

# City of Kelowna

## Regular Council Meeting

### AGENDA



Monday, April 25, 2016  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

#### Pages

#### 1. Call to Order

This meeting is open to the public and all representations to Council form part of the public record. A live audio and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

#### 2. Confirmation of Minutes

5 - 10

PM Meeting - April 18, 2016

#### 3. Development Application Reports & Related Bylaws

##### 3.1 268 Lake Avenue, Z16-0005 - Frank Renou & Joan Chapman

11 - 21

To rezone the subject property to facilitate the development of a carriage house.

##### 3.2 268 Lake Avenue, BL11240 (Z16-0005) - Frank Renou & Joan Capman

22 - 22

To give Bylaw No. 11240 first reading in order to rezone the subject property to facilitate the development of a carriage house.

##### 3.3 3090 Burtch Road, DP15-0294 - MKS Resources Inc.

23 - 47

To review the form and character Development Permit for a new 3 storey 48 unit residential development with underground parking.

##### 3.4 1610 Swainson Road, FH15-0004 - GP Sander Holdings Ltd.

48 - 68

To consider a request for a farm help permit for proposed temporary residences on non-permanent foundations to accommodate 60 temporary agricultural workers on the subject property.

#### **4. Bylaws for Adoption (Development Related)**

- 4.1 BL11119 (OCP15-0008) - Amendment to Chapter 4 - Future Land Use - MRM** 69 - 69
- Requires a majority of all Members of Council (5).**  
To adopt Bylaw No. 11119 in order to amend the Kelowna 2030 - Official Community Plan.
- 4.2 BL11118 (TA15-0003) - CD 22 - Central Green Comprehensive Development Zone Amendments** 70 - 74
- To adopt Bylaw No. 11118 in order to amend the CD 22 - Central Green Comprehensive Development Zone.

#### **5. Non-Development Reports & Related Bylaws**

- 5.1 Proposed Renaming of a Section of Rutland Road North** 75 - 77
- To rename a portion of Rutland Rd North to Rutland Court and rename the new road as Rutland Rd North.
- 5.2 BL11210 - A Bylaw to Rename a Portion of Rutland Road North** 78 - 79
- To give Bylaw No. 11210 first, second and third readings in order to rename a portion of Rutland Road North.
- 5.3 2016 Financial Plan - Final Budget** 80 - 208
- To present the 2016 Final Budget submissions, the 2016-2020 Financial Plan and related bylaws to Council for their consideration and approval.
- 5.4 BL11227 - Five Year Financial Plan 2016-2020** 209 - 213
- To give Bylaw No. 11227 first, second and third readings.
- 5.5 BL11228 - Tax Structure Bylaw, 2016** 214 - 214
- To give Bylaw No. 11228 first, second and third readings.
- 5.6 BL11229 - Annual Tax Rates Bylaw, 2016** 215 - 217
- To give Bylaw No. 11229 first, second and third readings.
- 5.7 BL11230 - Development Cost Charge Reserve Fund Expenditure Bylaw, 2016** 218 - 218
- To give Bylaw No. 11230 first, second and third readings.
- 5.8 BL11231 - Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2016** 219 - 219
- To give Bylaw No. 11231 first, second and third readings.



<b>5.9</b>	<b>Investment of City of Kelowna Funds for 2015</b>	<b>220 - 228</b>
	To provide Council with information summarizing the City of Kelowna's 2015 investment of surplus funds and performance of the portfolio.	
<b>5.10</b>	<b>2016 Sterile Insect Release (SIR) Parcel Tax</b>	<b>229 - 242</b>
	To authorize the 2016 Sterile Insect Release parcel tax levy on specified property tax rolls within the City of Kelowna.	
<b>5.11</b>	<b>BL11223 - Sterile Insect Release Program Parcel Tax Bylaw 2016</b>	<b>243 - 254</b>
	To give Bylaw No. 11223 first, second and third readings in order to improve and levy a Parcel Tax upon the owners of land or real property within the City of Kelowna being served by the Sterile Insect Release Program.	
<b>5.12</b>	<b>Additional Bylaw Officer Support for Summer 2016</b>	<b>255 - 256</b>
	To request approval and funding for supplemental Bylaw Enforcement Officers to support operations during the 2016 peak season for enforcement workload.	
<b>5.13</b>	<b>Multi Material BC - Statement of Work Contract Renewal</b>	<b>257 - 323</b>
	To renew the Statement of Work Contract with Multi Material BC to continue curbside recycling of packaging and printed paper.	
<b>5.14</b>	<b>2016 Community Social Development Grants</b>	<b>324 - 343</b>
	To provide Council with background information about the Community Social Development Grants, the grant review process and the recommendations from the Grant Advisory Committee regarding the distribution of the 2016 program funds.	
<b>5.15</b>	<b>Community Parade Float Theme</b>	<b>344 - 346</b>
	To seek Council's approval to proceed with updating the community parade float with an "Active by Nature" theme.	
<b>5.16</b>	<b>Annual Housing Report Update</b>	<b>347 - 376</b>
	To provide Council an update on ownership, rental and non-market housing information across Kelowna in 2015.	
<b>6.</b>	<b>Bylaws for Adoption (Non-Development Related)</b>	
<b>6.1</b>	<b>BL11212 - Amendment No. 7 to Water Regulation Bylaw No. 10480</b>	<b>377 - 397</b>
	To adopt Bylaw No. 11212 in order to amend the City's Water Regulation Bylaw.	

<b>6.2</b>	<b>BL11216 - Amendment No. 16 to Bylaw Notice Enforcement Bylaw No. 10475</b>	<b>398 - 399</b>
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To adopt Bylaw No. 11216 in order to amend the City's Bylaw Notice Enforcement Bylaw.

<b>6.3</b>	<b>BL11233 - Amendment No. 5 to Development Application Fees Bylaw No. 10560</b>	<b>400 - 404</b>
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To adopt Bylaw No. 11233 in order to amend the City's Development Application Fees Bylaw.

**7. Mayor and Councillor Items**

**8. Termination**



## City of Kelowna

### Regular Council Meeting

### Minutes

Date: Monday, April 18, 2016  
 Location: Council Chamber  
 City Hall, 1435 Water Street

Members Present Mayor Colin Basran, Councillors Maxine DeHart, Ryan Donn, Gail Given, Tracy Gray, Charlie Hodge, Brad Sieben, Mohini Singh and Luke Stack

Staff Present City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Community Planning Department Manager, Ryan Smith\*; Cultural Services Manager, Sandra Kochan\*; Utility Services Manager, Kevin Van Vleit\*; Senior Project Manager, Andrew Gibbs\*; Property Management Manager, Mike Olson\*; Accountant, Matt Friesen\*; Infrastructure Planning Department Manager, Joel Shaw\*; Deputy Fire Chief, Larry Hollier\*; Council Recording Secretary, Arlene McClelland

Guests Andrew Evans\*, Deloitte Advisory Group; Jeff Hancock\*, Tradecraft Consulting; Brad Clement\*, OK Rail Trail Initiative Society

(\* Denotes partial attendance)

#### 1. Call to Order

Mayor Basran called the meeting to order at 1:36 p.m.

Mayor Basran advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

#### 2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Stack

**R284/16/04/18** THAT the Minutes of the Regular Meetings of April 11, 2016 be confirmed as circulated.

Carried

### 3. Bylaws for Adoption (Development Related)

#### 3.1 BL11192 (TA15-0015) - Amendment to Section 13 - Urban Residential Zones, 13.6 RU6 - Two Dwelling Housing Zone

Moved By Councillor Hodge/Seconded By Councillor Donn

R285/16/04/18 THAT Bylaw No. 11192 be adopted.

Carried

### 4. Non-Development Reports & Related Bylaws

#### 4.1 Development Application Fee Bylaw No.10560 Amendment

Staff:

- Displayed a PowerPoint Presentation outlining background information on the Development Application fee amendment.

Andrew Evans Deloitte Advisory Group and Jeff Hancock, Tradecraft Consulting

- Displayed a PowerPoint Presentation summarizing the Municipal case study analysis and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor DeHart

R286/16/04/18 THAT Council receives, for information, the Report from the Community Planning Department Manager dated April 18, 2016 with respect to amendments to the Development Application Fees Bylaw;

AND THAT Bylaw No. 11233, being Amendment No. 5 to Development Application Fees Bylaw No. 10560 be advanced for reading considerations.

Carried

#### 4.2 BL11233 - Amendment No. 5 to Development Application Fee Bylaw No. 10560

Moved By Councillor Sieben/Seconded By Councillor Singh

R287/16/04/18 THAT Bylaw No. 11233 be read a first, second and third time.

Carried

#### 4.3 2016 Cultural Report Card

Staff:

- Displayed a PowerPoint Presentation summarizing the 2016 Cultural Report Card analysis and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Donn

R288/16/04/18 THAT Council receives for information the report dated April 18, 2016 from the Cultural Services Manager regarding the 2016 Cultural Report Card.

Carried

#### 4.4 Water Regulation Bylaw Updates

Staff:

- Displayed a PowerPoint Presentation outlining the amendments to the Water Regulation Bylaw and responded to questions from Council.



Moved By Councillor Given/Seconded By Councillor Stack

**R289/16/04/18** THAT Council receives for information, the report from the Utility Services Manager dated April 13, 2016, pertaining to Water Regulation Bylaw updates;

AND THAT Bylaw No. 11212 being amendment No. 7 to Water Regulation Bylaw 10480 be forwarded to Council for reading consideration;

AND FURTHER THAT Bylaw No. 11216 being Amendment No. 16 to Bylaw Enforcement Bylaw No. 10475 be forwarded to Council for reading consideration.

Carried  
Councillor Hodge - Opposed

#### 4.5 BL11212 - Amendment No. 7 to Water Regulation Bylaw No. 10480

Moved By Councillor Stack/Seconded By Councillor DeHart

**R290/16/04/18** THAT Bylaw No. 11212 be read a first, second and third time.

Carried  
Councillor Hodge - Opposed

#### 4.6 BL11216 - Amendment No. 16 to Bylaw Notice Enforcement Bylaw No. 10475

Staff:

- Advised an amendment to the Bylaw due to a typo.

Moved By Councillor Stack/Seconded By Councillor DeHart

**R291/16/04/18** THAT Bylaw No. 11216 be read a first, second and third time.

Carried  
Councillor Hodge - Opposed

#### 4.7 Okanagan Rail Trail - Trail Development Plan (Progress Update)

Staff:

- Displayed a PowerPoint Presentation summarizing the Rail Trail development plan and responded to questions from Council.

Moved By Councillor Gray/Seconded By Councillor Singh

**R292/16/04/18** THAT Council receive, for information, the report from the Senior Project Manager, dated April 11, 2016, with respect to the Trail Development Plan prepared for development of the initial phase of the Okanagan Rail Trail;

AND THAT Council endorses the vision, concept plan, development approach and budget proposed in the Trail Development Plan;

AND FURTHER THAT Council directs staff to work with the Interjurisdictional Development Team on the development of detailed plans for construction of the initial phase of trail along the discontinued railway corridor.

Carried

#### 4.8 Okanagan Rail Trail - Fundraising Plan

Brad Clement, OK Rail Trail Initiative Society

- Displayed a PowerPoint Presentation summarizing the financial plan and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Sieben

**R293/16/04/18** THAT Council receive, for information, the report from the Senior Project Manager, dated April 11, 2016, with respect to the Fundraising Plan prepared for the initial phase of the Okanagan Rail Trail;

AND THAT Council endorse the Okanagan Rail Trail Initiative (ORTI) society as the fundraising leaders for the project;

AND THAT Council generally support the Fundraising Plan, dated April 11, 2016, prepared by the Okanagan Rail Trail Initiative.

AND FURTHER THAT Council directs staff to work with the Okanagan Rail Trail Initiative on the fundraising for development of the initial phase of trail along the discontinued railway corridor.

Carried

#### 4.9 315 Lawrence Avenue, Assignment of Lease - Wine & Art Kelowna Inc.

Staff:

- Displayed a PowerPoint Presentation summarizing the assignment of lease from Wine and Art Kelowna Inc.

Moved By Councillor Singh/Seconded By Councillor Gray

**R294/16/04/18** THAT Council approves the Assignment of Lease from Wine & Art Kelowna Inc. to Wine & Art Kelowna (2016) Inc. for City-owned commercial premises located at 315 Lawrence Avenue for the balance of the initial term and the five (5) year renewal term, in the form attached to the report of the Property Manager, dated April 18, 2016;

AND THAT Mayor and City Clerk be authorized to execute all documents necessary to complete the transaction.

Carried

#### 4.10 2016 Tax Distribution Policy

Staff:

- Displayed a PowerPoint Presentation outlining the 2016 Tax Distribution Policy.

Moved By Councillor Stack/Seconded By Councillor Given

**R295/16/04/18** THAT Council approve a Municipal Tax Distribution Policy as outlined in the Report dated April 18, 2016, for the year 2016 that will result in a modification of the 2015 Tax Class Ratios to reflect the uneven market value changes which have been experienced between property classes, as follows:



Property Class	Description	2016 Tax Class Ratios	2015 Tax Class Ratios
01/08/03	Residential/Rec/NP/SH	1.0000:1	1.0000:1
02	Utilities	5.0458:1	5.1296:1
04	Major Industrial	3.7328:1	3.4822:1
05/06	Light Industrial/Business/Other	2.1934:1	2.1307:1
09	Farm Land	0.1275:1	0.1244:1
91	Farm Improvements	0.4801:1	0.4882:1

AND THAT Council approve development of 2016 tax rates to reflect the 2016 assessment changes in property market values.

Carried

#### 4.11 2030 Infrastructure Plan

Staff:

- Displayed a PowerPoint Presentation summarizing the 2016 Infrastructure Plan and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Donn

**R296/16/04/18** THAT Council endorses the 2030 Infrastructure Plan as attached to the Report of the Infrastructure Planning Department Manager dated April 18, 2016;

AND THAT Council receives, for information, the impacts to the 2030 Infrastructure Plan should construction of the Glenmore Fire Hall (Station 5) be advanced by 5 years from its proposed construction timing of 2022-24 to 2017-19 in the 2030 Infrastructure Plan.

