overdose death rates in Penticton in 2023.

The Province has established their Complex Housing Framework which identifies health authorities as the sole lead in establishing complex care facilities. While initial locations were established in Kelowna and Kamloops with 20 beds respectively, no further action has been taken to support vulnerable individuals in the South Okanagan.

While progress is being made, the urgent need for safe, stable and compassionate environments for people needing specialized care remains. The city is looking to the Province to urgently support efforts in the further reductions in crime, overdose deaths, homelessness and other mental health issues.

Communities that continue to struggle to support community safety and vulnerable individuals without adequate support require urgent action.

Respectfully submitted,

Cheryl Hardisty  
Council and Executive Operations

Concurrence

City Manager



**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manager  
**From:** Sheri Raposo, Land Administrator

File No: 4320-80

**Subject: Licence to Use Agreement – Bishop’s Snow and Marine Ltd.  
Operating as Pier Water Sports**

### **Staff Recommendation**

THAT Council approve the three (3) year License to Use Agreement renewal with Bishop’s Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore, and use of the building for the operation of water leisure activities on Okanagan Lake;

AND THAT Council authorize the Director of Finance and Administration and Corporate Officer to execute the License to Use Agreement.

### **Strategic priority objective**

**Vision:** A vibrant, resilient and healthy waterfront city focused on safety, livability and vibrancy.

### **Background**

Bishop’s Snow and Marine Ltd (Pier Water Sports) is a family-owned business. It employs 12 to 14 employees each season, many of whom are local youths from the community. They have been operating out of Rotary Park in Penticton since 1998. This year will be their 25<sup>th</sup> season. Pier Water Sports has requested a 3 to 5 year License to Use Agreement (LTU) extension.

The business offers rentals of ski boats, surf boards, pontoon boats, kayaks and parasailing as well as instructing water activities. Mr. Bishop has a fleet of 12 boats and 10 seadoos. Their newest addition this year is a 34 ft., 10-passenger Lake Monster towable boat tube that they take customers on. They also have the only Waterski Canada, certified professional instructor, and school in Penticton. Since 1998, their financial investment in this business exceeds \$1 million, as follows:

- Building rebuild and upgrade \$80,000
- Dock System \$104,000
- Fuel system upgrade \$20,700
- Rental equipment inventory \$853,000

On October 17, 2023, staff brought forward the request to Council to refer the three (3) year License to Use Agreement renewal with Bishop's Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore, and use of the building for the operation of water leisure activities on Okanagan Lake, to the Parks and Recreation Advisory Committee (PRAC) for their review and recommendation.

With the following outcome:

8.2 License to Use Agreement – Bishop's Snow and Marine Ltd. Operating as Pier Water Sports

370/2023      **It was MOVED and SECONDED**

THAT Council refer the three (3) year License to Use Agreement renewal with Bishop's Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore, and use of the building for the operation of water leisure activities on Okanagan Lake, to the Parks and Recreation Advisory Committee for their review and recommendation.

**CARRIED UNANIMOUSLY**

### **Park Land Protection and Use Policy References**

As this is on City parkland, the Park Land Protection and Use Policy requires any Agreements within our parkland follow the proper step procedure and receive a committee recommendation. City staff completed their final procedural step and presented a report and a recommendation to the PRAC Committee on November 27, 2023, with the following outcome:

#### 4.3 Bishops Snow and Marine Report

**It was MOVED and SECONDED**

**THAT** the Parks and Recreation Advisory Committee recommends that Council direct staff to issue the three (3) year License to Use Agreement renewal with Bishop's Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore and use of the building for the operation of water leisure activities on Okanagan Lake;

**AND THAT** Staff investigate any environmental monitoring or recording and any insurance requirements as it pertains to any damage to the environment.

**CARRIED UNANIMOUSLY**

Following the motion from PRAC, wherein the committee recommended that staff investigate environmental monitoring or recording and any insurance requirements, staff worked with our insurance providers, Municipal Insurance Association of British Columbia (MIABC) and our lawyer, to ensure that the City is properly protected from any potential environmental issues that may arise, and to ensure that this is properly addressed within our License to Use Agreement.



## License to Use Summary

The Licensee will continue to be responsible for utilities, property taxes, and all repairs and maintenance, of the building.

Following the recommendations from our lawyer and MIABC, the Licensee will be required to carry not less than \$10,000,000 (Ten Million Dollars) Liability insurance as well as Environmental Impact and Impairment Liability Insurance in an amount of not less than \$5,000,000 (Five Million Dollars) per occurrence. Furthermore, our LTU agreement stipulates that the Licensee covenants and agrees to comply with all Environmental Laws and Government Authorities and shall ensure that appropriate measures are taken to protect the environment of and around the foreshore and the Licensed Area from pollution, noise and other environmental impacts arising from the operation and activities in accordance with any Government Requirements and any orders or permits from Government Authorities.

The LTU fee is based on the appraised value of \$11,000 annually plus GST and CPI.

As in all of our short term License to Use Agreements, there is a cancellation clause in the event that the City requires the licensed area for its own use or in the sole discretion, considers that it is in the public interest to cancel the rights to the agreement. In the event that the City deems it necessary to cancel this agreement, staff would be required to provide 180 days written notice to Bishop's Snow and Marine Ltd. Operating as Pier Water Sports.

Aerial no. 1 - Licence area outlined in red.



## Analysis

Staff have satisfied the requirements of the Park Land Protection and Use Policy along with the recommendations arising from the PRAC meeting conducted on November 27, 2023. As such, staff are recommending that Council approve the three (3) year License to Use Agreement renewal with Bishop's Snow and Marine Ltd.

## Alternate recommendations

THAT Council direct staff to not enter into a License to Use Agreement with Bishop's Snow and Marine Ltd., operating as Pier Water Sports, for the use of approximately .55 ac. of Rotary Park foreshore, and use of the building for the operation of water leisure activities on Okanagan Lake.

## Attachments

Attachment A – Bishops Snow and Marine Ltd., Letter Request

Attachment B – Park Land Protection and Use Policy

Attachment C – Draft License to Use Agreement

Respectfully submitted,

Sheri Raposo

Land Administrator

Concurrence

Director of Finance and Administration  <i>AMC</i>	General Manager Infrastructure <i>KD</i>	Director of Community Services  <i>KJ</i>	City Manager  <i>SLH</i>
---	--	--	--------------------------------

## Attachment A – Bishops Snow and Marine Ltd., Letter Request

Bishop's Snow and Marine Ltd.  
Doing business as: Pier Water Sports  
450 Tennis Street  
Penticton, BC V2A 5R3  
250-493-8864

January 10, 2023

The City of Penticton  
171 Main St.,  
Penticton, BC V2A 5A9

Attention: Mayor Bloomfield and Councillors

Dear Mayor Bloomfield,

We would like to formally request a 3 or 5 year extension to our existing contract that ends December 31, 2023. We ask that this license to use be renewed prior to our 2023 season.

The following is in support of our request:

Bishop's Snow and Marine Ltd operating as Pier Water Sports has been operating out of Rotary Park in Penticton since 1998 and 2023 will be our 25<sup>th</sup> season.

We are a family run business and also employ 12 to 14 employees each season, many of whom are local youths from the community, students continuing their studies and others that are right out of high school and are excited to gain experience in their first job. Our customer following has grown over the years with our 2022 season serving well over 10,000 people, including many repeat customers from prior seasons.

We have provided excellent services to the public including: rentals of PWC (Seadoos), ski boats, surf boats, pontoon boats, paddle boards and kayaks. Our other watersport activities have included: Banana boat rides, Ski/wake/surf board school and parasailing.

We began in 1998 renting personal watercraft and a couple ski boats directly off the leased beach area. Since then we have improved and expanded our operations by recognizing that we needed to have a dock/moorage system instead of operating directly off the beach. We brought in a portable/temporary polypropylene floating dock system to operate from and each year thereafter we have expanded this system to its current size which includes a daytime

moorage and staging area and refueling dock. This system is disassembled at the end of each season and stored on the beach until the next season.

We also started out by buying an existing wooden shanty building from the previous operator that had been there for many years prior. Due to the growth of our business and customer increase we then replaced it with the existing portable building. Our current contract does require that we remove this building at expiration.

It has taken 25 years of hard work and financial investment to bring Pier Water Sports to where it is today. Not only have we invested a substantial amount of money it has become our life and livelihood. Our expenditures and investments exceed \$ 900, 000 and are outlined as follows:

Building rebuild and upgrade	\$ 80,000
Dock System	104,000
Fuel system upgrade	20,700
Rental equipment inventory	703,000

At Pier Water Sports we pride ourselves on being responsible successful corporate business owners, we continue to be a driving force for Penticton Tourism and we truly love contributing to our community. For these reasons we hope that you will strongly consider our request for contract extension. We are willing to pay fair market value for an extension of this permit and offer \$ 11,000.00 plus GST. We would like to continue providing Penticton and its tourists with ongoing quality service, including a wide variety of water sports activities and economic enrichment.

Thank you for your continued support and consideration.

Yours truly,



George Bishop  
Bishop's Snow and Marine Ltd.

**Attachment B – Park Land Protection and Use Policy**

<https://www.penticton.ca/sites/default/files/docs/city-hall/council-policies/Park%20Land%20Protection%20and%20Use%20Policy.pdf>



# Council Policy

[penticton.ca](http://penticton.ca)

Approval date: June 19, 2018

Resolution No.: 275/2018

**Subject: Park Land Protection and Use Policy**

## 1. PURPOSE

1.1. The purposes of the Park Land Protection and Use Policy are:

- 1.1.1. To provide direction on the protection and uses of public park land within the City of Penticton in accord with the Official Community Plan, Parks & Recreation Master Plan and Zoning Bylaw.
- 1.1.2. To protect parks as public assets of the City of Penticton. This policy will ensure that city parks remain in the public domain through community engagement and support and with the implementation of the Park Land Protection and Use Policy.
- 1.1.3. To support the community's use and enjoyment of the parks, provide opportunities for primarily outdoor recreation and nature appreciation thereon, and to protect, conserve, and preserve the natural, physical, historical and cultural resources thereon.
- 1.1.4. To improve the quality of parks in our community through enhanced park stewardship and sustainable resource management.

## 2. GUIDING PRINCIPLES

- 2.1. The community developed a vision, a park definition and set of values in the 2018 Parks and Recreation Master Plan to guide future use of Penticton's parks and recreation services in the City of Penticton. These values directed the development of the Park Protection and Use Policy and will guide its implementation.
  - 2.1.1. A public park is an unencumbered tract of land wherein the land title is held by a public entity for the benefit, use and enjoyment of the people and for the protection, conservation, preservation of the natural, physical, historical and cultural resources thereon, and wherein an encumbrance is a burden, obstruction, or impediment to the foundational purpose or purposes for which the park was established.

2.1.2. Policy Objectives and their resulting policies have been created based on the Vision, Park Definition, Values and community engagement undertaken with the Parks & Recreation Master Plan and will be used to guide the use of parks.

- *Support recreational opportunities, healthy living and enhance public enjoyment of parks*
- *Safeguard public access and community affordability*
- *Protect public ownership*
- *Protect, preserve and promote park land*
- *Engage the community in park governance and decisions*

### 3. POLICY

#### 3.1. Support recreational opportunities, healthy living and enhance public enjoyment of parks

3.1.1. The City of Penticton supports uses, recreational opportunities, provides for a healthy lifestyle and improves the public enjoyment of parks. These uses are identified as Permitted Uses in the Zoning Bylaw and shall meet applicable subdivision and development regulations contained within each Park Zone.

3.1.2. Requests for uses that are not identified as Permitted Uses in the Zoning Bylaw shall follow the zoning procedure for *Uses in a Park Zone that are not a Permitted Use* as outlined in this policy prior to being considered by Council.

#### 3.2. Safeguard public access and community affordability

3.2.1. The City of Penticton does not support uses that inhibit long term public access through exclusive memberships, prohibitive fees or permanent physical structures that detract from the natural setting and use of the park.

#### 3.3. Protect public ownership

3.3.1. A *License*, as defined under this policy permits the use of something or allows an activity to take place; a Licensee shall not be guaranteed exclusive use of the property, is not an entitlement to the land, and includes a cancellation clause allowing the Licensor (City) to cancel the license at any time by providing the stipulated required notice; additional licenses to unrelated parties may be granted over the same property or portions of property; a license cannot be registered on the title of the property.

3.3.1.1. The City of Penticton may issue a License-to-Use for a portion of public park land to support a Permitted Use in a Park Zone. These licences are typically for a short term or seasonal in nature, up to a maximum of three (3) years, and shall be approved in accordance with the zoning procedure for *Permitted Uses* outlined in this policy.

3.3.2. A Lease, under this policy is defined as a contract by which one party conveys exclusive use of land or real property to another for a specified period of time and provides entitlement to the land, usually in return for a periodic payment. A lease is a stronger form of tenure than a License and typically cannot be cancelled during the term of the lease as long as Lessee honours terms and conditions. Leases may be registered with the Land Title office creating a legal enforceable charge against the property for the term of the lease. In the context of park land within the City of Penticton, a lease of municipal park land grants a private interest rights to public land and diminishes public ownership and control.

3.3.2.1. The City of Penticton will not enter into a lease of land dedicated as park under Park Dedication Bylaw 2018-37 without the approval of the electors.

#### 3.4. Protect, preserve and promote park land

3.4.1. If the proposed use is deemed to uphold Council Policy Section 2.1.1 and to have a net benefit to municipal park land, the City will then submit the proposal for public engagement in accordance with Section 3.5 of this policy.

3.4.2. The City of Penticton supports the growth and enhancement of public park land for community use in accordance with the Parks & Recreation Master Plan.

3.4.3. The City of Penticton recognizes that there are a number of private encroachments into existing public park land. There shall be no further encroachments into public park land and existing encroachments will be managed to ensure removal of encroachments where considered feasible.

#### 3.5. Engage the community in park governance and decisions

3.5.1. The community is involved in governance of the protection and use of parks and the implementation of this policy through their membership on the Parks & Recreation Advisory Committee.

3.5.2. The community shall be engaged before a decision is made on any proposed change to use or regulation within any Park Zone in accordance with the procedure outlined in Section 5.2 of this policy. This policy provides for increasing levels of engagement based on the scale and impact of the proposed use. City staff and the Parks & Recreation Advisory Committee will establish the level of engagement according to the impact of the proposed use, in accordance with the zoning procedure for *Requests for Uses that are not Permitted Uses* and in accordance with the IAP2 International Spectrum of Public Participation (See Schedule B).

### 4. Legacy Licenses and Leases



- 4.1. The City of Penticton recognizes that a number of existing legacy uses in public parks may not be permitted under this policy (See Schedule A). The City of Penticton may or may not allow these licences and leases to continue in accordance with the agreements that are in place at the time of the creation of this policy. At the termination of the existing agreement, the use may or may not be allowed to continue in accordance with this policy, applicable bylaws and the *Procedure for uses that are not Permitted Park Uses* (See section 5.2.2 of this policy).

## 5. PROCEDURES – ZONING BYLAW

### 5.1. Permitted Uses

- 5.1.1. Permitted Uses within any Park Zone and no other uses than those provided for in the list of permitted uses in the Zoning Bylaw shall be allowed on City park land.
  - 5.1.1.1. Permitted Uses in a Park Zone may occur in accordance with the subdivision and development regulations of the Park Zone.
  - 5.1.1.2. City staff will report to the Parks & Recreation Advisory Committee on any new licences for permitted uses in a Park Zone.

### 5.2. Uses in a Park Zone that are not Permitted

- 5.2.1. Uses that are not a Permitted Use within a Park Zone or a regulation change must be reviewed through a Zoning Amendment application and a Public Hearing held in accordance with Section 890 of the Local Government Act.
- 5.2.2. The procedural review for any new use on Park Zoned Land is as follows:
  - Step 1: Zoning Amendment Application submitted to City staff
  - Step 2: Proposal brought forward to Open Council meeting for introduction to the community
  - Step 3: Circulation of application to City Departments and Parks & Recreation Advisory Committee for review against the Official Community Plan, Parks and Recreation Master Plan, Zoning Bylaw, Park Protection and Use Policy and any other applicable regulations
  - Step 4: Parks & Recreation Advisory Committee meet to review application and determine level of community engagement required in accordance with the IAP2 International Spectrum of Public Participation (See Schedule B)
  - Step 5: Public Participation process occurs receiving input from community
  - Step 6: Parks & Recreation Advisory Committee to meet and review application
  - Step 7: Parks & Recreation Advisory Committee to provide a recommendation to Council
  - Step 8: Council report introduced to Council outlining proposed Park Protection and Use or regulation change
  - Step 9: Public hearing advertised and held in accordance with Section 890 of the Local Government Act.

Step 10: After hearing from the public and receiving a recommendation from the Parks and Recreation Advisory Committee, Council renders a decision on a park proposal.

- 5.2.3. The procedural review contained within Section 3.5 of this policy may be followed for review of other park use related matters as determined by staff and the Parks & Recreation Advisory Committee.

## 6. PROCEDURE – LICENSE TO USE RENEWAL

- 6.1. A Licence to Use may or may not be renewed up to a maximum of three (3) years: The procedural review for any renewal is as follows:

Step 1: Application to renew submitted to City staff

Step 2: Proposal brought forward to Open Council meeting for introduction to the community

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 findings 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 approval or deny the renewal.

## 7. SCHEDULES

- A. List of existing Park Licenses & Leases
- B. IAP2 International Spectrum of Public Participation

## 8. Previous revisions

Amendment process for this policy.

N/A

Certified Correct:

  
Dana Schmidt, Corporate Officer

Schedule A – List of existing Park Licenses & Leases

City of Penikese - Current Leases and Licenses in Parks and Recreation Facilities 2016												
Park Name	Zone	Lease / LTU	Licensee	Address	Area (acres)	License Type	Activity / Use	Term in Years	Start Date	Expiry Date	Extend Clause Y/N	Location Within Park
Kings Park	P2	LTU	PENIKESON SOCCER CLUB	550 Edmund Ave W	15 ac	Sports club	Use of building for club activities	mo-mo	2013-10-15	until terminated	Y	Adjacent to parking lot
Lakawanna Park	P2	Lease	165202 BC LTD. (Gord Ferguson) Lakawanna - Pato Burger	790 Lakeshore Dr W	11 ac	Park concession	Use of land and building for operation of concession patio and washroom facility	29	2016-05-20	2045-04-30	N	Concession at Lakawanna
Marina Way Park	CT1	LTU	PRAQUE CAFE, THE	102-250 Marina Way	003 ac	Cafe	Use of land for an outdoor patio for customers	Y	2016-09-01	2021-08-31	Y	Gross area at Okanagan Lake
Marina Way Park	P1	Lease	PENIKESON ART GALLERY	199 Marina Way		Art gallery	Use of land and building for displaying art and providing parking	20	1996-10-01	2019-09-30	N	Building at Okanagan Lake
Okanagan Beach	P2	Lease	CONCESSION OKANAGAN BEACH - THE PEACH Local Landing Adventure Golf 10A2002 BC Ltd.	165 Lakeshore Dr W		Beach concession	Beach food concession	20	2002-02-01	2022-01-31	Y	Concession at Okanagan Lake
Okanagan Beach		Lease	PENIKESON WATER PARK LTD. (WIBIT)	Okanagan Lake	62 ac	Water user Recreational business	Sublease of Crown land for operation of a WIBIT water park	5	2016-06-01	2020-05-31	N	Water and sand area at Okanagan Lake
Rotary Park	P2	LTU	BISHOP'S SNOW AND MARINE LTD.	165 Lakeshore Dr	085 ac	Recreational business	Use of building and grounds for operating business of providing rental equipment for water based activities	5	2014-01-01	2019-12-31	Y	Rotary Park On beach
Shaba Park	P2	LTU	CONCESSION SKAHM EAST - Nicholas, Jeneva	3885 South Main St		Beach concession	Beach food concession	2	2016-05-01	2017-09-30	Y	Shaba Lake Concession at Shaba East

Shaba Park	P2	LTU	CONCESSION, SHABIA MAIN - Thomas & Celine Fine Foods Ltd. (Tchalekery's)	3701 Parkview St		Beach concession	Beach food concession	5	2017-05-01	2022-09-30	Y	Shaba Lake	Concession at Shaba Main
S.S. Scimous Park	P2	Lease	S.S. SCIMOUS / NARAHATA	1089 Lakeshore Dr W	2 ac	Tourist attraction	Sub-license to Use of Crown land for mortgage of the S.S. Scimous to operate a museum and host special events		1988-06-01	until terminated	N	Okanagan Lake	
Sudbury Beach	P2	LTU	CONCESSION, SUDBURY BEACH - Glow Sup Adventures (Darcy Godfrey)	3940 Shaba Lake Rd		Beach concession	Beach food concession	2	2015-05-05	2017-09-30	Y	Shaba Lake	Concession at Sudbury Beach
Lion's Park	P2	LTU	LION'S PARK CONCESSION	188 Warren Ave W		Park concession	Park food concession						
Kiwano Park	P2	LTU	PDCCRS - After School Program	470 Edmonton Ave		Child care facility	Use of building and grounds for operation of social service programs	5	2012-03-01	2017-02-28	Y	N/A - old pool	Y
Kiwano Park	P2	LTU	PDCCRS - Alternative & Little Triumphs	500 Edmonton Ave	1.75 ac	Child care facility	Use of building and grounds for operation of social service programs	5	2012-03-01	2017-02-28	Y	N/A - old pool	
Kiwano Park	P2	LTU	PENTICTON SAFETY VILLAGE SOCIETY	490 Edmonton Ave	85 ac	Child safety facility	Use of building and grounds for operation of children's safety village and for equipment storage	5	2013-11-01	2018-10-31	Y	N/A	
Lakeside Road (Dog Beach)	P2	Lease	0684413 B.C. LTD. (Shaner / Shaba Dog Beach)	4881 Lakeside Rd	22 ac	Private	Sublease of Crown land for operation of cabana for property owner to the east	9	2013-08-12	2022-06-12	N	Shaba Lake Beach	Sandy beach

Lions Park	P2	LTU	PENTICTON BMX ASSOCIATION	Lions Park	2.5 ac	Sports club	Use of land for operation of bicycle motocross track and facility	N/A	1888-01-31	when cancelled	Y	Lions Park	South east corner of 188 Warren Ave
McNicoll Park	P2	LTU	SOCIETE DE LA PETITE ENFANCE DE L'ECOLE ENTRE LACS	1051 Pentiction Ave	025 ac	Pre-school facility	Use of land for fenced playground for pre-school aged children	5	2014-07-01	2016-06-30	Y	McNicoll Park	Between schools
Riverside Park	P2	LTU	COYOTE CRUISES	215 Riverside Drive	17 ac	Recreational business	Use of building for operation of a rental concession and transportation service - float the channel	5	2014-10-01	2016-09-30	Y	Riverside	South of skate park
Senior's Drop-in Centre	P1	LTU	PENTICTON HORSESHOE PITCHERS CLUB, THE	2005 South Main St	5 ac	Sports club	Use of horse pitches in exchange for maintenance and upkeep of land	3	2015-05-01	2018-04-30	Y	Seniors Centre Robinson Park	
Vancouver Avenue Park	P2	LTU	PEN COMMUNITY GARDENS SOC	480 Vancouver Ave	1.04 ac	Community gardens	Use of land for community gardens	5	2016-01-01	2020-12-31	Y	Vancouver Hill	North portion of park
Vancouver Avenue Park	P2	LTU	PENTICTON DISC GOLF	480 Vancouver Ave	2.22 ac	Sports club	Operation of disc golf facility	3	2016-03-15	2016-03-14	Y	Esplanade	All
Bastin Park	P2	LTU	FOOD FORESTERS SOC OF CANADA	2460 Bastin St	18 ac	Community gardens	Use of land for operation of community garden plots	5	2013-05-01	2018-05-31	Y	Undeveloped	North most portion of park
Darrouth Park	R2	LTU	DAVIDOW, AVERY	314 Greenwood Dr	15 ac	Private residence	Use of land for quiet enjoyment	5	2014-11-01	2016-08-31	Y	Under 2715 Darrouth Dr	Behind lot



Dartmouth Park	R2	L1U	AMANTE, F. L. & J	310 Greenwood Dr	1038 ac	Private residence	Use of land for quiet enjoyment - garden	5	2015-05-01	2020-04-30	Y	Undeveloped 2715 Dartmouth	Garden behind 861
<b>Special Purpose</b>													
Lawn Bowling Club	P2	Lease	PEN LAKEVIEW LAWN BOWLING CLUB	260 Burnswick St	55 ac	Sports club	Use of land and building for operation of a lawn bowling club	20	2000-01-01	2020-12-31	N		
Loos Landing	P2	Lease	LOCO LANDING ADV. GOLF INC.	135 Riverside Dr	1.73 ac	Recreational business	Use of land for the operation of a recreational facility	20	2009-01-01	2028-12-31	N	Riverside Park	
Pentiction Golf and Country Club	P2	Lease	PENTICTON GOLF & COUNTRY CLUB	852 Eckhardt Ave W	13.23 ac	Sports club	Use of building and land for operation of a golf club for renting equipment, providing golf lessons, leisure golfing, tournaments, the sale of refreshments and the rental of facilities as a special events venue	28	2007-07-01	2033-10-31	N		
Pentiction Yacht and Tennis Club	P2	L1U	PENTICTON TENNIS SOCIETY	293 Marina Way	.7 ac	Sports club	Use of facilities for operation of a tennis club with league play	3	2016-04-01	2017-12-31	Y	Okanagan Lake	East of marina
Pentiction Yacht and Tennis Club	P2	Lease	PENTICTON YACHT & TENNIS CLUB	293/875 Marina Way	15.8 ac	Marina	Sublease of Crown V Dock in marina and storage compound to provide a commercial public marina and associated facilities		2016-04-02	2017-12-31	N	Okanagan Lake	
Elis Creek Parkway	P1	L1U	INTERIOR HEALTH AUTHORITY (Hospice Society House)	1701 Government St	.07 ac	Health facility	Use of land for quiet enjoyment - garden and walkway	5	2014-07-01	2019-06-30	Y	Undeveloped park - walking path	Adjacent to Elis Creek
Esplanade	P2	L1U	AXWORTHY, B & QUINN, S	345 Vancouver Ave	.05 ac	Private residence	Use of land for quiet enjoyment - yard fenced	5	2014-08-01	2019-07-31	Y	Esplanade	Fenced yard

Esplanade	P2	LTU	PENTICTON DISC GOLF	500 Marwa Way															
Penticton Creek Pathway	P2	LTU	MUNSONS PROPERTIES	1551 Penticton Ave	20 ac	Private residence	Use of land for quiet enjoyment	5	2014-11-01	2016-10-31	Y	Undeveloped park - walking path	Adjacent to Penticton Creek						
Three Blind Mice	FG	LTU	PENTICTON DISC GOLF	1400 Riddle Road	27 ac	Sports club	Operation of disc golf facility	5	2015-03-01	2020-02-29	Y	Three Blind Mice area	South west corner						
Three Blind Mice	FG	LTU	PENTICTON AND AREA CYCLING ASSOCIATION	1400 Riddle Road	320 ac	Cycling Club	Mountain Biking Trails	5	2016-07-01	2018-03-31	Y	Not a Park							
TCT / KVR Trail	AG	LTU	BOGDANOFF, C & BOWEN, P	1645 Lower Bench Rd	25 ac	Private residence	Use of KVR land for agriculture - fenced gardens	5	2012-01-01	2016-12-31	Y	KVR	Fronts trail						
TCT / KVR Trail	AG	LTU	HOLLER, BARBARA ROSE	1181 Davenport Ave	155 ac	Private residence	Use of KVR land for agriculture - grapes	5	2014-05-01	2016-04-30	Y	KVR	Fronts trail						
TCT / KVR Trail	P2	LTU	SHAW, H & M	1110/113 Lochore Rd	1.34 ac	Private residence	Use of KVR land for agricultural purposes	7	2013-01-01	2016-12-31	Y	KVR	Fronts trail both sides						
TCT / KVR Trail	P2	Lease	KING FAMILY FARMS LTD. KVR (lots 1-5)	1604 Custer Rd	5 ac	Agricultural business	Use of KVR land for Agriculture	5	2001-05-01	2017-06-30	N	KVR	Fronts KVR both sides						

630 Munson Mtn Road	P2	LTU	PENICTON BMX SOCIETY	630 Munson Mtn Rd	2.8 ac	Sports club	Use of land for operation of bicycle motocross track and facility	5	2016-05-01	2021-04-30	Y	Munson Mountain	North west portion
Adidas Sportsplex	P2	Lease	PINNACLES FOOTBALL CLUB AND PENICTON SOCCER CLUB aka ADIDAS SPORTSPLEX	550 Eckhardt Ave W	67 ac	Sports clubs	Use of land and building as a sports complex for football, indoor soccer and a public walking track	20	2015-09-01	2044-09-31	N	Kings park	Indoor use at 550 Eckhardt Ave
McLaren Arena	P2	LTU	OKANAGAN HOCKEY SCHOOL / GROUP	McLaren Arena	23 ac	Sports educator	Use of facility for Hockey school, operation of concession and vending machines	2	Exp.		Y	N/A	
Senior's Drop-In Centre	P2	Lease	PEN SENIORS DROP IN CENTRE SOC	2065 South Main St		Social club	Use of land and building for operation of a seniors' social facility	20	1999-06-01	2019-05-31	N	Robinson Park	
Memorial & McLaren Arena	P1	LTU	PENICTON & DISTRICT MINOR HOCKEY ASSOC. (Memorial Arena)	399 Power Street		Arena concession	Sale of refreshments and placement of hotfood vending machines		2003-09-01	2016-04-30	Y	Memorial Arena	
South Okanagan Events Centre	P1	Lease	APPLE PLANNING SERVICES INC. & 6926232 B.C. LTD.	888 Westminster Ave W		Private business	Use of a portion of the building as an office	5	2013-01-01	2017-07-31	N	Queens Park	
South Okanagan Events Centre	P1	Lease	INTERIOR HEALTH AUTHORITY Part of SOEC	853 Eckhardt Ave W		Health provider	Use of a portion of the building to operate a cardiac and pulmonary rehabilitation wellness program	5	2014-09-01	2019-09-31	Y		Part of SOEC
South Okanagan Events Centre	P1	Lease	OKANAGAN HOCKEY SCHOOL	853 Eckhardt Ave W		Sports educator	Use of a portion of the building for operation of a hockey school and other related activities	10	2009-01-01	2018-12-31	N	Kings Park	



South Okanagan Events Centre	P1	LTU	PENTICTON TOURISM	853 Eckhardt Ave W	Tourism Organization	Temporary office rental		1	2016-12-31	Y		
Pentiction Curling Rink	P1	Lease	PENTICTON CURLING CLUB	505 Veas Dr	Sports club	Use of a portion of the building for operation of a curling rink for the purpose of providing curling lessons, competitions and bonspiels and sale of refreshments		10	2010-10-01	2020-09-30	Y	
Pentiction Community Centre	P1	Lease	DALE CHARLES & ASSOC. PHYSICAL THERAPIST CORP.	325 Power St	Health provider	Use of a portion of the building for the operation of a physiotherapy clinic		5	2012-04-02	2017-04-01	N	
Pentiction Community Centre	P1	LTU	KISU SWIM CLUB	325 Power St	Swim Club	Office rental		3	2017-09-31		Y	
Pentiction Community Centre	P1	LTU	DRAGON BOAT FESTIVAL	325 Power St	Non-profit group	Office rental (year to year)		1	2016-12-31		Y	
Oxbows	CT2	LTU	OXBOW RV RESORT LTD.	3911 Shala Lake Rd	Recreational business	Use of land for RV Park		5	2012-06-01	2017-05-31	Y	N/A
Lair House	P1	Lease	PEN. & DIST. COMMUNITY ARTS COUNCIL - Lair House	220 Manor Park	Arts club	Use of building and land as a place for artists to gather and to work on their art projects		yr-yr	1982-07-01		N	Building at 220 Manor Park

Schedule B – IAP2 International Spectrum of Public Participation

iap2 public participation spectrum					
developed by the international association for public participation					
PUBLIC PARTICIPATION GOAL	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
	To provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	To obtain public feedback on analysis, alternatives and/or decision.	To work directly with the public throughout the process to ensure that public issues and concerns are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for direct advice and innovation in formulating solutions and incorporate your advise and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
EXAMPLE TOOLS	<ul style="list-style-type: none"> <li>• Fact sheets</li> <li>• Websites</li> <li>• Open houses</li> </ul>	<ul style="list-style-type: none"> <li>• Public comment</li> <li>• Focus groups</li> <li>• Surveys</li> <li>• Public meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops</li> <li>• Deliberate polling</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen Advisory committees</li> <li>• Consensus-building</li> <li>• Participatory decision-making</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen juries</li> <li>• Ballots</li> <li>• Delegated decisions</li> </ul>

**Attachment C**

**[2024-2028 LTU Final Draft.pdf](#)**



## LICENSE TO USE AGREEMENT

Nature of Agreement:	License to Use	File No.: 4320.80
Particulars:	Use of a portion of land, foreshore and existing building located at 185 Lakeshore Drive West, known as Rotary Park, for the operation of offering water leisure activities on Okanagan Lake.	

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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:

**BISHOPS SNOW AND MARINE LTD.**

**d.b.a Pier Water Sports**

450 Tennis Street  
Penticton, BC V2A 5R3

(the “Licensee”)

OF THE SECOND PART

WHEREAS the City has agreed to grant a license to the Licensee to enter onto that parcel of land described in Schedule A attached hereto (hereinafter referred to as 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 (herein called 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 \_\_\_\_\_ (\_\_) years commencing on the **1<sup>st</sup> day of January, 2024** (the “**Commencement Date**”) through to the **31<sup>st</sup> day of December 202(\_\_\_\_)**, unless cancelled in accordance with the terms of this agreement.

2.2 In a year prior to the expiry of this agreement the City reserves the right to offer tenure over the Licensed Area through an open and competitive process. The Licensee may participate in the competitive process.

## 3. **License Fee**

3.1 The Licensee shall pay to the City, an annual License Fee of **ELEVEN THOUSAND (\$11,000.00)** dollars plus **GST** (the “**License Fee**”).

3.2 On each and every anniversary of the Commencement Date thereafter during the term of this agreement, the License Fee shall be adjusted by an amount equivalent to the change in the Consumer Price Index for Province of British Columbia for the preceding year. The License Fee may be paid in two installments. The first installment will be due on June 1st and the second installment will be due on July 1st.

## 4. **Utilities**

The Licensee will be responsible for the cost of electricity for the duration of each annual operating season **from May 1 to September 30** and ensure the transfer of the utility account into their name for the term of the contract.