Carried

Councillors Gray, Hodge, Sieben and Singh - Opposed

#### 5. Bylaws for Adoption (Non-Development Related)

##### 5.1 BL11209 - Amendment No. 5 to Utility Billing Customer Care Bylaw No. 8754

Moved By Councillor Gray/Seconded By Councillor Hodge

**R297/16/04/18** THAT Bylaw No. 11209 be adopted.

Carried

##### 5.2 BL11213 - Amendment No. 1 to Five Year Financial Plan 2015-2019 Bylaw No. 11088

Moved By Councillor Given/Seconded By Councillor Donn

**R298/16/04/18** THAT Bylaw No. 11213 be adopted.

Carried

##### 5.3 1525 Dickson Road (Portion of), BL11224 - Road Closure Bylaw

Mayor Basran invited anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

No one came forward.

Moved By Councillor Gray/Seconded By Councillor Donn

R299/16/04/18 THAT Bylaw No. 11224 be adopted.

Carried

**5.4 BL11226 - Amendment No. 1 to Sale of City Owned Land Reserve Fund Expenditure Bylaw, 2015, No. 11086**

Moved By Councillor Sieben/Seconded By Councillor Singh

R300/16/04/18 THAT Bylaw No. 11226 be adopted.

Carried

**6. Mayor and Councillor Items**

Councillor DeHart:

- Made comment on her attendance, along with other members of Council, at the Civic Awards Mayor's Reception held Sunday, April 17<sup>th</sup>.

Councillor Seiben:

- Reminder that Youth Soccer began this past weekend; be aware of players out on Saturdays.

Councillor Hodge:

- Made comment on the SILGA Conference starting Tuesday, April 19<sup>th</sup> through to Friday, April 22<sup>nd</sup> that is being hosted by the City of Kelowna.

Councillor Gray:

- Made comment on her attendance at the BC Interior Jazz Festival that was hosted by Kelowna this past weekend.

Councillor Donn:

- Made comment on the SILGA Member's Welcome Reception to be held on Wednesday and thanked City staff organizers in particular, Corinne Boback.

Councillor Given:

- Thanked City staff who helped organize SILGA and commented that the event is a great showcase for the City.

Mayor Basran

- Made comment on his recent trip to Kelowna's Sister City Kasugai, Japan.
- Thanked the Kuwahara Family for their great support of the Kelowna-Kasugai relationship in general and the Lady of the Lake Society in particular.
- Advised that Kelowna will be hosting a Kasugai Delegation this August.

**7. Termination**

This meeting was declared terminated at 5:01 p.m.

\_\_\_\_\_  
Mayor Basran

/acm

\_\_\_\_\_  
City Clerk



# REPORT TO COUNCIL



**Date:** April 25, 2016

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (TB)

**Application:** Z16-0005

**Owner:** Frank Arthur Renou  
Joan Estelle Miller-Chapman

**Address:** 268 Lake Avenue

**Applicant:** Scott Renou

**Subject:** Rezoning Application

**Existing OCP Designation:** S2RES - Single/Two Unit Residential

**Existing Zone:** RU1 - Large Lot Housing

**Proposed Zone:** RU1c - Large Lot Housing with Carriage House

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## 1.0 Recommendation

THAT Rezoning Application No. Z16-0005 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, District Lot 14, ODYD, Plan 42536 located at 268 Lake Avenue, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated March 1, 2016;

## 2.0 Purpose

To rezone the subject property to facilitate the development of a carriage house.

## 3.0 Community Planning

Community Planning Staff supports the proposed rezoning application to allow the development of a carriage house on the subject property. The S2RES - Single / Two Unit Residential land use designation supports the proposed RU1c - Large Lot Housing with Carriage House zone. The proposed carriage house use is consistent with the Official Community Plan (OCP) policies for Compact Urban Form and Sensitive Infill.

Council Policy No. 367 with respect to public consultation was undertaken by the applicant. All adjacent neighbours within a 50m radius were provided with a circulation package that was delivered in person on April 5<sup>th</sup>, 2016.

#### 4.0 Proposal

##### 4.1 Background

The original 2 storey dwelling with walk out basement was constructed in 1995 in a heritage style. The adjacent property to the west completed a carriage house development in October 2014. The property is within the Abbot Marshall Conservation Area, and should Council choose to support the rezoning request, Staff will come forward with a Development Variance Permit application and Heritage Alteration Permit application for approval.

##### 4.2 Project Description

The proposed 1 ½ storey carriage house meets all of the zoning requirements except for 1 variance. Parking requirements are met with 3 garage stalls on the main floor of the carriage house. Private outdoor space is provided with direct access from the main entrance of the carriage house on the interior of the lot, and privacy is maintained between the two dwellings through the use of fencing. The side yard setbacks exceed the minimum reducing impact on adjacent neighbours and fencing is to be retained to protect private outdoor space. The rear yard setback exceeds the minimum for improved sight lines when entering and exiting the three garage stalls.

One variance is required to vary the upper floor area of the carriage house from 75% of the carriage house footprint (required) to 80.5% (proposed).

The subject property is located within the Urban Core area on the north side of Lake Avenue, east of Pandosy Street. The close proximity to downtown, beaches, and nearby transit on Pandosy Street makes this an ideal location for increased density as per the OCP urban policies for Compact Urban Form and Sensitive Infill. The lot is fully serviced and the proposed use is supported by the OCP Future Land Use.

The Walkability score of this subject property is 87/100 meaning it is very walkable and most errands can be completed on foot. The Transit score is 48/100 which means there are a few nearby transit options.

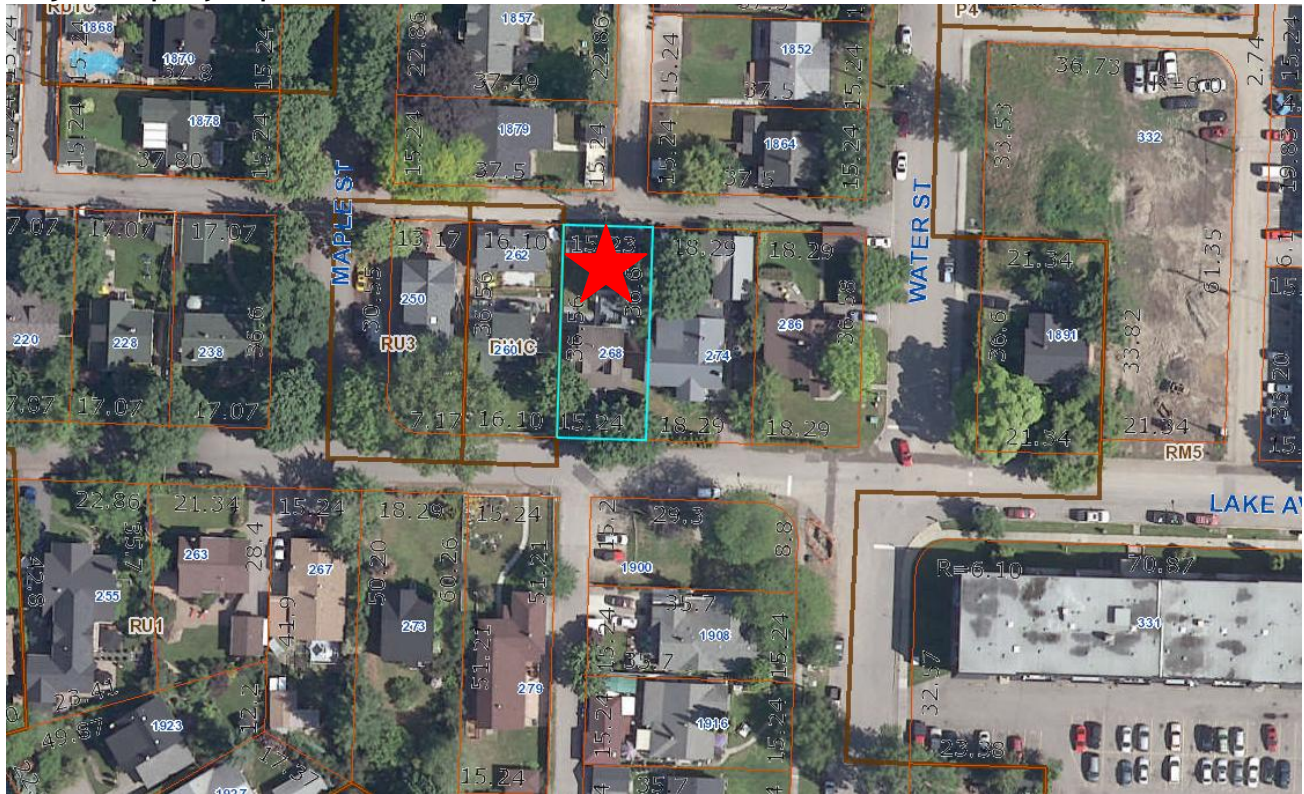
##### 4.3 Site Context

The surrounding neighborhood is predominantly RU1, however an increase in density to RU1c lots has occurred in the area with 5 RU1c lots in close proximity including the lot immediately adjacent.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	Residential
East	RU1 - Large Lot Housing	Residential
South	RU1 - Large Lot Housing	Residential
West	RU1 - Large Lot Housing with Carriage House	Residential

Subject Property Map:



## 4.4 Zoning Analysis Table

CRITERIA	RU1c ZONE REQUIREMENT	PROPOSAL
<b>Subdivision or Existing Lot Regulations</b>		
Minimum Lot Width	15.0 m	15.24 m
Minimum Lot Depth	30.0 m	36.55 m
Minimum Lot Area	550 m <sup>2</sup>	556.66 m <sup>2</sup>
<b>Development Regulations</b>		
Maximum Total Site Coverage (buildings)	40%	39.98%
Maximum Total Site Coverage (buildings, driveways & parking)	50%	41.89%
<b>Carriage House Development Regulations</b>		
Maximum Accessory Site Coverage	14%	14%
Maximum Accessory Building Footprint	90 m <sup>2</sup>	77.92 m <sup>2</sup>
Maximum Net Floor Area	90 m <sup>2</sup>	62.70 m <sup>2</sup>
Maximum Net Floor Area to Principal Building	75%	65.44 %
Maximum Upper Storey Floor Area to Building Footprint	75%	80.47% <span style="color: red;">●</span>
Maximum Height (to mid-point)	4.8 m	4.77 m

Maximum Height (to peak)	Peak of principal dwelling (8.07m)	6.34 m
Minimum Side Yard (West)	2.0 m	2.31 m
Minimum Side Yard (East)	2.0 m	2.56 m
Minimum Rear Yard	0.9 m	1.50 m
Minimum Distance to Principal Building	3.0 m	5.8 m
<b>Other Regulations</b>		
Minimum Parking Requirements	3 stalls	3 stalls
Minimum Private Open Space	30 m <sup>2</sup> per dwelling	40.48 m <sup>2</sup> per dwelling
● Indicates a variance maximum upper storey floor area to building permit from 75% (required) to 80.5% (proposed).		

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

**Compact Urban Form.**<sup>1</sup> Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

**Sensitive Infill.**<sup>2</sup> Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

## 6.0 Technical Comments

### 6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- Provide the City of Kelowna Bulletin #88-02 (Secondary Suites Requirements in a single family dwelling) for minimum requirements. The drawings submitted for Building Permit application is to indicate the method of fire separation between the suite and the garage
- Range hood above the stove and the washroom to vent separately to the exterior of the building. The size of the penetration for this duct thru a fire separation is restricted by BCBC 12, so provide size of ducts and fire separation details at time of Building Permit Applications.

<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

- A fire rated exit stairwell is required from the suite to the exterior c/w fire rated doors that open into the stairwell and a fire rating on the bottom of the stairs. Please provide these details on the building permit drawing sets.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

#### 6.2 Development Engineering Department

- Please see attached Schedule "A" dated March 1, 2016

#### 6.3 Fire Department

- Requirements of section 9.10.19 Smoke Alarms and Carbon Monoxide alarms of the BCBC 2012 are to be met.
- If a fence is ever constructed between the dwellings a gate with a clear width of 1100mm is required.
- All units shall have a posted address on Lake Ave. for emergency response
- Do not release BP until all life safety concerns are completed.

#### 6.4 FortisBC Electric

There are primary distribution facilities along Lake Avenue and within the lane adjacent the subject's north property line. There appears to be existing infrastructure on the property that should be protected by appropriate land rights in order to ensure proper delivery and maintenance of the service. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

#### 6.5 FortisBC Gas

Please be advised FortisBC Gas has reviewed the above mentioned referral and the gas service line will be impacted, therefore, it will need to be altered and/or abandoned and renewed to support this proposal.

### 7.0 Application Chronology

Date of Application Received: January 7, 2016  
Date Public Consultation Completed: April 5, 2016

**Report prepared by:**

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Trisa Brandt, Planner I

**Reviewed by:**



Terry Barton, Urban Planning Manager

**Approved for Inclusion:**



Ryan Smith, Community Planning Department Manager

**Attachments:**

Schedule "A" dated March 1, 2016

Site Plan and Landscape Plan

Floor Plans

Conceptual Elevations

Context/Site Photos



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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** March 1, 2015  
**File No.:** Z16-0005

**To:** Community Planning (TB)

**From:** Development Engineering Manager(SM)

**Subject:** 268 Lake Ave

RU1c

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Development Engineering has the following comments and requirements associated with this application to rezone from RU1 to RU1c.

1. Domestic Water and Fire Protection

Our records indicate this property is currently serviced with a 19mm-diameter water service. The service is adequate for the proposed application.