## 5. **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 land or any improvements thereon (herein called “**Property Taxes**”);
- 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 use and occupy the Licensed Area in a safe and environmentally responsible manner and without limiting the foregoing, in accordance with sound environmental and commercial standards and practices;
- i) 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;
- j) 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 license, 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;

- k) and to the extent necessary, this covenant shall survive the expiration or cancellation of this agreement;
- l) 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 property to an amount not less than **TEN MILLION (\$10,000,000.00) 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 to deliver to the City written confirmation of the required insurance coverage upon execution of this agreement;

- m) the Licensee will provide the City with a new Certificate of Liability Insurance annually upon renewal;
- n) notwithstanding subsection k) of paragraph 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 l) of paragraph 4 to be changed to the amount specified in the notice and deliver to the City written confirmation of the change;
- o) not to place any improvements on the Licensed Area other than those described elsewhere in this agreement, without prior written consent of the City;
- p) not cause or permit any unusual or objectionable noises, or lights, to emanate from the Licensed Area;



- q) not cause or permit any unusual or objectionable odours which may be noxious or offensive or which could constitute a public or private nuisance;
- r) not cause or permit any waste or damage;
- s) not to conduct merchandising, display or advertising on the property without obtaining prior written permission from the City, which can be unreasonably withheld; and;
- t) 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.

## 6. Environmental Covenants of the Licensee

The Licensee covenants and agrees with the City:

- a) in this section:

**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 and those governmental authorities entitled to enforce, impose, order, or requirement such Governmental Requirements, "**Governmental Authorities**";

**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.

- b) that in the performance of its obligations under this Agreement the Licensee shall comply with all Environmental Laws and Governmental Authorities and shall ensure that appropriate measures are taken to protect the environment of and around the foreshore and the Licensed Area from pollution, noise, and other environmental impacts arising from its operations and other activities in accordance with any Governmental Requirements and any orders or permits from Governmental Authorities;



- c) during the Term the Licensee will not carry on or permit or suffer to be carried on in or from the foreshore and Licensed Area or elsewhere surrounding the same anything which is noxious or offensive or which would constitute a public or private nuisance;
- d) the Licensee will not cause any waste or damage to the foreshore and Licensed Area;
- e) the Licensee shall, as soon as reasonably practicable, immediately notify the City and subsequently notify in writing of:
  - (i) any enforcement, clean up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened in respect of the Licensed Area pursuant to any Environmental Laws or Governmental Authority, of which the Licensee is or becomes aware;
  - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Hazardous Substances on or released from, or any breach of the Environmental Laws on or in respect of, the foreshore and Licensed Area or in connection with the Permitted Purposes or business activities of which the Licensee is or becomes aware; and,
  - (iii) the release of any Hazardous Substance on or from the foreshore and licensed area or in connection with the Permitted Purposes or business activities or its discovery of any Hazardous Substances, or any occurrence or condition, on the foreshore and Licensed Area or in connection with the Permitted Purposes or business activities that could subject the City or the Licensee to any fines, penalties, orders, or proceedings under any Environmental Laws;
- f) if any Governmental Authority having jurisdiction orders or requires the removal or clean-up of any Hazardous Substances brought onto, used at, or released on the foreshore or Licensed Area or in connection with the Permitted Purposes or any adjacent property during the Term, including without limitation the soils or groundwater of the foreshore or any adjacent property, by or due to the act or omission of the Licensee, or any person for whom it is responsible, the Licensee shall, at its own expense, comply with all applicable requirements or orders of such Governmental Authority having jurisdiction, prepare all necessary studies, plans and proposals, provide all bonds and other security required by such Governmental Authority having jurisdiction, and carry out the work ordered or required by such Governmental Authority having jurisdiction in compliance with all relevant laws and shall keep the City informed of such work, compliance or status. All such Hazardous Substances shall remain the property of the Licensee notwithstanding any rule of law or other provision of this License to Use agreement to the contrary and notwithstanding the degree of their affixation to the foreshore and Licensed Area or in connection with the Permitted Purposes;
- g) the Licensee will promptly deliver to the City a copy of any notice, request, order, demand, or claim any nature, and any documentation ancillary thereto, pertaining to any actual or alleged failure by the Licensee or others

with regard to the Licensed Area to comply with any common law obligation or any applicable requirement of any Governmental Authority, or any judicial and or administrative authorities which relate, directly or indirectly to the Licensed Area, and including, without limiting the generality of the foregoing, any actual or alleged presence or discharge of any Hazardous Substance(s) or contamination on, under or affecting the Licensed Area;

- h) 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;
- i) the Licensee 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 business. The Licensee shall make available such register to the City on reasonable request;
- j) the Licensee, at its costs, will obtain and keep in force throughout the Term environmental impact and impairment liability insurance, (which shall name the City as an additional insured), providing coverage for injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup, monitoring, restoration, remediation or, rehabilitation of environmental impairment of lands, the atmosphere or any water course or body of water as a result of a sudden and accidental basis and as a result of a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury and death, remediation and all other losses arising out of or in connection with the business activities, use and occupation of the foreshore and licensed area in an amount of not less than \$5,000,000 per occurrence;

## **7. Non-Exclusivity**

- 7.1 The Licensee acknowledges and agrees that this agreement herein shall not entitle the Licensee to exclusive possession of the Licensed Area.
- 7.2 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.
- 7.3 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.

## 8. Assignment

The License is not assignable.

## 9. Cancellation

### 9.1 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 working season.

9.2 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.

9.3 Thirty (30) days after expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the 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.

## 10. General

10.1 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.

10.2 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.

10.3 Time is of the essence in this agreement.

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

- 10.5 In this agreement, unless the context otherwise requires, the singular includes the plural, and the masculine includes the feminine gender and a corporation.
- 10.6 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.
- 10.7 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.
- 10.8 If the Licensee continues to exercise the agreement 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 agreement accrued before the cancellation.

## 11. **Notice**

- 11.1 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:

The City of Penticton  
171 Main Street  
Penticton, BC V2A 5A9  
Attn: Corporate Officer  
Email: [corpadmin@penticton.ca](mailto:corpadmin@penticton.ca)

To the Licensee:

Bishop's Snow and Marine Ltd.  
450 Tennis Street,  
Penticton, B.C. V2A 5R3  
[pierwatersports@hotmail.com](mailto:pierwatersports@hotmail.com)

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 the 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.

## **12. 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 Valley First Credit Union 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 Valley First Credit Union, Main Branch, Penticton, 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 Valley First Credit Union 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:

---

Angela Campbell, Director of Finance and Administration

---

Angie Collison, Corporate Officer

### **BISHOPS SNOW AND MARINE LTD.**

by its authorized signatory(ies):

---

George Bishop

## **SCHEDULE A LICENSED AREA**

Aerial no. 1 - Licensed Area outlined in red.



## **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 water leisure activities on Okanagan Lake including:

- a) Rental of boats, personal watercraft, and kayaks owned and operated by the Licensee to members of the public;
- b) Moorage of the boats, personal watercraft, and kayaks owned by the Licensee at or on the dock facilities located within the Licensed area;
- c) Rental of water sports related equipment;
- d) General operations and rentals from the building located within the Licensed area;
- e) Refueling of the Licensees boats and personal watercraft using the fueling facilities located in the Licensed area; and
- f) The undertaking of minor repairs of boats, personal watercraft, kayaks and water sports rental equipment at the dock;

Not including:

- g) The provision of rental moorage space to members of the public;
- h) The rental of non-water sports related equipment;
- i) The undertaking of major repairs of boats and personal watercraft at the dock or in the Licensed area;
- j) The provision of food services or catering services to the public.

### **2. Annual requirements**

The Licensee must annually ensure they have:

- a) Work Safe BC;
- b) City of Penticton business license;
- c) Evidence of Insurance as indicated in this license 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. Miscellaneous**

- 4.1 Notwithstanding the above, the Licensee shall carry out all maintenance necessary to maintain the Licensed Area in a safe and first class condition.
- 4.2 The Licensee shall not utilize an area larger than the Licensed Area.



- 4.3 The Licensee shall not place signs outside of the Licensed Area without the consent of the City.
- 4.4 The Licensee shall not place any permanent structures on the Licensed Area without the consent of the City.

## 5. **Safety/Protection**

- 5.1 The Licensee shall ensure proper procedures are followed for:
  - a) Fire Safety/Evacuation;
  - b) W.H.M.I.S.;
  - c) Accident/Incident Reporting;
  - d) Safety Program (WCB); and
  - e) Fuel spill cleanup.
- 5.2 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, ensure that the fueling area is maintained and kept clear, and properly vented at all times, and ensure that all staff comply with all safe work practices and procedures when using the fueling system.
- 5.3 The Licensee shall ensure all fire extinguishers are kept up to date.
- 5.4 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](mailto:daniel.york@penticton.ca).
- 5.5 All accidents or incidents shall be reported to the City within 48 hours of occurrence, wherein a representative of the City will investigate the occurrence.

## 6. **Special Events**

Please be advised that the City does have special events that may affect your licensed location. Please be advised that during these special events the City of Penticton is not responsible for finding you alternate locations nor will the City compensate you during this time.



# Council Report

penticton.ca

File No: 4320-80

**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manger  
**From:** Sheri Raposo, Land Administrator  
  
**Subject: Request for Proposal - Skaha Main Concession  
3701 Parkview Street, Penticton**

## Staff Recommendation

THAT Council refer the Request for Proposal process to the Parks and Recreation Advisory Committee for their review and recommendation, for the use of 3701 Parkview Street, (Skaha Main Concession) for the purpose of seeking an operator for a food concession for a three (3) year term.

## Strategic priority objective

**Vision:** A vibrant, resilient, and healthy waterfront city focused on safety, livability and vibrancy.

## Property Description

Skaha Main Concession is located at 3701 Parkview Street, as shown outlined in red on Attachment A. The building includes a  $\pm 752$  sq. ft. concession area. Public washrooms are located on the north end of the building and do not form part of the Licensed Area, with the City being responsible for the maintenance of the washrooms.

## Background

There are a total of four operational beach concession buildings in Penticton:

NAME	End of Term
Skaha Main Concession	September 30, 2023
Sudbury Beach Concession	September 30, 2023
Skaha East Concession	April 30, 2025
Peach Concession	April 30, 2025

Thomas & Callin Fine Foods Ltd. D.b.a. Tickleberry's, is the most recent operator of the Skaha Main Concession, and they have completed their last season of the current agreement. Tickleberry's has been in this location for the past nine (9) seasons. They typically hire 15 staff, many of whom are local youths from the community. Over the course of their tenure, Tickleberry's has invested approximately \$70,000 in equipment, beautification and upkeep of this concession.

In the current License to Use (LTU) Agreement, there is a provision within the agreement for renewal for an additional negotiable term upon mutual agreement by the City and the Licensee of the terms and conditions. The terms of this LTU Agreement were in place prior to the Park Land Protection and Use Policy, and therefore staff are directed to adhere to the policy. The current operator of the concession has indicated that they wish to continue with their current concession, and if this concession is to go out for an RFP, they will bid on it.

### **License to Use Summary**

The proposed three-year term of the License to Use agreement for the concession will be from May 1, 2024 to April 30, 2027.

The operator of the concession will be responsible for utilities, day-to-day upkeep, safety and security of the building. The City will continue to be responsible for the major maintenance of the building, surrounding grounds and adjoining washrooms.

### **Financial Implication**

At this time, there is no financial implication to the City. Staff anticipate that market rate in the proposals will not be significantly different from the former License to Use agreement rates.

### **Park Land Protection and Use Policy**

As the land, where the concession building is located, 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 and 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 and Recreation Advisory Committee
- Step 6: Parks and Recreation Advisory Committee review application and feedback from Staff
- Step 7: Parks and 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 Parks and Recreation Advisory Committee (PRAC) at the next available meeting, and then will provide Council with the Committee's recommendation at the next available Council meeting.

Council does have the discretion to consider the criteria of the Park Land Protection and Use Policy and to provide staff with alternative direction. Staff have provided those opportunities in the Analysis section of this report.

### **Request for Proposal Process (RFP)**

An RFP is used when the City has a need and is seeking proposals to provide a product or service. The New West Partnership Trade Agreement does not require issuance of an RFP for revenue generating opportunities such as this, however it may be an appropriate solution to seek out a future operator through a competitive process. The last time that this specific tenure was offered publically was in 2015.

Should Council wish to seek a competitive process for use of this concession, the process would need to commence immediately in order to have a proponent secured for the 2024 season; A three-year time period for a Licence to Use agreement is outlined in the policy, however depending upon a proposal that may come forward a longer time period may be considered appropriate, up to, in staff's review, a maximum of five years. Should the RFP process be supported by Council, after review by the Committee, staff will commence this process immediately.

### **Analysis**

A number of alternative options are available for Council's review and are summarized below.

#### *Waive the Park Land Protection & Use Policy and Renew with Existing Operator*

The staff recommendation is based on the Park Land Protection and Use Policy, which requires the process in Section 6.1 of the Policy to be followed. However, Council is not obliged to follow the Policy, and considering the investment that has been made in this location by the existing operator, Council may wish to continue with the existing operator for a further three years or a five-year period, and bypass the Committee process by passing the following resolution:

THAT Council direct staff to not present a report to the Parks and Recreation Advisory Committee, and renew the License to Use agreement, for a three (3) year term or a five (5) year term, at annual market rate, plus CPI to Thomas & Callin Fine Foods Ltd. D.b.a. Tickleberry's.

#### *1-Year Extension prior to RFP*

Alternatively, Council may wish to provide a one-year extension to the existing operator, this would allow a longer duration for staff to present a report to PRAC and to commence a competitive RFP process for use of the concession. The existing operator would be permitted to prepare for the 2024 season and staff would then commence the RFP process later in 2024. This would not only provide staff with more time to prepare, issue the RFP, and award for the use of the concession, this would also align the expiry of three (3) of our concessions. The following alternative resolution is drafted should this be desired.

THAT Council direct staff to enter into a one-year extension agreement with Thomas & Callin Fine Foods Ltd. D.b.a. Tickleberry's and direct staff to refer the three-year LTU agreement to Parks and Recreation Advisory Committee and issue an RFP for the use of 3701 Parkview Street, (Skaha Main Concession) for the purpose of seeking an operator for a food concession for a three (3) year term.

**Attachments**

Attachment A – Aerial View of Building and Location of the Skaha Main Concessions

Attachment B - Park Land Protection and Use Policy

Attachment C – Letter from Thomas & Callin Fine Foods Ltd. D.b.a. Tickleberry's

Respectfully submitted,

Sheri Raposo,  
Land Administrator

Concurrence

Director of Finance & Administration  <i>AMC</i>	General Manager of Infrastructure  <i>KD</i>	Director of Community Services  <i>KJ</i>	City Manager  <i>SLH</i>
---	---	--	--------------------------------

## ATTACHMENT A

### 3701 Parkview Street – Skaha Main Concession





# Council Policy

penticton.ca

Approval date: June 19, 2018

Resolution No.: 275/2018

**Subject: Park Land Protection and Use Policy**

## 1. PURPOSE

1.1. The purposes of the Park Land Protection and Use Policy are:

- 1.1.1. To provide direction on the protection and uses of public park land within the City of Penticton in accord with the Official Community Plan, Parks & Recreation Master Plan and Zoning Bylaw.
- 1.1.2. To protect parks as public assets of the City of Penticton. This policy will ensure that city parks remain in the public domain through community engagement and support and with the implementation of the Park Land Protection and Use Policy.
- 1.1.3. To support the community's use and enjoyment of the parks, provide opportunities for primarily outdoor recreation and nature appreciation thereon, and to protect, conserve, and preserve the natural, physical, historical and cultural resources thereon.
- 1.1.4. To improve the quality of parks in our community through enhanced park stewardship and sustainable resource management.

## 2. GUIDING PRINCIPLES

- 2.1. The community developed a vision, a park definition and set of values in the 2018 Parks and Recreation Master Plan to guide future use of Penticton's parks and recreation services in the City of Penticton. These values directed the development of the Park Protection and Use Policy and will guide its implementation.
  - 2.1.1. A public park is an unencumbered tract of land wherein the land title is held by a public entity for the benefit, use and enjoyment of the people and for the protection, conservation, preservation of the natural, physical, historical and cultural resources thereon, and wherein an encumbrance is a burden, obstruction, or impediment to the foundational purpose or purposes for which the park was established.

2.1.2. Policy Objectives and their resulting policies have been created based on the Vision, Park Definition, Values and community engagement undertaken with the Parks & Recreation Master Plan and will be used to guide the use of parks.

- *Support recreational opportunities, healthy living and enhance public enjoyment of parks*
- *Safeguard public access and community affordability*
- *Protect public ownership*
- *Protect, preserve and promote park land*
- *Engage the community in park governance and decisions*

### 3. POLICY

#### 3.1. Support recreational opportunities, healthy living and enhance public enjoyment of parks

3.1.1. The City of Penticton supports uses, recreational opportunities, provides for a healthy lifestyle and improves the public enjoyment of parks. These uses are identified as Permitted Uses in the Zoning Bylaw and shall meet applicable subdivision and development regulations contained within each Park Zone.

3.1.2. Requests for uses that are not identified as Permitted Uses in the Zoning Bylaw shall follow the zoning procedure for *Uses in a Park Zone that are not a Permitted Use* as outlined in this policy prior to being considered by Council.

#### 3.2. Safeguard public access and community affordability

3.2.1. The City of Penticton does not support uses that inhibit long term public access through exclusive memberships, prohibitive fees or permanent physical structures that detract from the natural setting and use of the park.

#### 3.3. Protect public ownership

3.3.1. A *License*, as defined under this policy permits the use of something or allows an activity to take place; a Licensee shall not be guaranteed exclusive use of the property, is not an entitlement to the land, and includes a cancellation clause allowing the Licensor (City) to cancel the license at any time by providing the stipulated required notice; additional licenses to unrelated parties may be granted over the same property or portions of property; a license cannot be registered on the title of the property.

3.3.1.1. The City of Penticton may issue a License-to-Use for a portion of public park land to support a Permitted Use in a Park Zone. These licences are typically for a short term or seasonal in nature, up to a maximum of three (3) years, and shall be approved in accordance with the zoning procedure for *Permitted Uses* outlined in this policy.

3.3.2. A Lease, under this policy is defined as a contract by which one party conveys exclusive use of land or real property to another for a specified period of time and provides entitlement to the land, usually in return for a periodic payment. A lease is a stronger form of tenure than a License and typically cannot be cancelled during the term of the lease as long as Lessee honours terms and conditions. Leases may be registered with the Land Title office creating a legal enforceable charge against the property for the term of the lease. In the context of park land within the City of Penticton, a lease of municipal park land grants a private interest rights to public land and diminishes public ownership and control.

3.3.2.1. The City of Penticton will not enter into a lease of land dedicated as park under Park Dedication Bylaw 2018-37 without the approval of the electors.

#### 3.4. Protect, preserve and promote park land

3.4.1. If the proposed use is deemed to uphold Council Policy Section 2.1.1 and to have a net benefit to municipal park land, the City will then submit the proposal for public engagement in accordance with Section 3.5 of this policy.

3.4.2. The City of Penticton supports the growth and enhancement of public park land for community use in accordance with the Parks & Recreation Master Plan.

3.4.3. The City of Penticton recognizes that there are a number of private encroachments into existing public park land. There shall be no further encroachments into public park land and existing encroachments will be managed to ensure removal of encroachments where considered feasible.

#### 3.5. Engage the community in park governance and decisions

3.5.1. The community is involved in governance of the protection and use of parks and the implementation of this policy through their membership on the Parks & Recreation Advisory Committee.

3.5.2. The community shall be engaged before a decision is made on any proposed change to use or regulation within any Park Zone in accordance with the procedure outlined in Section 5.2 of this policy. This policy provides for increasing levels of engagement based on the scale and impact of the proposed use. City staff and the Parks & Recreation Advisory Committee will establish the level of engagement according to the impact of the proposed use, in accordance with the zoning procedure for *Requests for Uses that are not Permitted Uses* and in accordance with the IAP2 International Spectrum of Public Participation (See Schedule B).

### 4. Legacy Licenses and Leases



- 4.1. The City of Penticton recognizes that a number of existing legacy uses in public parks may not be permitted under this policy (See Schedule A). The City of Penticton may or may not allow these licences and leases to continue in accordance with the agreements that are in place at the time of the creation of this policy. At the termination of the existing agreement, the use may or may not be allowed to continue in accordance with this policy, applicable bylaws and the *Procedure for uses that are not Permitted Park Uses* (See section 5.2.2 of this policy).

## 5. PROCEDURES – ZONING BYLAW

### 5.1. Permitted Uses

- 5.1.1. Permitted Uses within any Park Zone and no other uses than those provided for in the list of permitted uses in the Zoning Bylaw shall be allowed on City park land.
  - 5.1.1.1. Permitted Uses in a Park Zone may occur in accordance with the subdivision and development regulations of the Park Zone.
  - 5.1.1.2. City staff will report to the Parks & Recreation Advisory Committee on any new licences for permitted uses in a Park Zone.

### 5.2. Uses in a Park Zone that are not Permitted

- 5.2.1. Uses that are not a Permitted Use within a Park Zone or a regulation change must be reviewed through a Zoning Amendment application and a Public Hearing held in accordance with Section 890 of the Local Government Act.
- 5.2.2. The procedural review for any new use on Park Zoned Land is as follows:
  - Step 1: Zoning Amendment Application submitted to City staff
  - Step 2: Proposal brought forward to Open Council meeting for introduction to the community
  - Step 3: Circulation of application to City Departments and Parks & Recreation Advisory Committee for review against the Official Community Plan, Parks and Recreation Master Plan, Zoning Bylaw, Park Protection and Use Policy and any other applicable regulations
  - Step 4: Parks & Recreation Advisory Committee meet to review application and determine level of community engagement required in accordance with the IAP2 International Spectrum of Public Participation (See Schedule B)
  - Step 5: Public Participation process occurs receiving input from community
  - Step 6: Parks & Recreation Advisory Committee to meet and review application
  - Step 7: Parks & Recreation Advisory Committee to provide a recommendation to Council
  - Step 8: Council report introduced to Council outlining proposed Park Protection and Use or regulation change
  - Step 9: Public hearing advertised and held in accordance with Section 890 of the Local Government Act.

Step 10: After hearing from the public and receiving a recommendation from the Parks and Recreation Advisory Committee, Council renders a decision on a park proposal.

- 5.2.3. The procedural review contained within Section 3.5 of this policy may be followed for review of other park use related matters as determined by staff and the Parks & Recreation Advisory Committee.

## 6. PROCEDURE – LICENSE TO USE RENEWAL

- 6.1. A Licence to Use may or may not be renewed up to a maximum of three (3) years: The procedural review for any renewal is as follows:

Step 1: Application to renew submitted to City staff

Step 2: Proposal brought forward to Open Council meeting for introduction to the community

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 findings 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 approval or deny the renewal.

## 7. SCHEDULES

- A. List of existing Park Licenses & Leases
- B. IAP2 International Spectrum of Public Participation

## 8. Previous revisions

Amendment process for this policy.

N/A

Certified Correct:

  
Dana Schmidt, Corporate Officer

Schedule A – List of existing Park Licenses & Leases

City of Penikese - Current Leases and Licenses in Parks and Recreation Facilities 2016														
Park Name	Zone	Lease / LTU	Licensee	Address	Area Utilized	License Type	Activity / Use	Term in Years	Start Date	Expiry Date	Extend Clause Y/N	Park Name	Location within Park (to be used in parking lot)	
Kings Park	P2	LTU	PENIKESON SOCCER CLUB	550 Edmund Ave W	15 ac	Sports club	Use of building for club activities		mo-mo	2013-10-15	until terminated	Y	Kings Park	Adjacent to parking lot
Lakawanna Park	P2	Lease	1652052 BC LTD. (Gord Ferguson) Lakawanna - Pato Burger	790 Lakeshore Dr W	11 ac	Park concession	Use of land and building for operation of concession patio and washroom facility	29	2016-05-20	2045-04-30	N	Lakawanna Park / Okanagan Lake	Concession at Lakawanna	
Marina Way Park	CT1	LTU	PRAQUE CAFE, THE	102-250 Marina Way	003 ac	Cafe	Use of land for an outdoor patio for customers	Y	2016-09-01	2021-08-31	Y	Okanagan Lake	Gross area at Okanagan Lake	
Marina Way Park	P1	Lease	PENIKESON ART GALLERY	199 Marina Way		Art gallery	Use of land and building for displaying art and providing parking	20	1996-10-01	2019-09-30	N	Okanagan Lake	Building at Okanagan Lake	
Okanagan Beach	P2	Lease	CONCESSION OKANAGAN BEACH - THE PEACH Local and Adventure Golf 1052052 BC Ltd.	165 Lakeshore Dr W		Beach concession	Beach food concession	20	2002-02-01	2022-01-31	Y	Okanagan Lake	Concession at Okanagan Lake	
Okanagan Beach		Lease	PENIKESON WATER PARK LTD. (WIBIT)	Okanagan Lake	62 ac	Water / Recreational business	Sublease of Crown land for operation of a WIBIT water park	5	2016-06-01	2020-05-31	N	Okanagan Lake	Water and sand area at Okanagan Lake	
Rotary Park	P2	LTU	BISHOP'S SNOW AND MARINE LTD.	165 Lakeshore Dr	085 ac	Recreational business	Use of building and grounds for operating business of providing rental equipment for water based activities	5	2014-01-01	2019-12-31	Y	Rotary Park	On beach	
Shaba Park	P2	LTU	CONCESSION SKAHM EAST - Nicholas, Jenise	3885 South Main St		Beach concession	Beach food concession	2	2016-05-01	2017-09-30	Y	Shaba Lake	Concession at Shaba East	

Shaba Park	P2	LTU	CONCESSION, SHABIA MAIN - Thomas & Celine Fine Foods Ltd. (Tchalekerys)	3701 Parkway St		Beach concession	Beach food concession	5	2017-05-01	2022-09-30	Y	Shaba Lake	Concession at Shaba Main
S.S. Scimous Park	P2	Lease	S.S. SCIMOUS / NARAHATA	1089 Lakeshore Dr W	2 ac	Tourist attraction	Sub-license to Use of Crown land for mortgage of the S.S. Scimous to operate a museum and host special events		1988-06-01	until terminated	N	Okanagan Lake	
Sudbury Beach	P2	LTU	CONCESSION, SUDBURY BEACH - Glow Sup Adventures (Darcy Godfrey)	3940 Shaba Lake Rd		Beach concession	Beach food concession	2	2015-05-05	2017-09-30	Y	Shaba Lake	Concession at Sudbury Beach
Lion's Park	P2	LTU	LION'S PARK CONCESSION	188 Warren Ave W		Park concession	Park food concession						
Kiwanis Park	P2	LTU	PDCCRS - After School Program	470 Edmonton Ave		Child care facility	Use of building and grounds for operation of social service programs	5	2012-03-01	2017-02-28	Y	N/A - old pool	Y
Kiwanis Park	P2	LTU	PDCCRS - Alternative & Little Triumphs	500 Edmonton Ave	1.75 ac	Child care facility	Use of building and grounds for operation of social service programs	5	2012-03-01	2017-02-28	Y	N/A - old pool	
Kiwanis Park	P2	LTU	PENTICTON SAFETY VILLAGE SOCIETY	490 Edmonton Ave	85 ac	Child safety facility	Use of building and grounds for operation of children's safety village and for equipment storage	5	2013-11-01	2018-10-31	Y	N/A	
Lakeside Road (Dog Beach)	P2	Lease	0634413 B.C. LTD. (Shaner / Shaba Dog Beach)	4951 Lakeside Rd	22 ac	Private	Sublease of Crown land for operation of cabana for property owner to the east	9	2013-08-12	2022-06-12	N	Shaba Lake Beach	Sandy beach

Lions Park	P2	LTU	PENTICTON BMX ASSOCIATION	Lions Park	2.5 ac	Sports club	Use of land for operation of bicycle motocross track and facility	N/A	1689-01-31	when cancelled	Y	Lions Park	South east corner of 168 Warren Ave
McNicoll Park	P2	LTU	SOCIETE DE LA PETITE ENFANCE DE L'ECOLE ENTRE LACS	1051 Pentiction Ave	025 ac	Pre-school facility	Use of land for fenced playground for pre-school aged children	5	2014-07-01	2016-06-30	Y	McNicoll Park	Between schools
Riverside Park	P2	LTU	COYOTE CRUISES	215 Riverside Drive	17 ac	Recreational business	Use of building for operation of a rental concession and transportation service - float the channel	5	2014-10-01	2016-09-30	Y	Riverside	South of skate park
Senior's Drop-in Centre	P1	LTU	PENTICTON HORSESHOE PITCHERS CLUB, THE	2005 South Main St	5 ac	Sports club	Use of horse pitches in exchange for maintenance and upkeep of land	3	2015-05-01	2016-04-30	Y	Seniors Centre Robinson Park	
Vancouver Avenue Park	P2	LTU	PEN COMMUNITY GARDENS SOC	480 Vancouver Ave	1.04 ac	Community gardens	Use of land for community gardens	5	2016-01-01	2020-12-31	Y	Vancouver Hill	North portion of park
Vancouver Avenue Park	P2	LTU	PENTICTON DISC GOLF	480 Vancouver Ave	2.22 ac	Sports club	Operation of disc golf facility	3	2016-03-15	2016-03-14	Y	Esplanade	All
Bastin Park	P2	LTU	FOOD FORESTERS SOC OF CANADA	2460 Bastin St	18 ac	Community gardens	Use of land for operation of community garden plots	5	2013-05-01	2016-05-31	Y	Undeveloped	North most portion of park
Darrouth Park	R2	LTU	DAVIDOW, AVERY	314 Greenwood Dr	15 ac	Private residence	Use of land for quiet enjoyment	5	2014-11-01	2016-08-31	Y	Under 2715 Darrouth Dr	Behind lot



Dartmouth Park	R2	LTU	AMANTE, F. L. & J	310 Greenwood Dr	1038 ac	Private residence	Use of land for quiet enjoyment - garden	5	2015-05-01	2020-04-30	Y	Undeveloped 2715 Dartmouth	Garden behind 861
<b>Special Purpose</b>													
Lawn Bowling Club	P2	Lease	PEN LAKEVIEW LAWN BOWLING CLUB	260 Burnswick St	55 ac	Sports club	Use of land and building for operation of a lawn bowling club	20	2000-01-01	2020-12-31	N		
Loos Landing	P2	Lease	LOCO LANDING ADV. GOLF INC.	135 Riverside Dr	1.73 ac	Recreational business	Use of land for the operation of a recreational facility	20	2009-01-01	2028-12-31	N	Riverside Park	
Pentiction Golf and Country Club	P2	Lease	PENTICTON GOLF & COUNTRY CLUB	852 Eckhardt Ave W	13.23 ac	Sports club	Use of building and land for operation of a golf club for renting equipment, providing golf lessons, leisure golfing, tournaments, the sale of refreshments and the rental of facilities as a special events venue	28	2007-07-01	2033-10-31	N		
Pentiction Yacht and Tennis Club	P2	LTO	PENTICTON TENNIS SOCIETY	293 Marina Way	.7 ac	Sports club	Use of facilities for operation of a tennis club with league play	3	2016-04-01	2017-12-31	Y	Okanagan Lake	East of marina
Pentiction Yacht and Tennis Club	P2	Lease	PENTICTON YACHT & TENNIS CLUB	293075 Marina Way	15.8 ac	Marina	Sublease of Crown V Dock in marina and storage compound to provide a commercial public marina and associated facilities		2016-04-02	2017-12-31	N	Okanagan Lake	
Elis Creek Parkway	P1	LTO	INTERIOR HEALTH AUTHORITY (Hospice Society House)	1701 Government St	.07 ac	Health facility	Use of land for quiet enjoyment - garden and walkway	5	2014-07-01	2019-06-30	Y	Undeveloped park - walking path	Adjacent to Elis Creek
Esplanade	P2	LTO	AXWORTHY, B & OUIAN, S	345 Vancouver Ave	.05 ac	Private residence	Use of land for quiet enjoyment - yard fenced	5	2014-08-01	2019-07-31	Y	Esplanade	Fenced yard

Esplanade	P2	LTU	PENTICTON DISC GOLF	500 Marina Way															
Pentiction Creek Pathway	P2	LTU	MUNSONS PROPERTIES	1551 Pentiction Ave	20 ac	Private residence	Use of land for quiet enjoyment	5	2014-11-01	2016-10-31	Y	Undeveloped park - walking path	Adjacent to Pentiction Creek						
Three Blind Mice	FG	LTU	PENTICTON DISC GOLF	1400 Riddle Road	27 ac	Sports club	Operation of disc golf facility	5	2015-03-01	2020-02-29	Y	Three Blind Mice area	South west corner						
Three Blind Mice	FG	LTU	PENTICTON AND AREA CYCLING ASSOCIATION	1400 Riddle Road	320 ac	Cycling Club	Mountain Biking Trails	5	2016-07-01	2018-03-31	Y	Not a Park							
TCT / KVR Trail	AG	LTU	BOGDANOFF, C & BOWEN, P	1645 Lower Bench Rd	25 ac	Private residence	Use of KVR land for agriculture - fenced gardens	5	2012-01-01	2016-12-31	Y	KVR	Fronts trail						
TCT / KVR Trail	AG	LTU	HOLLER, BARBARA ROSE	1181 Davenport Ave	155 ac	Private residence	Use of KVR land for agriculture - grapes	5	2014-05-01	2016-04-30	Y	KVR	Fronts trail						
TCT / KVR Trail	P2	LTU	SHAW, H & M	1110/113 Lochore Rd	1.34 ac	Private residence	Use of KVR land for agricultural purposes	7	2013-01-01	2016-12-31	Y	KVR	Fronts trail both sides						
TCT / KVR Trail	P2	Lease	KING FAMILY FARMS LTD. KVR (lots 1-5)	1604 Custer Rd	5 ac	Agricultural business	Use of KVR land for Agriculture	5	2001-05-01	2017-06-30	N	KVR	Fronts KVR both sides						

630 Munson Mtn Road	P2	LTU	PENICTON BMX SOCIETY	630 Munson Mtn Rd	2.8 ac	Sports club	Use of land for operation of bicycle motocross track and facility	5	2016-05-01	2021-04-30	Y	Munson Mountain	North west portion
Adidas Sportsplex	P2	Lease	PINNACLES FOOTBALL CLUB AND PENICTON SOCCER CLUB aka ADIDAS SPORTSPLEX	550 Eckhardt Ave W	67 ac	Sports clubs	Use of land and building as a sports complex for football, indoor soccer and a public walking track	20	2015-09-01	2044-09-31	N	Kings park	Indoor use at 550 Eckhardt Ave
McLaren Arena	P2	LTU	OKANAGAN HOCKEY SCHOOL / GROUP	McLaren Arena	23 ac	Sports educator	Use of facility for Hockey school, operation of concession and vending machines	2	Exp.		Y	N/A	
Senior's Drop-In Centre	P2	Lease	PEN SENIORS DROP IN CENTRE SOC	2065 South Main St		Social club	Use of land and building for operation of a seniors' social facility	20	1999-06-01	2019-05-31	N	Robinson Park	
Memorial & McLaren Arena	P1	LTU	PENICTON & DISTRICT MINOR HOCKEY ASSOC. (Memorial Arena)	399 Power Street		Arena concession	Sale of refreshments and placement of hotfood vending machines		2003-09-01	2016-04-30	Y	Memorial Arena	
South Okanagan Events Centre	P1	Lease	APPLE PLANNING SERVICES INC. & 6926232 B.C. LTD.	888 Westminster Ave W		Private business	Use of a portion of the building as an office	5	2013-01-01	2017-07-31	N	Queens Park	
South Okanagan Events Centre	P1	Lease	INTERIOR HEALTH AUTHORITY Part of SOEC	853 Eckhardt Ave W		Health provider	Use of a portion of the building to operate a cardiac and pulmonary rehabilitation wellness program	5	2014-09-01	2019-09-31	Y		Part of SOEC
South Okanagan Events Centre	P1	Lease	OKANAGAN HOCKEY SCHOOL	853 Eckhardt Ave W		Sports educator	Use of a portion of the building for operation of a hockey school and other related activities	10	2009-01-01	2018-12-31	N	Kings Park	



South Okanagan Events Centre	P1	LTU	PENTICTON TOURISM	853 Eckhardt Ave W	Tourism Organization	Temporary office rental	1	2016-12-31	Y		
Pentiction Curling Rink	P1	Lease	PENTICTON CURLING CLUB	505 Vasey Dr	Sports club	Use of a portion of the building for operation of a curling rink for the purpose of providing curling lessons, competitions and bonspiels and sale of refreshments	10	2010-10-01	2020-09-30	Y	
Pentiction Community Centre	P1	Lease	DALE CHARLES & ASSOC. PHYSICAL THERAPIST CORP.	325 Power St	Health provider	Use of a portion of the building for the operation of a physiotherapy clinic	5	2012-04-02	2017-04-01	N	
Pentiction Community Centre	P1	LTU	KISU SWIM CLUB	325 Power St	Swim Club	Office rental	3	2017-09-31		Y	
Pentiction Community Centre	P1	LTU	DRAGON BOAT FESTIVAL	325 Power St	Non-profit group	Office rental (year to year)	1	2016-12-31		Y	
Oxbows	CT2	LTU	OXBOW RV RESORT LTD.	3911 Shaba Lake Rd	Recreational business	Use of land for RV Park	5	2012-06-01	2017-05-31	Y	N/A
Lair House	P1	Lease	PEN. & DIST. COMMUNITY ARTS COUNCIL - Lair House	220 Manor Park	Arts club	Use of building and land as a place for artists to gather and to work on their art projects	yr-yr	1982-07-01		N	Building at 220 Manor Park

Schedule B – IAP2 International Spectrum of Public Participation

# iap2 public participation spectrum

developed by the international association for public participation

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
<b>PUBLIC PARTICIPATION GOAL</b>	To provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	To obtain public feedback on analysis, alternatives and/or decision.	To work directly with the public throughout the process to ensure that public issues and concerns are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
<b>PROMISE TO THE PUBLIC</b>	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for direct advice and innovation in formulating solutions and incorporate your advise and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
<b>EXAMPLE TOOLS</b>	<ul style="list-style-type: none"> <li>• Fact sheets</li> <li>• Websites</li> <li>• Open houses</li> </ul>	<ul style="list-style-type: none"> <li>• Public comment</li> <li>• Focus groups</li> <li>• Surveys</li> <li>• Public meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops</li> <li>• Deliberate polling</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen Advisory committees</li> <li>• Consensus-building</li> <li>• Participatory decision-making</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen juries</li> <li>• Ballots</li> <li>• Delegated decisions</li> </ul>

Tickleberry's, Main Concession  
3701 Parkveiw Street  
Penticton, BC  
V2A 3W3

Dear Sheri Raposo, thank you for the opportunity to express our enjoyment and overall want, to continue use of Tickleberry's on the Beach, Shaka Lake.

We are requesting a lease of 5 years to continue happily serving locals and tourists throughout the summer months.

Tickleberry's has been successfully operating the main concession since 2015 with 15 seasonal employees. Since 2015 Tickleberry's has installed 2 commercial deep fryers, a commercial dish washer, 2 16 unit ice cream freezers, 1 commercial sandwich prep unit, 2 industrial safes, 4 chest freezers, 2 standup freezers, 2 commercial fridge's, 4 stainless steel prep tables, storage shelves, custom mural and signage. Just over \$70,000 has been put into the main concession.

Upon completion of a new lease, Tickleberry's will update the signage on the outside of the building, re-paint the front of the building and touch up the current mural. We will be purchasing new outdoor seating and continuing the yearly maintenance on the building of painting the floor and indoor walls. For the upcoming season we will be spending \$12,000 on improvements.

Tickleberry's prides itself on hiring local staff and being a safe, fun place to work. At this particular location staff are better compensated due to the tough working conditions of no A/C and hot grills. Free drinks are given, extra breaks and staff snacks are always available. Each year over \$100,000 of wages are paid at just this location. We also pride ourselves in always offering something to everyone. As a mother of 3, and the ever-growing price increases, we will always offer bottled water at \$2.00 and novelties at \$2.00 so anyone going to the beach can enjoy a sweet treat without breaking the bank.

All in all, we love being part of the community and the beach experience! We will open early for school events and open late for city events. We will always be flexible and take suggestions and continue to be easy to work with.

Thank you for your time

Kelsey and the Tickleberry Family

# Council Report

penticton.ca

File No: 4320-80

**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manger  
**From:** Sheri Raposo, Land Administrator  
  
**Subject:** **Request for Proposal - Sudbury Beach Concession**  
**3846 Skaha Lake Road**

## Staff Recommendation

THAT Council refer the Request for Proposal process to the Parks and Recreation Advisory Committee for their review and recommendation for the use of 3846 Skaha Lake Road (Sudbury Beach Concession) for the purpose of seeking an operator for a food concession for a three (3) year sub-license to use agreement term.

## Strategic priority objective

**Vision:** A vibrant, resilient, and healthy waterfront city focused on safety, livability, and vibrancy.

## Property Description

Sudbury Beach Concession is located on park land at 3846 Skaha Lake Road, as shown outlined in red on Attachment A. The concession is located on land the City leases from the Province (Attachment C). The building includes a ±320 sq. ft. concession area. Public washrooms are located at the north end of the building and do not form part of the Licensed Area, with the City being responsible for the maintenance of the washrooms.

## Background

There are a total of four operational beach concession buildings in Penticton:

NAME	End of Term
Skaha Main Concession	September 30, 2023
Sudbury Beach Concession	September 30, 2023
Skaha East Concession	April 30, 2025
Peach Concession	April 30, 2025

Glow SUP Adventures d.b.a Breezy Bites, is the most recent operator of the Sudbury Beach Concession and had a Sub-License to Use agreement for one season. The previous tenant in this location provided notice early in the 2023 season that they would be unable to continue to operate the concession and complete their 3-year commitment with the City. Shortly after receiving this notice, staff were approached by Breezy Bites with a proposal to enter into a one-year Sub-License to Use agreement to keep this concession operational for the season. Staff supported the proposal and Breezy Bites quickly stocked up and staffed the concession for a successful season. The current agreement expired on September 30, 2023, and staff are now recommending an RFP process be utilized to select a vendor for a three-year term.

### **License to Use Summary**

The proposed three-year term of the sub- license to use agreement for the concession will be from May 1, 2024, to April 30, 2027.

The operator of the concession will be responsible for utilities, day-to-day upkeep, safety, and security of the building. The City will continue to be responsible for the major maintenance of the building, surrounding grounds and adjoining washrooms.

### **Financial Implication**

At this time, there is no financial implication to the City. Staff anticipate that market rates in the proposals will not be significantly different from the former sub-license to use agreement rates.

### **Park Land Protection and Use Policy**

As the land, where the concession building is located, is park land, the Park Land Protection and Use Policy requires new agreements or renewal of agreements within our park land 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 and 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 and Recreation Advisory Committee
- Step 6: Parks and Recreation Advisory Committee review application and feedback from Staff
- Step 7: Parks and 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 Parks and Recreation Advisory Committee (PRAC) at the next available meeting, and then will provide Council with the Committee's recommendation at the next available Council meeting.

### **Request for Proposal Process (RFP)**

An RFP is used when the City has a need and is seeking proposals to provide a product or service. The New West Partnership Trade Agreement does not require issuance of an RFP for revenue generating

opportunities such as this, however it may be an appropriate solution to seek out a future operator through a competitive process. The last time that this specific tenure was offered publicly was in 2022.

Should Council wish to seek a competitive process for use of this concession; A three-year time period for a sub-licence to use agreement is outlined in the policy, however depending upon a proposal that may come forward a longer time period may be considered appropriate, up to, in staff's review, a maximum of five years. Should the RFP process be supported by Council, after review by the Committee, staff will commence this process immediately to ensure that a new sub-license to use agreement is in place for the 2024 season.

### Analysis

To ensure an open competitive environment the City's practice is to issue a request for proposal for concession operators.

### Attachments

Attachment A – Aerial View of Building and Location of the Sudbury Beach

Attachment B – Park Land Protection and Use Policy

Attachment C- Provincial Lease

Respectfully submitted,

Sheri Raposo,  
Land Administrator

Concurrence

Director of Finance & Administration  <i>AMC</i>	General Manager of Infrastructure  <i>KD</i>	Director of Community Services  <i>KJ</i>	City Manager  <i>DL</i>
---	---	--	-------------------------------



**ATTACHMENT A**

**3846 Skaha Lake Road – Sudbury Beach Concession**



# Council Policy

penticton.ca

Approval date: June 19, 2018

Resolution No.: 275/2018

**Subject: Park Land Protection and Use Policy**

## 1. PURPOSE

1.1. The purposes of the Park Land Protection and Use Policy are:

- 1.1.1. To provide direction on the protection and uses of public park land within the City of Penticton in accord with the Official Community Plan, Parks & Recreation Master Plan and Zoning Bylaw.
- 1.1.2. To protect parks as public assets of the City of Penticton. This policy will ensure that city parks remain in the public domain through community engagement and support and with the implementation of the Park Land Protection and Use Policy.
- 1.1.3. To support the community's use and enjoyment of the parks, provide opportunities for primarily outdoor recreation and nature appreciation thereon, and to protect, conserve, and preserve the natural, physical, historical and cultural resources thereon.
- 1.1.4. To improve the quality of parks in our community through enhanced park stewardship and sustainable resource management.

## 2. GUIDING PRINCIPLES

- 2.1. The community developed a vision, a park definition and set of values in the 2018 Parks and Recreation Master Plan to guide future use of Penticton's parks and recreation services in the City of Penticton. These values directed the development of the Park Protection and Use Policy and will guide its implementation.
  - 2.1.1. A public park is an unencumbered tract of land wherein the land title is held by a public entity for the benefit, use and enjoyment of the people and for the protection, conservation, preservation of the natural, physical, historical and cultural resources thereon, and wherein an encumbrance is a burden, obstruction, or impediment to the foundational purpose or purposes for which the park was established.



2.1.2. Policy Objectives and their resulting policies have been created based on the Vision, Park Definition, Values and community engagement undertaken with the Parks & Recreation Master Plan and will be used to guide the use of parks.

- *Support recreational opportunities, healthy living and enhance public enjoyment of parks*
- *Safeguard public access and community affordability*
- *Protect public ownership*
- *Protect, preserve and promote park land*
- *Engage the community in park governance and decisions*

### 3. POLICY

#### 3.1. Support recreational opportunities, healthy living and enhance public enjoyment of parks

3.1.1. The City of Penticton supports uses, recreational opportunities, provides for a healthy lifestyle and improves the public enjoyment of parks. These uses are identified as Permitted Uses in the Zoning Bylaw and shall meet applicable subdivision and development regulations contained within each Park Zone.

3.1.2. Requests for uses that are not identified as Permitted Uses in the Zoning Bylaw shall follow the zoning procedure for *Uses in a Park Zone that are not a Permitted Use* as outlined in this policy prior to being considered by Council.

#### 3.2. Safeguard public access and community affordability

3.2.1. The City of Penticton does not support uses that inhibit long term public access through exclusive memberships, prohibitive fees or permanent physical structures that detract from the natural setting and use of the park.

#### 3.3. Protect public ownership

3.3.1. A *License*, as defined under this policy permits the use of something or allows an activity to take place; a Licensee shall not be guaranteed exclusive use of the property, is not an entitlement to the land, and includes a cancellation clause allowing the Licensor (City) to cancel the license at any time by providing the stipulated required notice; additional licenses to unrelated parties may be granted over the same property or portions of property; a license cannot be registered on the title of the property.

3.3.1.1. The City of Penticton may issue a License-to-Use for a portion of public park land to support a Permitted Use in a Park Zone. These licences are typically for a short term or seasonal in nature, up to a maximum of three (3) years, and shall be approved in accordance with the zoning procedure for *Permitted Uses* outlined in this policy.

3.3.2. A Lease, under this policy is defined as a contract by which one party conveys exclusive use of land or real property to another for a specified period of time and provides entitlement to the land, usually in return for a periodic payment. A lease is a stronger form of tenure than a License and typically cannot be cancelled during the term of the lease as long as Lessee honours terms and conditions. Leases may be registered with the Land Title office creating a legal enforceable charge against the property for the term of the lease. In the context of park land within the City of Penticton, a lease of municipal park land grants a private interest rights to public land and diminishes public ownership and control.

3.3.2.1. The City of Penticton will not enter into a lease of land dedicated as park under Park Dedication Bylaw 2018-37 without the approval of the electors.

#### 3.4. Protect, preserve and promote park land

3.4.1. If the proposed use is deemed to uphold Council Policy Section 2.1.1 and to have a net benefit to municipal park land, the City will then submit the proposal for public engagement in accordance with Section 3.5 of this policy.

3.4.2. The City of Penticton supports the growth and enhancement of public park land for community use in accordance with the Parks & Recreation Master Plan.

3.4.3. The City of Penticton recognizes that there are a number of private encroachments into existing public park land. There shall be no further encroachments into public park land and existing encroachments will be managed to ensure removal of encroachments where considered feasible.

#### 3.5. Engage the community in park governance and decisions

3.5.1. The community is involved in governance of the protection and use of parks and the implementation of this policy through their membership on the Parks & Recreation Advisory Committee.

3.5.2. The community shall be engaged before a decision is made on any proposed change to use or regulation within any Park Zone in accordance with the procedure outlined in Section 5.2 of this policy. This policy provides for increasing levels of engagement based on the scale and impact of the proposed use. City staff and the Parks & Recreation Advisory Committee will establish the level of engagement according to the impact of the proposed use, in accordance with the zoning procedure for *Requests for Uses that are not Permitted Uses* and in accordance with the IAP2 International Spectrum of Public Participation (See Schedule B).

### 4. Legacy Licenses and Leases

- 4.1. The City of Penticton recognizes that a number of existing legacy uses in public parks may not be permitted under this policy (See Schedule A). The City of Penticton may or may not allow these licences and leases to continue in accordance with the agreements that are in place at the time of the creation of this policy. At the termination of the existing agreement, the use may or may not be allowed to continue in accordance with this policy, applicable bylaws and the *Procedure for uses that are not Permitted Park Uses* (See section 5.2.2 of this policy).

## 5. PROCEDURES – ZONING BYLAW

### 5.1. Permitted Uses

- 5.1.1. Permitted Uses within any Park Zone and no other uses than those provided for in the list of permitted uses in the Zoning Bylaw shall be allowed on City park land.
  - 5.1.1.1. Permitted Uses in a Park Zone may occur in accordance with the subdivision and development regulations of the Park Zone.
  - 5.1.1.2. City staff will report to the Parks & Recreation Advisory Committee on any new licences for permitted uses in a Park Zone.

### 5.2. Uses in a Park Zone that are not Permitted

- 5.2.1. Uses that are not a Permitted Use within a Park Zone or a regulation change must be reviewed through a Zoning Amendment application and a Public Hearing held in accordance with Section 890 of the Local Government Act.
- 5.2.2. The procedural review for any new use on Park Zoned Land is as follows:
  - Step 1: Zoning Amendment Application submitted to City staff
  - Step 2: Proposal brought forward to Open Council meeting for introduction to the community
  - Step 3: Circulation of application to City Departments and Parks & Recreation Advisory Committee for review against the Official Community Plan, Parks and Recreation Master Plan, Zoning Bylaw, Park Protection and Use Policy and any other applicable regulations
  - Step 4: Parks & Recreation Advisory Committee meet to review application and determine level of community engagement required in accordance with the IAP2 International Spectrum of Public Participation (See Schedule B)
  - Step 5: Public Participation process occurs receiving input from community
  - Step 6: Parks & Recreation Advisory Committee to meet and review application
  - Step 7: Parks & Recreation Advisory Committee to provide a recommendation to Council
  - Step 8: Council report introduced to Council outlining proposed Park Protection and Use or regulation change
  - Step 9: Public hearing advertised and held in accordance with Section 890 of the Local Government Act.

Step 10: After hearing from the public and receiving a recommendation from the Parks and Recreation Advisory Committee, Council renders a decision on a park proposal.

- 5.2.3. The procedural review contained within Section 3.5 of this policy may be followed for review of other park use related matters as determined by staff and the Parks & Recreation Advisory Committee.

## 6. PROCEDURE – LICENSE TO USE RENEWAL

- 6.1. A Licence to Use may or may not be renewed up to a maximum of three (3) years: The procedural review for any renewal is as follows:

Step 1: Application to renew submitted to City staff

Step 2: Proposal brought forward to Open Council meeting for introduction to the community

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 findings 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 approval or deny the renewal.

## 7. SCHEDULES

- A. List of existing Park Licenses & Leases
- B. IAP2 International Spectrum of Public Participation

## 8. Previous revisions

Amendment process for this policy.

N/A

Certified Correct:

  
Dana Schmidt, Corporate Officer

Schedule A – List of existing Park Licenses & Leases

City of Penikese - Current Leases and Licenses in Parks and Recreation Facilities 2016												
Park Name	Zone	Lease / LTU	Licensee	Address	Area (acres)	License Type	Activity / Use	Term in Years	Start Date	Expiry Date	Extend Clause Y/N	Location Within Park (to be used in parking lot)
Kings Park	P2	LTU	PENIKESON SOCCER CLUB	550 Edmund Ave W	15 ac	Sports club	Use of building for club activities	mo-mo	2013-10-15	until terminated	Y	Kings Park Adjacent to parking lot
Lakawanna Park	P2	Lease	165202 BC LTD. (Gord Ferguson) Lakawanna - Pato Burger	790 Lakeshore Dr W	11 ac	Park concession	Use of land and building for operation of concession patio and washroom facility	29	2016-05-20	2045-04-30	N	Lakawanna Park / Concession at Lakawanna
Marina Way Park	CT1	LTU	PRAQUE CAFE, THE	102-250 Marina Way	003 ac	Cafe	Use of land for an outdoor patio for customers	Y	2016-09-01	2021-08-31	Y	Okanagan Lake Grass area at Okanagan Lake
Marina Way Park	P1	Lease	PENIKESON ART GALLERY	199 Marina Way		Art gallery	Use of land and building for displaying art and providing parking	20	1996-10-01	2019-09-30	N	Okanagan Lake Building at Okanagan Lake
Okanagan Beach	P2	Lease	CONCESSION OKANAGAN BEACH - THE PEACH Local Landing Adventure Golf 1062052 BC Ltd.	165 Lakeshore Dr W		Beach concession	Beach food concession	20	2002-02-01	2022-01-31	Y	Okanagan Lake Concession at Okanagan Lake
Okanagan Beach		Lease	PENIKESON WATER PARK LTD. (WIBIT)	Okanagan Lake	62 ac	Water / Recreational business	Sublease of Crown land for operation of a WIBIT water park	5	2016-06-01	2020-05-31	N	Okanagan Lake Water and sand area at Okanagan Lake
Rotary Park	P2	LTU	BISHOP'S SNOW AND MARINE LTD.	165 Lakeshore Dr	085 ac	Recreational business	Use of building and grounds for operating business of providing rental equipment for water based activities	5	2014-01-01	2018-12-31	Y	Rotary Park On beach
Shaba Park	P2	LTU	CONCESSION SKAHM EAST - Nicholas, Jeneva	3885 South Main St		Beach concession	Beach food concession	2	2016-05-01	2017-09-30	Y	Shaba Lake Concession at Shaba East



Shaba Park	P2	LTU	CONCESSION, SHABIA MAIN - Thomas & Cabin Fine Foods Ltd. (Tchaleberry's)	3701 Parkview St		Beach concession	Beach food concession	5	2017-05-01	2022-09-30	Y	Shaba Lake	Concession at Shaba Main
S.S. Scimus Park	P2	Lease	S.S. SCIMOUS / NARAHATA	1089 Lakeshore Dr W	2 ac	Tourist attraction	Sub-license to Use of Crown land for mortgage of the S.S. Scimus to operate a museum and host special events		1988-06-01	until terminated	N	Okanagan Lake	
Sudbury Beach	P2	LTU	CONCESSION, SUDBURY BEACH - Glow Sup Adventures (Darcy Godfrey)	3940 Shaba Lake Rd		Beach concession	Beach food concession	2	2015-05-05	2017-09-30	Y	Shaba Lake	Concession at Sudbury Beach
Lion's Park	P2	LTU	LION'S PARK CONCESSION	188 Warren Ave W		Park concession	Park food concession						
Kiwano Park	P2	LTU	PDCCRS - After School Program	470 Edmonton Ave		Child care facility	Use of building and grounds for operation of social service programs	5	2012-03-01	2017-02-28	Y	N/A - old pool	Y
Kiwano Park	P2	LTU	PDCCRS - Alternative & Little Triumphs	500 Edmonton Ave	1.75 ac	Child care facility	Use of building and grounds for operation of social service programs	5	2012-03-01	2017-02-28	Y	N/A - old pool	
Kiwano Park	P2	LTU	PENTICTON SAFETY VILLAGE SOCIETY	490 Edmonton Ave	85 ac	Child safety facility	Use of building and grounds for operation of children's safety village and for equipment storage	5	2013-11-01	2018-10-31	Y	N/A	
Lakeside Road (Dog Beach)	P2	Lease	0634413 B.C. LTD. (Shaner / Shaba Dog Beach)	4851 Lakeside Rd	22 ac	Private	Sublease of Crown land for operation of cabana for property owner to the east	9	2013-08-12	2022-06-12	N	Shaba Lake Beach	Sandy beach

Lions Park	P2	LTU	PENTICTON BMX ASSOCIATION	Lions Park	2.5 ac	Sports club	Use of land for operation of bicycle motocross track and facility	N/A	1888-01-31	when cancelled	Y	Lions Park	South east corner of 188 Warren Ave
McNicoll Park	P2	LTU	SOCIETE DE LA PETITE ENFANCE DE L'ECOLE ENTRE LACS	1051 Pentiction Ave	025 ac	Pre-school facility	Use of land for fenced playground for pre-school aged children	5	2014-07-01	2016-06-30	Y	McNicoll Park	Between schools
Riverside Park	P2	LTU	COYOTE CRUISES	215 Riverside Drive	17 ac	Recreational business	Use of building for operation of a rental concession and transportation service - float the channel	5	2014-10-01	2016-09-30	Y	Riverside	South of skate park
Senior's Drop-in Centre	P1	LTU	PENTICTON HORSESHOE PITCHERS CLUB, THE	2005 South Main St	5 ac	Sports club	Use of horse pitches in exchange for maintenance and upkeep of land	3	2015-05-01	2018-04-30	Y	Seniors Centre Robinson Park	
Vancouver Avenue Park	P2	LTU	PEN COMMUNITY GARDENS SOC	480 Vancouver Ave	1.04 ac	Community gardens	Use of land for community gardens	5	2016-01-01	2020-12-31	Y	Vancouver Hill	North portion of park
Vancouver Avenue Park	P2	LTU	PENTICTON DISC GOLF	480 Vancouver Ave	2.22 ac	Sports club	Operation of disc golf facility	3	2016-03-15	2016-03-14	Y	Esplanade	All
Bastin Park	P2	LTU	FOOD FORESTERS SOC OF CANADA	2460 Bastin St	18 ac	Community gardens	Use of land for operation of community garden plots	5	2013-05-01	2018-05-31	Y	Undeveloped	North most portion of park
Darrouth Park	R2	LTU	DAVIDOW, AVERY	314 Greenwood Dr	15 ac	Private residence	Use of land for quiet enjoyment	5	2014-11-01	2016-08-31	Y	Under 2715 Darrouth Dr	Behind lot

Dartmouth Park	R2	LTU	AMANTE, F. L. & J	310 Greenwood Dr	1038 ac	Private residence	Use of land for quiet enjoyment - garden	5	2015-05-01	2020-04-30	Y	Undeveloped 2715 Dartmouth	Garden behind 861
<b>Special Purpose</b>													
Lawn Bowling Club	P2	Lease	PEN LAKEVIEW LAWN BOWLING CLUB	260 Burnswick St	55 ac	Sports club	Use of land and building for operation of a lawn bowling club	20	2000-01-01	2020-12-31	N		
Loos Landing	P2	Lease	LOCO LANDING ADV. GOLF INC.	135 Riverside Dr	1.73 ac	Recreational business	Use of land for the operation of a recreational facility	20	2009-01-01	2028-12-31	N	Riverside Park	
Pentiction Golf and Country Club	P2	Lease	PENTICTON GOLF & COUNTRY CLUB	852 Eckhardt Ave W	13.23 ac	Sports club	Use of building and land for operation of a golf club for renting equipment, providing golf lessons, leisure golfing, tournaments, the sale of refreshments and the rental of facilities as a special events venue	28	2007-07-01	2033-10-31	N		
Pentiction Yacht and Tennis Club	P2	LTO	PENTICTON TENNIS SOCIETY	293 Marina Way	.7 ac	Sports club	Use of facilities for operation of a tennis club with league play	3	2016-04-01	2017-12-31	Y	Okanagan Lake	East of marina
Pentiction Yacht and Tennis Club	P2	Lease	PENTICTON YACHT & TENNIS CLUB	293075 Marina Way	15.8 ac	Marina	Sublease of Crown V Dock in marina and storage compound to provide a commercial public marina and associated facilities		2016-04-02	2017-12-31	N	Okanagan Lake	
Elis Creek Parkway	P1	LTO	INTERIOR HEALTH AUTHORITY (Hospice Society House)	1701 Government St	.07 ac	Health facility	Use of land for quiet enjoyment - garden and walkway	5	2014-07-01	2019-06-30	Y	Undeveloped park - walking path	Adjacent to Elis Creek
Esplanade	P2	LTO	AXWORTHY, B & QUINN, S	345 Vancouver Ave	.05 ac	Private residence	Use of land for quiet enjoyment - yard fenced	5	2014-08-01	2019-07-31	Y	Esplanade	Fenced yard



Esplanade	P2	LTU	PENTICTON DISC GOLF	500 Marina Way															
Pentiction Creek Pathway	P2	LTU	MUNSONS PROPERTIES	1551 Pentiction Ave	20 ac	Private residence	Use of land for quiet enjoyment	5	2014-11-01	2016-10-31	Y	Undeveloped park - walking path	Adjacent to Pentiction Creek						
Three Blind Mice	FG	LTU	PENTICTON DISC GOLF	1400 Riddle Road	27 ac	Sports club	Operation of disc golf facility	5	2015-03-01	2020-02-29	Y	Three Blind Mice area	South west corner						
Three Blind Mice	FG	LTU	PENTICTON AND AREA CYCLING ASSOCIATION	1400 Riddle Road	320 ac	Cycling Club	Mountain Biking Trails	5	2016-07-01	2018-03-31	Y	Not a Park							
TCT / KVR Trail	AG	LTU	BOGDANOFF, C & BOWEN, P	1645 Lower Bench Rd	25 ac	Private residence	Use of KVR land for agriculture - fenced gardens	5	2012-01-01	2016-12-31	Y	KVR	Fronts trail						
TCT / KVR Trail	AG	LTU	HOLLER, BARBARA ROSE	1181 Davenport Ave	155 ac	Private residence	Use of KVR land for agriculture - grapes	5	2014-05-01	2016-04-30	Y	KVR	Fronts trail						
TCT / KVR Trail	P2	LTU	SHAW, H & M	1111/1113 Lochore Rd	1.34 ac	Private residence	Use of KVR land for agricultural purposes	7	2013-01-01	2016-12-31	Y	KVR	Fronts trail both sides						
TCT / KVR Trail	P2	Lease	KING FAMILY FARMS LTD. KVR (lots 1-5)	1604 Custer Rd	5 ac	Agricultural business	Use of KVR land for Agriculture	5	2001-05-01	2017-06-30	N	KVR	Fronts KVR both sides						

630 Munson Mtn Road	P2	LTU	PENICTON BMX SOCIETY	630 Munson Mtn Rd	2.8 ac	Sports club	Use of land for operation of bicycle motocross track and facility	5	2016-05-01	2021-04-30	Y	Munson Mountain	North west portion
Adidas Sportsplex	P2	Lease	PINNACLES FOOTBALL CLUB AND PENICTON SOCCER CLUB aka ADIDAS SPORTSPLEX	550 Eckhardt Ave W	67 ac	Sports clubs	Use of land and building as a sports complex for football, indoor soccer and a public walking track	20	2015-09-01	2044-09-31	N	Kings park	Indoor use at 550 Eckhardt Ave
McLaren Arena	P2	LTU	OKANAGAN HOCKEY SCHOOL / GROUP	McLaren Arena	23 ac	Sports educator	Use of facility for Hockey school, operation of concession and vending machines	2	Exp.		Y	N/A	
Senior's Drop-In Centre	P2	Lease	PEN SENIORS DROP IN CENTRE SOC	2965 South Main St		Social club	Use of land and building for operation of a seniors' social facility	20	1999-06-01	2019-05-31	N	Robinson Park	
Memorial & McLaren Arena	P1	LTU	PENICTON & DISTRICT MINOR HOCKEY ASSOC. (Memorial Arena)	399 Power Street		Arena concession	Sale of refreshments and placement of hotfood vending machines		2003-09-01	2016-04-30	Y	Memorial Arena	
South Okanagan Events Centre	P1	Lease	APPLE PLANNING SERVICES INC. & 6926232 B.C. LTD.	888 Westminster Ave W		Private business	Use of a portion of the building as an office	5	2013-01-01	2017-07-31	N	Queens Park	
South Okanagan Events Centre	P1	Lease	INTERIOR HEALTH AUTHORITY Part of SOEC	853 Eckhardt Ave W		Health provider	Use of a portion of the building to operate a cardiac and pulmonary rehabilitation wellness program	5	2014-09-01	2019-09-31	Y		Part of SOEC
South Okanagan Events Centre	P1	Lease	OKANAGAN HOCKEY SCHOOL	853 Eckhardt Ave W		Sports educator	Use of a portion of the building for operation of a hockey school and other related activities	10	2009-01-01	2018-12-31	N	Kings Park	

South Okanagan Events Centre	P1	LTU	PENTICTON TOURISM	853 Eckhardt Ave W	Tourism Organization	Temporary office rental	1	2016-12-31	Y		
Pentiction Curling Rink	P1	Lease	PENTICTON CURLING CLUB	505 Veer Dr	Sports club	Use of a portion of the building for operation of a curling rink for the purpose of providing curling lessons, competitions and bonspiels and sale of refreshments	10	2010-10-01	2020-09-30	Y	
Pentiction Community Centre	P1	Lease	DALE CHARLES & ASSOC. PHYSICAL THERAPIST CORP.	325 Power St	Health provider	Use of a portion of the building for the operation of a physiotherapy clinic	5	2012-04-02	2017-04-01	N	
Pentiction Community Centre	P1	LTU	KISU SWIM CLUB	325 Power St	Swim Club	Office rental	3		2017-09-31	Y	
Pentiction Community Centre	P1	LTU	DRAGON BOAT FESTIVAL	325 Power St	Non-profit group	Office rental (year to year)	1		2016-12-31	Y	
Oxbows	CT2	LTU	OXBOW RV RESORT LTD.	3911 Shala Lake Rd	Recreational business	Use of land for RV Park	5	2012-06-01	2017-05-31	Y	N/A
Lair House	P1	Lease	PEN. & DIST. COMMUNITY ARTS COUNCIL - Lair House	220 Manor Park	Arts club	Use of building and land as a place for artists to gather and to work on their art projects	yr-yr	1982-07-01		N	Building at 220 Manor Park



Schedule B – IAP2 International Spectrum of Public Participation

iap2 public participation spectrum					
developed by the international association for public participation					
PUBLIC PARTICIPATION GOAL	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
	To provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	To obtain public feedback on analysis, alternatives and/or decision.	To work directly with the public throughout the process to ensure that public issues and concerns are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
PROMISE TO THE PUBLIC					
	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for direct advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
EXAMPLE TOOLS					
	<ul style="list-style-type: none"> <li>• Fact sheets</li> <li>• Websites</li> <li>• Open houses</li> </ul>	<ul style="list-style-type: none"> <li>• Public comment</li> <li>• Focus groups</li> <li>• Surveys</li> <li>• Public meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops</li> <li>• Deliberate polling</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen Advisory committees</li> <li>• Consensus-building</li> <li>• Participatory decision-making</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen juries</li> <li>• Ballots</li> <li>• Delegated decisions</li> </ul>



Our File: 0174423

December 6, 2017

Corporation of The City of Penticton  
171 Main St  
Penticton BC V2A 5A9

Dear Sir/Madam:

Enclosed is an originally executed copy of Lease Number 348415 covering District Lots 12s together with that part of District Lot 3867s, all of Similkameen Division Yale District, being part of the bed of Skaha Lake, containing 4.68 hectares, more or less

The Lease is issued in your name for a term of 114 months commencing July 1, 2017, for public recreation purposes.

This Lease replaces Lease Number 333023 which has been noted as expired.

Please ensure that this document is kept in a safe location, as it must be presented to this office for assignment, should the interest be transferred or sold.

Should you have any questions regarding this matter, please contact Lynda Zonruiter at the telephone number or e-mail address listed below.