2. Sanitary Sewer

Our records indicate that this property is currently serviced with a 100mm-diameter sanitary sewer service. An inspection chamber (IC) complete with brooks box should be installed on the service at the owner's cost. Service upgrades can be provided by the City at the applicant's cost. **The applicant will be required to sign a Third Party Work Order for the cost of the service upgrade.** For estimate inquiry's please contact Sergio Sartori, by email [ssartori@kelowna.ca](mailto:ssartori@kelowna.ca) or phone, 250-469-8589.

3. Roads

Provide an additional highway allowance widening of 2.76m for the widening of Lake Ave. This widening is to be accomplished by:

- i) A Road Reservation Agreement with the City of Kelowna.

4. Development Permit and Site Related Issues

Direct the roof drains into on-site splash pads.

5. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

  
\_\_\_\_\_  
Steve Muenz, P. Eng.  
Development Engineering Manager

SS

<b>SCHEDULE</b> <u>A</u>
This forms part of development
Permit # <u>Z16-0005</u>







FELIX WESTERKAMP, dplng(PH)  
1690 WATER STREET  
KELOWNA, B.C. V1Y 4T8  
(250) 879-1606  
f.westerkamp@fwp.ca  
www.felixwesterkamp.com

CONSULTANTS

ISSUED FOR DP

PROPOSED NEW  
CARRIAGE HOUSE  
&  
REZONING FROM  
RU1 TO RU1c

268 Lake Ave. Kelowna BC  
LOT A, DL14, ODDYD  
PLAN 42536

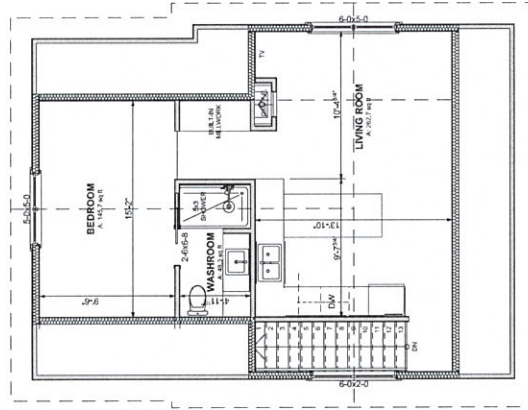
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DATE	14/2016
MODEL FILE	
DRAWN BY	
CHK'D BY	
COPYRIGHT	

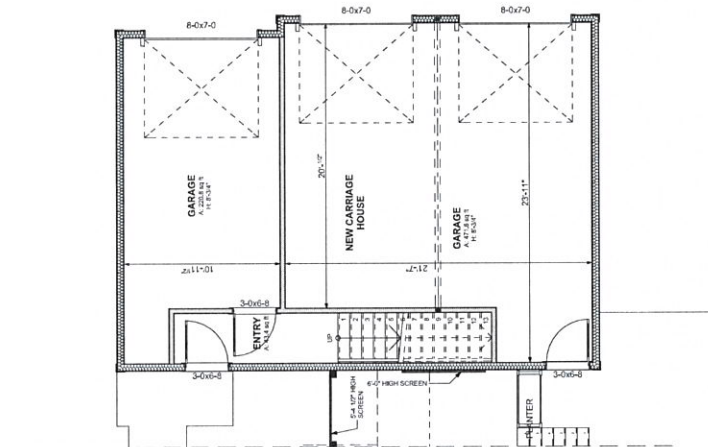
SHEET TITLE	CARRIAGE HOUSE FLOOR PLANS
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DP-002

SHEET 29



DP-Carriage House Upper Floor  
SCALE: 1/4" = 1'-0"



DP-Carriage House Main Floor  
SCALE: 1/4" = 1'-0"

**FELIX WESTERKAMP, dipl-Ing(FH)**  
1690 WATER STREET  
KELOWNA, B.C. V1Y-8T8  
(250) 878-7846  
e-mail: [barthaus1@shaw.ca](mailto:barthaus1@shaw.ca)  
web: [www.barthausdesigns.com](http://www.barthausdesigns.com)

CONSULTANTS

ISSUED FOR DP

PROPOSED NEW  
CARRIAGE HOUSE  
&  
REZONING FROM  
RU1 TO RU1c

268 Lake Ave. Kelowna BC  
LOT A, DL 14, ODYD  
PLAN 42536

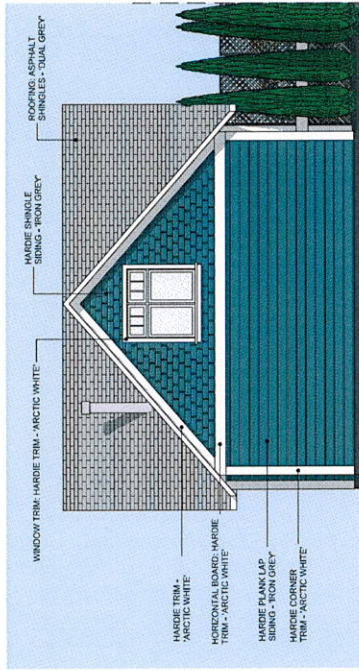
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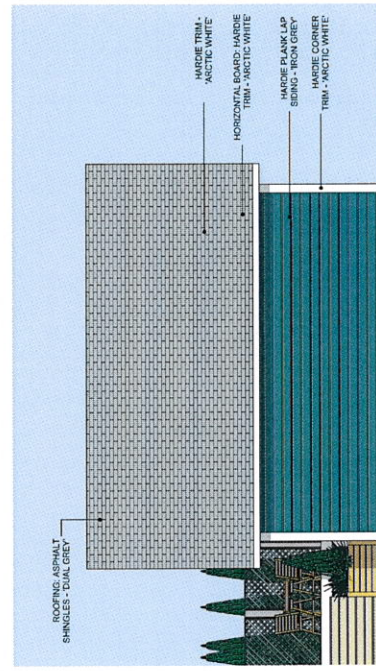
SHEET TITLE

CARRIAGE HOUSE  
ELEVATIONS

DP-003



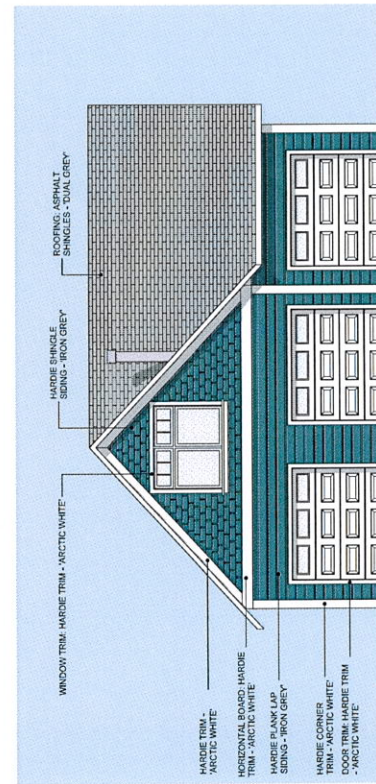
DP-Carriage House West Elevation  
SCALE: 1/4" = 1'-0"



DP-Carriage House East Elevation  
SCALE: 1/4" = 1'-0"



DP-Carriage House South Elevation  
SCALE: 1/4" = 1'-0"



DP-Carriage House North Elevation  
SCALE: 1/4" = 1'-0"







**CITY OF KELOWNA**  
**BYLAW NO. 11240**  
**Z16-0005 - Frank Renou & Joan Miller-Chapman**  
**268 Lake Avenue**

---

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, District Lot 14, ODYD, Plan 42536 located on Lake Avenue, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

---

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# REPORT TO COUNCIL



**Date:** 4/18/2016  
**RIM No.** 0940-40  
**To:** City Manager  
**From:** Community Planning Department (AC)  
**Application:** DP15-0294 **Owner:** MKS Resources Inc., Inc. No. BC0309808  
**Address:** 3090 Burtch Rd **Applicant:** Steve Shoranick  
**Subject:** Development Permit Application  
**Existing OCP Designation:** MRM - Multiple Unit Residential (Medium Density)  
**Existing Zone:** RM4 - Transitional Low Density Housing

---

## 1.0 Recommendation

THAT Council authorize the issuance of Development Permit DP15-0294 for Lot B, District Lot 131, ODYD, Plan KAP80073, located on 3090 Burtch Rd, Kelowna, BC, subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land to be in general accordance with Schedule "C";
4. That the applicant be required to post with the City, a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permit to be issued;

AND FURTHER THAT this Development Permit be valid for two (2) years from the date of Council approval, with no opportunity to extend.

## 2.0 Purpose

To review the form and character Development Permit for a new 3 storey 48 unit residential development with underground parking.

### 3.0 Community Planning

Staff supports the proposed Development Permit and Development Variance Permit as the proposed development is consistent with the Official Community Plan (OCP) urban design guidelines and the existing RM4 zoning. The Official Community Plan (OCP) identifies the area as MRM (Medium Density Multiple Residential).

The 3 storey massing fits sensitively within the neighbourhood as the proposed development is similar in size and scale to the surrounding buildings. The 'L' shape building design presents a minimized elevation to the 3 storey westerly neighbour. The northern elevation is set back far enough away from the neighbouring two storey residential block as to maintain visual privacy and to prevent any over-shading on the existing development.

The design includes a flat roof with variegated parapet heights and balcony roofs to modulate the massing, break up long continuous surfaces and provide visual complexity without rendering the elevation too cluttered. The flat roof design is different from the neighbouring buildings which incorporate sloping roofs, however, a diversity of design can provide visual interest from the streetscape.

Vehicular access for this property is from an internal private laneway only which avoids direct access from KLO Road or Burtch Road. The existing private laneway does have access to both KLO Road and Burtch Road. However, the L-shaped design of the building does not create the desired streetscape rhythm along KLO Road (as described in the Development Permit Design Guidelines) because of the minor surface parking lot facing KLO Road. However, the neighbouring multifamily building added parking between their entire building width and KLO Road. The proposed development only has a portion of the property with surface parking facing KLO Road and the design meets the guidelines along the entire Burtch Road frontage / streetscape. Further, the applicant mitigated this design concern by adding a double row of trees on the landscaping plan (well over the minimum landscape requirement) and by berming /sloping finished grade to hide the parkade wall from the street view.

Council Policy No. 367 respecting public consultation does not apply to Development Permits.

### 4.0 Proposal

#### 4.1 Project Description

The building is a 48 unit, 3 storey residential development with an underground parking facilities. The project includes 15 one bedroom and 33 two bedroom apartment units. The development incorporates resident amenities such as indoor common activity room, outdoor roof deck/patio and private balconies for most apartments. Vehicular access into the project is limited to the private laneway.

#### 4.2 Site Context

The subject parcel is located within the Lower Mission area and is designated as Multiple Unit Residential - Medium Density (MRM) in the OCP and zone RM4 - Transitional Low Density Housing. The lot is within the Permanent Growth Boundary and the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM4 - Transitional Low Density Multiple Housing A1- Agriculture	Residential Agriculture
East	RU3 - Small Lot Housing	Residential

South	RU1 - Large Lot Housing P2 - Education and Minor Institutional A1- Agriculture	Residential Institutional Agriculture
West	RM4 - Transitional Low Density Multiple Housing	Residential

**Subject Property Map: 3090 Burtch Rd**



#### 4.3 Zoning Analysis

Zoning Analysis Table		
CRITERIA	PROPOSAL	REQUIREMENTS
		RM4
Development Regulations		
Height	12.45m / 3 stories	13 m / 3 stories
Front Yard (south)	6.0 m	6.0 m
Side Yard (west)	4.8 m	4.5 m
Side Yard (east)	4.5 m	4.5 m
Rear Yard (north)	9.0 m	9.0 m
Site Coverage	48.3 %	50 %
Site coverage of buildings, parking, & driveways	60 %	60 %

Zoning Analysis Table		
CRITERIA	PROPOSAL	REQUIREMENTS
		RM4
FAR	0.84	0.85
Other Regulations		
Minimum Total Parking	78 stalls	69 stalls
Minimum Visitor Parking	10 stalls	7 stalls
Minimum Bicycle Parking	Class 1: 29 Class 2: 5	Class 1: 25 Class 2: 5
Private Open Space	1050 m <sup>2</sup>	1050 m <sup>2</sup>

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

**Compact Urban Form.**<sup>1</sup> Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

**Sensitive Infill.**<sup>2</sup> Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height, and siting.

**Housing.**<sup>3</sup> Kelowna 2030 includes policy direction that promotes higher density housing development in general, especially as infill or redevelopment in core areas. Approximately 57% of all new housing would be in the form of apartments and townhouses in support of compact urban form and complete communities objectives, as well as reduced servicing costs. Kelowna 2030 also includes policy direction in support of affordable and safe rental housing, non-market and/or special needs housing.

**Ground-Oriented Housing.**<sup>4</sup> Encourage all multiple-unit residential buildings in neighbourhoods with schools and parks to contain ground-oriented units with 2 or more bedrooms so as to provide a family housing choice within the multi-unit rental or ownership markets. High density residential projects in the Downtown area are encouraged to include a ground-oriented housing component, especially where such can be provided on non-arterial and non-collector streets.

## 6.0 Technical Comments

### 6.1 Building & Permitting Department

- a) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s).

<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

<sup>3</sup> City of Kelowna Official Community Plan, Housing, Chapter 2.1 (Regional Context).

<sup>4</sup> City of Kelowna Official Community Plan, Policy 5.23.1 (Development Process Chapter).



- b) Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
- c) A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
  - Any security system that limits access to exiting needs to be addressed in the code analysis by the architect. An application for an alternative solution will be required if the security system is not prescriptive to code.
  - Maximum compartment areas (BCBC 3.3.5.2), corridor widths and minimum door widths must be defined in the code analysis as part of the building classification.
  - Fire Department must be able to access the front doors at a distance between 3.0 meters and 15.0 meters. Please identify the distance on the drawings.
  - Access to the roof is required per NFPA and guard rails may be required and should be reflected in the plans if required.
  - A vestibule is required on the south exit stairs into the parkade or a door is required to the exterior.
- d) A Geotechnical report is required to address the location of high water table, sub soil conditions and site drainage at time of building permit application.
- e) Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
- f) An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units, multiple parking areas, number of required exits per area, accessibility etc.
- g) Size and location of all signage to be clearly defined as part of the development permit. This should include the signage required for the building addressing to be defined on the drawings per the bylaws on the permit application drawings.
- h) Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation are being applied to this structure.