Yours truly,

Jill Hay  
Licensing Clerk

Attachment

pc: B.C. Assessment Authority, Kelowna  
City of Penticton

LEASE

Lease No.:

348415

File No.: 0174423

Disposition No.: 925107

THIS AGREEMENT is dated for reference July 1, 2017 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 "Lessee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

**"Agreement"** means this lease;

**"Commencement Date"** means July 1, 2017;

**"disposition"** has the meaning given to it in the *Land Act* and includes a licence of occupation;

**"Hazardous Substances"** means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

**“Improvements”** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

**“Land”** means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

**“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;

**“Rent”** means the rent set out in Article 3;

**“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 Lessee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Lessee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law 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 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or 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.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.



- 1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for public recreation purposes.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 114 months anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

## ARTICLE 3 - RENT

- 3.1 The Rent for the Term is \$1.00, the receipt of which we acknowledge.

## ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Rent 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;
  - (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 including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way

to Hazardous Substances, the environment and human health and safety, and

- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, 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 to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
  - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
  - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as each owner of any upland property adjacent to the Land whose rights of riparian access are infringed by your activities undertaken within the Land remains bound by an agreement in which that owner consents to any such infringement. Any such agreement must be in a form and on terms acceptable to us, including, if we so require that the agreement be in a form appropriate for registration in a Land Title Office against the title of the upland property. You acknowledge that if any such agreement ceases to be binding on an upland owner or is found to be ineffective or unenforceable for any reason then you remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land 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*, 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 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 unless you obtain our prior written approval;
- (k) permit the free and unrestricted use by the general public of the banks of Skaha Lake for recreational and fishing purposes;
- (l) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (n) 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 one or more of the following:
  - (i) any breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
  - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening 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

- (o) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), 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, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
  - (iii) 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
  - (iv) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), 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 who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human

health and safety; and

- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.
- 4.7 We will provide you with quiet enjoyment of the Land.

## ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
- (e) you have no right to compensation from us and 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 use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (k) 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;
- (l) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (m) this Agreement is subject to the prior rights of the holder of the right of way granted to the City of Penticton as defined on Plan C9457 Charge # T18914 Title numbers KC64356 and KC64357 on file in the Kamloops Land Title Office;
- (n) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (o) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(o)(ii) or (iii) 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(o)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(o)(iii); and



- (p) 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 tenant 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 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 associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent 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, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
  - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require 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 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublease, 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.
- 7.2 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 provide us with a report as to the environmental condition of the Land as provided in section 4.5.

#### 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),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; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

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 against us 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

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS  
441 Columbia Street  
Kamloops, BC V2C 2T3;

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 sublease, 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 sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures 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 acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
  - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to

- (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
  - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
  - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
  - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
  - (v) the application of any federal or provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) 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
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that 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.
- 11.8 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.



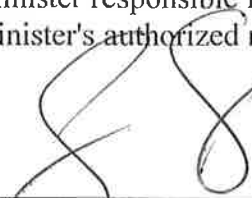
Lease

348415

File No.: 0174423  
Disposition No.: 925107

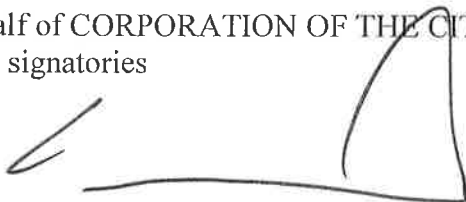
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

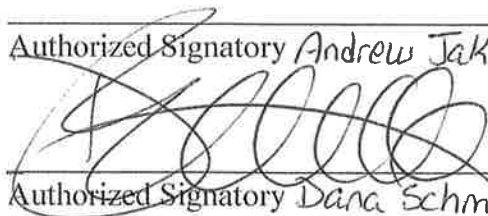


Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of CORPORATION OF THE CITY OF PENTICTON  
By its authorized signatories



Authorized Signatory *Andrew Jakubeit, Mayor*



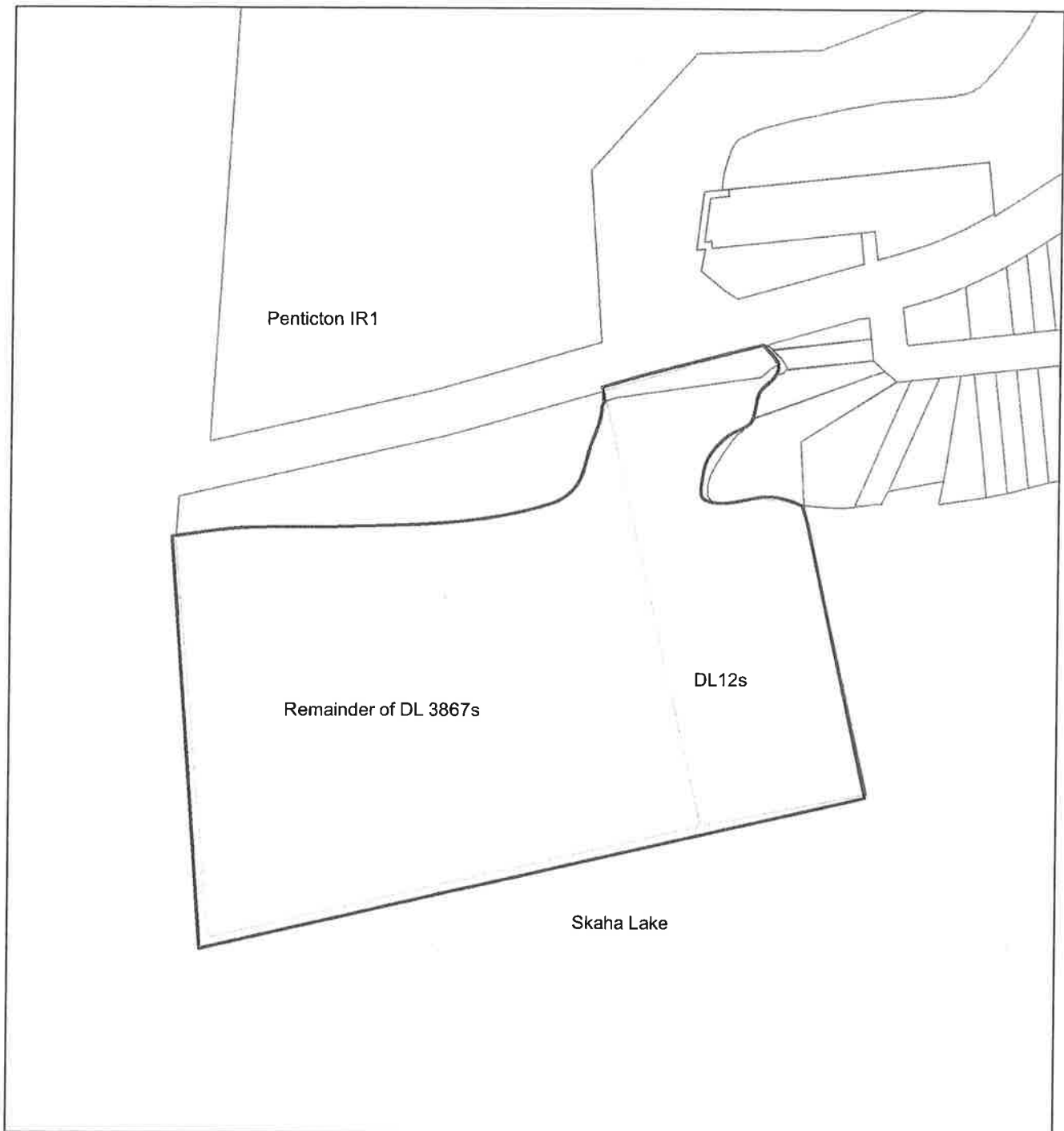
Authorized Signatory *Dana Schmidt, Corporate Officer*

Lease

## Legal Description Schedule

File No.:0174423  
Disposition No.:925107

DL 12s together with that part of DL 3867s, all of Similkameen Division Yale District, being part of the bed of Skaha Lake containing 4.68 hectares, more or less



Scale: 1:2,500

BCGS Mapsheet(s):82E.042 &amp; 82E.043



Institutional-Local/Regional Park

Page 19 of 19

# Council Report



**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manager  
**From:** Sheri Raposo, Land Administrator

File No: 4520-01

**Subject: Beach Vending Program**

## Staff Recommendation

THAT Council refer the renewal of the Beach Vending Program for an additional three-year term to the Parks and Recreation Advisory Committee for their review and recommendation;

AND THAT Council authorize staff to extend approximately 75m<sup>2</sup> of the existing pathway on Lakeshore Drive, to construct a new vending area at an approximate cost of \$30,000, to be funded from anticipated administrative savings through the year.

## Strategic priority objective

**Vibrant & Connected:** Support vibrant and diverse activities creating opportunities for connection in the community.

## Background

In 2021, Council approved to continue the Beach Vending Program and endorsed a 3-year License to Use agreement with vendors.

These changes were endorsed by Council at their April 20, 2021 Regular Council Meeting as follows:

April 20, 2021	Beach Vending Program
133/2021	<p><b>It was MOVED and SECONDED</b></p> <p>THAT Council approve the Beach Vending program, as described in the 2021 Beach Vending Application and endorse a 3-year License to Use Agreement with vendors; AND THAT Council authorize Mayor and Corporate Officer to execute the License to Use Agreement;</p> <p>AND THAT Council direct staff to conduct a further analysis of establishing the concept of a "Vending Hub" and work to ensure that the vendors selling food and items are different from the businesses established in the area.</p> <p><b>CARRIED UNANIMOUSLY</b></p>

Staff did investigate the option of establishing the concept of a Vending Hub. Staff reviewed various locations, as well as possible different kiosk options. Unfortunately, due to the competing summer events, as well as the costs to construct, or purchase kiosks, and the security risks in leaving merchandise inside the kiosks unattended during closed periods the concept did not seem feasible at this time.

To date, the Beach Vending Program has 23 sites, 11 along Okanagan Lake and 12 at Skaha Lake. All sites are 10' x 10'. In 2023 we had seven (7) vacant locations.

Five (5) of these vendors currently have more than one site. Most of these vendors have been part of the program since 2009. All of our current vendors have indicated that they wish to continue to be part of the beach vending program.

Previous vendors have sold mini doughnuts, shaved ice, clothing, jewelry, sunglasses, temporary tattoos and paddle board rentals. The 3-year License to Use Agreements for our current vendors expires on April 30, 2024.

### **Park Land Protection and Use Policy**

As all vending locations are on parkland, the Park Land Protection and Use Policy requires new and renewal of all agreements within our parkland follow the proper step procedure and receive a committee recommendation:

- 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 Parks and Recreation Advisory Committee (PRAC) at the next available meeting, and then will provide Council with the Committees recommendation at the next available Council meeting.

### **Financial Implication**

In 2023, the Beach Vending Program generated \$25,102 in revenue. Our vending fees increase annually by CPI. The approximate cost of creating a new pedestrian/vendor area will be \$30,000 and would be funded from anticipated administrative savings through the year.

### **Proposed Relocation of 4 Vending Locations**

It has been identified by our Parks Department that the four (4) vending sites located at the frontage of Lakawanna Park grass area (sites #6-9) have been causing damage to the trees and grass within the park due to overuse. As part of the normal operation of the vendor stations, damage occurs to the green space due to persistent heavy foot traffic and light vehicular traffic. This damage could be mitigated by moving these four vending locations from the current location on the south side of the street in the park to the lake side of the street. The movement of these vendors to the lake side of the street will also allow the users of the beach to

access these vendors without having to cross the street, aligning with the other vendors that are already located on the lake side. A map of the current and proposed sites is shown in Attachment A.

### **Analysis**

A vibrant waterfront needs lively, cordial walkways in which many people are moving about and spending time outdoors. Vendors make an important contribution to our walkways, providing much color and liveliness, as well as a reason for people to walk and spend time outdoors during the summer months. Vending also provides job opportunities and employment for our residents.

The establishment of a 3-year License to Use Agreement has reduced administration requirements substantially and has been well received by our past vendors, as it provides additional security and allows for planning and purchasing of stock for the next season.

Our Beach Vending Program aligns with the social and economic benefits of our Parks and Recreation Master Plan by contributing to community pride and identity, attracting residents and businesses, and contributing to tourism opportunities.

Staff will continue to give preference to vendors that are City residents as part of our awarding process as stated in the application form.

As the program is running smoothly and the long-term vendors are very happy with the program and their current locations, staff foresee only a few housekeeping amendments to the Beach Vending Program such as eliminating one underutilized location (site #10), and the option to move sites #6-9.

Staff are proposing to extend the pedestrian pathway and create a new pedestrian/vendor area with an approximate cost of \$30,000. This proposal includes adding an electrical pedestal to the new extended pathway. This upgrade will allow the vendor to eliminate the use of a generator on the beach providing a quieter and more environmentally friendly alternative. To ensure the safety of our Vendors and their customers, staff will install a decorative fence to separate vehicles from the foot traffic.

Creating this path extension will eliminate 4-5 parking stalls on Lakeshore Drive. However, staff feel that the preservation of Lakawana Park is a fair trade for this minimal loss of parking stalls. Staff will amend the Beach Vending Application, to reflect the new vending locations, if approved by Council.

### **Alternate recommendations**

THAT Council direct staff to not extend approximately 75m<sup>2</sup> of the existing pathway on Lakeshore Drive, to construct a new vending pedestrian area and to leave vendors in their current location.

### **Attachments**

Attachment A – Map of Beach Vending Sites

Attachment B - Beach Vending Application 2024

Attachment C – Draft License to Use Agreement

Respectfully submitted,

Sheri Raposo  
Land Administrator

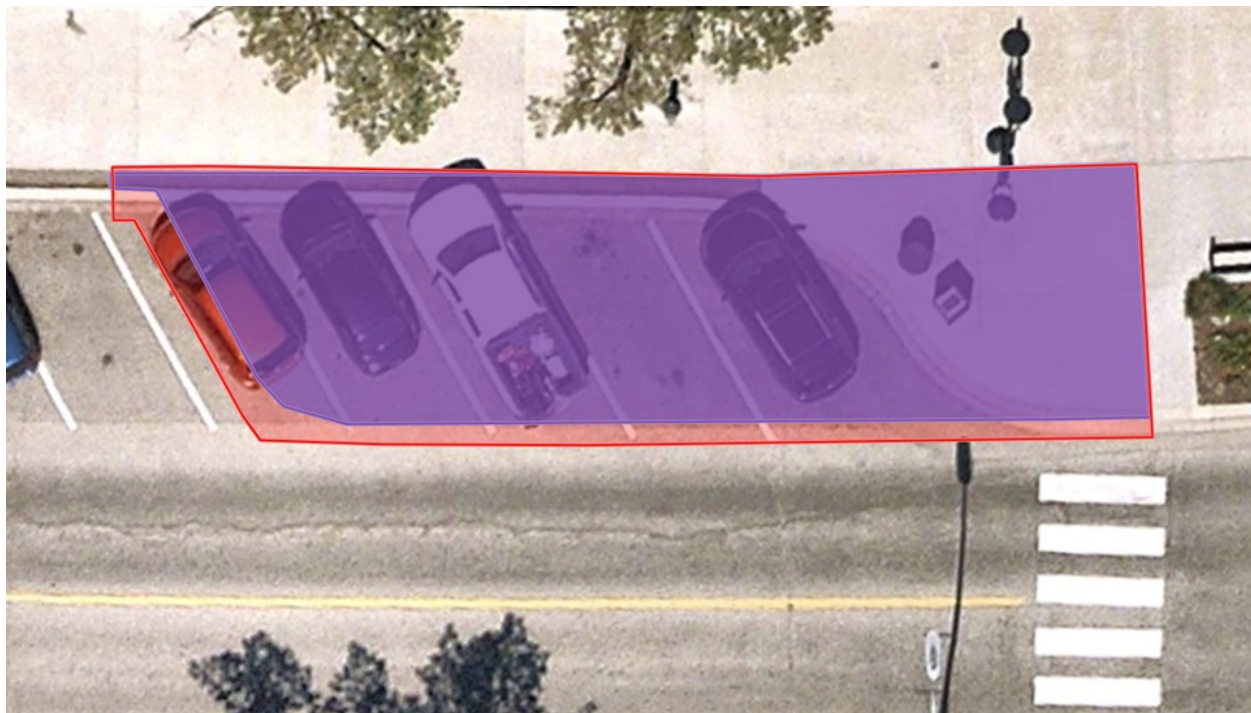
Concurrence

Director of Finance & Administration	General Manager Infrastructure	Director of Community Services	City Manager
<i>AMC</i>	<i>KD</i>	<i>KJ</i>	<i>SH</i>

**Attachment A – Current Site Location & Proposed Relocation of 4 Sites**



**Proposed Vending Relocation**





[Attachment B - Beach Vending Application 2024](#)

## 2024 Application for Beach Vending

penticton.ca

Please read and understand all terms and conditions stated herein as they form an integral part of the Beach Vending Agreement and continued tenure is dependent on adherence to these requirements.

### 1. Application Information:

The Undersigned hereby applies to operate a beach vending operation:

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

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

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Cell No: \_\_\_\_\_

Email: \_\_\_\_\_

**\* If requested by other parties your contact information will be provided.** \_\_\_\_\_ (please initial)

### 2. Indicate what items and/or services will be offered for sale/rent:

Description

_____	_____
_____	_____
_____	_____
_____	_____

☐ I am a returning vendor (please check box)

The City reserves the right to delete or alter the products and services that can be vended from various sites prior to awarding the Agreement.

**Vendors can be disqualified, or their License terminated at the sole discretion of the City for:**

- failure to complying with any of the requirements, terms and conditions as set out in the Beach Vending Application and Agreement or License to Use.
- having a proposed vendor site or products/service which is perceived to present a safety hazard or risk.
- inappropriate products that conflict with the family oriented nature of the beach including but not limited to drugs; alcohol; drug paraphernalia; e-cigarettes tobacco products; lighters;
- fireworks; weapons, replica weapons, counterfeit items; illegal items; items that contain toxic or hazardous materials including lead, cadmium, mercury, or any materials that do not comply with Canadian health and safety standards. (It is the vendor's responsibility to ensure items sourced from outside Canada comply with Health Canada thresholds and Technical Safety BC standards); Items that display; The City of Penticton Logo or offensive material including nudity, sexually explicit material, violence, vulgar language, or materials that promote illegal activities (including drug use) or violence;
- unprofessional or inappropriate vendor conduct including, but not limited to, illegal activities, consumption of alcohol or drugs, use of profane language, actively soliciting or harassing pedestrians walking by, or smoking on the beach.
- failure to remain in assigned location or utilizing a larger area than allocated.

Any illegal activities at the site will result in immediate termination of your beach vending License and will be dealt with by the RCMP.

Other than location issues, which will be monitored by City By-law Enforcement, the City will not become involved in issues arising between vendors and supports fair competition in a free and open marketplace. Please resolve any issues that may arise yourselves.

Please provide a photograph and description of your vending cart/equipment/display and any commentary that you believe would be beneficial to the selection process which could include such items as equipment, menu, personal profile, staff qualification and experience, community involvement, financial capability, and business history.

---

---

---

---

3. Applications must be received on or before **4:00 pm on Wednesday May 1, 2024**. Processing of late applications will be at the sole discretion of the City.

4. **Beach Vending Sites Selection Chart**

All beach vending map locations are approximate. Sites may be moved a few feet either way to allow them to fit in confined areas or create double sites. The final decision on exact location will be determined by the City of Penticton. The use of pegs under 10" is encouraged. You must obtain a utility service locate at your cost if using pegs over 10".

5. Fees and locations





## Beach Vending Sites - Skaha Lake

Skaha Lake (West) - Site 12  
Sudbury Beach



Skaha Lake (Main) - Sites 13 to 19  
Parkview Street







## Beach Vending Sites - Skaha Lake

Skaha Lake (East)- Sites 20 to 23  
South Main Street



Site	Location	Site Size	Pricing + CPI
1*	Okanagan Lake - Lakeshore Drive by The Peach	10' x 10'	\$1805
2*	Okanagan Lake - Lakeshore Drive by The Peach	10' x 10'	\$1805
3*	Okanagan Lake - Lakeshore Drive by The Peach	10' x 10'	\$1805
4*	Okanagan Lake - Lakeshore Drive by The Peach	10' x 10'	\$1805
5	Okanagan Lake - Lakeshore Drive by The Peach	10' x 10'	\$1805
6**	Okanagan Lake – Lakeshore Drive by Lakawanna Park	10' x 20'	\$1630
7**	Okanagan Lake - Lakeshore Drive by Lakawanna Park	10' x 20'	\$1630
8	Okanagan Lake - Lakeshore Drive by Lakawanna Park	10' x 10'	\$1630
9	Okanagan Lake - Lakeshore Drive by Lakawanna Park	10' x 10'	\$1630
11	Okanagan Lake - Lakeshore Drive by Wibit (Beach Site)	10' x 10'	\$1540
12***	Skaha Lake - Sudbury Beach	Beach Shack	\$1750
13	Skaha Lake - Parkview Street	10' x 10'	\$1540
14	Skaha Lake - Parkview Street	10' x 10'	\$1540
15	Skaha Lake - Parkview Street	10' x 10'	\$1540
16	Skaha Lake - Parkview Street	10' x 10'	\$1540
17	Skaha Lake - Parkview Street	10' x 10'	\$1540
18	Skaha Lake - Parkview Street	10' x 10'	\$1540
19**	Skaha Lake - Parkview Street	10' x 10'	\$1540
20	Skaha Lake - East	10' x 10'	\$1515
21***	Skaha Lake - East	10' x 10'	\$1515
22***	Skaha Lake - East	10' x 10'	\$1515
23***	Skaha Lake - East	10' x 10'	\$1515

\* Sites are on sidewalk. Require weights to secure them to the ground. No ground penetration possible.

\*\* Sites allow food sales excluding hotdogs, hamburgers, french fries, ice cream and cold drinks.

\*\*\* Available for beach or water related activities only.

Note:

- Electrical available at sites 1, 2, 19 & 20 (at an additional cost TBD).
- Food vendors are not permitted within 50 meters of a fixed address or seasonal concession building food and beverage business.
- Some vending sites may be closed and/or have restricted access for special events that occur (i.e. Peach Fest, Triathlon, etc.). Alternate locations may be offered if available.



## 6. Refund Policy

The refund of the Beach Vending License Fee:

- 75% refund up to 15 days before first day of permitted vending.
- 50% refund 14-1 day(s) before first day of permitted vending.
- 0% refund on or after first day of permitted vending.

Refund of the Business License Fee:

- 75% refund if the business has not yet operated.
- No refund if the business has operated.

## 7. Applicants Must Submit

- Completed application for Beach Vending.
- Signed City of Penticton Beach Vending Terms and Conditions for Vendors.

Submit completed applications to:

**Land Department  
City of Penticton  
171 Main Street  
Penticton BC V2A 5A9**

**Phone: 250-490-2519  
Email: Land@penticton.ca**

Vending sites will be awarded based on, but not limited to:

- Returning vendors in good standing.
- City residents.
- Consideration of previous vending agreements with the City.
- Consideration of proximity to direct competition operating from a building and
- Impact on neighborhood.
- Visual appearance of the vending tent or site set up.

Required items:

All vendors are required to provide all essential items annually and prior to the start of each vending season.

- Completed Beach Vending Application (attached).
- Beach Vending Licence to Use Agreement
- Annual Beach Vending License Fee as indicated below.
- Business License application and fee (A separate business for each location).
- Proof of WCB Insurance.
- Interior Health Mobile Inspection Report (applicable to vendors offering food service);
- Penticton Fire Department Inspection checklist; (Applicable to vendors with cooking surfaces or propane);
- Mobile vending equipment must bear the appropriate approval labels for Gas and Electrical equipment as required by the Technical Safety BC (formerly known as BC Safety Authority), this includes custom built and home built units (please contact Technical Safety BC at 1-866-566-7233 if you require further clarification).

Liability insurance binder naming the City of Penticton as an additional insured for the amount of not less than five million (\$5,000,000.00) dollars is required. **The binder shall comply with the requirements under Public Liability & Property Damage Insurance section found in the attached City of Penticton Beach Vending Terms and Conditions for Vendors.**

- Automobile Insurance (if applicable) - A minimum of five million dollars (\$5,000,000.00) of public liability and property damage insurance shall be carried on all automotive equipment.

**\*\*\* Insurance must be in place prior to issue of License. There will be no exception to the insurance requirements. \*\*\***

The application and License to Use Agreement may be void and the vending License awarded to another applicant if the required documentation and payment are not received prior to the start of the vending season.

#### 8. Authorization of Application

I hereby certify that the above information is correct and agree to comply with all pertinent Bylaws of the City whether the detailed information is contained herein or not. I have read and agree to comply with the above, and the attached and signed Beach Vending Terms and Conditions for Vendors and Beach Vending General Conditions.

The undersigned hereby applies for a Beach Vending License in the City of Penticton and confirm that I have read, understand and will abide by the terms and conditions in this application and the attached City of Penticton Beach Vending Terms and Conditions for Vendors and agree to comply with all pertinent Bylaws of the City whether the detailed information is contained herein or not. I acknowledge and agree that at its sole discretion, the City of Penticton reserves the right to terminate any site prior to the start of a season or relocate a vendor as required to accommodate special needs.

Applicants Name(s): \_\_\_\_\_  
(Please Print) (Please Print)

Applicants Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_  
(Please Print)

Total number of sites requested: \_\_\_\_\_

Site 1: \_\_\_\_\_ Site 2: \_\_\_\_\_ Site 3: \_\_\_\_\_

- ☐ **I have read, understand, and will abide by the terms and conditions of this agreement.**  
**(Please check box)**

For more information contact the Land Department at 250-490-2519 or email [land@penticton.ca](mailto:land@penticton.ca).

## City of Penticton Beach Vending Terms and Conditions for Vendors

### 1. **Term of Agreement**

The term of the Agreement is from May 1, 2024 to April 30, 2027 (3 Years). Please ensure annual requirements are completed prior to the start of each vendor season during the term of this agreement. A vendor season starts on the Friday of the Victoria Day long weekend in May up to and including the Monday of the Labour Day long weekend in September.

### 2. **Hours of operation**

All Beach vending units are permitted to operate between the hours of 9:00 am and dusk during the vendor season (May – September). Units must be removed at the end of each day or when not in use.

### 3. **Maintenance**

- a) All vendors shall have suitable garbage collection arrangements and keep the area around the location free from any paper, plastic, dirt, or other materials originating from the vendor's business. Do not use the city garbage cans for disposal of litter generated by your kiosk.
- b) Tents and securing - the vendors are responsible for adequately securing their tents, however, to prevent damage to underground utilities the use of pegs longer than 10" is prohibited. If you require pegs longer than 10", specific sites may be available that are cleared of services. It is recommended that vendors use screw-in style anchors less than 10" and/or weighted anchor systems. The vendor shall be responsible for any costs associated with any damage they cause as a result of installing tent pegs. Locations of utility locations on the vending sites are available from the City and should be consulted prior to any ground penetration in excess of 10".
- c) **Driving or parking of vehicles on sidewalks, grass, or beach (sand) areas is strictly prohibited.** This includes during the daily set up and take down of your vending site. Vehicles must be parked in a legal parking spot at all times. It is the vendor's responsibility to find available parking and must do so at his or her own cost (if any). It is not the responsibility of the City to provide parking to the vendor or their employees.
  - i. For Vendors operating from a trailer, the trailer must be detached from vehicles while the operator is open for business. City Bylaw prohibits detached trailers to be located on the road. This includes parking spaces. Only trailers from which the beach vending operation is carried out are permitted in the beach vending area. i.e. Storage trailers are not permitted in the beach vending area.

### 4. **Assignment/Sub-Licencing**

The License is not assignable. Sub-letting is not permitted.

### 5. **Waivers/Releases**

The Licensee is required to provide and maintain a waiver/release system where they may be renting equipment as part of their operation. The content of the waivers/releases must be approved by the City.

6. **Notification**

The Licensee must report all accidents and incidents to the City within 24 hours of their occurrence. A representative of the City and the Licensee shall investigate all occurrences.

7. **Display Boards**

Only one sign board per vending site will be permitted.

Sign boards:

- Are considered to be part of the vending site and must be approved.
- Must be placed within their site at all times.

8. **Special Events**

Special events occur several times a year within the City. The City, as its discretion, may approve additional vendors for the duration of the special event. The City will provide you with a list of known events and closures prior to the start of each season. **Please be advised that during these special events, some vending locations will not be available, and the City of Penticton is not responsible to find you alternate vending locations nor will the City of Penticton compensate you during this time.**

9. **Interruptions**

The City has the right to relocate or remove the Licensees operation to undertake construction or for special events or for unforeseen circumstances.

10. **Insurance Protection and Damage**

The Licensee shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority.

The Licensee shall protect the license area and adjacent property from damage as the result of operations under the License. The Licensee shall not cause or permit others for whom they are legally responsible to be caused, to cause damage to City property and shall make good at their own expense any damage which may arise as the result of the Licensee's operations under the License.

11. **Indemnity**

The Licensee shall save and hold harmless the City, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this License, whether such claim shall be made by an employee of the Licensee, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Licensee, its officers, servants, agents or employees; and at its own expense, the Licensee shall defend any and all such actions and pay all legal charges, costs and other expenses arising there from.

## 12. **Public Liability & Property Damage Insurance**

The Licensee shall maintain and keep in force during the term of the License, five million dollars (\$5,000,000.00) inclusive limits for public liability and property damage, against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the operation of the Licensee.

The Licensee shall, at the time the License is signed, submit to the City one copy of the insurance policies required under this Article and shall also provide a renewal of such insurance if the policy expires prior to the term of your agreement with the City.

The City is to be named as additional insured on the policy. The policies shall preclude subrogation claims by the insurer against anyone insured thereunder. In addition, such insurance policy shall include the following "Cross Liability" clause:

"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured."

### a) **Equipment Insurance**

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the City shall not be liable for any losses experienced by the Vendor as a result of loss or damage to Licensee's equipment. It is recommended that the Licensee obtain insurance over their equipment and business interruption insurance.

### b) **Automotive Insurance**

A minimum of five million (\$5,000,000) dollars of public liability and property damage insurance shall be carried on all automotive equipment. Please provide the City with confirmation of such insurance.

### c) **General Insurance**

Before starting the vending season, the Licensee shall file with the City, certificates of all insurance policies acceptable to the City. These certificates shall state that the insurance complies with the requirements of the License Documents.

Each insurance policy required under this Article shall contain an endorsement to provide all Named Insured with prior notice of changes and cancellations. Such endorsement shall be in the following form:

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

Should the Licensee fail to make a payment of any premiums or other assessments required by the Licensee's insurers to maintain such policies in force and effect, the City will terminate the License agreement immediately without further notice.

Whenever the word the City is to appear in the insurance policies, the legal name, The Corporation of the City of Penticton, shall be inserted.

**13. Compliance with Workers Compensation Act**

It is the responsibility of the vendor to ensure compliance with all WCB regulations.

**14. City's Right to Terminate the License**

Any of the following occurrences or acts shall constitute an event of default by the Licensee under the Agreement and at the City's sole discretion can be grounds for termination of the agreement:

- Failure to make full payment of the obligation(s) in the Agreement or any other sum required to be paid by the Licensee hereunder by the due date.
- Non-performance or non-observance of any of its other covenants, Agreements, or obligations expressed or implied herein or in the Application for Beach Vending Sites which continuing for five (5) days after the City has given to the Licensee notice in writing. If the failure cannot be remedied within five (5) days, then the City at its discretion may extend the time period; or any three such breaches in any one season.
- If the term hereby granted shall at any time cease or be taken in execution or in attachment by any creditor of the Licensee, or if the Licensee shall make any assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any act that may be enforced for bankrupt or insolvent Licensees, then the current rate (if not then paid) shall immediately become due and payable to the City, and said License hereby granted shall immediately become forfeit and void;
- If sufficient cause exists to justify such action, the City may without prejudice to any other right or remedy which the City may have at law or in equity, by giving the Licensee written notice, terminate the Agreement. The City shall nevertheless be entitled to recover any monies then owing. Similarly, if a court of competent jurisdiction on account of the Licensee's insolvency appoints a receiver, the City may take the same action in the same manner;
- Notwithstanding anything contained herein, the City may, at any time during the term of the agreement terminate the agreement, if the City, at their sole discretion, is of the opinion that the operation of the Licensee is not of a standard satisfactory to the City. Further, the City, at its sole discretion may terminate the agreement for reasons including but not limited to unethical or criminal activities.

## INSURANCE ACKNOWLEDGEMENT

Please have your Insurance Broker sign and acknowledge that insurance policy issued to

The Corporation of the City of Penticton and \_\_\_\_\_

includes the following:

**Liability Insurance** naming the Corporation of The City of Penticton as an additional insured for the amount of not less than five million (\$5,000,000) dollars that will be in effect, at a minimum, from May 1, 2024 to September 30, 2024;

**“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 named insured by or on behalf of any other named 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.

As the Insurance Broker of the policy as indicated above, I acknowledge and confirm that the policy conforms to the above requirements.

\_\_\_\_\_  
Insurance Broker

\_\_\_\_\_  
Verification Stamp

Please sign, provide a verification stamp, and attach a copy of your business card.



[Attachment C – Draft License to Use Agreement](#)

## LICENSE TO USE AGREEMENT

Nature of Agreement:	License to Use – Beach Vending	File No.: 4320.70
Particulars:	Use of City Land known as Site <b>[XX]</b> for the purpose of beach vending.	

THIS AGREEMENT dated for reference \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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, in the City of Penticton, in the Province of British Columbia, V2A 5A9

(hereinafter call the “**City**”)

OF THE FIRST PART

AND:

**[Name and address of business/operator]**

(hereinafter called the “**Licensee**”)

OF THE SECOND PART

WHEREAS the City has agreed to grant a non-exclusive license to the Licensee to operate a vending business on the vending site as shown and described in Schedule A attached hereto (the “**Vending Site**”);

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 operate a vending business on vending site #**[XX]** located at **[OKANAGAN/SKAHA]** Lake, Penticton, BC as shown on Schedule A, or such site as may be designated from time to time by the City for the purposes described in the Management Plan attached hereto as Schedule B (the “**Management Plan**”) and under the terms and conditions disclosed in the 2024 Application for Beach Vending and the City of Penticton Beach Vending Terms and Conditions for Vendors. This Vending Site is on an “as is” basis and the City makes no representations or warranties as to the suitability of the Vending Site for the intended use.

## 2. **Duration**

2.1 This license and the rights granted shall be for **THREE (3) years as follows:**

### **1 Season**

**May 1, 2024** (the “**Commencement Date**”) through to **September 30, 2024**, unless cancelled in accordance with the terms of this agreement.

### **2 Season**

**May 1, 2025** (the “**Commencement Date**”) through to **September 30, 2025**, unless cancelled in accordance with the terms of this agreement.

### **3 Season**

**May 1, 2026** (the “**Commencement Date**”) through to **September 30, 2026**, unless cancelled in accordance with the terms of this agreement.

2.2 In a year prior to the expiry of this agreement, the City reserves the right to offer tenure over the Vending Site through an open and competitive process. The Licensee may participate in the competitive process.

## 3. **License Fee**

3.1 Prior to each vending season, during the term of the agreement, the Licensee shall pay to the City a License Fee in the amount of **[XXXX] – XX/100 (\$XX)** dollars plus GST.

3.2 On each and every anniversary of the Commencement Date thereafter during the term of this agreement, the License Fee shall be adjusted by an amount equivalent to the change in the Consumer Price Index for Province of British Columbia for the preceding year.

3.3 It is intended that this is a “gross” license to the Licensee and that the City is not responsible for any cost, charges, expenses or outlays of any nature arising from this agreement and the Licensee shall pay all charges and costs of every nature related to this agreement whether or not referred to in this agreement and whether or not of a kind now existing or contemplated by the parties including but not limited to, any operating or utility costs.

## 4. **Covenants of the Licensee**

The Lessee covenants and agrees with the Lessor:

- 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, prior to the issuance of the vending license;
- b) 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 Vending Site and improvements situate thereon, or their use and occupation;

- c) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Vending Site 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 properties;
- d) 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;
- e) to keep the Vending Site in a safe, clean, tidy and sanitary condition satisfactory to the City and to make clean, tidy and sanitary any portion of the Vending Site;
- f) to use and occupy the Vending Site in accordance with the provisions of this license including those provisions and requirements set forth in the Management Plan;
- g) to permit the City, or its authorized representative, to enter upon the Vending Site at any time to inspect the operation of the Vending Site;
- h) that on the expiration or at the earlier cancellation of this license:
  - i. to peaceably quit and deliver possession of the Vending Site to the City;
  - ii. to immediately remove all fixtures, structures, machinery, apparatus and all other things placed on the Vending Site by the Licensee, leaving the Vending Site in a clean and clear condition restoring the Vending Site to a condition similar to that at the Commencement Date. After the expiration or cancellation of this license, any improvements or fixtures that remain on the Vending Site 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 Vending Site and the Licensee shall, on demand, compensate the City for all costs incurred by the City respecting their removal and disposal.;

- iii. to the extent necessary, this covenant shall survive the expiration or cancellation of the License;
- i) to effect and keep in force during the term, liability insurance against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Vending Site to an amount not less than **FIVE MILLION (\$5,000,000) 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 named insured by or on behalf of any other named 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 named insured).”
- j) to effect and keep in force during the term of this agreement, automobile insurance with an amount not less than **FIVE MILLION (\$5,000,000) DOLLARS** of public liability and property damage on all automotive equipment. For more information, please refer to the City of Penticton Beach Vending Agreement Terms and Conditions contained in the 2024 Application for Beach Vending;
- k) to deliver to the City written confirmation of the required insurance coverage prior the start of each vending season. There are no exceptions to the insurance requirements;
- l) to provide the City with a new Certificate of Liability Insurance and automobile insurance annually upon renewal;
- m) notwithstanding subsection j) and 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 or receiving such notice, cause the amount of insurance posted, pursuant to subsection j) and 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 Vending Site other than those described elsewhere in this agreement or in the 2024 Application for Beach Vending, without prior written consent of the City;

- o) not cause or permit any unusual or objectionable noises, or lights, to emanate from the License 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) not to conduct merchandising, display or advertising other than those expressly indicated in the 2024 Application for Beach Vending without obtaining prior written permission from the City;
- s) 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 Vending Site and any use thereof as provided herein;
- t) that if, as a consequence of any release of a Hazardous Substance resulting from the Licensees use of the Vending Site in or on the Vending Site 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 Vending Site (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.

- u) 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 Vending Site 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.
- v) that at all times during the term and at its own expense procure and carry, or cause to be procured and carried and paid for, full workers' compensation coverage in respect of all workmen, employees, servants, and others engaged in or upon any work, non-payment of which would create a lien on the Vending Site.

## 5. **Non-Exclusivity**

- 5.1 The Licensee acknowledges and agree that the license herein shall not entitle the Licensee to exclusive possession of the Vending Site.
- 5.2 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 it not assignable.

## 7. **Cancellation**

### 7.1 In the event that:

- a) the City requires the Vending Site 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 Vending Site for the purposes permitted herein; or
- c) the City, in its sole discretion, considers that it is no longer necessary for the Licensee to use the Vending Site 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 a), b) or c) except repayment of the prorated portion of any prepaid License Fee if notice is pursuant to paragraph 7.1 a) or c).

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 Vending Site, shall be absolutely forfeited and become the property of the City and the City may remove them from the Vending Site 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 the license shall extend to, be binding upon and enure to the benefit of the parties, hereto and their successors and permitted assigns.

8.2 This license 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 agreement.

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 license.

## 9. Notice

Any notice required to be given hereunder by the Licensee shall be in accordance with the provisions of the *Local Government Act* of British Columbia and if by the City to the Licensee any notice hereunder shall be deemed to have been well and sufficiently given if mailed, by prepaid registered mail, or emailed, faxed or delivered to the Licensee at:

To the **City**:

171 Main Street  
Penticton, BC V2A 5A9  
Attn: Corporate Officer  
Email: [corpadmin@penticton.ca](mailto:corpadmin@penticton.ca)

To the **Licensee**:

[Insert Address]

Email:

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 emailed or faxed, seventy-two (72) hours after the time of faxing or emailed and if delivered upon the date of delivery. If normal mail service, 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.

## 10. 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 Valley First Credit Union 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 Valley First Credit Union, Main Branch, Penticton, 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 Valley First Credit Union 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:

\_\_\_\_\_  
Angela Campbell, Director of Finance and Administration

\_\_\_\_\_  
Angie Collison, Corporate Officer

SIGNED in the presence of

\_\_\_\_\_  
Witness as to all signatures

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

}  
}  
}  
}  
}  
}  
}  
}  
}

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE A

### Vending Site

[Insert site location]

DRAFT

## SCHEDULE B Management Plan

### 1. Purpose

The Licensee shall use the Vending Site only for the purpose of beach vending and the sale of **[insert description of vending business]** as per the 2024 Application for Beach Vending (copy attached to this agreement).

### 2. Special Provisions

- 2.1 The Licensee shall not anchor nor secure any buildings, structures or improvements on the Vending Site. It is the Licensee's responsibility to adequately secure their tents (if applicable), to prevent damage to underground utilities. The use of pegs longer than ten inches (10") is prohibited. If you require pegs longer than ten inches (10"), specific sites may be available that are cleared of services. It is recommended that vendors use screw-in style anchors less than ten inches (10") and/or weighted anchor systems.
- 2.2 The Licensee will be responsible for any costs associated with any damage caused as a result of installing tent pegs. Locations of utility locations on Vending Sites is available from the City and the City should be consulted prior to any ground penetration in excess of ten inches (10").
- 2.3 The Licensee shall not utilize an area larger than their site size noted in Schedule A or allow their vending site to be placed other than in the defined location.
- 2.4 No signs are permitted to be posted or placed outside your vending area.
- 2.5 Permanent structures are not permitted on the Vending Site and all objects are to be removed daily from the Vending Site at closing.
- 2.6 The Licensee shall not sell any inappropriate products that conflict with the family oriented nature of the beach, including but not limited to: drugs, alcohol; drug paraphernalia, e-cigarettes, tobacco products, lighters, fireworks, weapons, replica weapons, counterfeit items, illegal items, items that contain toxic or hazardous materials including lead, cadmium, mercury or any materials that do not comply with Health Canada thresholds and Technical Safety BC standards; items that displace the City of Penticton logo or offensive material including: nudity, sexually explicit material, violence, vulgar language or materials that promote illegal activities (including drug use) or violence.
- 2.7 The Licensee shall not exhibit, display or allow any of their staff to exhibit unprofessional or inappropriate vendor conduct including, but not limited to, illegal activities, consumption of alcohol or drugs, use of profane language, actively solicit or harass pedestrians, or smoke on the beach.

Initials	

- 2.8 Driving or parking of vehicles on sidewalks, grass or beach (sand) areas is strictly prohibited. This includes during the daily set up and take down of your vending site. Vehicles must be parked in a legal parking spot at all times. It is the Licensee's responsibility to find available parking and must do so at their own cost (if any). It is not the responsibility of the City to provide parking to the Licensee or their employees.
- 2.9 If operating from an approved vending trailer, trailers must be detached from the towing vehicle while the operator is open for business. Detached trailers are not permitted on City roads.
- 2.10 Any and all accidents or damages resulting from the Licensee's operation MUST be immediately reported to the City's Occupational Health & Safety Representative, Daniel York at 250-490-2553 or [daniel.york@penticton.ca](mailto:daniel.york@penticton.ca).
- 2.11 The Licensee and their employees must adhere to all rules, regulations and conditions stipulated in the 2024 Application for Beach Vending and in the City of Penticton Beach Vending Terms and Conditions for Vendors.

### 3. **Special Events**

Please be advised that some special events held throughout the season may affect your Vending Site and prohibit you from operating during specific dates and times. At the start of each season, the City will provide you with a list of events and affected sites. The City is not responsible to find you an alternate location nor will the City compensate you during this time.

### 4. **Requirements**

It is a mandatory requirement to provide all required documents to the City, prior to the start of your vending season.

Initials	

# Council Report

penticton.ca

**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manager  
**From:** Kristen Dixon, GM of Infrastructure

**Subject:** Electric kick scooter legislation and public pilot project

## Staff Recommendation

THAT the City of Penticton consents to the Electric Kick Scooter Pilot Project taking place within the City of Penticton, starting on April 5, 2024;

AND THAT the Ministry of Transportation and Infrastructure be advised accordingly;

AND THAT the City issue a competitive call for proposals for a public bike and/or scooter share program.

## Strategic priority objective

**Vision:** A vibrant, resilient and healthy waterfront city focused on safety, livability and vibrancy.

**Livable & Accessible:** The City of Penticton will proactively plan for deliberate growth; focused on an inclusive, healthy, safe and desirable place to live.

## Background

In 2021, the Provincial government established a pilot project to allow citizens and local governments to test the use of electric kick scooters in participating pilot project communities. The Province intended to use the results of the pilot project to determine if and how electric kick scooters should be authorized for permanent use in B.C. The City was monitoring the pilot program and the results in neighboring communities, and actively waiting for the Province to announce the permanent changes in advance of the completion of the pilot program on April 5, 2024. Instead, the Province recently announced that the pilot program will be extended for an additional four years, with updated terms that make it much simpler to participate. The Province is encouraging municipalities to join the renewed pilot.

Given that many of these devices are being used (albeit illegally) on City streets already, as well as the length of time that will pass before the motor vehicle act is permanently amended (at least another four years), combined with the benefits of e-mobility devices, staff believe that now is the appropriate time for Penticton to join the pilot program.



Should the City join the Provincial pilot program, staff would also recommend that it would be an opportune time to also provide a public bike and scooter sharing program, similar to what has been implemented in other Cities. The aim of these programs is to provide low-cost transportation options to compliment active transportation and transit, and will be discussed further below.

### **Financial implication**

None. There is no cost to participate in the provincial pilot project or to complete the call for proposals for publicly shared devices. Any costs that the City may be requested to incur by proponents would be discussed as part of the future implementation report.

### **Climate Impact**

Transportation accounts for 55% of Penticton's community generated greenhouse gas emissions (GHGs), while also accounting for 50% of the community's energy costs. By enabling programs that increase active transportation options, the City is supporting residents in reducing their impact on the environment while also reducing costs associated with driving conventional vehicles.

The Community Climate Action Plan strategy 'Shift 2.5' recommends promoting e-mobility services by collaborating with a technology vendor to bring e-mobility on demand solutions to the community, such as electric kick-scooters or e-bikes. Once established, this will encourage residents and visitors to choose an active mode of travel instead of relying on conventional vehicles.

Implementation of policies and programs that support active transportation can reduce emissions by up to 2,300 tonnes per year.

### **Analysis**

#### E-Scooter Legislation:

The Province has provided an FAQ for Municipal Governments summarizing the updated pilot program, and it has been attached to this report for information. In general, the Province intends to study the benefits and effects of people using e-scooters to help more local governments across B.C. evaluate how this clean and popular mode of personal transportation can be safely integrated into local transportation networks. E-scooters are a cost effective micro mobility option, and their usage aligns with the mode shift goals in the City's Master Transportation Plan and Community Climate Action Plan. Participating in the pilot program will legalize the use of the devices on Penticton streets, which is already occurring given the market availability and the low price point of the devices.

To join the program, municipalities must pass a resolution or bylaw that consents to the pilot project starting April 5, 2024, and advise the Ministry of Transportation and Infrastructure accordingly. A bylaw is not required to set municipal rules for the pilot, as the new regulation provides a regulatory framework for scooters, including regulating locations where they may be operated. The regulation does permit the City to pass additional rules by bylaw, however, at this time staff are comfortable with the proposed Provincial regulations and do not believe a bylaw is necessary.

The RCMP are responsible for enforcing the provincial rules for the pilot project, and can issue violation tickets or take enforcement actions accordingly. The City will be responsible for simplified reporting that will

be provided to the Ministry as part of the study. Given that it is a pilot program and the City can revoke participation at any time, staff are recommending joining.

#### E-mobility Public Programs:

Should Council endorse the recommendation to become a pilot community for e-scooters, it would be an opportune time for the City to seek a proponent to offer a public bike and/or scooter share program. These programs are typically run by third parties and provide public shareable bikes and scooters, at convenient locations where members can access them (typically app based).

This shared model can eliminate the upfront costs of purchasing a device, and can help form part of a complete transportation system. For example, the devices are typically provided at places like transit hubs or parking lots such that people can take transit part way, or create their own “park and ride” to their end destination. This could work well in Penticton where we have a large number of underutilized parking areas (SOEC, shopping centers etc), that could be leveraged to access areas where parking is more of a premium (lakes, community center, downtown etc). It also provides an opportunity for “try before you buy” for those who may be interested but not sure they are ready to make the full change. They are also highly desirable in tourist locations as many travelling to Penticton may not want to bring their own personal device, but would prefer to explore the community by bike or scooter, and would align well with Travel Penticton’s “Fuel Free Almost” campaign.

These public share programs are readily available around the world with mixed results, and there have been many lessons learned and adjustments made to the business models. For example, the initial programs often saw devices (both bikes and scooters) abandoned or littered all over as they had no required end destinations or approved areas of use. Since then, the use of geofencing technology and designated docking areas have minimized this risk. Some companies also offer the ability to further regulate the speed of the devices in certain areas (ex. in high pedestrian zones the devices can be limited to 5-10km/hr instead of the typical device maximum of 25-30km/hr).

Staff recommend that the City go through a formal process and seek proposals from vendors who may wish to offer publicly shared bikes and/or scooters on City owned properties and facilities. There would be a number of criteria placed on the potential vendors, including limitations on how many devices can be deployed and where, maintenance and operation expectations, an exit strategy (for removal of the devices should the program fail), and a requirement for data sharing. The intent would also be to start small and grow the program if successful. Should Council endorse the recommendation to seek proposals, staff will report back to Council with a recommended implementation plan once a proponent has been selected.

It should be noted that there are some businesses in the City providing e-bike and e-scooter rentals already. While they may welcome the City’s participation in the provincial pilot program in order to make it legal to use e-scooters on city streets, they may be concerned about the call for proposals for a public share model for both bikes and scooters which may add competition to their offerings. In parallel to the public call for proposals, staff would reach out to the potentially impacted vendors and seek their feedback around the proposed program prior to Council’s implementation decision.

**Alternate recommendations**

Council may want to proceed with participation in the provincial pilot program, and not want to initiate a public shared bike and/or scooter program. If so, Council would only consider this portion of the recommended resolutions:

THAT the City of Penticton consents to the Electric Kick Scooter Pilot Project taking place within the City of Penticton, starting on April 5, 2024;

AND THAT the Ministry of Transportation and Infrastructure be advised accordingly.

**Attachments**

Attachment A – FAQ's for Municipal Governments

Respectfully submitted,

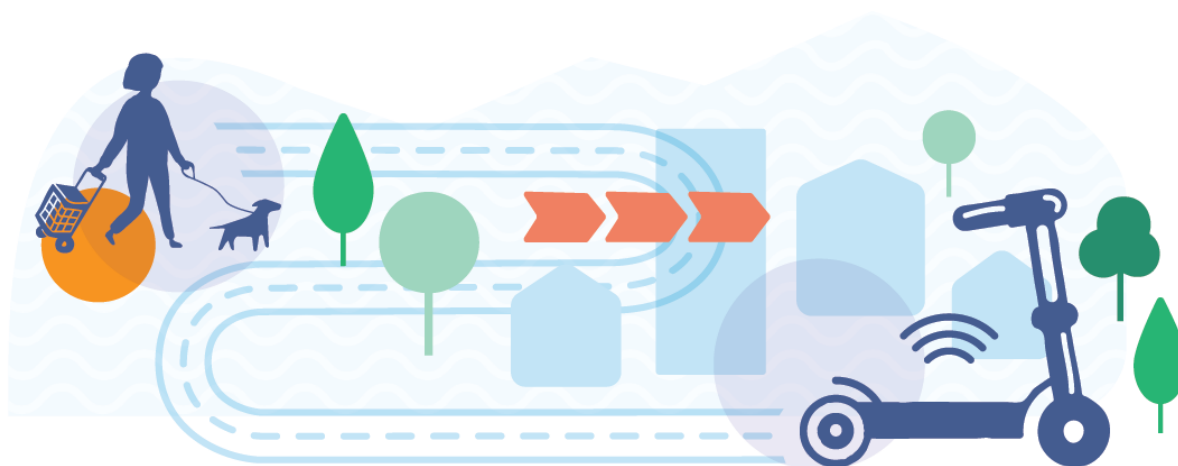
Kristen Dixon, P.Eng, MBA  
General Manager of Infrastructure

Concurrence

Director of Finance and Administration  <i>AMC</i>	City Manager  <i>SB</i>
--	-------------------------------

# Frequently Asked Questions for Municipal Governments

## Electric Kick Scooter Pilot Project (April 5, 2024 – April 5, 2028)



These FAQs provide information for municipalities on the BC electric kick scooter pilot project that starts on April 5, 2024. Communities are encouraged to review this information and the [Electric Kick Scooter Pilot Project Regulation](#), and join the new pilot project. Municipalities can join by passing a resolution or bylaw and communicating it to the Ministry of Transportation and Infrastructure.

Questions about the pilot project can be sent to the Ministry of Transportation and Infrastructure at: [MVA.Pilot.Project@gov.bc.ca](mailto:MVA.Pilot.Project@gov.bc.ca).

## Contents

<b>General information.....</b>	<b>3</b>
1. What are electric kick scooters and why are they being piloted? .....	3
2. What's different about the new pilot project? .....	3
3. Why should communities join the pilot project? .....	3
4. Will the Ministry be providing additional information on the pilot project? .....	3
<b>How communities can join .....</b>	<b>4</b>
5. How can a municipality join the pilot project? .....	4
6. What must the resolution or bylaw say? .....	4
7. When can the resolution or bylaw be passed? .....	4
8. What must current pilot- communities do to continue participating? .....	4
9. Is a bylaw needed to set municipal rules for the pilot? .....	4
10. Can a bylaw set different rules for the pilot project? .....	5
11. What will happen if a community does not join the new pilot project? .....	5
12. Is the Province providing funding to help communities participate? .....	5
<b>Pilot project rules .....</b>	<b>5</b>
13. Where can I find the new pilot project rules? .....	5
14. What are the rules for devices? .....	6
15. Are the rules for devices the same as in the current pilot project? .....	6
16. What are the rules for operators? .....	6
17. Are the rules for operators the same as in the current pilot project? .....	6
18. Who is responsible for enforcing the rules? .....	7
19. What are the penalties for offences? .....	7
<b>Data collection and reporting .....</b>	<b>7</b>
20. What data will participating communities have to collect and report? .....	7
21. What other data is being collected for the pilot project? .....	7
22. What will the data be used for? .....	7
<b>Miscellaneous .....</b>	<b>8</b>
23. What has been learned from the first pilot project to date? .....	8
24. Why aren't other types of devices like one-wheeled devices being piloted? .....	8
25. What will happen at the end of the new pilot project in 2028? .....	8
26. What other Canadian jurisdictions allow electric kick scooters? .....	8

## General information

### *1. What are electric kick scooters and why are they being piloted?*

Electric kick scooters are battery-powered devices with a motor and two to four wheels, a platform for standing and handlebars for steering. Electric kick scooter use is not currently legal in all BC communities.

In 2021, the Ministry of Transportation and Infrastructure launched a pilot project to test electric kick scooter use in participating pilot communities, along with guidelines for users and rules of the road. The current pilot project ends on April 5, 2024, at which time a new four-year pilot is starting under a new regulation and legislative framework. The results of these pilot projects will be used to determine if and how electric kick scooters should be authorized for general use in BC.

### *2. What's different about the new pilot project?*

The new pilot project provides opportunity to collect more safety data and information before a decision is made on whether and how to permanently regulate these devices. It is longer (four years instead of three) and has simplified processes for participation and reporting. The new regulation also makes other key changes which are detailed below.

### *3. Why should communities join the pilot project?*

Electric kick scooters are a popular clean, convenient and relatively affordable mode of transportation. Participating communities provide the opportunity for residents and visitors to legally use these devices in their municipal boundaries. Police can issue tickets and fines for electric kick scooter use in a non-participating community.

The Province encourages communities to join the pilot project as it will assist in assessing the safety of these devices and help to develop a potential permanent regulatory framework for these devices.

### *4. Will the Ministry be providing additional information on the pilot project?*

The [Electric Kick Scooter Pilot Project website](#) contains information on the current and new pilot project and will be regularly updated.

Ministry staff will also be scheduling outreach sessions in early 2024 for current pilot communities and others interested in joining the new pilot project. If you wish to participate or have questions, contact the Ministry at: [MVA.Pilot.Project@gov.bc.ca](mailto:MVA.Pilot.Project@gov.bc.ca)

## How communities can join

### ***5. How can a municipality join the pilot project?***

A municipal council only needs to: 1) pass a resolution or bylaw that consents to the pilot project taking place within the municipality, starting April 5, 2024; and 2) communicate that decision to the Ministry of Transportation and Infrastructure at: [MVA.Pilot.Project@gov.bc.ca](mailto:MVA.Pilot.Project@gov.bc.ca)

The Ministry will begin publishing the list of participating communities on the [Electric Kick Scooter Pilot Project website](#) on April 5, 2024, when the new pilot project starts. Once a community is listed on the website, notice is provided that the pilot project is starting on the date specified.

### ***6. What must the resolution or bylaw say?***

The resolution or bylaw must fulfil the legislative requirements under *Motor Vehicle Act* section 307 (as [amended](#) by the *Motor Vehicle Amendment Act, 2023*).

Sample wording for resolution/bylaw:

*The [name of municipality] consents to the Electric Kick Scooter Pilot Project taking place within the [name of municipality], starting on April 5, 2024.*

### ***7. When can the resolution or bylaw be passed?***

It can be passed anytime prior to or after April 5, 2024. A community that passes a resolution or bylaw after April 5, 2024, starts participating in the pilot project on the date specified in the notice on the Electric Kick Scooter Pilot Project website.

### ***8. What must current pilot- communities do to continue participating?***

Current pilot communities must follow the same process to join the new pilot project, by passing a resolution or bylaw.

### ***9. Is a bylaw needed to set municipal rules for the pilot?***

A bylaw is not necessary to set municipal rules for the pilot, as the new regulation provides a regulatory framework for electric kick scooters, including locations where they may be operated.



Participating communities are authorized to set rules regarding specific matters stated in the regulation, such as prohibiting the use of electric kick scooters on certain roads. The regulation provides flexibility for participating communities to do this by either erecting a traffic control device or by enacting a bylaw.

If a pilot community wishes to continue using any bylaw they have for the current pilot project, they should review it to ensure that it is authorized and necessary under the new pilot project framework.

### ***10. Can a bylaw set different rules for the pilot project?***

A bylaw may only be used for specific matters set out in the regulation. A bylaw cannot be inconsistent or conflict with the regulation, as that will render the bylaw inoperative and of no force and effect to the extent that it conflicts or is inconsistent with the regulation.

### ***11. What will happen if a community does not join the new pilot project?***

Electric kick scooter use is not legally permitted within a community unless it is participating in the pilot project. Contraventions can result in a person receiving a violation ticket and fine, or facing other consequences.

### ***12. Is the Province providing funding to help communities participate?***

Any costs for participating are the responsibility of the community. Communities are also responsible for obtaining any related legal or policy advice to participate in the pilot project.

## **Pilot project rules**

### ***13. Where can I find the new pilot project rules?***

The new [Electric Kick Scooter Pilot Project Regulation](#) (which comes into force April 5, 2024) sets main rules for the pilot project, including device standards and rules for operators. *Motor Vehicle Act* [Part 13](#) (as amended by the *Motor Vehicle Amendment Act, 2023* effective April 5, 2024) sets overall criteria for pilot projects.

The Ministry [Electric Kick Scooter Pilot Project website](#) provides public information on the current pilot project rules, and will be regularly updated, including on April 5, 2024, when the new pilot project rules take effect.

#### **14. What are the rules for devices?**

Only devices that meet prescribed requirements set out in section 3 of the regulation are considered “electric kick scooters” and permitted to operate in participating communities. For example, an electric kick scooter must not have a continuous power output rating that exceeds 500W or be capable of travelling above 25 km/h on a flat surface. They must also be designed to transport one person and cannot have pedals, a seat or a structure enclosing the device. Other equipment requirements for electric kick scooters are set out in Part 5 of the regulation.

#### **15. Are the rules for devices the same as in the current pilot project?**

The new Regulation makes minor updates to certain device requirements, including the maximum speed (25 km/hr instead of 24 km/hr), braking performance and lighting requirements. If a pilot community wishes to continue using any current bylaw they have for the new pilot project, they should review it to ensure that it is authorized and necessary under the new pilot project framework.

#### **16. What are the rules for operators?**

Generally, electric kick scooters can be operated in areas and in a similar manner as cycles but must be operated in a cycle lane if one is available. Rules in the new Regulation for highway use depend on whether the highway is inside or outside of a participating community, the speed limits of the highway and who has jurisdiction of the highway.

Part 2 of the Regulation sets out where an electric kick scooter can be operated *inside a participating community*.

Part 3 of the Regulation sets out where an electric kick scooter can be operated *outside a participating community*.

#### **17. Are the rules for operators the same as in the current pilot project?**

The new Regulation makes minor updates to certain operator requirements, including where electric kick scooter use is permitted and rules for left turns at intersections.

If a current pilot community wishes to continue using any bylaw they have for the new pilot project, they should review it to ensure that it is authorized and necessary under the new pilot project framework.

### ***18. Who is responsible for enforcing the rules?***

Law enforcement is responsible for enforcing provincial rules for the pilot project, and can issue violation tickets with fines for offences or take other enforcement actions. Municipal bylaw officers are responsible for enforcing any bylaws.

### ***19. What are the penalties for offences?***

Penalties are similar to those for cycling-related offences and will be set in the Violation Ticket Administration and Fines Regulation. Most offences have a \$109 fine, except the fine for not wearing a helmet, which is \$29. Penalties for contraventions of a bylaw are set by the municipality.

## **Data collection and reporting**

### ***20. What data will participating communities have to collect and report?***

The new regulation simplifies the data participating communities must collect for reporting purposes. Participating communities will no longer need to collect information from third parties like shared service providers or ICBC. The Ministry will collect that information directly from those organizations under the new pilot project.

Participating communities will be required to report data using a simplified form to be provided by the Ministry. The simplified form is intended to make it easier for communities to participate and is expected to be required on an annual basis.

### ***21. What other data is being collected for the pilot project?***

The Ministry will directly obtain data from other parties specified in the new regulation, including shared service providers, ICBC and BC Injury Research and Prevention Unit.

### ***22. What will the data be used for?***

The data collected will help assess the safety of electric kick scooters and determine if and how electric kick scooters should be authorized for general use in BC. Results will also assist in the development of possible future pilot projects on other matters relating to the *Motor Vehicle Act*.

## Miscellaneous

### ***23. What has been learned from the first pilot project to date?***

Interim results from the current pilot project ending on April 5, 2024 were included in a backgrounder to the [News Release](#) announcing the new regulations. They included:

- British Columbians support the testing of electric kick scooters
- Electric kick scooters have environmental benefits and can help meet sustainable transportation goals
- Participating communities have higher levels of support
- Electric kick scooters can help meet sustainable transportation goals
- Injuries and conflicts with other road users are rare when operators follow the rules
- Overall awareness of the project and electric kick scooter laws is low

### ***24. Why aren't other types of devices like one-wheeled devices being piloted?***

The current pilot project only applies to electric kick scooters, which are the most popular new form of personal transportation. Other types of emerging personal mobility devices may be piloted in the future.

### ***25. What will happen at the end of the new pilot project in 2028?***

The Province will be analyzing the results of the pilot project over the next four years. When the new pilot project ends on April 5, 2028, a decision will be made on whether to permanently authorize electric kick scooters for general use in BC.

### ***26. What other Canadian jurisdictions allow electric kick scooters?***

Electric kick scooter use is currently allowed in cities in Alberta (Edmonton and Calgary), New Brunswick (Fredericton) and Saskatchewan (Regina and Saskatoon). Ontario and Quebec have pilot projects underway like B.C. Rules vary by jurisdiction. For example, Edmonton and Calgary only allow electric kick scooter rental companies. Saskatchewan only allows electric kick scooters within municipalities that authorize their use.

# Council Report

penticton.ca

**Date:** February 20, 2024  
**To:** Anthony Haddad, City Manager  
**From:** Jordan Hallam, Planner II  
**Address:** 286 Rigsby Street  
**Subject:** **Development Permit PL2023-9672**

File No: RMS/286 Rigsby St

## Staff Recommendation

THAT Council approve "Development Permit PL2023-9672" for Lot A District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan EPP134647, located at 286 Rigsby Street, a permit to approve the form and character of a five (5) storey, 48 unit apartment building.

## Strategic Priority Objective

### Livable and Accessible:

Proactively plan for deliberate growth; focused on an inclusive, healthy, safe and desirable place to live.

### Proposal

The applicant is proposing to construct a 5 storey, 48 unit apartment building on the subject property. The plans show 39 parking spaces with EV ready, 10 class 2 bicycle parking spaces for visitors, and 21 class 1 bicycle parking spaces for residents of the proposed apartment.



*Figure 1 – Conceptual Rendering*

As per the City's Development Procedures and Delegation Bylaw No. 2023-42, this Development Permit requires Council approval as the proposal has a floor area greater than 2800 m<sup>2</sup>.

## Background

The subject property is located on the east side of Rigsby St between Westminster Ave W and Wade Ave W. The property is 1425.7 m<sup>2</sup> in size, and currently contains a warehouse that was built in 1949.

The subject property is zoned C6 (Urban Peripheral Commercial) in the Zoning Bylaw and is designated 'Infill Residential' by the Official Community Plan.

### Financial Implication

The applicant is responsible for all development costs, including any service upgrades and the payment of Development Cost Charges (DCC's) to help offset the added demand on City services from the proposed development.

### Climate Impact

Council adopted the Community Climate Action Plan (CCAP) in 2021. The proposed development is consistent with the following aspects of the CCAP:

- **Shift Beyond the Car:** Encourage active & accessible transportation and transit
  - The development is proposing a reduction in parking spaces, encouraging residents to use alternative means of travel
  - Secure storage is provided for 21 bicycles, intended for use exclusively for residents.
  - Racked bicycle parking for 10 bicycles is provided near the front entrance of the building, intended for visitors of the proposed apartment.
- **Electrify Passenger Transportation:** Accelerate the adoption of zero-emissions vehicles
  - The development permit plans show the installation of 39 EV ready chargers, one for each proposed parking space.

This building will be required to meet Step 2 of the BC Energy Step Code. Step 2 requires new builds to be at minimum 10% more efficient, with a goal of being Net Zero Ready for new construction by 2032.

### Technical Review

The proposed apartment was reviewed by the Technical Planning Committee, a group of City staff from various departments who review development applications. Staff worked with the applicant regarding Development Engineering, Parks Department, and Electrical Department requirements for this proposal. As there is no sidewalk currently on the east side of Rigsby St, a new sidewalk will be constructed in front of the proposed apartment building. Future building permit requirements were provided to the applicant to help expedite the future Building Permit application process.

### Development Statistics

The following table outlines the proposed development statistics on the plans submitted with the development application:

	C6 Zone Requirement	Provided on Plans
<b>Minimum Lot Width*:</b>	20.0 m	30.7 m
<b>Minimum Lot Area*:</b>	650 m <sup>2</sup>	1425.7 m <sup>2</sup>
<b>Maximum Lot Coverage:</b>	100%	57.6%
<b>Vehicle Parking:</b>	Minimum 1 parking space per dwelling unit <b>Total: 48 required</b>	<b>39 parking spaces provided</b> (cash-in-lieu for the remaining spaces)

	C6 Zone Requirement	Provided on Plans
	Minimum 2 accessible parking spaces	2 accessible parking spaces provided
<b>Level 2 Electric Vehicle (EV) Ready Chargers:</b>	<b>Total Required: 39 chargers</b>	<b>Total EV Ready Chargers Provided: 39 chargers</b>
<b>Bicycle Parking:</b>	Class 1 (secured): 0.5 per dwelling unit <b>(24 spaces required)</b>  Class 2 (racks): 0.1 per dwelling unit <b>(5 spaces required)</b>  <b>Total: 31 spaces required</b>	Class 1 (secured): 21 spaces provided (cash-in-lieu for the remaining spaces)  Class 2 (racks): 10 spaces provided  <b>Total: 31 spaces provided</b>
<b>Landscape Buffer (south):</b>	Total Required: Minimum 3.0 m wide and one tree for every 10.0 m buffer area. One shrub for every meter of buffer area.  <b>Total Required: Minimum 3.0 m wide, 4 trees, and 48 shrubs.</b>	<b>Total Provided: 3.0 m wide, 5 trees, and 48 shrubs.</b>
<b>Landscape Buffer (west):</b>	Total Required: Minimum 3.0 m wide and one tree for every 10.0 m buffer area. One shrub for every meter of buffer area.  <b>Total Required: Minimum 3.0 m wide, 3 trees, and 30 shrubs.</b>	<b>Total Provided: 3.0 m wide, 5 trees, and 59 shrubs.</b>
<b>Required Setbacks</b>		
Front Yard (Rigsby St):	0.0 m	3.0 m
Side Yard (north – lane):	0.0 m	8.3 m
Side Yard (south):	3.0 m	3.0 m
Rear Yard (lane):	0.0 m	1.0 m
<b>Maximum Building Height</b>	21 m	16.15 m
<b>Other Information:</b>	*Lot width and lot area are only applicable at the time of subdivision.	