## 6.2 Development Engineering

- See attached Memo dated January 13<sup>th</sup> 2016

## 6.3 Fire Department

- a) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template available online at Kelowna.ca .
- b) Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivision Bylaw #7900. Should a hydrant be required on this property it shall be deemed private and shall be operational prior to the start of construction.

- c) A visible address must be posted as per City of Kelowna By-Laws at main entrance which appears to be from K.L.O Rd
- d) Sprinkler drawings are to be submitted to the Fire Dept. for review when available
- e) A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD
- f) Fire Department access is to be met as per BCBC 3.2.5. -
- g) Approved Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance.
- h) All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
- i) Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
- j) Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- k) Ensure FD connection is clearly marked and visible from the street
- l) Dumpster/refuse container must be 3 meters from structures and overhangs. This drawing shows the dumpsters against the building
- m) Do not issue BP unless all life safety issues are confirmed overhangs.

## 7.0 Application Chronology

Date of Application Received: November 11<sup>th</sup> 2015  
 Date of Public Consultation<sup>1</sup>: n/a

<sup>1</sup>There are no public consultation / notification requirements for a Development Permit.

### Report prepared by:

---

Adam Cseke, Planner

Reviewed by: ☐ Terry Barton, Urban Planning Manager

Approved by: ☐ Ryan Smith, Community Planning Manager

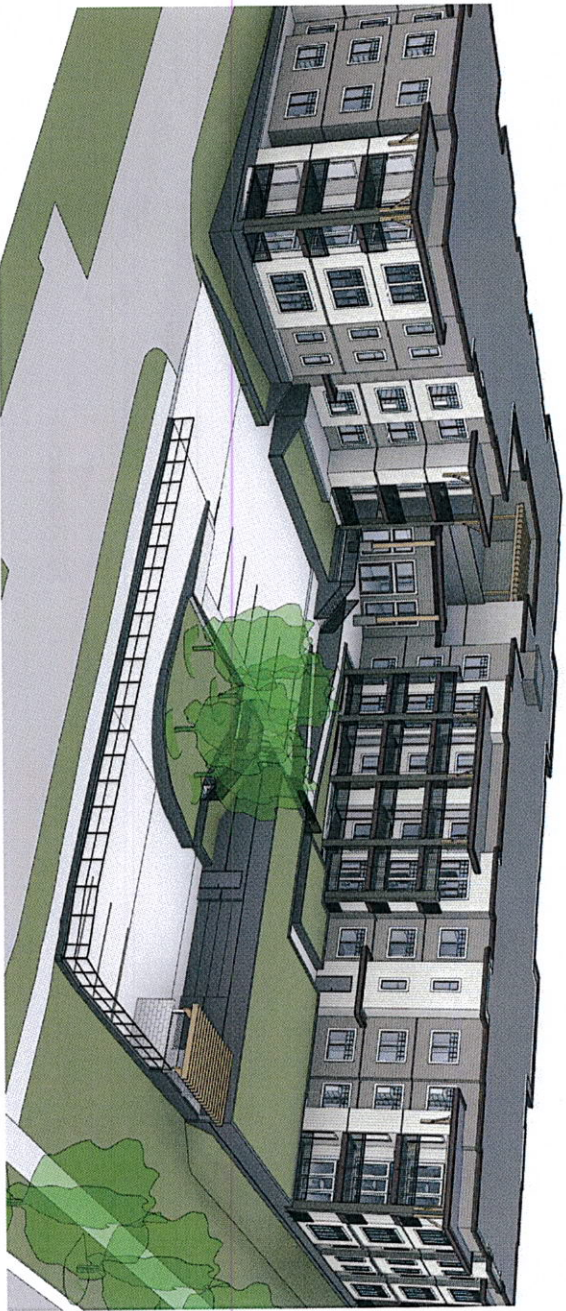
### Attachments:

Development Engineering Comments dated January 13<sup>th</sup> 2016

Applicant's rationale

Draft Development Permit

- Schedule 'A'
  - Site Plan
  - Floor Plan
- Schedule 'B'
  - Elevations
  - Colour Board
- Schedule 'C'
  - Landscaping



1. PROJECT NAME	OSPREY LANDING 48 UNIT CONDO
2. PROJECT ADDRESS	3090 BURTON ROAD, KELOWNA, BRITISH COLUMBIA
3. PROJECT TYPE	RESIDENTIAL
4. PROJECT STATUS	IN PROGRESS
5. PROJECT DATE	2015-02-24
6. PROJECT DRAWN BY	DP 15-0294
7. PROJECT CHECKED BY	
8. PROJECT APPROVED BY	
9. PROJECT SCALE	1:100
10. PROJECT SHEET NO.	A0.1

# OSPREY LANDING 48 UNIT CONDO

3090 BURTON ROAD, KELOWNA, BRITISH COLUMBIA

## PROJECT TEAM

**ARCHITECT**  
 LARRY ROCHER ARCHITECT  
 1000 10TH AVENUE  
 NORTH SAATCHI BC, V1L 0C2  
 CONTACT: WYNE VERRILL  
 EMAIL: WYNE@ROCHER.COM

**LANDSCAPE ARCHITECT**  
 DONALD DOUGLAS  
 540 LEON AVENUE  
 KELOWNA, BC V1L 0A4  
 P: 250-860-8000 EXT 3444 EMAIL: DONALD@DOUGLAS.COM  
 CONTACT: BRION DOUGLAS

## PROJECT DATA

**CIVIC ADDRESS:** 3090 BURTON ROAD, KELOWNA, BRITISH COLUMBIA  
**LEGAL ADDRESS:** R.M.  
**ZONING:** R.M.  
**BUILDING USE:** GROUP C - RESIDENTIAL

**SCHEDULE A**  
 This forms part of development  
 Permit # DP 15-0294

PROJECT NAME	OSPREY LANDING 48 UNIT CONDO
PROJECT ADDRESS	3090 BURTON ROAD, KELOWNA, BRITISH COLUMBIA
PROJECT TYPE	RESIDENTIAL
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PROJECT CHECKED BY	
PROJECT APPROVED BY	
PROJECT SCALE	1:100
PROJECT SHEET NO.	A0.1





SOUTH STREETSCAPE



SOUTHEAST STREETSCAPE

1	ARCHITECT	OSPREY LANDING DEVELOPMENT
2	ARCHITECT	OSPREY LANDING DEVELOPMENT
3	ARCHITECT	OSPREY LANDING DEVELOPMENT
4	ARCHITECT	OSPREY LANDING DEVELOPMENT
5	ARCHITECT	OSPREY LANDING DEVELOPMENT
6	ARCHITECT	OSPREY LANDING DEVELOPMENT
7	ARCHITECT	OSPREY LANDING DEVELOPMENT
8	ARCHITECT	OSPREY LANDING DEVELOPMENT
9	ARCHITECT	OSPREY LANDING DEVELOPMENT
10	ARCHITECT	OSPREY LANDING DEVELOPMENT

**SCHEDULE** A/B

This forms part of development  
Permit # DP15-0294

**Project Name / architect**  
OSPREY LANDING  
48 UNIT CONDO

**Project Location**  
3095 BURTON ROAD, WILLOWDALE,  
BRITISH COLUMBIA

**Project Title**  
STREETSCAPE  
PERSPECTIVES

**Scale**  
1/8" = 1'-0"

**Client**  
KRAHN

**Project No.**  
A01.2

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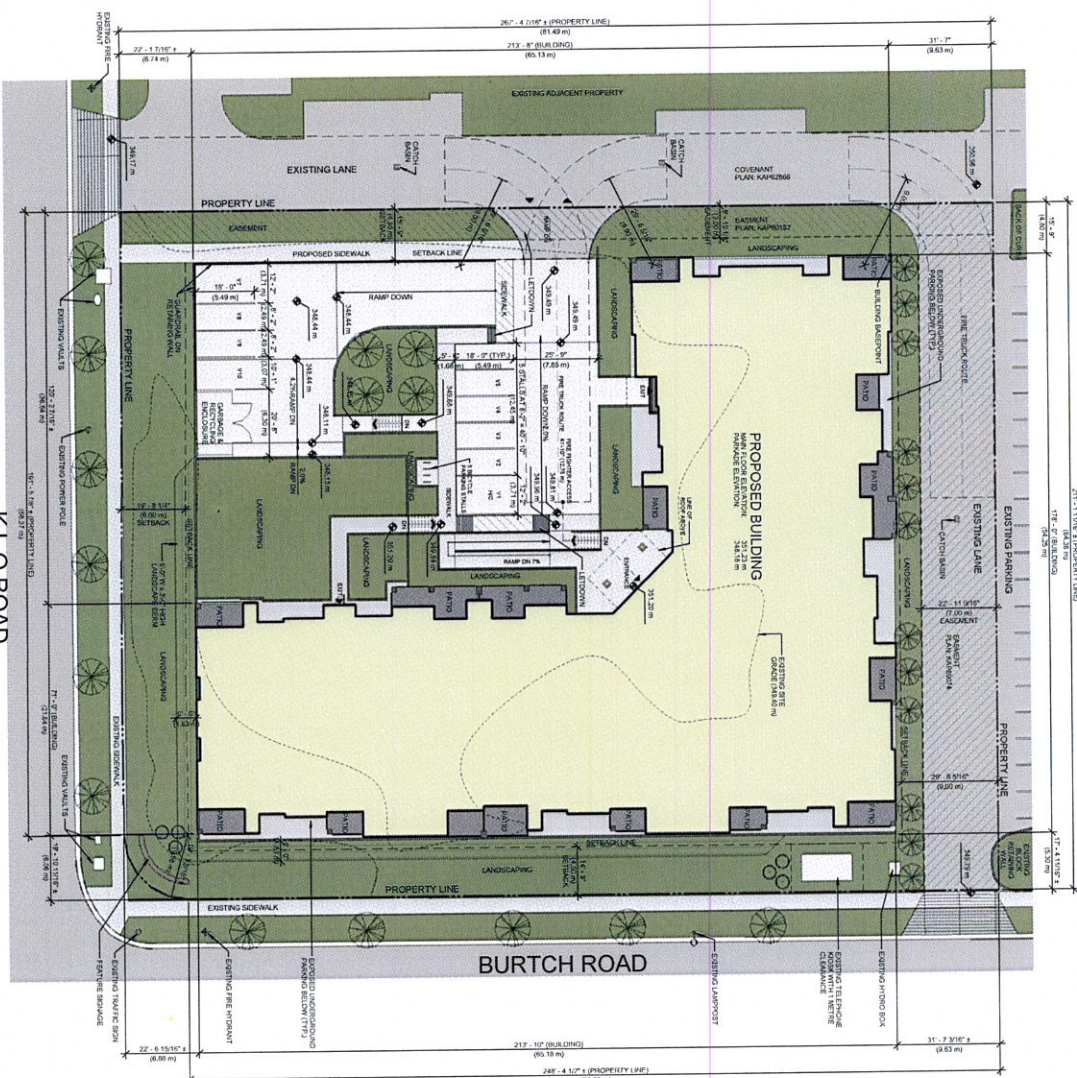




### ZONING BYLAW ANALYSIS

1. ZONING	RESIDENTIAL
2. SITE AREA (ACRES)	0.21
3. SITE COVERAGE (%)	100
4. LOT COVERAGE (%)	100
5. FLOOR AREA RATIO (FAR)	0.21
6. MAXIMUM BUILDING HEIGHT (FEET)	12
7. MAXIMUM LOT AREA (SQ. FEET)	9,148
8. MAXIMUM LOT AREA (SQ. METERS)	2,620
9. MAXIMUM LOT AREA (ACRES)	0.21
10. MAXIMUM LOT AREA (HECTARES)	0.085
11. MAXIMUM LOT AREA (MORGANS)	0.0029
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1. ZONING	RESIDENTIAL
2. SITE AREA (ACRES)	0.21
3. SITE COVERAGE (%)	100
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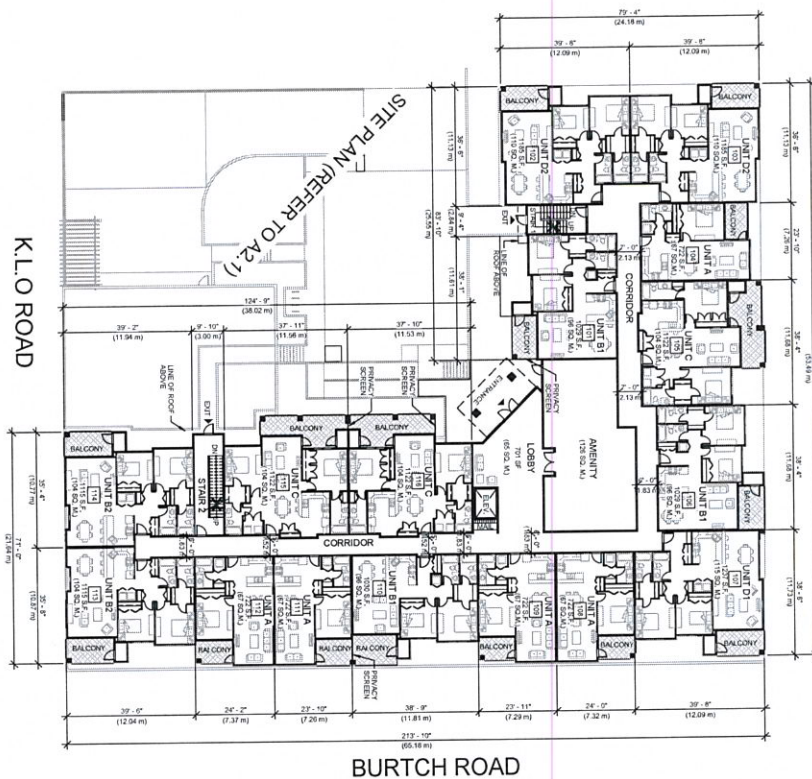
1 SITE PLAN

CITY OF KELLOWA CERTIFIED GUIDELINES TO BE FOLLOWED ON-SITE

A2.1

**SCHEDULE A**  
This forms part of development Permit # DP15-0294





DP15-0294

CITY OF KELOWNA 'CPTED' GUIDELINES  
TO BE FOLLOWED ON-SITE

1	UNDERGROUND PARKING
	SCA E1 200

## 2 MAIN FLOOR

**AREAS**  
GROSS FLOOR AREA: 20466.00 S.F. (1967.35 G.M.)  
NET FLOOR AREA: 15999.00 S.F. (1486.35 G.M.)

K.L.O ROAD

2 MAIN FLOOR  
SCALE 1/200

**AREAS**  
GROSS FLOOR AREA: 20466.00 S.F. (1967.35 G.M.)  
NET FLOOR AREA: 15999.00 S.F. (1486.35 G.M.)

BURTCH ROAD

BURTCH ROAD

**larry podhora / architect**  
1022 BRIDGEWAY PARK, NORTH DAVENPORT, ILL. 60064

---

**PROJECT NAME**  
**OSPREY LANDING**  
**48 UNIT CONDO**

### UNDERGROUND PARKING & MAIN FLOOR PLAN

A3.