## Analysis

### *Support Development Permit*

The proposed development is considered within the Multifamily Residential Development Permit Area of the OCP, which is established to enhance neighbourhoods and create sensitive transitions in scale and density by



addressing issues such as privacy, landscape retention and neighbourliness. The proposed development has been designed with the OCP design guidelines in mind.

Staff consider that the proposed development is supported through the following OCP Goals and Policies:

OCP Policy 4.1.1.1	Focus new residential development in or adjacent to existing developed areas.
OCP 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.
OCP 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.
OCP Policy 4.1.4.1	Work with the development community – architects, designers and buildings – to create new residential developments that are attractive, high-quality, energy efficient, appropriately scaled and respectful of their context.
OCP 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).
OCP Policy 4.2.5.2	Encourage land use planning that results in neighbourhoods that can be easily serviced by transit.

Staff have completed a development permit analysis (Attachment ‘D’) that shows how the development conforms to the applicable design guidelines. The applicant has also provided an analysis within their letter of intent (Attachment ‘E’), which outlines the project and its conformance to the OCP design guidelines.

The plans show five trees along the front of the proposed apartment building on Rigsby St, along with shrubs and visitor bicycle stalls. The area to the north of the proposal along the lane includes two trees and multiple shrubs to break up the parking area. The area to the south of the proposed building has a landscaped area with five trees proposed, multiple shrubs, and an amenity area with tables and benches for residents to enjoy.

As such, staff recommend that Council consider approving the Development Permit.

### **Alternate Recommendations**

Council may consider that the proposed apartment is not aligned with the applicable OCP design guidelines. If this is the case, Council may direct the applicant to continue working with staff to improve specific elements of the proposal. Staff are not recommending this option as in staff’s opinion the development plans meet the applicable OCP design guidelines.

1. THAT Council direct the applicant to update specific elements of the development plans prior to consideration of “Development Permit PL2023-9672”.

### **Attachments**

Attachment A – Zoning Map

- Attachment B – Official Community Plan Map
- Attachment C – Photos of Property
- Attachment D – Development Permit Analysis (staff)
- Attachment E – Letter of Intent and Development Permit Analysis (applicant)
- Attachment F – Draft Development Permit PL2023-9672

Respectfully submitted,

Jordan Hallam  
Planner II

Concurrence

Director of Development Services	GM of Infrastructure	City Manager
<i>BL</i>	<i>KD</i>	<i>SH</i>

Attachment A – Zoning Map



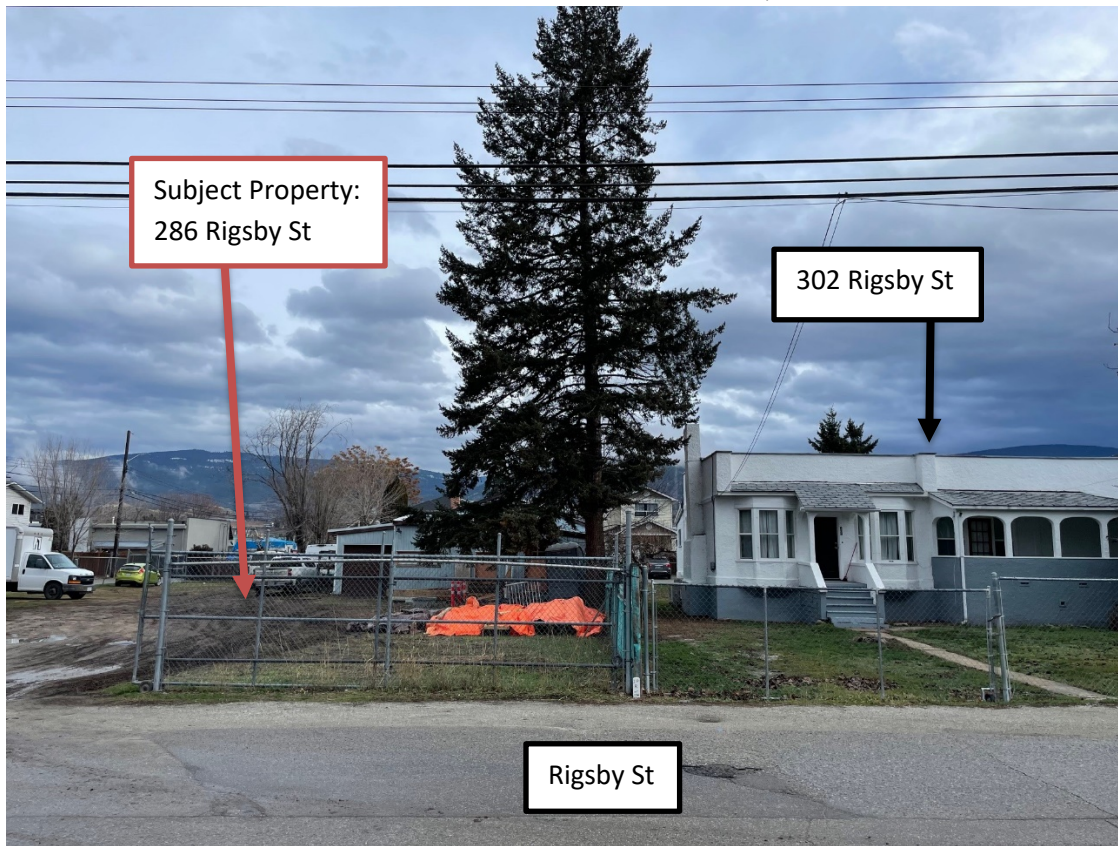


Attachment B – Official Community Plan Map





Attachment C – Photos of Property







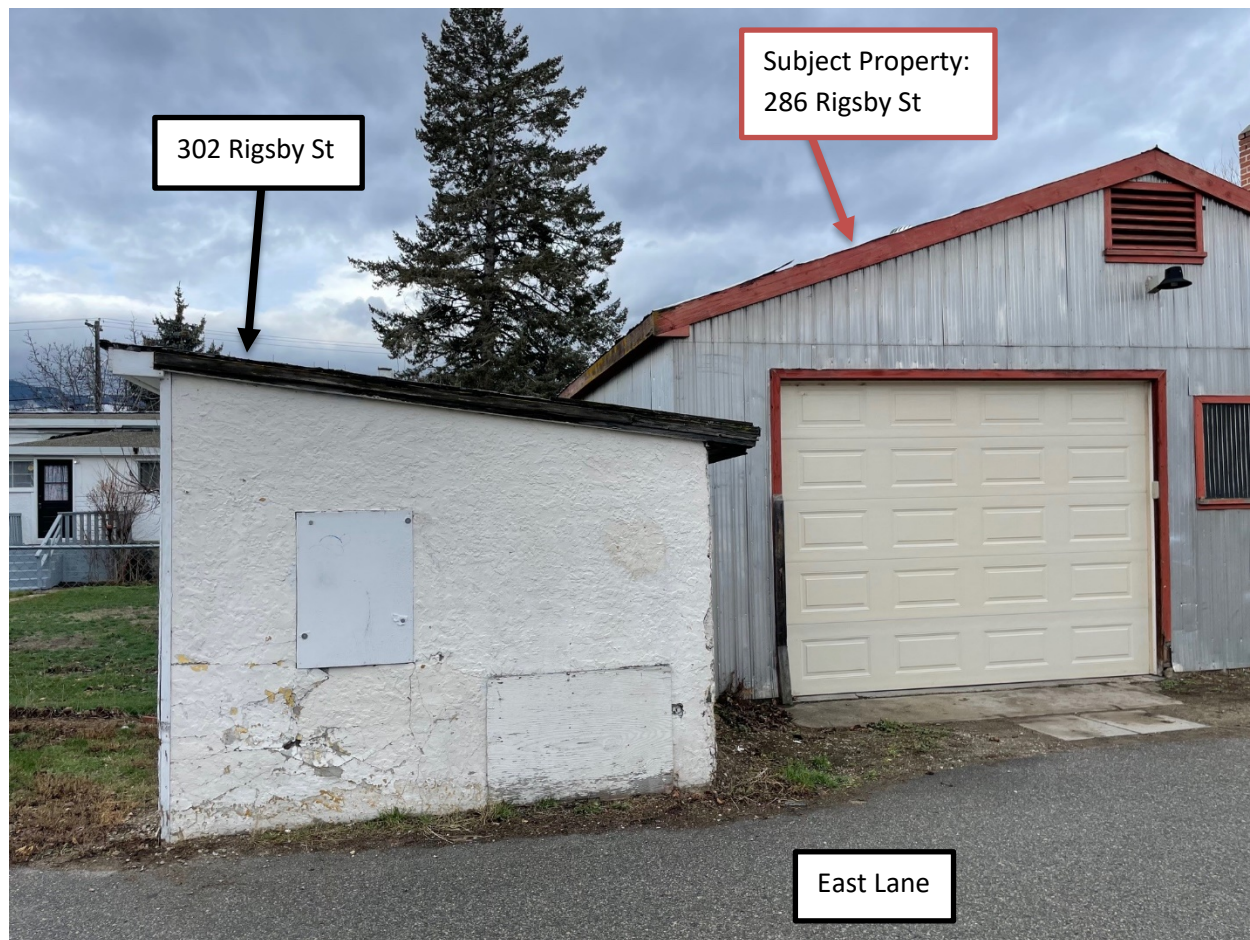












## Attachment D – Development Permit Analysis (staff)

**Development Permit Analysis**

The proposed development is located within the Multifamily Residential Development Permit Area. The following analysis demonstrates how the proposal is aligned with the applicable design guidelines.

<i>Guideline G1</i>	<i>Applications shall include a comprehensive site plan – considering adjacent context for building and landscape architectural design and neighbourhood character analysis - to demonstrate that the development is sensitive to and integrated within its context and surrounding uses and neighbours.</i>
	<ul style="list-style-type: none"> <li>The applicant has labelled geodetic elevations on the site plan, to show they have reviewed the topography of the property, which is relatively flat.</li> </ul>
<i>Guideline G5</i>	<i>Siting of buildings should support strong street definition by minimizing front yard setbacks while sensitively transitioning to neighbouring building setbacks.</i>
	<ul style="list-style-type: none"> <li>The applicant has located the proposed building at 3.0 m from the front yard, the minimum required is a 3.0 m front yard setback, which helps to maintain a connection with the street. They have proposed a front entrance on the building that faces the street to add a pedestrian scale to the development.</li> </ul>
<i>Guideline G11</i>	<i>Barrier-free pedestrian walkways to primary building entrances must be provided from municipal sidewalks, parking areas, storage, garbage and amenity areas.</i>
	<ul style="list-style-type: none"> <li>Rigsby St to the west side of the development provides pedestrian access to the development.</li> <li>The proposed development has a sidewalk proposed along the front of the subject property to allow barrier-free pedestrian access to building the entrance.</li> </ul>
<i>Guideline G21</i>	<i>Orientation of buildings should face public spaces (e.g., street and lane) with a preference for ground-oriented types (e.g., a front door for everyone or every business).</i>
	<ul style="list-style-type: none"> <li>The proposed development provides private outdoor amenity area to the south behind the proposed apartment.</li> </ul>
<i>Guideline G33</i>	<i>Water Conservation and Plant Maintenance: Xeriscaping, Irrigation &amp; Mulching</i>
	<ul style="list-style-type: none"> <li>The proposed development includes a landscaping plan that provides adequate and appropriate designs.</li> <li>The plans indicate a fully automatic underground irrigation system, which helps to reduce overwatering and utilizes a drip system.</li> </ul>
<i>Guideline G35</i>	<i>Tree planting...</i>
	<ul style="list-style-type: none"> <li>Trees and shrubs have been provided at the front of the property as well along the south property line with the landscape buffer.</li> </ul>
<i>Guideline MF1</i>	<i>All multifamily developments should incorporate community amenity spaces that provide opportunity for recreation and play and address the needs of all age groups likely to reside within the development.</i>
	<ul style="list-style-type: none"> <li>The proposed development includes outdoor grass amenity space along the entire south side of the proposed development.</li> </ul>
<i>Guideline MF3</i>	<i>Amenity spaces should incorporate vegetation for the purposes of active and passive recreation and/or visual interest, and incorporate safe play areas in interior court yards.</i>

	<ul style="list-style-type: none"> <li>The proposed development has an amenity area along the south side of the proposal and multiple shrubs. This creates visual interest for the residents or tenants living in the units, and provides area of shade during the summer months.</li> </ul>
<i>Guideline MF5</i>	Electric vehicle charging stations should be provided in larger developments.
	<ul style="list-style-type: none"> <li>The proposed development has a total of 39 EV ready charging spaces, one for each parking stall.</li> </ul>
<i>Guideline MF6</i>	Entrances to apartment lobbies should be connected to adjacent sidewalks and provide seating, as well as clear pedestrian-oriented signage. Public art is also encouraged.
	<ul style="list-style-type: none"> <li>The entrance of the proposed apartment is connected to the adjacent sidewalk, and has a lobby for residents with an elevator to access the units above.</li> </ul>
<i>Guideline MF9</i>	To increase their attractiveness, taller buildings should demonstrate: <ul style="list-style-type: none"> <li>High-quality cohesive design of form, materials and colour.</li> </ul>
	<ul style="list-style-type: none"> <li>The proposed development has a mix of colours and building materials. The proposal is a mix of darker colours and white, with accent colour pieces on the building.</li> </ul>

# Attachment E – Letter of Intent and Development Permit Analysis

## 272 Rigsby Street, Penticton Multi-family Development



### \*\*\* LETTER OF INTENT \*\*\*

The development proposes a 5-storey, 40-unit rental housing infill that looks to maximize the potential of the existing C6 zoning. As listed in the zoning table on sheet A1.0, this project meets C6 zoning criteria for setbacks, building height, lot coverage, and other zoning bylaw requirements such as landscaping and vehicle and bicycle parking.

The project will provide a range of housing options to accommodate families, couples and individuals, ranging from studios and one bedrooms to larger 2- and 3- bedroom family units. We have designed the building to be an energy efficient form takes advantage of the spectacular views to the water with large roof terraces and balconies. We have also provided an amenity patio and landscaping on the south side of the lot, where access to daylight is maximized for outdoor amenity.

Potential impacts to the neighbourhood stem from the fact that while the property is already zoned C6, and thus already approved for a dense infill development, it resides in a largely low-rise residential context and so care must be taken to design the building in a way that minimizes impacts to neighbouring properties as much as possible. With that in mind, we have kept the building to 5 storeys which is below the city's definition of a tall building, and have sited the building to have as minimal an impact on adjacent properties as possible in the following ways:

- The building is stepped back 8m from the 6m wide lane to the north side of the property, so ensure shadows from southern sun exposure for most of the year should have minimal impact on properties across the lane.
- A 3m landscape buffer has been provided on the south side of the building with trees and fencing to give privacy.
- We have also stepped the roof back at the 5th floor to minimize the scale of the main facade to the street and impact to neighbours, while providing space for terraces to the 5th floor units.
- The design incorporates inset decks, roof overhangs and a step-back at the 5th floor along with a variety of exterior cladding materials to accent the building massing and differentiate the ground, middle and upper floors to reduce visual impact on the pedestrian realm.
- The amenity patio is screened from the adjacent property by fencing, and can be lit with timed or motion-sensitive lights focused on the ground level to avoid light pollution to the neighbouring properties.
- The garbage / recycling enclosure faces the rear lane, away from the view of the street. This location is the best possible option in terms of being farthest away from all adjacent properties and the street.
- The building has also been designed with site and neighbourhood security in mind. Building-mounted lighting is provided along all exterior sidewalks for security and wayfinding, and we have avoided creating an dark alcoves where people can hide. The decks and windows encircling the building provide passive surveillance of the property on all sides.

Neil Brun  
Senior Building Designer  
BlueGreen Architecture Inc  
Phone: (250) 374-1112 ext. 302  
[nbrun@bluegreenarch.com](mailto:nbrun@bluegreenarch.com)

**Kevin Ryan** | Architect AIBC - MA (Hons) - DA - LEED AP

**Wendy Rempel** | Architect AIBC - M.Arch - B.Arch

[www.bluegreenarchitecture.com](http://www.bluegreenarchitecture.com)

#### KAMLOOPS

2 - 436 Lorne Street, Kamloops, BC V2C 1W3  
P | 250.374.1112 F | 250.374.2279

#### KELOWNA

202 - 110 Highway 33 West, Kelowna, BC V1X 1X7  
P | 778.753.2650 F | 778.753.1448

## 272 Rigsby Street, Penticton Multi-family Development



### \*\*\* DEVELOPMENT PERMIT ANALYSIS \*\*\*

#### 5.2.2 General Guidelines

##### Site Planning

G1) Prior to site design, analysis shall be undertaken to identify significant on-site and off-site opportunities and constraints, including built and natural elements (eg structures, slopes and drainage, significant landscape features, etc.)

This development looks to maximize the infill potential of its C6 zoning, while still responding to the natural and built context in the following ways:

- The building provides private balconies and roof terraces to maximize views for residents.
- The amenity patio has been provided on the south side of the lot to maximize daylight to those areas.
- The building has been stepped back from the street to provide the required setback to Hydro lines.
- In discussion with the planning department we have allocated a 3.5, corner cut lane dedication in the lane to allow for collection vehicle movement.

G2) Applications shall include a comprehensive site plan - considering adjacent and neighbourhood character analysis - to demonstrate that the development is sensitive to and integrated within its context and sounding uses and neighbours. All site / landscape plans should incorporate the boulevard

- The building is stepped back 8m from the 6m wide lane to the north side of the property, so ensure shadows from southern sun exposure for most of the year should have minimal impact on properties across the lane.
- The prescribed 3m landscape buffer has been provided on the south side of the building with trees and fencing to give privacy.
- We have also stepped the roof back at the 5th floor to minimize the scale of the main facade to the street and impact to neighbours, while providing space for terraces to the 5th floor units.
- This lot currently does not have sidewalk, however we are proposing to add sidewalk in the 3m between the building and street, along with visitor bike parking and some landscape beds as described on the site and landscape plans.

G3) Private and semi-private open spaces should be design to optimize solar access.

- The amenity patio has been provided on the south side of the lot to maximize daylight to those areas.

G4) Views through to the mountains and the lakes should be carefully considered and incorporated into the design of new development.

- The building provides private balconies and roof terraces on all sides, but where possible they have been oriented to take advantage of views for residents.

##### Framing Space

G5) Siting of buildings should support strong street definition by minimizing front yard setbacks while sensitively transitioning to neighbouring building setbacks.

- The building has been stepped back from the street to provide the required setback to Hydro lines. This is the minimum Hydro required setback, so the building is essentially as close to the street as possible.
- The building is stepped back 8m from the 6m wide lane to the north side of the property, so ensure shadows from southern sun exposure for most of the year should have minimal impact on properties across the lane.
- The prescribed 3m landscape buffer has been provided on the south side of the building with trees and fencing to give privacy.

Kevin Ryan | Architect AIBC - MA (Hons) - DA - LEED AP

Wendy Rempel | Architect AIBC - M.Arch - B.Arch

[www.bluegreenarchitecture.com](http://www.bluegreenarchitecture.com)

#### KAMLOOPS

2 - 436 Lorne Street, Kamloops, BC V2C 1W3  
P | 250.374.1112 F | 250.374.2279

#### KELOWNA

202 - 110 Highway 33 West, Kelowna, BC V1X 1X7  
P | 778.753.2650 F | 778.753.1448



G6) Building placement and orientation should respect significant public water, mountain and ridgeline views.  
The property is currently zoned C6 but sits in a residential context, so the city had planned this lot to have dense infill development. With that in mind, we have kept the building to 5 storeys which is below the city's definition of a tall building, and have sited the building to have as minimal an impact on adjacent properties as possible.

G7) All designs shall consider CPTED principles and balance the reduction of crime and nuisance opportunities with other objectives to maximize the enjoyment of the built environment.  
All building entrances and exits are well lit and the building design does not create dark alcoves where people can hide. The decks and windows encircling the building provide passive surveillance of the grounds on all sides.

G8) Secondary buildings should create comfortable and social, semi-public and semi-private spaces within interior courtyards and/or side-yards.  
There are no secondary buildings as part of design.

G9) Pedestrian connectivity to adjacent properties is encouraged. With the exception of private yards, open spaces shall be designed for public access and connectivity to adjacent public areas (and publicly-accessible private spaces).  
The property is surrounded by a private residence, Rigsby Street and a laneway, so there are no appropriate properties to provide a direct connection to in this way.

G10) Development of larger parcels should provide pedestrian connections to adjacent public areas and create an effective street-fronting block scale of 60m-190m.  
This parcel's street frontage is only approx. 30 m wide.

G11) Barrier-free pedestrian walkways to primary building entrances must be provided from municipal sidewalks, parking areas, storage, garbage and amenity areas.  
We are proposing a new sidewalk with curb cut to accommodate public wheelchair access from the Rigsby (note there is no sidewalk along the street currently) there is an accessible parking stall in the parkade with access into the lobby. There is a 1.5m sidewalk connecting from the main entrance to the garbage / recycling enclosure at the rear of the property.

G12) Where feasible, indicate pedestrian ways with continuity of paving treatments/paving materials.  
There is continuous concrete sidewalk connecting access to the main entrance, garbage / recycling enclosure, rear exit stair, mechanical and electrical room entrances, and amenity patio.

G13) Entry to ground-level residential units should be no more than 1.8m (6.0 ft.) above the grade of adjacent public sidewalks and walkways (see Figure G14).  
There are no ground floor residential units - ground floor is parking, utility rooms, lobby and bicycle storage.

G14) The outdoor space of a residential unit should be raised no more than 1.2m (3.9 ft.) above adjacent public sidewalks and a "front stair" pedestrian connection shall be provided (see Figure 5-2).  
There are no ground floor residential units

G15) Fencing facing an active public realm should be lowered and transparent or semi-transparent.  
A 6' high fencing is provided along the southern boundary to provide privacy to the adjacent residential lot, but this is not a public realm so privacy is desirable.





### Cars and Parking

G16) Site and building access must prioritize pedestrian movement, minimize conflict between various modes of transportation and optimize use of space:

- 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
- Where possible, shared automobile accesses should be considered to optimize land use, and to reduce impermeable surface coverage and sidewalk crossings.

All parking including entrance to the secure parkade is provided off of the lane. The parking and building have been set back 1 m from the lane to allow for 7m 90 degree standard passenger vehicle maneuvering as per Penticton Parking Bylaw.

A sidewalk has been provided between the laneway parking and the building so that residents do not need to walk down the lane to access the building.

G17) On-site parking location and design should minimize visual impact and provide safe connections for pedestrians:

- Parking between the front of buildings and the street is not permitted.
- Parking should be located at the rear of buildings/sites.
- Shared parking (where varying uses have parking demands that peak at different times of the day) is encouraged to reduce parking requirements.
- Outdoor surface parking areas should incorporate pathways that provide safe, accessible and comfortable pedestrian connections to entries/destinations.

All parking including entrance to the secure parkade is provided off of the lane. The parking and building have been set back 1 m from the lane to allow for 7m 90 degree standard passenger vehicle maneuvering as per Penticton Parking Bylaw.

A sidewalk has been provided between the laneway parking and the building so that residents do not need to walk down the lane to access the building.

G18) Attached parking structures, their access and associated components (doorways, ramps, etc.) should be architecturally integrated into the building so as to minimize visual impact to the public realm.

The building has a secure ground floor parkade which is access off the rear lane, and is not visible to the street / public realm.

G19) All multifamily developments should accommodate sustainable modes of transportation through:

- Provision of bike parking and/or safe storage of alternative transportation/ mobility equipment (bikes, mobility scooters, etc.).
- Provision of electric vehicle charging stations.
- Internal circulation and/or upgrades to adjacent rights-of-way to accommodate alternative transportation (e.g., multi-use pathways, separated bike lanes, etc.).

Bicycle parking and storage has been provided at ground level in accordance with the bylaw.

### Design for Our Climate

G20) Designs should respond to Penticton's setting and climate through use of:

- passive solar strategies;
- optimized placement of windows to maximize natural light;
- energy-efficient building design;
- passive solar principles;
- landscape design and plantings that provide cooling through shade in summer months;
- selecting roof materials to minimize heat loading and increase reflectivity.; and,
- strategies for cross-ventilation.



- The project uses balconies and shading canopies to provide passive solar shading to much of the glazing serving units.
- The building has been designed with Step Energy Code compliance in mind, employing a form that is compact and energy efficient, avoiding excessive envelope area found in L or C-shaped building forms.
- The trees along the south landscape buffer are deciduous, providing some shade to the lower units in summer and allowing heat to pass through in winter.
- Where possible, corner and larger units within the building have open living spaces and windows on two elevations, allowing for passive ventilation.

#### Orientation and Massing

G21) Orientation of buildings should face public spaces (e.g., street and lane) with a preference for ground-oriented types (e.g., a front door for everyone or every business).  
The building's main entrance fronts onto Rigsby Street

G22) Massing of larger buildings should be composed of multiple volumes to reduce visual impact on the pedestrian realm.  
The design incorporates inset decks, roof overhangs and a step-back at the 5th floor along with a variety of exterior cladding materials to accent the building massing and differentiate the ground, middle and upper floors.

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 design incorporates inset decks, roof overhangs and a step-back at the 5th floor along with a variety of exterior cladding materials to accent the building massing and differentiate the ground, middle and upper floors.  
The decks and windows encircling the building provide passive surveillance of the grounds on all sides.

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.  
There are no at-grade units - residential units start on Level 2 which is a full storey above grade.

G25) Where appropriate, stepped massing should be utilized to transition and improve the relationship between developments of differing scale. In areas where there is an OCP Land Use Designation change, adjacent building heights should not be greater than one-and-a-half storeys higher than existing adjacent development with additional storeys terraced back with a minimum stepback of 3.0 metres. (see Figure 5-6).  
This site is already zoned C6, but is in a low-rise residential context, so there are no adjacent buildings of a similar scale or height to draw reference from.

G26) Building designs should minimize impacts on the privacy of adjacent dwellings, including private open spaces.  
The prescribed 3m landscape buffer has been provided on the south side of the building with trees and fencing to give privacy.



### Eyes on Street

G27) Development should activate the public realm (e.g., sidewalks) and shared open spaces by placing active uses at street-level.

- This lot currently does not have sidewalk, however we are proposing to add sidewalk in the 3m between the building and street which will provide access to the main entrance, visitor bicycle parking, the amenity patio, and be adorned with some landscape beds.

G28) Entries should be visible and clearly identifiable from the fronting public street.

Our main building entrance is on the building corner, facing Rigsby Street. The main entrance is stepped back, sheltered, and has a cladding distinct from the rest of the front facade to make it easily readable from the street. The lobby has space for some seating and 4 visitor bicycle stalls are provided just outside the main entry.

G29) Development should orient windows, porches, balconies and patios toward the public realm, allowing for casual overlook of parks, open spaces, and parking areas (see Figure 5-7).

The decks and windows encircling the building provide passive surveillance of the grounds on all sides.

G30) Extensive blank walls (over 5m in length, and including retaining walls) along the street should be avoided. We have added entrances, windows, eyebrow canopies, a mix of exterior finishes, and some landscaping beds along the front facade to create visual interest and avoid large, blank walls as much as possible.

G31) Provide screening (e.g., varied materials/textures, murals, greenwalls or vines) on solid walls that exist as a function of an internal program (e.g., for privacy, merchandising, etc.).

The ground floor uses a mixture of cladding materials to help demarcate the front entry, and has some landscaping up against the building.

### Design with Nature

G32) Stream and Riparian Protection (see Riparian DPA section)

- Sites adjacent to creeks, lakes and wetlands should retain or enhance fish and/or riparian habitat, through:
    - Retention, enhancement and restoration of trees and shrubs that shade streams and stabilize soil, with a preference for native species;
    - Management of post-development total yearly flow, magnitude (in individual events), and duration to mimic pre-development conditions; and,
    - Management/restriction of access to protect stream banks and meet Riparian Area Regulations (RAR)
- This project is not near a riparian setback

G33) Water Conservation and Plant Maintenance: Xeriscaping, Irrigation & Mulching

- Employ xeriscaping principles (see Glossary) in landscape design that reduce the need for supplemental water from irrigation.
  - Employ strategies such as stormwater management reuse (including rain gardens and water reclamation) to minimize impact on infrastructure and the use of potable water.
  - Encourage landscaping using native drought-tolerant plant species rather than water-hungry varieties.
  - All trees and vegetated landscaping should be irrigated using a sub-surface irrigation system, programmed to maximize efficient water use (e.g., drip irrigation).
  - Where appropriate, increased depth of top soil is recommended as a means to retain water and ensure more drought-tolerant landscapes.
  - Trees should be planted to provide shading for shrubs and grasses and south and west faces of buildings.
  - Where appropriate, mulching may further reduce irrigation demand by retaining soil moisture.
- Refer to the landscape plan, which makes use of xeriscape and trees.



### Enhance the Urban Forest

#### G34) Tree retention

-New development should retain, where possible, existing mature and native trees and protect their root systems; Pre- and post-development tree surveys are required must be undertaken.

We are unfortunately not able to retain existing trees, however the development proposes to plant 8 new trees (refer to landscape plan)

#### G35) Tree planting

- Where space permits, landscaped areas, boulevards and setback areas adjacent to streets should be planted with trees with appropriate soil volumes to ensure longevity.

- All areas with planted trees must be irrigated

- All development fronting a public street shall plant a landscaped area fronting the public road with regularly spaced street trees no further than 10 metres apart, and at least 2.5 meters tall at the time of planting.

- The planting of additional trees is strongly encouraged, particularly if existing trees cannot be preserved, in order to maintain and expand the urban forest canopy.

Refer to landscape plan, we are proposing a variety of shrubs, tall grasses and trees in planting / boulevard spaces along Rigsby

### Functional Use of Landscapes

G36) Habitat: designs should provide for and/or enhance habitat value (e.g., birds, pollinators, etc.) through the use of selected plant material (food & nutrients) and/or structural/grading improvements (e.g., hibernacula, pools, etc.).

Refer to landscape plan and plant list for specifics.

G37) Stormwater management: mitigate impacts of runoff by diverting stormwater to infiltration galleries or other appropriate green infrastructure.

We will explore options for on-site retention of storm water wherever possible with civil engineer thorough the design development phase.

#### G38) Screening & Buffering

- Where appropriate (and in consideration of FireSmart principles and native ecosystems), screen walls and/ or landscape buffers (e.g., berms, shrub beds, hedges and/or trees) should be used to manage transitions and/or conflict between incompatible uses (e.g., industrial uses and/or parking);

- Buffer design should complement neighbourhood character and landscape setting (refer to "Materials Selection – Hardscapes and Softscapes")

- Notwithstanding the screening regulations in the Zoning Bylaw , landscape buffers should be utilized to reduce the visual impact of service areas and surface parking, including:

- Planting between internal collectors (not used for direct access to parking stalls) and aisles that provide direct access to parking stalls;

- Planting at the end of aisles;

- Planting between each block of 4 parking spaces; and,

- Planting around utility kiosks, containers

and/or dumpsters.

- Note that Hydro does not permit landscaping between PMT and the crane position. We have provided landscaping on PMT sides where permitted. The garbage enclosure is near the corner of the laneway facing the lane, and not needing screening from public view. The row of parking stalls accessed off the laneway was reviewed with the planning department prior to this application. While it does not have landscape buffers every 4 stalls, it does have a 7m landscape buffer to the public realm as the planning department requested.





G39) Defining the Public- and Private Realms

- Clearly signaled transitions between the public (e.g., street, sidewalk), semi-public (e.g., walkways, ramp, stair), semi-private (e.g., stoop, balcony) and private (e.g., entry) realms shall be clearly defined to enhance both the privacy of residences and the pedestrian experience, and may include:
- Landscape terracing (e.g., grading, retaining);
- Structures (e.g., fences, pergolas, trellises),
- Planting (e.g., low hedges) and/or
- Changes in surfacing materials.

The private units start at level 2. There is a shift in exterior cladding between the ground floor (public / semi-public realm) and upper floors (private residential) to help visually demarcate these areas.

G40) Landscape designs should support shading strategies (passive cooling) with deciduous plantings that allow increased solar gain in winter months;

- Landscape designs should accommodate windbreaks (perpendicular to the direction of winter prevailing winds) to reduce heat loss in winter.
- The trees along the south landscape buffer are deciduous, providing some shade to the lower units in summer and allowing heat to pass through in winter.

**Materials Selection – Softscapes & Hardscapes**

G41) Softscapes

- Plant materials (size) and planting densities should be designed to meet and exceed the British Columbia Landscape and Nursery Association (BCLNA) Standards;
  - Landscape designs should consider opportunities for seasonal interest (e.g., colourful foliage and/or flowering at various times of the year).
  - Structural diversity in plant palette composition – including combinations of groundcovers, shrubs of various heights and trees – is encouraged.
  - Landscape design shall consider aesthetic qualities, plant suitability and soil volumes to ensure “right plant, right place” and to maximize growth to maturity of plants and trees.
  - Plant selection should emphasize local/native plants and/or similarly hardy/well-adapted plants to Penticton’s desert climate.
  - Invasive species are prohibited.
  - Synthetic turf is prohibited.
- Refer to landscape plan and plant list for specifics.

G42) Hardscapes

- Material selection should reflect an extension of overall functional design and should emphasize local, natural, climate appropriate materials.
  - Landscape construction should prioritize robust, durable and easily-maintained materials.
  - Retaining walls should use natural-looking textures and natural colours.
  - Colours should complement Penticton’s natural setting and associated palette.
  - Minimize the use of impervious surfaces and/or incorporate rainwater management strategies where surface runoff is captured.
  - Where feasible, minimize the use of low albedo (heat-absorbing) surfacing materials to reduce heat island effect (i.e., use lighter-coloured, more reflective materials).
- Refer to landscape plan. Hard surfacing includes concrete sidewalk and curb, and concrete pavers for the amenity patio.



## Special Considerations

### Corner Lots

G43) Address both fronting streets in a pedestrian-friendly way, preferably with pedestrian entrances and/or windows on both facades;

The lot is not at the corner of two streets, but rather a street and a laneway. Our main building entrance is on the corner, facing Rigsby Street.

G44) Support wayfinding by framing views (or open space) and/or utilizing landmark architectural elements (if appropriate);

The main entrance is stepped back, sheltered, and has a cladding distinct from the rest of the front facade to make it easily identifiable for visitors.

G45) Utilize corner entrances, angled facades at intersections, and stepped designs in areas of higher pedestrian traffic and commercial uses. Where open space is proposed for a corner lot, amenities like seating, drinking fountains, and garbage receptacles should be incorporated into open space designs.

Our main building entrance is on the corner, facing Rigsby Street.

### Public Art

G46) Opportunities for the inclusion of public art should be explored in public and semi-public open spaces, especially plazas.

There are no plazas or large open public spaces as part of this development

G47) Historical references should be carefully and collaboratively chosen.

### Lighting

G48) Lighting shall be provided for all building entrances, walkways, driveways, parking areas and loading areas and should be sufficient to provide clear orientation, personal safety and site security, including allowing for overlook from adjacent buildings.

- The scale and intensity of lighting should be adapted to its setting and application;
- Lighting design shall prioritize pedestrian-scaled lighting while ensuring vehicular access and parking is sufficiently lit for safe maneuvering;
- Light fixtures should utilize "cut-off" (zero intensity at or above an angle of 90°) luminaires to minimize glare;
- Warmer light sources (<4000k) are strongly encouraged.

Building-mounted lighting is provided along all exterior sidewalks for security and wayfinding. Specific light fixtures and luminaires will be selected in consultation with electrical consultant at building permit submission.

G49) Minimize light pollution through the use of full cut-off lighting, avoiding light reflectance, and directing lighting downwards. Exceptions may be made for signage and architectural lighting (e.g., enhancing special features or aesthetic qualities).

Specific light fixtures and luminaires will be selected in consultation with electrical consultant at building permit submission.

G50) Avoid lighting that illuminates streams, wetlands, lakes and other natural areas.

N/A





G51) Avoid negative light impacts on neighbours.

We have avoided having parking areas that require illumination immediately next to neighbouring properties. The amenity patio is screened from the adjacent property by fencing, and can be lit with timed or motion-sensitive lights focused on the ground level to avoid light pollution to the neighbouring properties.

#### Signage

G52) Signage should complement overall form and character as an extension of associated building and landscape designs.

See elevations and 3D views, building addressing will be at the front entry facing the street. There is no commercial signage planned as part of this project.

G53) All signage shall comply to the City of Penticton's Sign Bylaw, (which regulates the number, size, type, form, appearance and location of signs).

Building address signage will be designed in accordance with applicable bylaws. Typically fire departments review and approve the proposed addressing for these kinds of parameters at building permit stage.

#### Utilities, Mechanical Services and Servicing

G54) Mechanical/Utility cabinets and transformer pads (units) shall be located at the rear of the property, behind the building.

The PMT must be adjacent existing Hydro poles so it can be fed from the primary lines. This is also required so that the Hydro ducts can have a straight path into the electrical room with only one 90 degree turn, as per Hydro regulations.

G55) Where this is unachievable, units may be located at the edge of the front yard and must be incorporated into landscaped areas and screened from the street.

See landscape plan, we have placed the PMT in a landscaped boulevard and placed landscaping around it on the sides permitted by Hydro. Hydro prohibits landscaping between the PMT and street, as the crane must be unobstructed during installation and removal.

G56) Units shall not obstruct private views onto public space that might otherwise provide safety through passive surveillance.

We do not have any mechanical units obstructing private views of the public realm.

G57) Units shall not be installed in in riparian setbacks (SPEA) and Environmental Protection areas

This project is not near a riparian setback

#### Waste Management

G58) Garbage/recycling areas and other similar structures should be located out of public view in areas that mitigate noise impacts and which do not conflict with pedestrian traffic,

The garbage / recycling enclosure faces the rear lane, away from the view of the street. This location is the best possible option in terms of being farthest away from all adjacent properties and the street.

G59) Garbage and recycling bins should be contained within screened enclosures that are coordinated with the overall design.

The garbage / recycling enclosure is proposed to be of split-face concrete block to fit in with the stone cladding on the lower floor.



G60) Clear access to refuse/recycling areas must be provided.

Access to the garbage / recycling enclosure is via the sidewalk that connects the main entrance and rear exit stair.

#### **Fences**

G61) Fencing located along a street edge should be low and/or not create a solid barrier (i.e. it should be visually transparent).

Fencing is desirable around the amenity patio to the south for security reasons and to establish that it is not public property.

G62) Fencing along the street edge should be supplemented with low profile landscape plantings.

See landscape plan, only 3 m of fencing faces the street at the amenity patio, and this has planting in front of it.

G63) All plans should show intended fencing.

See site plan and landscape plan. 1.8 m high fencing is proposed along the boundary with the residential lot to the south, and around the amenity patio.

#### **5.3.2.7 Multi-family Guidelines**

##### **Framing Space**

MF1) All multifamily developments should incorporate community amenity spaces that provide opportunity for recreation and play and address the needs of all age groups likely to reside within the development.

We have provided an outdoor amenity patio for use by the residents.

MF2) In an effort to promote community and social sustainability, multifamily developments should exhibit a preference for courtyard forms with views into them from ground-oriented units.

Unfortunately the width and orientation of the lot, and its frontage to the street does not make a courtyard typology practical. We have designed the building to be an energy efficient form takes advantage of the spectacular views to the water with large roof terraces and balconies. We have also provided an amenity patio and landscaping on the south side of the lot, where access to daylight is maximized for outdoor amenity.

MF3) Amenity spaces should incorporate vegetation for the purposes of active and passive recreation and / or visual interest, and incorporate safe play areas in interior courtyards.

As per the previous comment, a courtyard typology is not practical for this lot. The amenity patio is adjacent to the landscape buffer which provides trees for screening / privacy to the neighbouring property.

##### **Parking**

MF4) Visitor parking should be in public view, easily accessible near the main entry to the site, and clearly indicated by pavement markings and/or signs.

There is a row of parking accessed off the lane, with several parking stalls near the front entry.

MF5) Electric vehicle charging stations should be provided in larger developments.

Capacity and EV charging will be explored and described through the building permit application with input from Hydro and electrical consultants.



#### Attractive Entries

MF6) Entrances to apartment lobbies should be connected to adjacent sidewalks and provide seating, as well as clear pedestrian-oriented signage. Public art is also encouraged.

Our main building entrance is on the building corner, facing Rigsby Street. There is currently no sidewalk along this side of the street, so we are proposing to add a new sidewalk in the 3m space between the property line and the building. The main entrance is stepped back, sheltered, and has a cladding distinct from the rest of the front facade to make it easily readable from the street. The lobby has space for some seating and 4 visitor bicycle stalls are provided just outside the main entry.

**Tall Buildings** - \*our project is only 5 storeys so does not qualify as a tall building as defined by this section.

Neil Brun  
Senior Building Designer  
BlueGreen Architecture Inc  
Phone: (250) 374-1112 ext. 302  
[nbrun@bluegreenarch.com](mailto:nbrun@bluegreenarch.com)



## Development Permit

Permit Number: DP PL2023-9672

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 A District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale-Lytton)  
District Plan EPP134647
  - Civic: 286 Rigsby Street
  - PID: 032-136-641
3. This permit has been issued in accordance with Section 489 of the *Local Government Act*, to permit the construction of a five-storey, 48 unit apartment as shown in the plans attached in Schedule 'A'.
4. In accordance with Section 502 of the Local Government Act a deposit or irrevocable letter of credit, in the amount of \$\_\_\_\_\_ must be deposited prior to, or in conjunction with, an application for a building permit for the development authorized by this permit. The City may apply all or part of the above-noted security in accordance with Section 502 of the Local Government Act, to undertake works or other activities required to:
  - a. correct an unsafe condition that has resulted from a contravention of this permit,
  - b. satisfy the landscaping requirements of this permit as shown in Schedule 'A' or otherwise required by this permit, or
  - c. repair damage to the natural environment that has resulted from a contravention of this permit.
5. The holder of this permit shall be eligible for a refund of the security described under Condition 4 only if:
  - a. The permit has lapsed as described under Condition 8, or
  - b. A completion certificate has been issued by the Building Inspection Department and the Director of Development Services is satisfied that the conditions of this permit have been met.
6. Upon completion of the development authorized by this permit, an application for release of securities (Landscape Inspection & Refund Request) must be submitted to the Planning Department. Staff may carry out inspections of the development to ensure the conditions of this permit have been met. Inspection fees may be withheld from the security in accordance with the City of Penticton Fees and Charges Bylaw (as amended from time to time).

## General Conditions

7. In accordance with Section 501(2) of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule 'A'.
8. 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.
9. **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.**
10. 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.
11. 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.

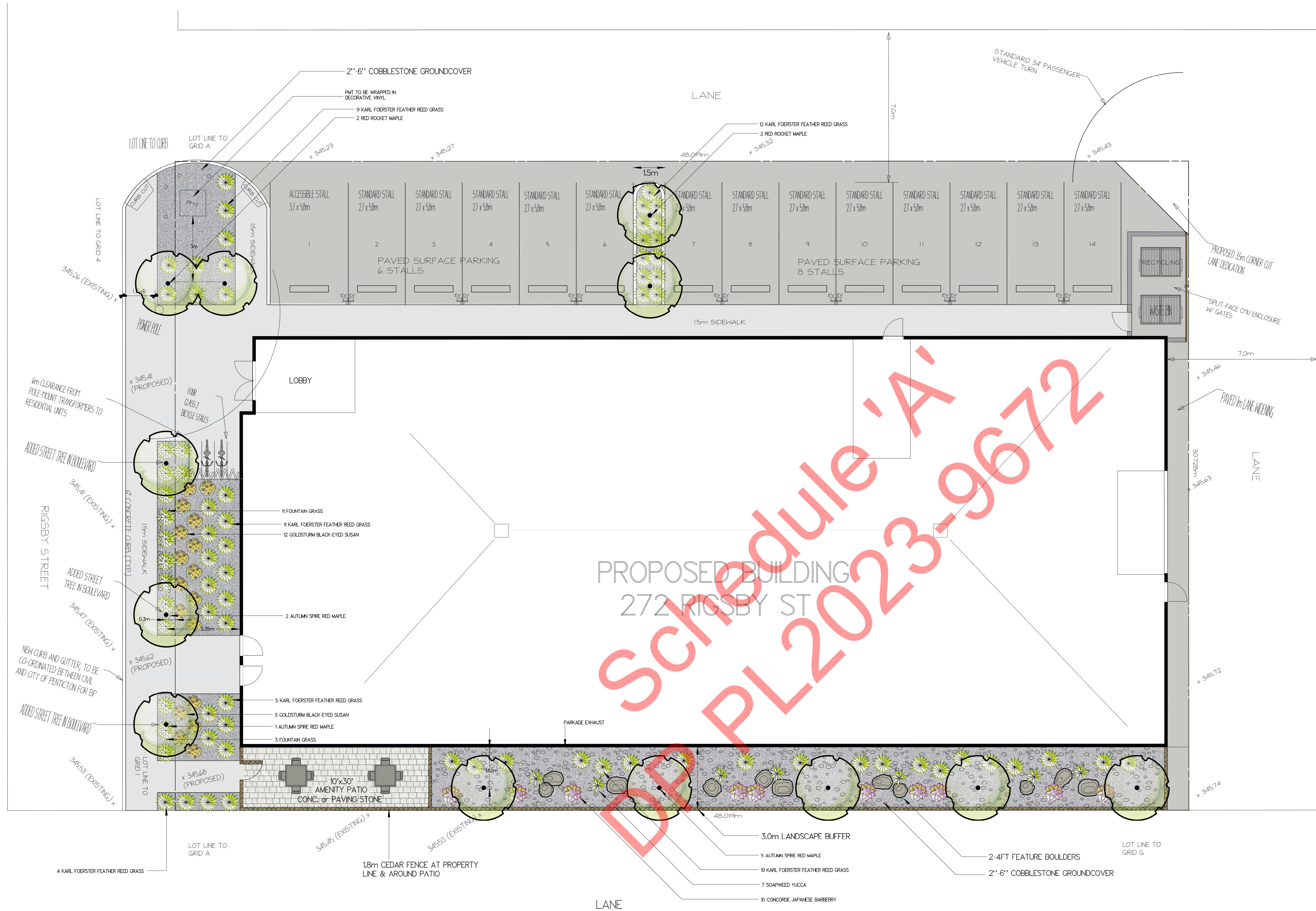
Authorized by City Council, the 20th day of February, 2024.

Issued this \_\_\_\_ day of February, 2024.

---

Angela Collison  
Corporate Officer



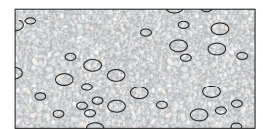


#### GENERAL NOTES:

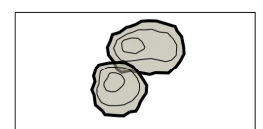
- Discrepancies between the drawings and the job site will be reported in writing prior to commencement of work.
- Synergy Landscape Design Ltd. shall not be responsible for any variances from the landscape drawing and specifications, or adjustments required resulting from conditions encountered at the job site.
- Synergy Landscape Design Ltd. does not assume responsibility for the exact location of property lines. The client is to provide a legal document or otherwise have clearly marked the location of the property lines as well as any other known covenants on the property (including septic fields and clean outs).
- Where landscape drawing dimensions and written specifications conflict, written specifications are to be assumed correct.
- Plant materials and construction methods shall conform to minimum standards established in the most recent edition of the BC Landscapes Standards, published by BCNA.
- Plant quantities to be stippled as per drawing. Plant key quantities have been approved for reference only - contractor to verify.
- All planting beds to have approved topdressing as per landscape and/or contract.
- Planting bed areas to be top-dressed with approved mulch at 3" depth or as indicated on landscaping drawing.
- An automatic timed irrigation system shall be installed on all landscape areas as per IABC specifications.
- Irrigation system for sod areas to have head to head coverage.
- Irrigation system shall be drip irrigation. Separate zones shall be installed for vegetable gardens or annual containers. Configurate irrigation zones as per hydro-zone within the landscape.
- Minimum 2 percent slope away from building in all landscape areas.
- For free canopy spread up to 6m (assuming 1m soil depth, each tree requires 8m<sup>3</sup> soil).
- Owner is responsible for calling BC First Call (1200.474.6886). The contractor shall verify the location of all utilities prior to construction.

Key	Qty	Botanical Name	Common Name	Size/Condition
Trees				
ArA	8	Acer rubrum 'Autumn Spire'	AUTUMN SPIRE RED MAPLE	60mm mature
ArR	4	Acer rubrum 'Red Rocket'	RED ROCKET MAPLE	40' x 15' 30' x 10'
Shrubs				
BIC	10	Berberis thunbergii 'Concorde'	CONCORDE JAPANESE BARBERRY	2 GAL. 3'x3'
Yg	7	Yucca glauca	SOAPWEED YUCCA	2 GAL. 3'x3'
Ornamental Grasses				
PaH	14	Pennisetum alopecuroides 'Hameln'	FOUNTAIN GRASS	1 GAL. 3'x3'
CaK	60	Calamagrostis x acutiflora 'Karl Foerster'	KARL FOERSTER FEATHER REED GRASS	1 GAL. 5'x4'
Perennials				
RIG	17	Rudbeckia fulgida 'Goldsturm'	GOLDSTURM BLACK-EYED SUSAN	1 GAL. 3'x3'

PROPERTY LINES AND SITE DIMENSIONS ARE BASED ON TOPOGRAPHICAL SURVEY PREPARED BY:  
CORE GEOMATICS  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
PHONE: (250) 492-0559



2.6" COBBLESTONE GROUNDCOVER



2-4 FT FEATURE BOULDERS



CONCRETE SIDEWALKS

SHEET NO:

SCALE : 1" = 8'

DESIGNED BY: MELISSA CROFT

DRAWN BY: MELISSA CROFT

DATE: DEC 13, 2023

LANDSCAPE PLAN

272 RIGSBY ST. PENTICTON BC

SYNERGY LANDSCAPE DESIGN LTD.  
makes every effort to provide complete and accurate drawings. However, we assume no liability for any errors or omissions which may affect construction of the landscape.

This drawing, including design and concept is the property of SYNERGY LANDSCAPE DESIGN LTD. and may not be reproduced without permission.



synergylandscape.com

250.862.6167

REVISIONS

DATE: Dec 13, 2023

DATE:

DATE:





#2 - 436 Lorne Street,  
Kamloops, BC. V2C 1W3  
p: 250.374.1112  
f: 250.374.2279

[www.bluegreenarchitecture.com](http://www.bluegreenarchitecture.com)

☒ Kamloops  
☐ Kelowna

This document has been digitally certified with a digital certificate and encryption technology authorized by the Architectural Institute of BC and the Engineers and Geoscientists BC. The authoritative original has been transmitted to this digital form. Any printed version can be used upon as a true copy of the original when signed by the Architect, bearing images of the professional seal and digital certificate, or when signed from the digitally certified electronic file created by the architect.

RECEIVED



The drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

drawing must not be scaled. The general contractor shall verify all dimensions, datums and elevations prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

[illegible]

24/01/24	UNIT INCREASE
----------	---------------

23/12/14	CITY COMMENTS
----------	---------------

[illegible]

--	--

--	--

--	--

--	--

23/09/25 ISSUED FOR  
DEVELOPMENT PERMIT

DATE	RECORD OF ISSUES
------	------------------

## CEO DISCLOSURE

272 RIGSBY ST.  
MULTI-FAMILY

ENTICTON, BC

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Title																																																																																																			

## LEVEL 1 FLOOR PLAN

Number 23.1152

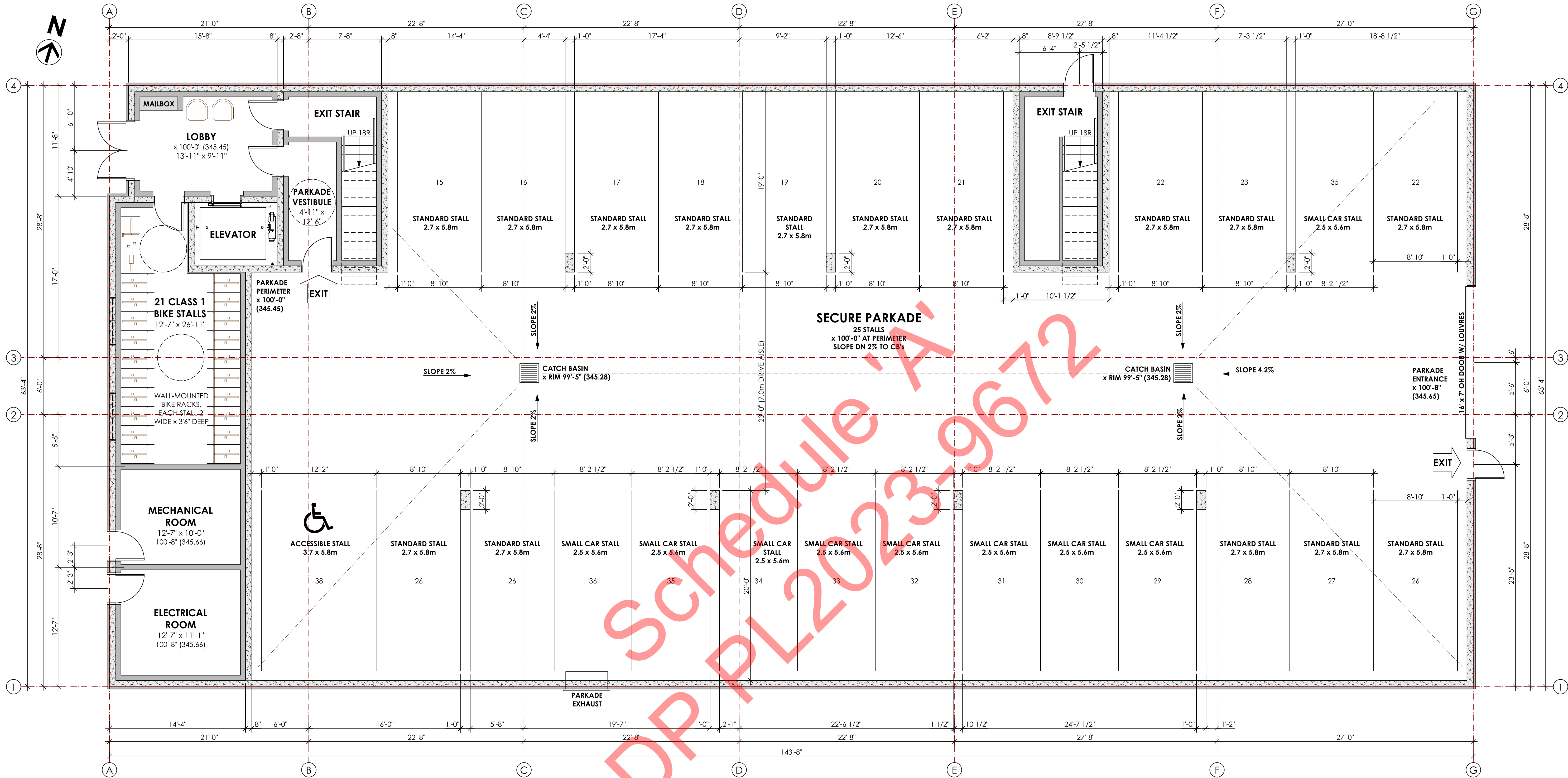
2024/01/24

$$3/16" = 1'-0"$$

Question Number 2

ving Number

## A2





BLUEGREEN  
ARCHITECTURE

#2 - 436 Lorne Street,  
Kelowna, BC V2Z 1W3  
p: 250.374.1112  
f: 250.374.2279

www.bluegreenarchitecture.com

■ Kamloops  
□ Kelowna

This document has been digitally certified with digital certificate and encryption technology authorized by the Architectural Institute of BC and the Engineers and Geoscientists BC. The authoritative original has been transmitted to you in digital form. Any printed version can be relied upon as a true copy of the original when supplied by the Institution, bearing images of the professional seal and digital certificate, or when printed from the digitally certified electronic file provided by the architect.

SEAL



These drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

This drawing must not be scaled. The general contractor shall verify all dimensions, details and levels prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

2 24/01/24 UNIT INCREASE

1 23/12/14 CITY COMMENTS

NO. DATE RECORD OF REVISIONS

1 23/09/25 ISSUED FOR DEVELOPMENT PERMIT

NO. DATE RECORD OF ISSUES

Project  
272 RIGSBY ST.  
MULTI-FAMILY

PENTICTON, BC

Sheet Title

LEVEL 2  
FLOOR PLAN

Job Number 23.1152

Date 2024/01/24

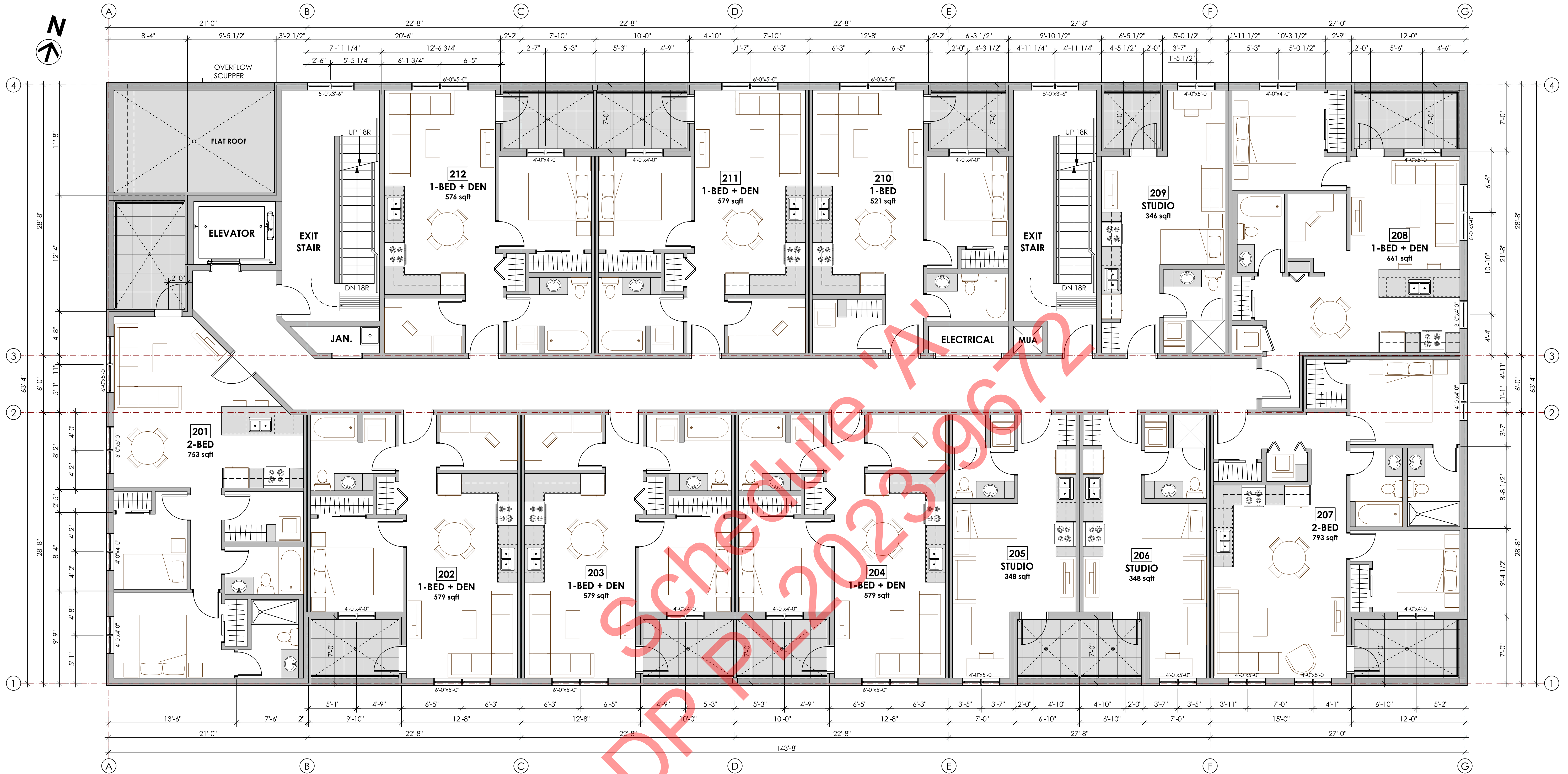
Scale: 3/16" = 1'-0"

Revision Number 2

Drawing Number

222

Page 5 of 12



NOTE:  
REFER TO SUITE PLANS FOR ROOM SIZES.





BLUEGREEN  
ARCHITECTURE

#2 - 436 Lorne Street,  
Kelowna, BC V2Z 1W3  
p: 250.374.1112  
f: 250.374.2279

www.bluegreenarchitecture.com

■ Kamloops  
□ Kelowna

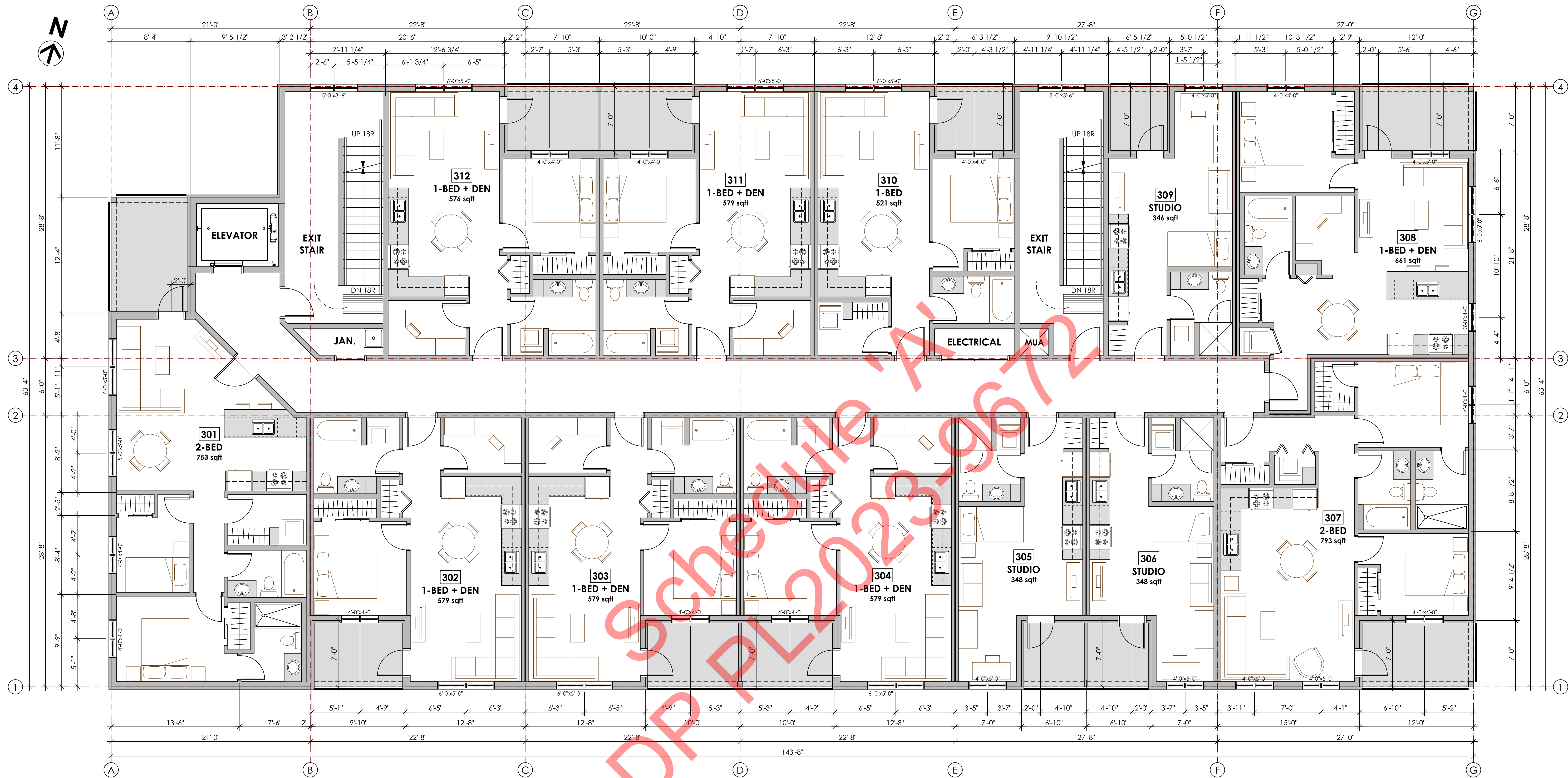
This document has been digitally certified with digital certificate and encryption technology authorized by the Architectural Institute of BC and the Engineers and Geoscientists BC. The authoritative original has been transmitted to you in digital form. Any printed version can be relied upon as a true copy of the original when supplied by the Institution, bearing images of the professional seal and digital certificate, or when printed from the digitally certified electronic file provided by the architect.

SEAL



These drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

This drawing must not be scaled. The general contractor shall verify all dimensions, details and levels prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.



NOTE:  
REFER TO SUITE PLANS FOR ROOM SIZES.

2 24/01/24 UNIT INCREASE

1 23/09/25 CITY COMMENTS

NO. DATE RECORD OF REVISIONS

1 23/09/25 ISSUED FOR DEVELOPMENT PERMIT

NO. DATE RECORD OF ISSUES

Project  
272 RIGSBY ST.  
MULTI-FAMILY

PENTICTON, BC

Sheet Title

LEVEL 3  
FLOOR PLAN

Job Number 23.1152

Date 2024/01/24

Scale: 3/16" = 1'-0"

Revision Number 2

Drawing Number

A23



BLUEGREEN  
ARCHITECTURE

#2 - 436 Lorne Street,  
Kelowna, BC V2Z 1W3  
p: 250.374.1112  
f: 250.374.2279

www.bluegreenarchitecture.com

■ Kamloops  
□ Kelowna

This document has been digitally certified with digital certificate and encryption technology authorized by the Architectural Institute of BC and the Engineers and Geoscientists BC. The authoritative original has been transmitted to you in digital form. Any printed version can be relied upon as a true copy of the original when supplied by the Institution, bearing images of the professional seal and digital certificate, or when printed from the digitally certified electronic file provided by the architect.

SEAL



These drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

This drawing must not be scaled. The general contractor shall verify all dimensions, details and levels prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

2 24/01/24 UNIT INCREASE

1 23/09/25 CITY COMMENTS

NO. DATE RECORD OF REVISIONS

1 23/09/25 ISSUED FOR DEVELOPMENT PERMIT

NO. DATE RECORD OF ISSUES

Project

272 RIGSBY ST.  
MULTI-FAMILY

PENTICTON, BC

Sheet Title

LEVEL 4  
FLOOR PLAN

Job Number 23.1152

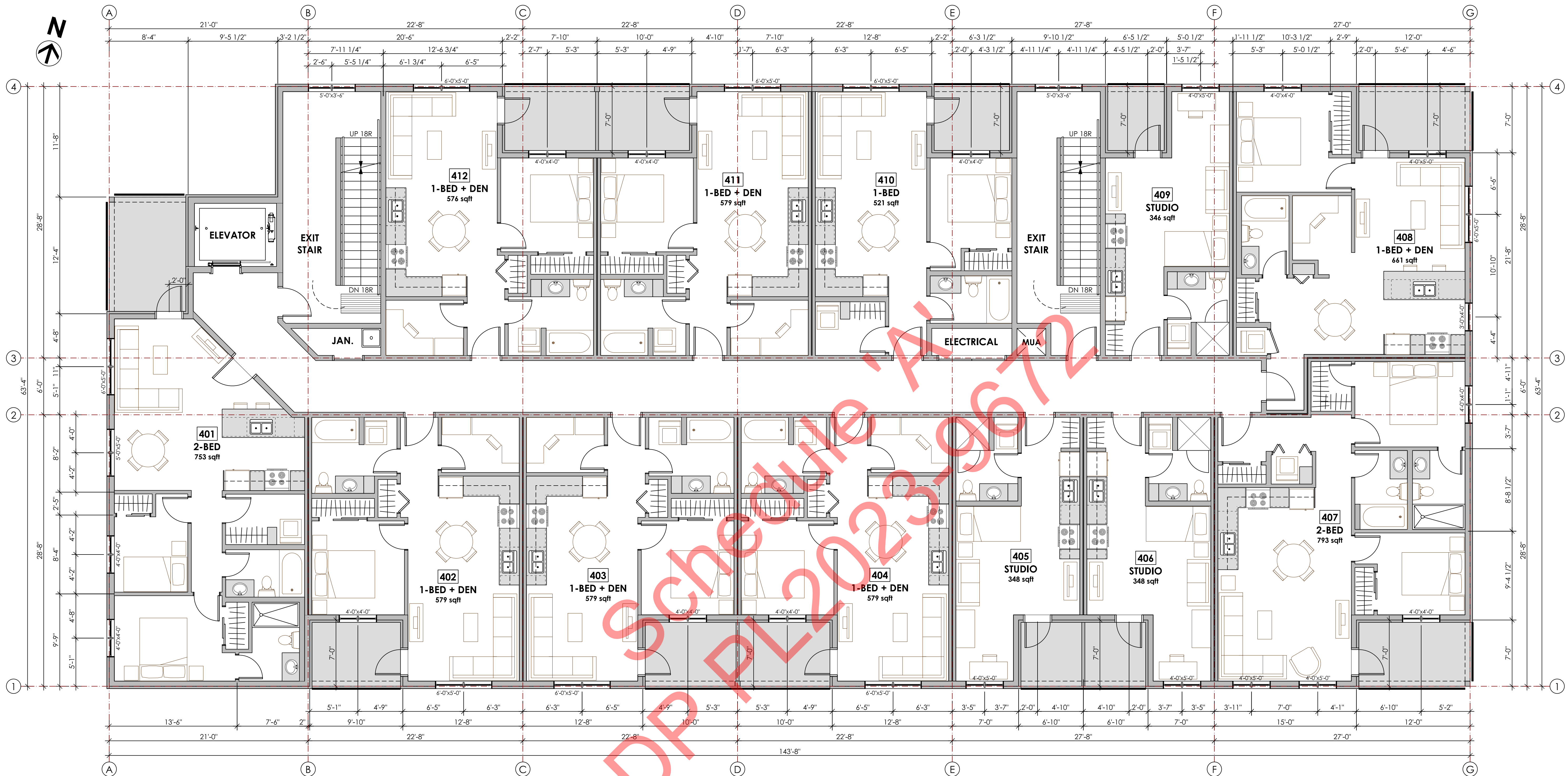
Date 2024/01/24

Scale: 3/16" = 1'-0"

Revision Number 2

Drawing Number

224  
Page 7 of 12



NOTE:  
REFER TO SUITE PLANS FOR ROOM SIZES.