A

DP15-0294

## SCALE: 1:20



## SCALE 1:20



Source: *Journal of the American Statistical Association*, 92(439), 1033-1046.

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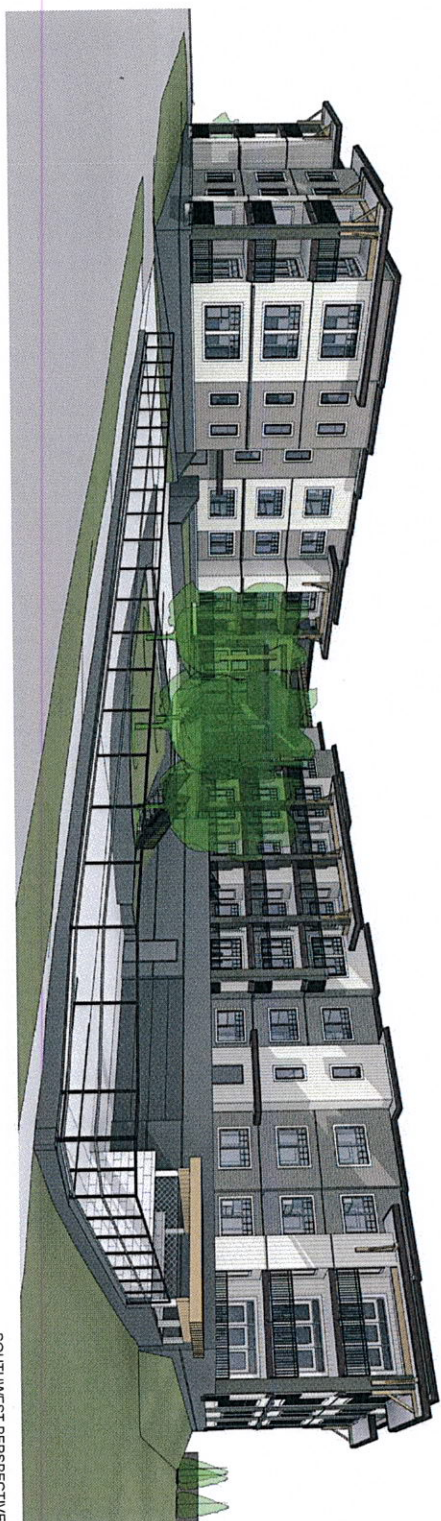
DP15-0294



**MATERIAL LEGEND**

- ① MASONRY, BRICK
- ② MASONRY, CONCRETE
- ③ CEMENT, PLASTER
- ④ GLASS, TRANSPARENT PANEL
- ⑤ GLASS, COLORED GLASS
- ⑥ MASONRY, BRICK, STONE
- ⑦ MASONRY, BRICK, STONE PANEL
- ⑧ MASONRY, BRICK, STONE
- ⑨ DECORATION, TRIM
- ⑩ MASONRY, BRICK, STONE
- ⑪ MASONRY, BRICK, STONE
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SOUTHWEST PERSPECTIVE



NORTHWEST PERSPECTIVE

**SCHEDULE B**  
 This forms part of development  
 Permit # DP15-0294

**Krahn**  
 GROUP OF COMPANIES  
 10000 14th Avenue, Suite 100  
 Richmond, BC V6V 1K1  
 Tel: 604-271-1111  
 Fax: 604-271-1112  
 Email: info@krahn.ca  
 Website: www.krahn.ca

1. APPROVED BY: _____
2. APPROVED BY: _____
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**larry potter / architect**  
 10000 14th Avenue, Suite 100  
 Richmond, BC V6V 1K1  
 Tel: 604-271-1111  
 Fax: 604-271-1112  
 Email: info@larrypotter.ca  
 Website: www.larrypotter.ca

**OSPREY LANDING**  
 48 UNIT CONDO  
 3500 BRIDCH ROAD, KICLOMIA,  
 BRITISH COLUMBIA

**PERSPECTIVES**

**A9.1**





NORTHEAST PERSPECTIVE



## SOUTHEAST PERSPECTIVE

## SCHEDULE

3

This forms part of development  
Permit # DP15-0294



RESULTS AND DISCUSSION	
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89	90
91	92
93	94
95	96
97	98
99	100

larry podhora / architect

OSPREY LANDING  
48 UNIT CONDO

3090 BURTON ROAD, KELOWNA  
BRITISH COLUMBIA

## PERSPECTIVES

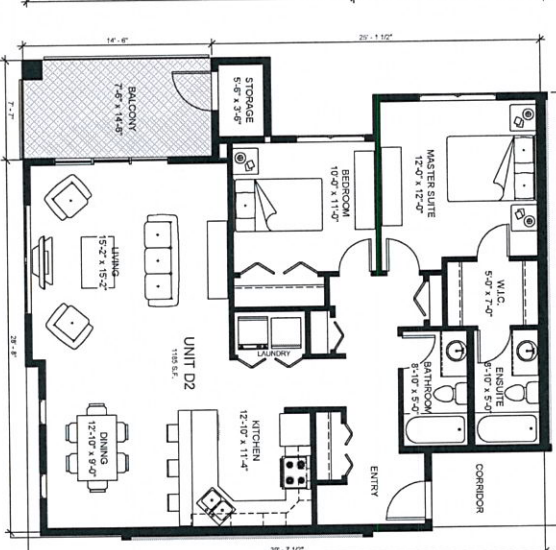
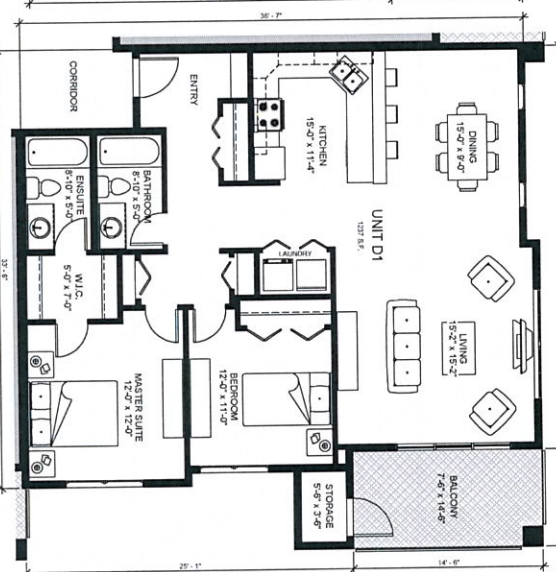
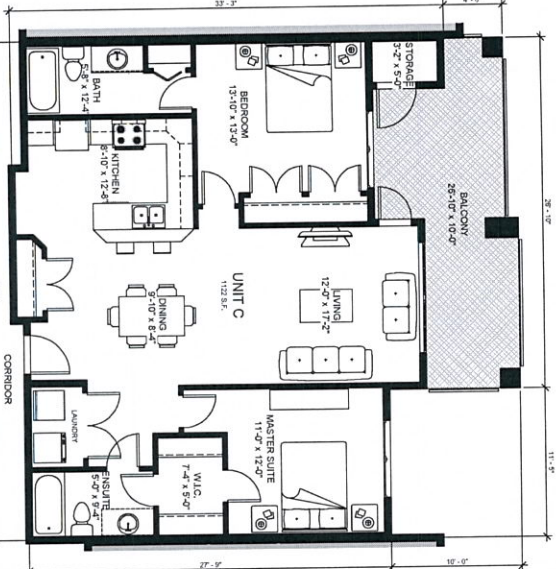
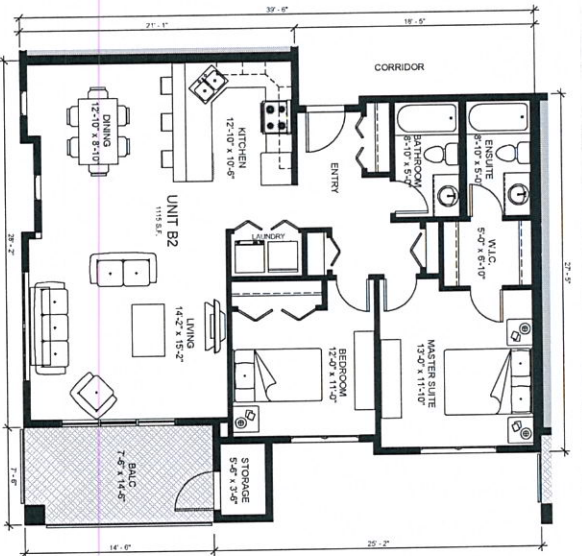
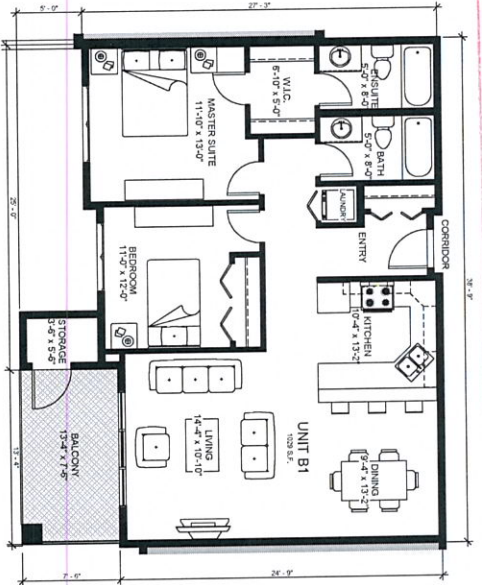
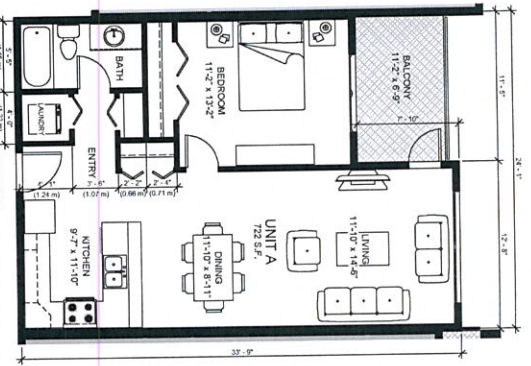
SCALE	
Q923N	NC
CHECKED	WV
PROJECT NO.	A1431
DWGNO. NO.	

## A9.2



# SCHEDULE A

This forms part of development  
Permit # DP15-0294



**Krahn**  
GROUP OF COMPANIES

4800 WEST 10TH AVENUE, SUITE 100, DENVER, CO 80202  
TEL: 303.733.1111 FAX: 303.733.1112  
WWW.KRAHNGROUP.COM

**OSPREY LANDING**  
48 UNIT CONDO

3090 BURTON ROAD, KEELE, ONTARIO  
L3J 3K1

DESIGNED BY: **BARRY POHORI / architect**  
DRAWN BY: **BARRY POHORI / architect**  
CHECKED BY: **BARRY POHORI / architect**  
DATE: **11/11/2015**

PROJECT NO: **A10.1**

**ENLARGED UNIT PLANS**

SCALE: 1/8" = 1'-0"

DATE: **11/11/2015**

BY: **BARRY POHORI / architect**

FOR: **OSPREY LANDING**

PROJECT NO: **A10.1**



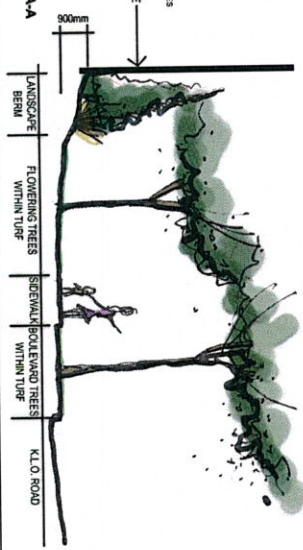
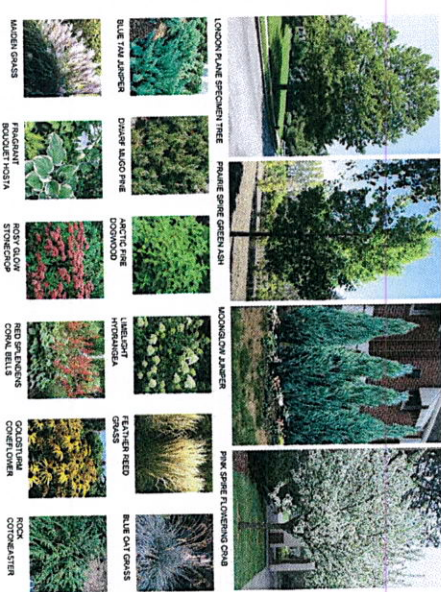


LEGEND

- LARGE SPREAD TREE
- DECIDUOUS TREE
- CONIFEROUS TREE
- RECORDING SPRING
- PINK BLOSSOMING PLANT
- PERENNIAL GRASS
- GROUNDCOVER PLANTING
- SOO AREA
- DECOMPOSE AGGREGATE
- NEW CONCRETE

1. DOWNSIDE OF THE PHOTO AND CONTACTS ARE TO BE USED FOR OVERVIEW PRINTS. SLIDES ONLY. IT IS NOT RECOMMENDED TO USE A CONTACT FOR DOCUMENTATION.
2. THE LANDSCAPE RESPONSE SHOULD BE NEUTRAL, BUT REFLECT THE VARIATION IN CLIMATE QUALITY AND SIZE. PLANT MATERIAL, SELECTED AND LAYOUT ARE CONCEPTUAL, NOT FINAL. PLANTING MATERIALS WITH VARIOUS COLORS AND TEXTURES ARE ENCOURAGED.
3. BRUSH AND TREE CUTLERY ARE TO BE PLACED WHEN PLANTING BED LINES. TREES CHANGES SPECIFIED. ALL PLANTING BEDS ARE TO BE PLACED WITHIN PLANTING BED LINES.
4. ALL PLANTING ARE TO BE ASSOCIATED WITH AN EFFICIENT IRRIGATION SYSTEM.

**REPRESENTATIVE PLANT IMAGES**



NOT FOR CONSTRUCTION





MMM Group Limited  
540 Leon Avenue  
Kelowna, BC V1Y 6J6  
t: 250.862.3600 | f: 250.862.4849  
[www.mmm.ca](http://www.mmm.ca)

Date: 2015-08-28

Our File: 5115007

Address: 1435 Water Street  
Kelowna, B.C.  
V1Y 1J4

Attention: Development Services

Dear Sir/Madam:

Re: Osprey Landing – Development Permit

---

As per our client's request, MMM Group Limited estimates a landscape development cost of \$83,995.00, excluding applicable taxes, for the above noted development. This price includes landscape materials and installation (planted areas, sod and seed, trees, topsoil, mulches, stone surfacing, and irrigation).

Should you require any explanation of this letter, please contact the undersigned.

Regards,

**MMM Group Limited**



Landscape Designer, B.L.Arch  
Infrastructure & Environment

cc Steve Shoranick, MKS Resources

<b>SCHEDULE</b> <u>C</u>
This forms part of development
Permit # <u>DP15-0294</u>

104 993.75



Osprey Landing

28/08/2015

ESTIMATE OF PROBABLE COSTS - Reference: Landscape Plan L1 Issued for Review

Description of work	Unit	Estimated	Estimated Value	Total Value
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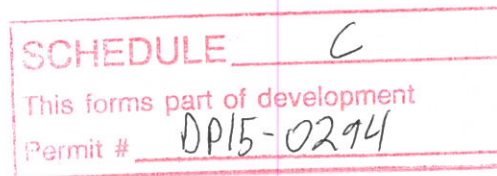
## LANDSCAPE

1.0	Landscape On-Site				
1.1	Deciduous Trees (5cm Cal.)	ea.	12	\$400.00	\$4,800.00
1.2	Deciduous Tree (large specimen)	ea.	1	\$750.00	\$750.00
1.3	Sod (High water usage)	m <sup>2</sup>	960	\$8.50	\$8,160.00
1.4	Ornamental planting (Moderate water usage)	m <sup>2</sup>	475	\$35.00	\$16,625.00
1.5	Imported growing medium for sod (150mm depth)	m <sup>3</sup>	144	\$65.00	\$9,360.00
1.6	Imported growing medium for shrub bed (450mm depth)	m <sup>3</sup>	200	\$65.00	\$13,000.00
1.7	Imported growing medium for trees (2cu.m. per tree)	m <sup>3</sup>	26	\$65.00	\$1,690.00
1.8	Composted Bark Mulch Dressing (75mm depth)	m <sup>2</sup>	730	\$4.50	\$3,285.00
1.9	High efficiency irrigation system	m <sup>2</sup>	1,435	\$15.00	\$21,525.00
1.10	River rock stone incl. filter fabric (100mm depth)	m <sup>2</sup>	160	\$30.00	\$4,800.00
				SUBTOTAL	\$83,995.00

## ESTIMATED TOTAL LANDSCAPE BUDGET

**\$83,995.00**

This is an estimate and not a guaranteed amount, and is to be used for bonding purposes only.  
Costing is based on 2015 contractor pricing and is subject to change.



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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** January 13, 2016  
**File No.:** DP15-0294

**To:** Community Planning (AC)

**From:** Development Engineering Manager(SM)

**Subject:** 3090 Burtch Road

---

The Development Engineering Department has the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development.

The Development Engineering Technologist for this project is Sergio Sartori

### 1. Domestic Water and Fire Protection

- (a) The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of the proposed developments and establish hydrant requirements and service needs. The existing lot is serviced with a 150mm diameter water service. Only one service per lot will be permitted for this development. The applicant, at his cost, will arrange for the disconnection and replacement of the existing service if necessary.
- (b) A water meter is mandatory for each property and must be installed inside the building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost. Boulevard landscaping, complete with underground irrigation system, must be integrated with the on-site irrigation system.

### 2. Sanitary Sewer

- (a) The developer's consulting mechanical engineer will determine the development requirements of the proposed development and establish the service needs. The existing lot is serviced with a 150mm diameter sanitary service. Only one service per lot will be permitted for this development. The applicant will arrange for the removal and disconnection of the existing service and the installation of one new larger service at the applicants cost if necessary.
- (b) The property is located in Sewer Connection Area No 25(Chamberlain) and therefore, all parcels to be created will be subject to the fee for this service. Connection area fees have previously been calculated for this property as part of an earlier application. **The applicant is responsible for the outstanding amount of \$50,000.00.**



**3. Storm Drainage**

- (a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems.
- (b) The existing lot is serviced with a 250mm diameter storm service. Only one service will be permitted for this development. The applicant, at his cost, will arrange the installation of one overflow service.

**4. Road Improvements**

- (a) Burtch Road fronting this development has been upgraded to an urban standard as part of an earlier application; however outstanding items include an asphalt overlay, pavement markings and landscaped boulevard complete with underground irrigation.
- (b) KLO Road fronting this development has been upgraded to an urban standard as part of an earlier application; however outstanding items include; landscaped boulevard complete with underground irrigation.

**5. Electric Power and Telecommunication Services**

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.

**7. Design and Construction**

- (a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- (b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- (c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- (d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- (e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

**8. Servicing Agreements for Works and Services**

- (a) A Servicing Agreement is required for all offsite works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- (b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

**9. Other Engineering Comments**

- (a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.
- (b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

**10. Development Permit and Site Related Issues**

- (a) Access and Manoeuvrability
  - (i) An SU-9 standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.

**11. Bonding and Levy Summary**

- (a) Levies
  - 1. Sewer Connection Area No 25(Chamberlain) **\$50,000.00**
  - 2. Top lift asphalt and pavement markings on Burtch Road cash in lieu To be determined
- (b) Bonding
  - 1. Boulevard landscaping To be determined

---

Steve Muenz, P. Eng.  
Development Engineering Manager

SS



# DEVELOPMENT PERMIT



## APPROVED ISSUANCE OF DEVELOPMENT PERMIT

**File Number** DP15-0294  
**Issued To:** Simple Pursuits Ltd.  
**Site Address:** 3090 Burtch Rd  
**Legal Description:** Lot B, District Lot 131, ODYD, Plan KAP80073  
**Zoning Classification:** C2 - Neighbourhood Commercial  
**Development Permit Area:** Comprehensive Development Permit Area

### SCOPE OF APPROVAL

This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.

The issuance of a Permit limits the Permit Holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

### 1. TERMS AND CONDITIONS

THAT Development Permit No. DP15-0294 for Lot B, District Lot 131, ODYD, Plan KAP80073, located at 3090 Burtch Rd, Kelowna, BC to allow the construction of a single storey commercial building to be approved subject to the following:

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C";
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

## 2. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permit Holder and be paid to the Permit Holder if the security is returned. The condition of the posting of the security is that should the Permit Holder fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permit Holder, or should the Permit Holder carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Permit Holder. There is filed accordingly:

- a) Cash in the amount of \$ \_\_\_\_\_ OR
- b) A Certified Cheque in the amount of \$ \_\_\_\_\_ \$104,993.75 OR
- c) An Irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_ .

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

## 3. DEVELOPMENT

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit that shall form a part hereof.

If the Permit Holder does not commence the development permitted by this Permit within two years of the date of this Permit, this Permit shall lapse.

**This Permit IS NOT a Building Permit.**

## 4. APPLICANT'S AGREEMENT

I hereby declare that all of the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.
- b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit and/or Development Variance Permit, the Municipality may withhold the granting of any Occupancy Permit for the occupancy and / or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Divisional Director of Community Planning & Real Estate.

Should there be any change in ownership or legal description of the property, I undertake to notify the Community Planning Department immediately to avoid any unnecessary delay in processing the application.

**I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.**

---

Signature of Owner / Authorized Agent

---

Date

---

Print Name in Bold Letters

---

Telephone No.

#### **5. APPROVALS**

Issued and approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Ryan Smith, Community Planning Department Manager  
Community Planning & Real Estate

---

Date

**The PERMIT HOLDER is the CURRENT LAND OWNER.  
Security shall be returned to the PERMIT HOLDER.**



# REPORT TO COUNCIL



**Date:** April 25, 2016

**RIM No.** 1210-24

**To:** City Manager

**From:** Community Planning Department (MS)

**Application:** FH15-0004

**Owner:** GP Sandher Holdings Ltd.

**Address:** 1610 Swainson Road

**Applicant:** Biri Sandher  
Sukhwinderjit Sandher

**Subject:** Farm Help Permit

**Existing OCP Designation:** Resource Protection Area

**Existing Zone:** A1 - Agriculture 1

---

## 1.0 Recommendation

THAT Council authorize the issuance of Development Permit No. FH15-0004 for *Lot 1 Plan KAP77945, Section 25 and 30 and Section 27, TWP 27, ODYD, located at 1610 Swainson Road, Kelowna, BC* for 1610 Swainson Road, Kelowna, BC.

## 2.0 Purpose

To consider a request for a farm help permit for proposed temporary residences on non-permanent foundations to accommodate 60 temporary agricultural workers on the subject property.

## 3.0 Community Planning Department

Staff supports the application to construct temporary dwellings to house 60 temporary farm workers at 1610 Swainson Road.

The Agricultural Land Commission, as well as the Ministry of Agriculture's Guide to Bylaw Development in Farming Areas<sup>1</sup>, advises that temporary farm workers should be housed in temporary structures. This application complies with these standards.

In addition, the application complies with the provincial standards for Temporary Farm Worker Housing (TFWH) in that it:

- a) *Meets the needs of the agriculture industry;*
- b) *Minimizes the residential impact of TFWH in the agricultural area;*
- c) *Minimizes the loss and/or fragmentation of agricultural land due to TFWH; and*
- d) *Minimizes the risk of TFWH being used for non-farm purposes.*

---

<sup>1</sup> BC Min. Of Ag., 2015. Guide for Bylaw Development in Farming Areas, (Revised 2015).

[http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/strengthening-farming/local-government-bylaw-standards/840000-1\\_guide\\_for\\_bylaw\\_development\\_in\\_farming\\_areas.pdf](http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/strengthening-farming/local-government-bylaw-standards/840000-1_guide_for_bylaw_development_in_farming_areas.pdf)

The TFWH is located on unused land that is challenging to farm and close to the road, reducing the impact on the existing orchard. A landscape plan has been provided that provides a vegetated buffer along the road and along the north property line, to mitigate visual and privacy concerns.

## 4.0 Proposal

### 4.1 Background

In July 2015, the applicants applied to Council for two permanent bunkhouses to house 80 farm workers at 1090 McKenzie Road, in addition to the 48 workers currently permitted on the property, for a total of 128 farm workers proposed on that parcel. Council refused the request, due to concerns regarding the:

- total number of workers on one parcel; and the
- permanent nature of the dwellings requested.

As a result of the 2015 decision, the applicants have brought forward this application for TFWH in temporary structures at 1610 Swainson Road.

Their requirement for the TFWH is increasing, as the operation's cherry and apple trees grow to maturity. Through the federal Seasonal Agricultural Worker Program (SAWP), the applicants have applied for 250 foreign workers this year, for which they need to find accommodation. The owners farm approximately 213 ha (526 acres) throughout the North Okanagan, Lake Country, and the Central Okanagan.

Staff understands that the applicants have other properties that house temporary workers. In 2014, Council approved a Farm Help Housing Permit to house 21 temporary workers at 1240 Latta Road. In 2007, staff approved a fourplex for farm worker housing at 2775 Dunster Road, in addition to the 48 workers permitted at 1090 McKenzie Road.

### 4.2 Project Description

The proposed trailer accommodation for 60 workers is to be placed on an unfarmed corner of the subject property. (See below, and attached Layout Plan). The proposal includes:

- six sleeper trailers;
- two kitchen / dining trailers;
- a washroom trailer; and a
- recreation room trailer.

The plan includes a three metre wide landscape buffer, with fast growing birch and cottonwood trees, as well as native shrubs. The proposal complies with zoning regulations, including:

- 6 metre front yard setback;
- 3 metre side yard setback; and a
- 3 metre landscaped buffer along Swainson Road and north property line.

## Francis Brook

Francis Brook, and a series of associated wetlands upstream and downstream of the project site, lie across Swainson Road south of the site. Requirements to avoid erosion and impacts to Francis Brook and associated wetlands will be part of the farm help permit. These will include:

- Any oversteepened banks must be recontoured to 2H:1V slope maximum;
- Banks must be seeded for stabilization;
- Silt fence must be established to prevent erosion to watercourses; and

- The ditch must be fully restored along Swainson Road (and second access closed).

### Swainson Road

Swainson Road is not currently scheduled for upgrades in the City of Kelowna current capital plan. However, the applicant will be required to undertake the following:

- Road Usage Permit to address any traffic interruptions and potential road spillage;
- The alignment of the existing driveway will remain unchanged;
- The informal driveway will be decommissioned and returned to a ditch; and
- Erosion and sediment control measures will be required.

### 4.3 Foreign Farm Workers in Canada

The SAWP Program, together with the BC Agriculture Council, establishes standards for housing foreign farm workers. The housing is required to be inspected twice per year by an accredited inspector for the SAWP program, once prior to arrival of the workers, and once during the season. A condition of this Farm Help Permit is that the housing complies with SAWP / BC Agriculture Council standards.

### 4.4 Legislative Context and Agricultural Land Commission

Ministry of Agriculture has developed guidelines for Temporary Farm Worker Housing for local governments through the Guide for Bylaw Development in Farming Areas in the ALR<sup>2</sup> (the Bylaw Guide). The goals and objectives of regulating TFWH include:

- e) *Meeting the needs of the agriculture industry;*
- f) *Minimizing the residential impact of TFWH in the agricultural area;*
- g) *Minimizing loss and/or fragmentation of agricultural land due to TFWH; and*
- h) *Minimizing the risk of TFWH being used for non-farm purposes.*

The *Guide for Bylaw Development in Farming Areas in the ALR*<sup>3</sup> states that:

*The TFWH should be either an existing building or a manufactured home, constructed or manufactured to be moved from one place to another, and to be used for residential use, installed on a temporary foundation with no basement.*

Staff are currently undergoing a Temporary Farm Worker Housing Bylaw Review together with a working group of staff from other local governments in the Central Okanagan. A key item of TFWH in these discussions have been that the structures should be temporary. This is currently a requirement of the TFWH Regulations within the Regional District of the Central Okanagan Bylaw.

The Bylaw Guide states that a Farm Residential Footprint may apply to TFWH. The proposal complies with the following standards, that the TFWH is:

- within 60 metres of a road; and
- located on lower capability ALR lands.

<sup>2</sup> BC Min. Of Ag., 2015. Guide for Bylaw Development in Farming Areas, (Revised 2015).  
[http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/strengthening-farming/local-government-bylaw-standards/840000-1\\_guide\\_for\\_bylaw\\_development\\_in\\_farming\\_areas.pdf](http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/strengthening-farming/local-government-bylaw-standards/840000-1_guide_for_bylaw_development_in_farming_areas.pdf)

<sup>3</sup> BC Min. Of Ag., 2015. Guide for Bylaw Development in Farming Areas, (Revised 2015).  
[http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/strengthening-farming/local-government-bylaw-standards/840000-1\\_guide\\_for\\_bylaw\\_development\\_in\\_farming\\_areas.pdf](http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/strengthening-farming/local-government-bylaw-standards/840000-1_guide_for_bylaw_development_in_farming_areas.pdf)



The Bylaw Guide states that a local government may require the following:

- Annual Statutory Declaration that states the TFWH will only be used for farm workers for a specified limited number of months during the year (typically a maximum of eight months);
- A Restrictive Covenant that states the TFWH shall be used for temporary farm workers only, and that the owner will remove the TFWH if the farm operation changes such that it is no longer required; and
- A deposit sufficient to remove the TFWH *or* the cost of removal can be recovered by local government through taxes applied to the property.

#### 4.5 Site Context

The subject property is an agricultural property of approximately 6.0 ha hectares (14.8 acres) in the Rutland Sector of the City and is in the Agricultural Land Reserve (ALR). The subject property is one of over 93 hectares (230 acres) farmed by the applicant in Kelowna, with approximately 213 ha (526 acres) farmed through the North and Central Okanagan. The subject property is fully planted in apples.

The subject property zoning and land uses are shown in table and maps below.

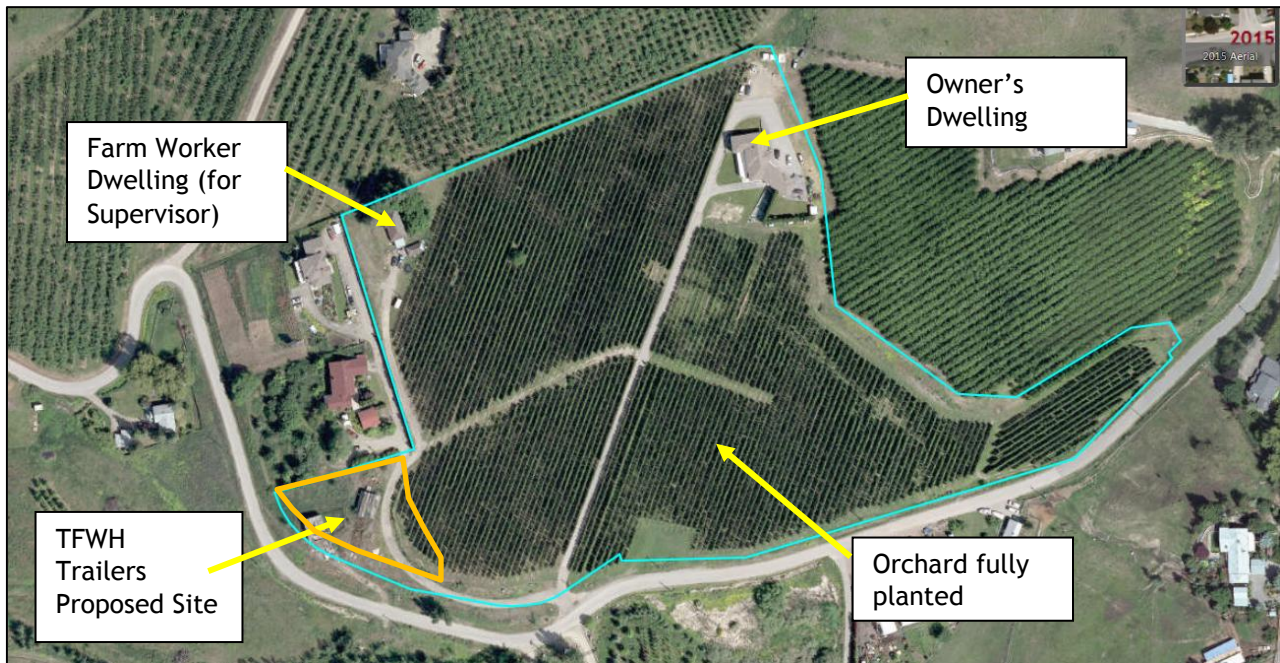
**Table 1: Zoning and Land Use of Adjacent Property**

<i>Direction</i>	<i>Zoning Designation</i>	<i>Land Use</i>	<i>ALR</i>
North	A1 - Agriculture 1	Agricultural	Yes
West	A1 - Agriculture 1 / RR2 - Rural Residential 2	Agricultural / Rural Residential	Yes
South	A1 - Agriculture 1 / RR1 - Rural Residential 1	Agricultural / Rural Residential	Yes
East	A1 - Agriculture 1	Agricultural	Yes

#### 4.6 Public Consultation

Public consultation was undertaken by the applicants in accordance to Council Policy #367. For a TFWH application, this requires neighbourhood notification, outside the Permanent Growth Boundary, of a 300 metre radius of the subject property.

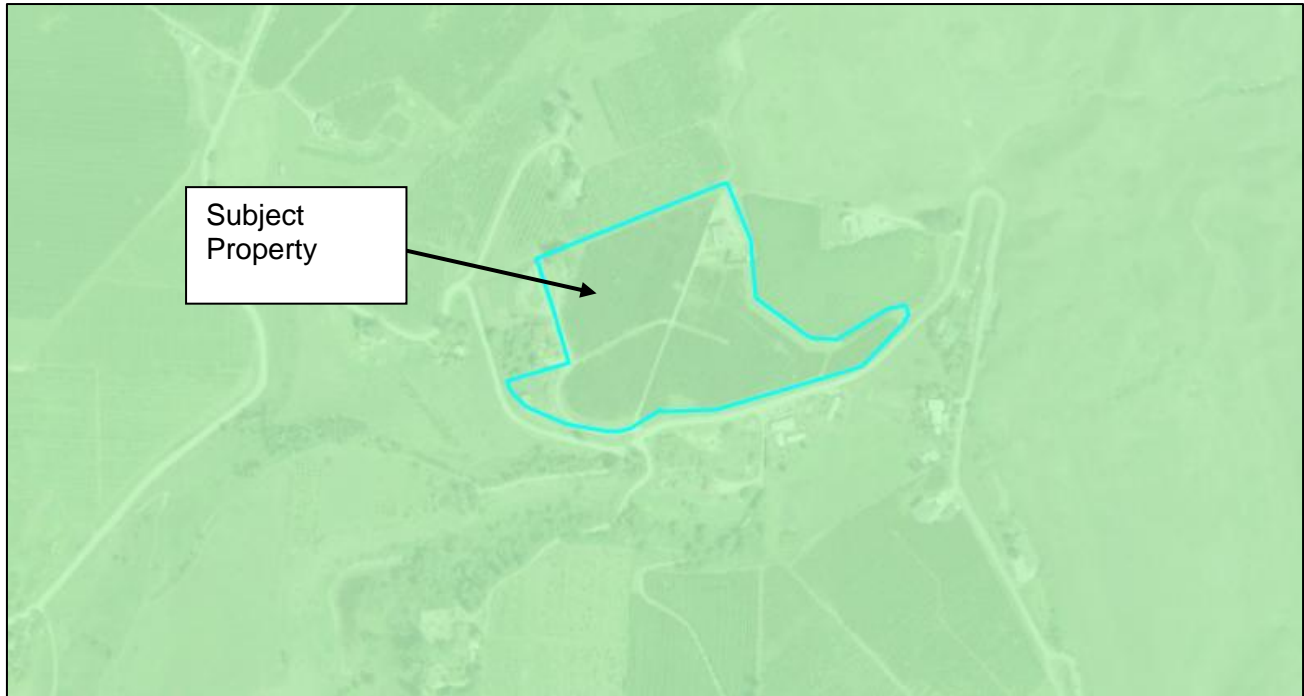
Map 1 - Subject Property (2015)



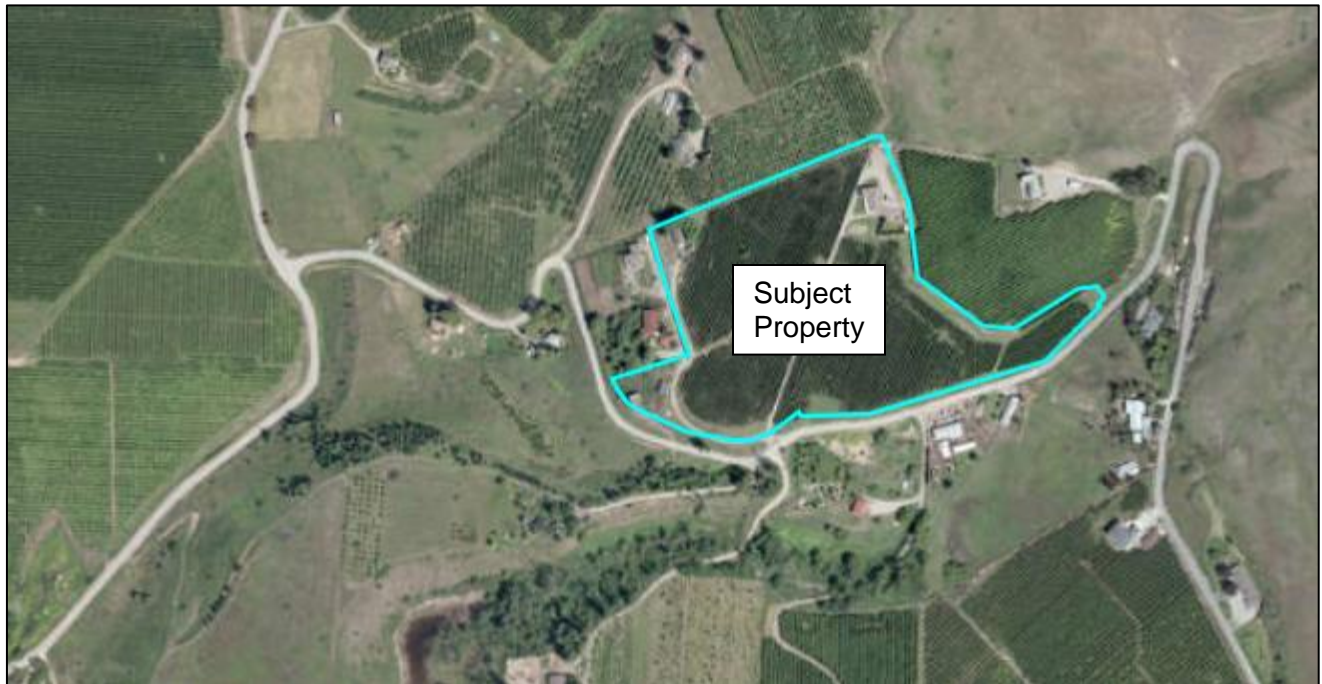
Map 2 - Easements (2015)



Map 3 - ALR Map

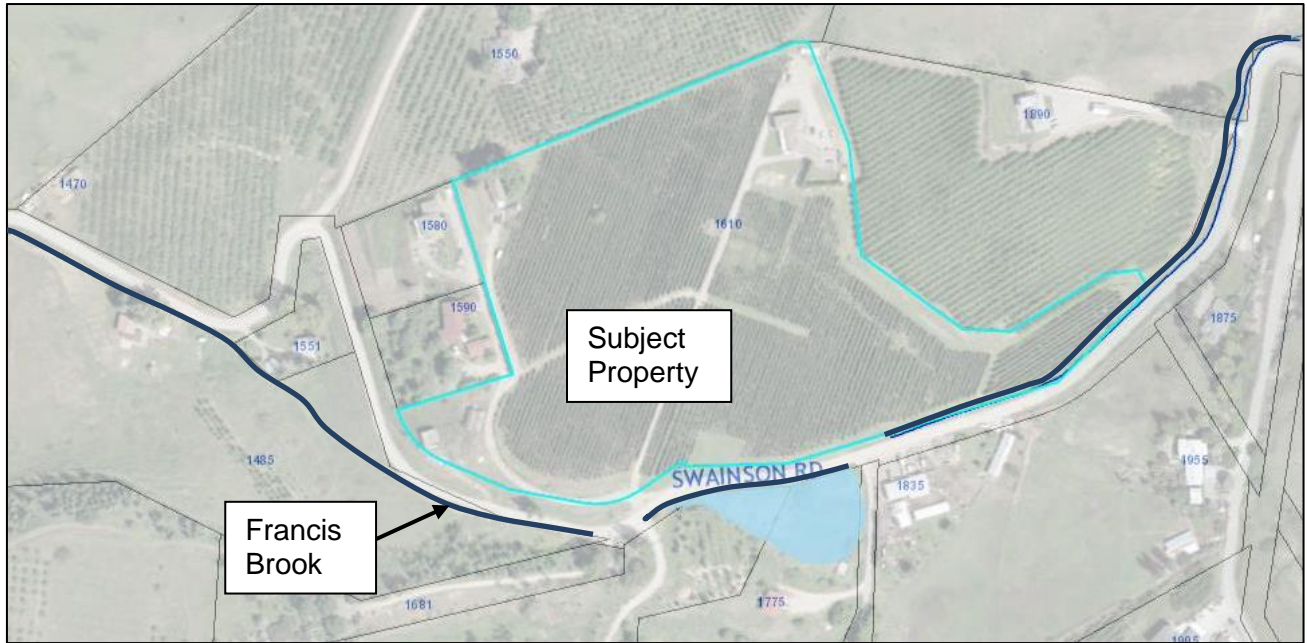


Map 4 - Neighbourhood Context

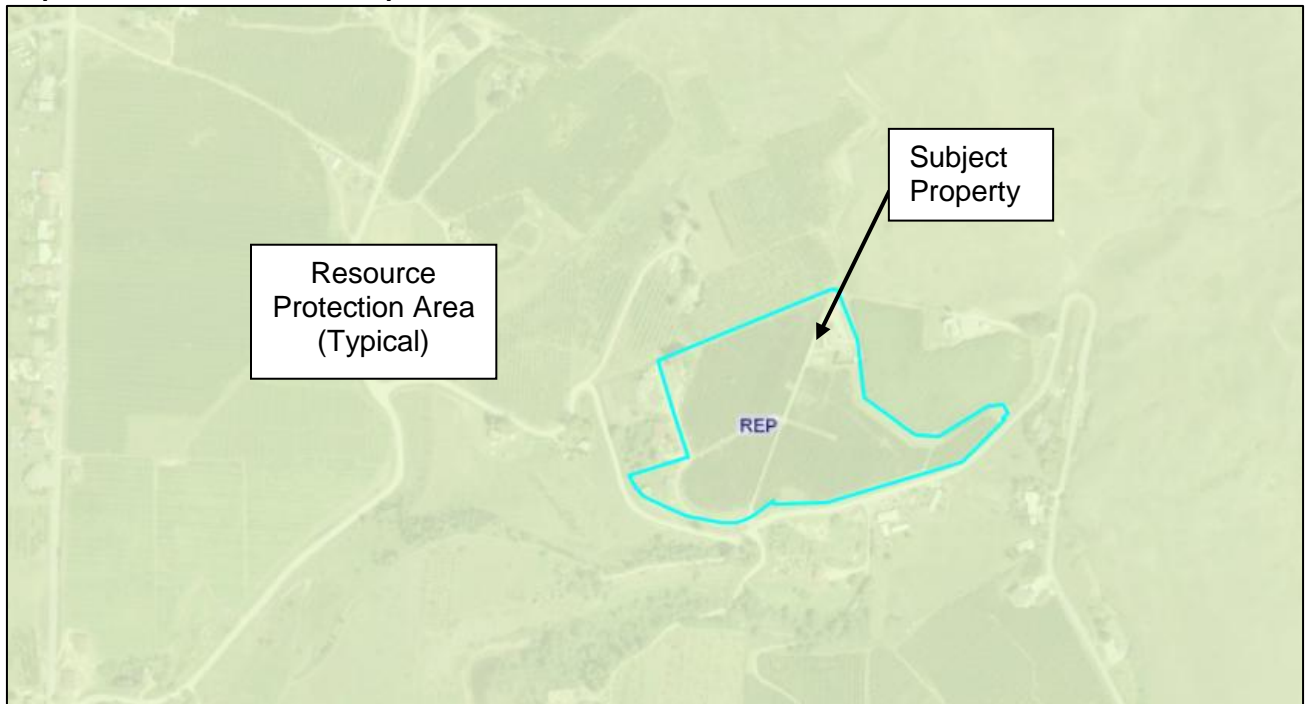




**Map 5 - Watercourses**



**Map 6 - Future Land Use Map**



## 5.0 Official Community Plan

The City of Kelowna Official Community Plan identifies the objective of homeplating for farm worker housing.

*Objective 5.34 Preserve productive agricultural land<sup>4</sup>.*

Policy .3 Homeplating. Locate buildings and structures, including farm help housing and farm retail sales area and structures, on agricultural parcels in close proximity to one another and where appropriate, near the existing road frontage. The goal should be to maximize use of existing infrastructure and reduce impacts on productive agricultural lands.

## 6.0 Technical Comments

### 6.1 Black Mountain Irrigation District (BMID)

A water letter from BMID has been obtained.

### 6.2 Fortis BC

There are primary distribution facilities along Swainson Road and within the boundary of the subject property. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.

### 6.3 Fire Department

- A fire alarm shall be installed, as per BCBC 2012 Division B section 9.10.18.2 in a residential occupancy with sleeping accommodation for more than 10 persons. As indicated there will be 5 trailers housing 60 people. Requirements of section 9.10.19 Smoke Alarms of the BCBC 2012 are to be met in the smaller trailers accommodating less than 10 people. The definitions as provided indicate the manufactured homes should normally conform to the National Building Code.
- Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivision Bylaw #7900. Should a hydrant be required on this property, it shall be private.
- A visible address must be posted as per City of Kelowna Bylaws.
- Should a fire alarm be required, a fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD or DVD to facilitate Fire Department pre-planning for this structure. The fire safety plan should clearly detail the unique requirements for this structure.
- Fire Department access is to be met.
- Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance. Kurt's Lock & Safe at 100A - 1021 Ellis Street, Kelowna is the approved supplier for flush mount lock boxes.
- All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met,
- Contact Fire Prevention Branch for fire extinguisher requirements and placement.

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<sup>4</sup> City of Kelowna 2030 Official Community Plan: Greening Our Future (2011)

## 7.0 Application Chronology

Application Received	September 30, 2015
Geotechnical Schedule B Received	January 6, 2016
Grading Plans and Revised Site Plan Received	February 4, 2016
Landscape Plan Received	March 6, 2016
BMID Water Letter Received	April 6, 2016
Public Consultation Received	April 12, 2016

### Report prepared by:

---

Melanie Steppuhn, Planner Specialist

### Reviewed by:

☐

Ryan Smith, Community Planning Manager

### Approved for Inclusion:

☐

Doug Gilchrist, Divisional Director, Community Planning & Real Estate

### Attachments:

Development Engineering Memo - Revised (March 30, 2016)  
Site Photos  
FH15-0004 - Permit - Draft  
Site Layout and Grading Plan  
Landscape Plan

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## CITY OF KELOWNA

### MEMORANDUM

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**Date:** March 30, 2016 Revised  
**File No.:** FH15-0004 - 1610 Swainson Rd  
**To:** Subdivision, Agriculture & Environment (MS)  
**From:** Development Engineering Manager (SM)  
**Subject:** 1610 Swainson Rd – Lot 1, Plan KAP77945

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The Development Engineering comments regarding this application to permit additional accommodations to ultimately house 60 seasonal workers on the subject property are as follows:

**1. General.**

This application does not trigger any off-site infrastructure upgrades.

**2. Roads.**

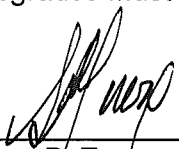
- a) *Development Engineering is available to review the conditions identified in a Soils Removal Permit. An Erosion and Sediment Control Plan may be required.*
- b) *A Road Usage Permit will be required to ensure any traffic impedance will be addressed and to monitor issues related to spillage on the public roadway.*
- c) *The alignment of the existing driveway will remain unchanged.*

**3. Wastewater.**

- a) There is no municipal sewer infrastructure fronting this property.
- b) The on-site treatment and disposal of wastewater is under the jurisdiction of the Public Health Officer.
- c) *Provide an updated site plan including the proposed location for on-site sewage disposal system and proximity to Francis Brook.*

**4. Domestic Water.**

The subject property is located within the Black Mountain Irrigation District (BMID) all fees and upgrades must be addressed directly with BMID.

  
\_\_\_\_\_  
Steve Muenz, P. Eng.  
Development Engineering Manager  
jo



# PHOTOS

**Subject:** 1610 Swainson Road - Temporary Farm Worker Housing

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**Photo 1. Road ROW looking west over Swainson Road**



**Photo 2. Road ROW looking east over Swainson Road**





**Photo 3. Road ROW looking northwest with staked property line**



**Photo 4: Looking west over Francis Brook at 1485 Swainson Road**





**Photo 5: Looking east over staked property line & access road to be closed**



**Photo 6: Looking northwest over staked property line and previous dwelling foundation**





**Photo 7: Looking northeast at proposed TFWH site**



**Photo 8: Looking west over Francis Brook, Swainson Road, and Property Line of 1610 Swainson Rd**





**Photo 9: Looking west over Francis Brook alignment - subsurface**



# CITY OF KELOWNA



APPROVED ISSUANCE OF A:

☐ Farm Help Development Permit No.: FH15-0004

EXISTING ZONING DESIGNATION:	A1 – Agriculture 1
WITHIN DEVELOPMENT PERMIT AREA:	Farm Protection Development Permit Area
PURPOSE:	Farm Help Permit for Temporary Farm Workers a A1 – Agriculture zoned property in the ALR
PERMIT PREPARED BY:	Melanie Steppuhn, Environment & Land Use Planner

ISSUED TO:	Bill and Sukhi Sandher
LOCATION OF SUBJECT SITE:	1610 Swainson Road, Kelowna BC

	LOT	D.L.	PLAN	SECTION	TOWNSHIP	DISTRICT
LEGAL DESCRIPTION	1		KAP77945	25	27	ODYD

## SCOPE OF APPROVAL

- ☐ This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.
- ☐ This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.
- ☐ Applicants for Development and Development Variance Permit should be aware that the issuance of a Permit limits the applicant to be in strict compliance with regulations of the Zoning Bylaw or Subdivision Control Bylaw unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with bylaw provisions and which may not have been identified as required Variances by the applicant or City staff.

## 1. TERMS AND CONDITIONS:

All work allowed by this Development Permit is to be completed in general accordance with the following schedules attached to and forming part of this permit.

- a) The dimensions and siting of the buildings and structures to be constructed on the land be in general accordance with Schedule "A";
- b) The Seasonal Farm Worker Housing be constructed in accordance with Seasonal Agricultural Worker Program (SAWP)/ BC Agriculture Council Housing Standards, and the maximum number of workers housed is in accordance with provincial and federal housing requirements for agricultural workers, as they may be amended from time to time;
- c) A landscape buffer be installed in accordance with Schedule "B"; and
- d) Registration of a Section 219 Restrictive Covenant restricting the use of the Seasonal Farm Worker Housing to use by farm employees only, with a maximum capacity of 60 farm workers, and of which is restricted to a maximum occupation of 8 months of the year, and that this restriction be applied to all of the proposed trailers.



- e) Registration of a Section 219 Restrictive Covenant restricting the use of the Additional Farm Dwelling for a farm worker.
- f) Bonding is required for trailer removal, when TFWH is no longer required on the property, of \$20,000.
- g) Bonding is required for landscape installation, of \$ 4,648.80.
- h) The alignment of the existing driveway will remain unchanged.
- i) The informal driveway will be decommissioned and returned to a ditch.
- j) Erosion and sediment control measures, including seeding and silt fence to protect watercourses, are required.
- k) The ditch along Swainson Road must be fully restored.
- l) Any oversteepened banks must be contoured to 2H:1V maximum.

2. The development shall commence by and in accordance with an approved Building Permit within ONE YEAR of the date of the approval of this document by the Manager, Suburban and Rural Planning, Community Planning Department.

3. **DEVELOPMENT:**

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.

If the Permittee does not commence the development Permitted by this Permit within one year of the date of this Permit, this Permit shall lapse.

This Permit is not transferable unless specifically Permitted by the Municipality. The authorization to transfer the Permit shall, if deemed acceptable, be granted by Council resolution.

**THIS Permit IS NOT A BUILDING Permit.**

4. **PERFORMANCE SECURITY:**

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development Permitted by this Permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:

- (a) Cash in the amount of \$ 24,648.80.
- (b) A Certified Cheque in the amount of N/A
- (c) An Irrevocable Letter of Credit in the amount of N/A

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

5. **APPLICANT'S AGREEMENT:**

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.
- (b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit or Development Variance Permit, the Municipality may withhold the granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and the Manager, Suburban and Rural Planning, Community Planning Department.

Should there be any change in ownership or legal description of the property, I undertake to notify the Manager, Suburban and Rural Planning, Community Planning Department, immediately to avoid any unnecessary delay in processing the application.

**I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.**

\_\_\_\_\_  
Signature of Owner/Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name in Bold Letters