BLUEGREEN  
ARCHITECTURE

#2 - 436 Lorne Street,  
Kelowna, BC V2Z 1W3  
p: 250.374.1112  
f: 250.374.2279

www.bluegreenarchitecture.com

■ Kamloops  
□ Kelowna

This document has been digitally certified with digital certificate and encryption technology authorized by the Architectural Institute of BC and the Engineers and Geoscientists BC. The authoritative original has been transmitted to you in digital form. Any printed version can be relied upon as a true copy of the original when supplied by the Institution, bearing images of the professional seal and digital certificate, or when printed from the digitally certified electronic file provided by the architect.



These drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

This drawing must not be scaled. The general contractor shall verify all dimensions, details and levels prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

2 24/01/24 UNIT INCREASE

1 23/09/25 CITY COMMENTS

NO. DATE RECORD OF REVISIONS

1 23/09/25 ISSUED FOR DEVELOPMENT PERMIT

NO. DATE RECORD OF ISSUES

Project  
272 RIGSBY ST.  
MULTI-FAMILY

PENTICTON, BC

Sheet Title

LEVEL 5  
FLOOR PLAN

Job Number 23.1152

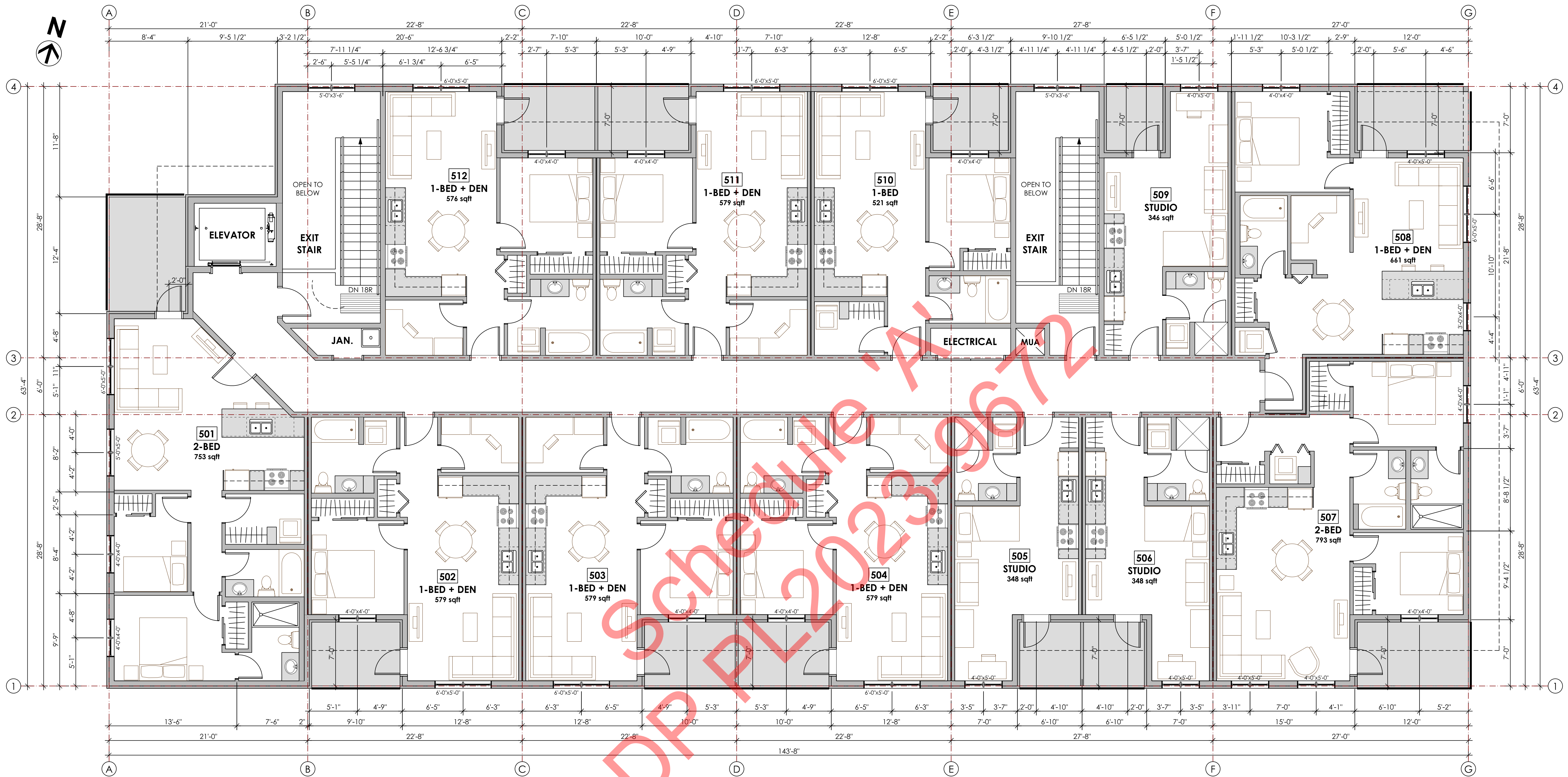
Date 2024/01/24

Scale: 3/16" = 1'-0"

Revision Number 2

Drawing Number

A25  
Page 5 of 12



NOTE:  
REFER TO SUITE PLANS FOR ROOM SIZES.





1 NORTH ELEVATION (LANE)  
Scale: 3/16" = 1'-0"

#### EXTERIOR FINISHES

- |   |   |
|---|---|
| 1 STONE VENEER<br>CASTLE STONE - DARK SLATE, 1002   | 6 DECK BEAMS, COLUMNS AND ROOF FASCIAS<br>SMART TRIM, COLOUR TO MATCH HARDIE IRON GRAY    |
| 2 HARDIE PANEL<br>COLOUR: PEARL GRAY<br>BLACK EASY TRIM REVEALS   | 7 EYEBROW CANOPY ROOFS AT GROUND FLOOR<br>SMART TRIM, COLOUR TO MATCH HARDIE ARCTIC WHITE |
| 3 HARDIE PANEL<br>COLOUR: IRON GRAY<br>BLACK EASY TRIM REVEALS  | 8 ROOF PREFINISHED METAL CAP FLASHINGS<br>COLOUR TO MATCH HARDIE IRON GRAY                |
| 4 HARDIE PANEL<br>BLACK EASY TRIM REVEALS<br>BASE COLOUR: ARCTIC WHITE<br>ACCENT PANEL COLOURS:<br>- COUNTRYLANE RED (RED)<br>- HEATHERED MOSS (GREEN)<br>- EVENING BLUE (BLUE)<br>- NAVAJO BEIGE (BEIGE) | 9 VINYL WINDOWS<br>BLACK METAL CLAD OR PLYGEM FUSION COLOUR WRAP                          |
| 5 HARDIE PLANK SIDING<br>HARDIE, 7" PROFILE, IRON GRAY<br>*NOTE USE EASY TRIM PROFILES AT WINDOWS<br>AND DOORS RATHER THAN SMART TRIM   | 10 ALUMINUM PICKET DECK GUARDS<br>COLOUR BLACK,<br>42" HEIGHT (TYP.)                      |
|   | 11 STEEL EXTERIOR DOORS<br>PAINTED TO MATCH HARDIE PEARL GRAY                             |
|   | 12 ALUMINUM ENTRANCE DOOR ASSEMBLY<br>BLACK COLOUR  |

#### NOTE:

LANDSCAPING ELEMENTS SHOWN ON ARCHITECTURAL DRAWINGS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT REFLECT THE FINALIZED LANDSCAPE DESIGN. REFER TO DEVELOPMENT PERMIT LANDSCAPE PLAN.

#### NOTE:

REFER TO FLOOR PLANS AND SUITE PLANS FOR SIZING OF ALL DOORS, WINDOWS AND OVERHEAD DOORS.



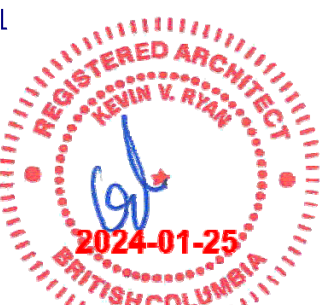
BLUEGREEN  
ARCHITECTURE

#2 - 436 Lorne Street,  
Kamloops, BC V2C 1W3  
p: 250.374.1112  
f: 250.374.2279

www.bluegreenarchitecture.com

■ Kamloops  
□ Kelowna

This document has been digitally certified with digital certificate and encryption technology authorized by the Architectural Institute of BC and the Engineers and Geoscientists BC. The authoritative original has been transmitted to you in digital form. Any printed version can be relied upon as a true copy of the original when supplied by the Issued, bearing images of the professional seal and digital certificate, or when printed from the digitally certified electronic file provided by the architect.



These drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

This drawing must not be scaled. The general contractor shall verify all dimensions, datum and level prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

2 24/01/24 ADDED UNITS

1 23/12/14 CITY COMMENTS

NO. DATE RECORD OF REVISIONS

1 23/09/25 ISSUED FOR DEVELOPMENT PERMIT

NO. DATE RECORD OF ISSUES

Project  
272 RIGSBY ST.  
MULTI-FAMILY

PENTICTON, BC

Sheet Title

NORTH  
ELEVATION

Job Number 23.1152

Date 2024/01/24

Scale: 3/16" = 1'-0"

Revision Number 2

Drawing Number

A3.0  
Page 5 of 12





[www.bluegreenarchitecture.com](http://www.bluegreenarchitecture.com)

☒ Kamloops  
☐ Kelowna

document has been digitally certified with a digital certificate and encryption technology authorized by the Architectural Institute of BC, the Engineers and Geoscientists BC. The authoritative original has been transmitted to a digital format. Any printed version can be used as a true copy of the original when signed by the Architect, bearing images of the professional seal and digital certificate, or when signed from the digitally certified electronic file created by the architect.



The drawings are instruments of service, are the creative property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

drawing must not be scaled. The general contractor shall verify all dimensions, datums and elevations prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

[illegible]

24/01/24	ADDED UNITS
----------	-------------

23/12/14	CITY COMMENTS
----------	---------------

[illegible]

--	--

--	--

--	--

--	--

23/09/25 ISSUED FOR  
DEVELOPMENT PERMIT

DATE	RECORD OF ISSUES
------	------------------

est

272 RIGSBY ST.  
MULTI-FAMILY

ENTICTON, BC

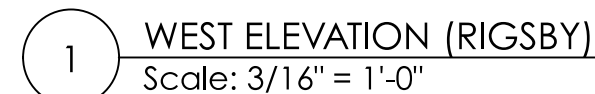
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

WEST  
ELEVATIONNumber 23 11522024/01/241.75

Revision Number 2

ving Number

### A3.1



## EXTERIOR FINISHES

- |   |  |    |  |
|---|--|----|--|
| 1 | <b>STONE VENEER</b><br>CASTLE STONE - DARK SLATE, 100Z   | 6  | <b>DECK BEAMS, COLUMNS AND ROOF FASCIAS</b><br>SMART TRIM, COLOUR TO MATCH HARDIE IRON GRAY    |
| 2 | <b>HARDIE PANEL</b><br>COLOUR: PEARL GRAY<br>BLACK EASY TRIM REVEALS   | 7  | <b>EYEBROW CANOPY ROOFS AT GROUND FLOOR</b><br>SMART TRIM, COLOUR TO MATCH HARDIE ARCTIC WHITE |
| 3 | <b>HARDIE PANEL</b><br>COLOUR: IRON GRAY<br>BLACK EASY TRIM REVEALS  | 8  | <b>ROOF PREFINISHED METAL CAP FLASHINGS</b><br>COLOUR TO MATCH HARDIE IRON GRAY                |
| 4 | <b>HARDIE PANEL</b><br>BLACK EASY TRIM REVEALS<br>BASE COLOUR: ARCTIC WHITE<br>ACCENT PANEL COLOURS: <ul style="list-style-type: none"><li>- COUNTRYLANE RED (RED)</li><li>- HEATHERED MOSS (GREEN)</li><li>- EVENING BLUE (BLUE)</li><li>- NAVAJO BEIGE (BEIGE)</li></ul> | 9  | <b>VINYL WINDOWS</b><br>BLACK METAL CLAD OR PLYGEM FUSION COLOUR WRAP                          |
|   |  | 10 | <b>ALUMINUM PICKET DECK GUARDS</b><br>COLOUR BLACK,<br>42" HEIGHT (TYP.)                       |
|   |  | 11 | <b>STEEL EXTERIOR DOORS</b><br>PAINTED TO MATCH HARDIE PEARL GRAY                              |
| 5 | <b>HARDIE PLANK SIDING</b><br>HARDIE, 7" PROFILE, IRON GRAY<br>*NOTE USE EASY TRIM PROFILES AT WINDOWS<br>AND DOORS RATHER THAN SMART TRIM   | 12 | <b>ALUMINUM ENTRANCE DOOR ASSEMBLY</b><br>BLACK COLOUR   |

– **NOTE:**

**LANDSCAPING ELEMENTS SHOWN ON ARCHITECTURAL DRAWINGS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT REFLECT THE FINALIZED LANDSCAPE DESIGN. REFER TO DEVELOPMENT PERMIT LANDSCAPE PLAN.**

– **NOTE:**

REFER TO FLOOR PLANS AND SUITE PLANS FOR  
SIZING OF ALL DOORS, WINDOWS AND  
OVERHEAD DOORS.





1 SOUTH ELEVATION  
Scale: 3/16" = 1'-0"

#### EXTERIOR FINISHES

- |   |   |
|---|---|
| 1 STONE VENEER<br>CASTLE STONE - DARK SLATE, 1002   | 6 DECK BEAMS, COLUMNS AND ROOF FASCIAS<br>SMART TRIM, COLOUR TO MATCH HARDIE IRON GRAY    |
| 2 HARDIE PANEL<br>COLOUR: PEARL GRAY<br>BLACK EASY TRIM REVEALS   | 7 EYEBROW CANOPY ROOFS AT GROUND FLOOR<br>SMART TRIM, COLOUR TO MATCH HARDIE ARCTIC WHITE |
| 3 HARDIE PANEL<br>COLOUR: IRON GRAY<br>BLACK EASY TRIM REVEALS  | 8 ROOF PREFINISHED METAL CAP FLASHINGS<br>COLOUR TO MATCH HARDIE IRON GRAY                |
| 4 HARDIE PANEL<br>BLACK EASY TRIM REVEALS<br>BASE COLOUR: ARCTIC WHITE<br>ACCENT PANEL COLOURS:<br>- COUNTRYLANE RED (RED)<br>- HEATHERED MOSS (GREEN)<br>- EVENING BLUE (BLUE)<br>- NAVAJO BEIGE (BEIGE) | 9 VINYL WINDOWS<br>BLACK METAL CLAD OR PLYGEM FUSION COLOUR WRAP                          |
| 5 HARDIE PLANK SIDING<br>HARDIE, 7" PROFILE, IRON GRAY<br>*NOTE USE EASY TRIM PROFILES AT WINDOWS<br>AND DOORS RATHER THAN SMART TRIM   | 10 ALUMINUM PICKET DECK GUARDS<br>COLOUR BLACK,<br>42" HEIGHT (TYP.)                      |
|   | 11 STEEL EXTERIOR DOORS<br>PAINTED TO MATCH HARDIE PEARL GRAY                             |
|   | 12 ALUMINUM ENTRANCE DOOR ASSEMBLY<br>BLACK COLOUR  |

#### NOTE:

LANDSCAPING ELEMENTS SHOWN ON ARCHITECTURAL DRAWINGS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT REFLECT THE FINALIZED LANDSCAPE DESIGN. REFER TO DEVELOPMENT PERMIT LANDSCAPE PLAN.

#### NOTE:

REFER TO FLOOR PLANS AND SUITE PLANS FOR SIZING OF ALL DOORS, WINDOWS AND OVERHEAD DOORS.





[www.bluegreenarchitecture.com](http://www.bluegreenarchitecture.com)

document has been digitally certified with a digital certificate and encryption technology authorized by the Architectural Institute of BC, the Engineers and Geoscientists BC. The authoritative original has been transmitted to a digital format. Any printed version can be used as a true copy of the original when signed by the Architect, bearing images of the professional seal and digital certificate, or when signed from the digitally certified electronic file created by the architect.

~~~~~



drawings are instruments of service, are the exclusive property of the architect and cannot be reproduced or used for construction without the architect's prior written permission.

Drawing must not be scaled. The general contractor shall verify all dimensions, datums and elevations prior to commencement of work. Any errors or omissions are to be reported immediately to the architect.

[illegible]

|          |             |
|----------|-------------|
| 24/01/24 | ADDED UNITS |
|----------|-------------|

|          |               |
|----------|---------------|
| 23/12/14 | CITY COMMENTS |
|----------|---------------|

[illegible]

|  |  |
|--|--|
|  |  |
|--|--|

|  |  |
|--|--|
|  |  |
|--|--|

|  |  |
|--|--|
|  |  |
|--|--|

|  |  |
|--|--|
|  |  |
|--|--|

23/09/25 ISSUED FOR  
DEVELOPMENT PERMIT

| DATE | RECORD OF ISSUES |
|------|------------------|
|------|------------------|

est

272 RIGSBY ST.  
MULTI-FAMILY

ENTICTON, BC

A 7:11.

EAST  
ELEVATION

Number 23.11522024/01/241:75

Question Number 2

ving Number

A3.3



## **EXTERIOR FINISHES**

- |   |                                                                                                                                                                                                                                                                            |    |                                                                                                |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------|
| 1 | <b>STONE VENEER</b><br>CASTLE STONE - DARK SLATE, 1002                                                                                                                                                                                                                     | 6  | <b>DECK BEAMS, COLUMNS AND ROOF FASCIAS</b><br>SMART TRIM, COLOUR TO MATCH HARDIE IRON GRAY    |
| 2 | <b>HARDIE PANEL</b><br>COLOUR: PEARL GRAY<br>BLACK EASY TRIM REVEALS                                                                                                                                                                                                       | 7  | <b>EYEBROW CANOPY ROOFS AT GROUND FLOOR</b><br>SMART TRIM, COLOUR TO MATCH HARDIE ARCTIC WHITE |
| 3 | <b>HARDIE PANEL</b><br>COLOUR: IRON GRAY<br>BLACK EASY TRIM REVEALS                                                                                                                                                                                                        | 8  | <b>ROOF PREFINISHED METAL CAP FLASHINGS</b><br>COLOUR TO MATCH HARDIE IRON GRAY                |
| 4 | <b>HARDIE PANEL</b><br>BLACK EASY TRIM REVEALS<br>BASE COLOUR: ARCTIC WHITE<br>ACCENT PANEL COLOURS: <ul style="list-style-type: none"><li>- COUNTRYLANE RED (RED)</li><li>- HEATHERED MOSS (GREEN)</li><li>- EVENING BLUE (BLUE)</li><li>- NAVAJO BEIGE (BEIGE)</li></ul> | 9  | <b>VINYL WINDOWS</b><br>BLACK METAL CLAD OR PLYGEM FUSION COLOUR WRAP                          |
| 5 | <b>HARDIE PLANK SIDING</b><br>HARDIE, 7" PROFILE, IRON GRAY<br>*NOTE USE EASY TRIM PROFILES AT WINDOWS<br>AND DOORS RATHER THAN SMART TRIM                                                                                                                                 | 10 | <b>ALUMINUM PICKET DECK GUARDS</b><br>COLOUR BLACK,<br>42" HEIGHT (TYP.)                       |
|   |                                                                                                                                                                                                                                                                            | 11 | <b>STEEL EXTERIOR DOORS</b><br>PAINTED TO MATCH HARDIE PEARL GRAY                              |
|   |                                                                                                                                                                                                                                                                            | 12 | <b>ALUMINUM ENTRANCE DOOR ASSEMBLY</b><br>BLACK COLOUR                                         |

**NOTE:**

**LANDSCAPING ELEMENTS SHOWN ON ARCHITECTURAL DRAWINGS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT REFLECT THE FINALIZED LANDSCAPE DESIGN. REFER TO DEVELOPMENT PERMIT LANDSCAPE PLAN.**

**NOTE:**

**REFER TO FLOOR PLANS AND SUITE PLANS FOR  
SIZING OF ALL DOORS, WINDOWS AND  
OVERHEAD DOORS.**

## Bylaw No. 2024-04

*A Bylaw to Amend Zoning Bylaw 2023-08*

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

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw No. 2023-08;

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

1. **Title:**

This bylaw may be cited for all purposes as “Zoning Amendment Bylaw No. 2024-04”.

2. **Amendment:**

2.1 Zoning Bylaw No. 2023-08 is hereby amended as follows:

Rezone Lot 1 District Lot 202 Similkameen Division Yale District Plan 7492, located at 200 Abbott Street, from RD2 (Duplex Housing: Lane) to RD4 (Low Density Cluster Housing) as shown on Schedule 'A'.

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this 6 day of February, 2024

READ A SECOND time this 6 day of February, 2024

READ A THIRD time this 6 day of February, 2024

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Notice of intention to proceed with this bylaw was published on the 26<sup>th</sup> day of January, 2024 and the 2<sup>nd</sup> day of February, 2024 in an online news source and the newspaper, pursuant to Section 94.2 of the *Community Charter*.

Julius Bloomfield, Mayor

Angie Collison, Corporate Officer



# 200 Abbott St.

## Zoning Amendment Bylaw No. 2024-04

Date:

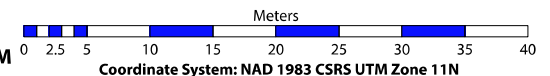
Corporate Officer:



**Terms of Use :** The City of Penticton is a depository of public information in both printed and digital form. The source, accuracy and completeness of this information varies. As a result, the City does not warrant in any way the mapping information including the accuracy or suitability thereof. The user of this information does so at their own risk and should not rely upon the information without independent verification as to the accuracy or suitability thereof.



1:600  
Monday, January 22, 2024 3:58 PM





## Development Variance Permit

Permit Number: DVP PL2023-9683

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 1 District Lot 202 Similkameen Division Yale District Plan 7492
  - Civic: 200 Abbott Street
  - PID: 009-985-280
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 cluster housing (four dwelling units), as shown in the plans attached in Schedule 'A':
  - a. Section: 10.7.2.6: to reduce the front yard from 4.5 m to 3.0 m, and;
  - b. Section: 10.7.2.8: to reduce the exterior yard from 4.5 m to 3.5 m.

### 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.

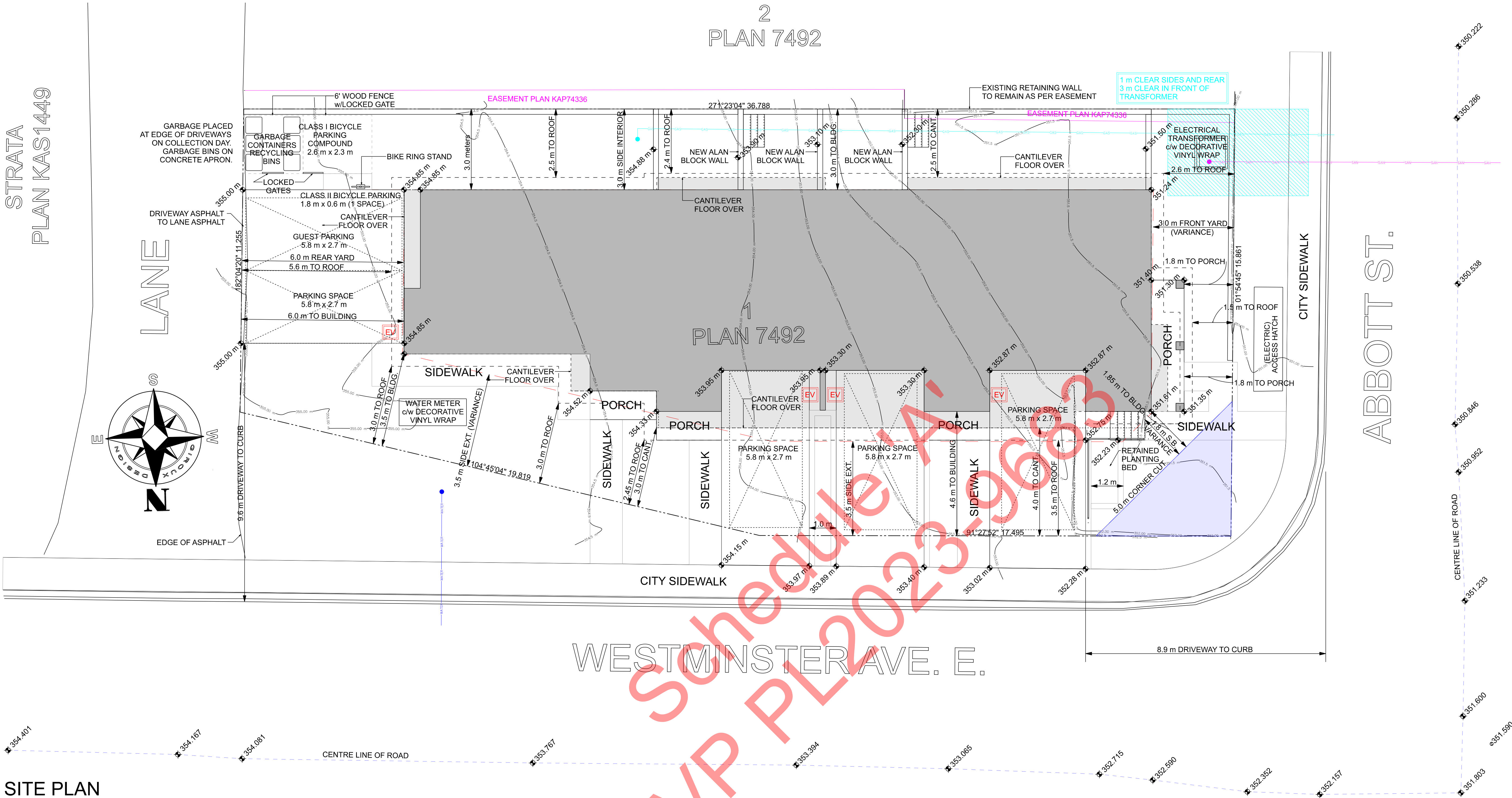


Authorized by City Council, the \_\_\_\_ day of February,  
2024. Issued this \_\_\_\_ day of February, 2024.

---

Angela Collison  
Corporate Officer

DRAFT



**SITE PLAN**  
SCALE: 1:75

CIVIC ADDRESS: 200 ABBOTT STREET, PENTICTON, BC  
LEGAL DESCRIPTION: LOT 1 DISTRICT LOT 202 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 7492  
PID: 009-985-280

ELECTRIC VEHICLE READY REQUIREMENTS  
IN ACCORDANCE WITH ZONING BYLAW NO. 2023-08

TO ENSURE NEW HOMES ARE BUILT WITH READY ACCESS  
TO A POWER SUPPLY CAPABLE OF PROVIDING LEVEL 2 EV  
CHARGING, THE FOLLOWING REQUIREMENTS MUST BE MET:

- MINIMUM NUMBER OF ENERGIZED OUTLETS FOR LEVEL 2  
CHARGING: 1 PER DWELLING UNIT.
- CONSTRUCTION REQUIREMENTS THAT INCLUDE:  
ELECTRICAL PANEL CAPACITY, WIRING, AND CONTINUOUS  
CONDUIT OR RACEWAY (AS APPLICABLE) FROM THE PANEL,  
TERMINATING AT AN ENERGIZED OUTLET NEAR THE  
DESIGNATED EV PARKING SPACE(S). ADDITIONAL  
ELECTRICAL AND EV CHARGING INFRASTRUCTURE IS  
REQUIRED TO ENERGIZE THE CIRCUIT AND TO SUPPLY  
POWER TO FUTURE LEVEL 2 EVSE AND EVEMS (IF  
APPLICABLE).
- A POINT CONNECTED TO A SOURCE OF VOLTAGE IN AN  
ELECTRICAL WIRING INSTALLATION AT WHICH CURRENT IS  
TAKEN AND CAN BE CONNECTED TO SUPPLY UTILIZATION  
EQUIPMENT. AN OUTLET INCLUDES A COVERED  
TERMINATION BOX, NEMA 14-50R RECEPTACLE, OR NEMA  
6-50R RECEPTACLE. ADDITIONAL TERMINATION MEANS MAY  
BE APPROVED BY THE CITY OF PENTICTON ELECTRIC  
UTILITY MANAGER.
- ELECTRIC VEHICLE CHARGING AT 208 V OR 240 V THROUGH  
SUPPLY UTILIZATION EQUIPMENT THAT MEETS THE  
DEFINITION OF LEVEL 2 BY THE STANDARD "SAE ELECTRIC  
VEHICLE AND PLUG IN HYBRID ELECTRIC VEHICLE  
CONDUCTIVE CHARGE COUPLER", J1772.

| ZONING COMPLIANCE TABLE (PROPOSED ZONING RD4) |                    |                     |                   |
|-----------------------------------------------|--------------------|---------------------|-------------------|
| REGULATION                                    | REQUIRED/CURRENT   | PROPOSED/PROVIDED   | VARIANCE REQUIRED |
| OCP DESIGNATION                               | INFILL RESIDENTIAL | INFILL RESIDENTIAL  | NO                |
| ZONING                                        | RD2                | RD4                 | YES               |
| LOT AREA (SUBDIVISION ONLY)                   | 540 m2             | 538.83 m2           | N/A               |
| MINIMUM LOT WIDTH (SUBDIVISION ONLY)          | 18.0 m             | 15.81 m             | N/A               |
| MAXIMUM LOT COVERAGE                          | 40%                | 40% (215 m2)        | NO                |
| MAXIMUM DENSITY                               | 0.80 FAR           | 0.80 FAR (430.4 m2) | NO                |
| MAXIMUM HEIGHT                                | 12 m               | 8.6 m               | NO                |
| MINIMUM FRONT YARD                            | 4.5 m              | 3.0 m               | YES               |
| MINIMUM INTERIOR SIDE YARD                    | 3.0 m              | 3.0 m               | NO                |
| MINIMUM EXTERIOR SIDE YARD                    | 4.5 m              | 3.0 m               | YES               |
| MINIMUM REAR YARD                             | 6.0 m              | 6.0 m               | NO                |
| PARKING SPACES (1 PER UNIT+0.25 GUEST)        | 5                  | 5                   | NO                |
| BICYCLE PARKING (CLASS I/CLASS II)            | 2/1                | 2/1                 | NO                |
| AMENITY AREA (20 m2 PER UNIT)                 | 80 m2              | 132 m2              | NO                |

AMENITY SPACE  
AMENITY SPACE SHALL BE PROVIDED AT THE RATE OF 20 M2 FOR EACH DWELLING UNIT.  
25% OF THE REQUIRED AMENITY SPACE MUST BE PROVIDED AT THE GROUND FLOOR LEVEL.  
A MAXIMUM OF 20% OF THE TOTAL REQUIRED AMENITY SPACE MAY BE PROVIDED AS AMENITY SPACE, INDOOR.

**COPYRIGHTED DOCUMENTS  
ILLEGAL TO REPRODUCE**

Site Plan



**GIROUX DESIGN GROUP**

Custom Home and Building Design Since 1950.

Giroux Design Group Inc.

phone: 250.276.4373 e-mail: [contact@girouxdesigngroup.com](mailto:contact@girouxdesigngroup.com)

web: [www.girouxdesigngroup.com](http://www.girouxdesigngroup.com)

PLAN NO.  
**WP-5804**

SLAB

SHEET NO.  
**A1**

Due to local codes, regulations and building practices and/or because of specific site conditions, these drawings may not be suitable or legal for use in the construction of a building in all localities. Consequently, these drawings are not to be used for the construction of a building in any locality other than the one for which they were prepared, and until the drawings have been brought into conformity with all local requirements. Additionally, Giroux Design Group is unable to accept any liability for the accuracy of these drawings. The purchaser of these drawings is responsible for obtaining all necessary permits and approvals. Therefore, the builder must carefully inspect all dimensions and details in these drawings and assume responsibility for the same.

© Giroux Design Group Inc. MXXIII. All Rights Reserved.  
Reproduction of these drawings, in whole or in part, including any direct copying and/or preparation of derivative works thereof, for any reason without prior written permission of Giroux Design Group Inc. is prohibited. The drawings are prepared for the buyer except for a limited license to use the drawings for the construction of the building and only one set from the original drawings shall be used. These drawings do not entitle the buyer with license to construct more than one dwelling unit.

ANIL MEGHJANI  
200 ABBOTT STREET  
PENTICTON, BC  
DESIGN BY: AJG  
DRAWN BY: AJG  
DATE: 2023-11-28  
REVISED: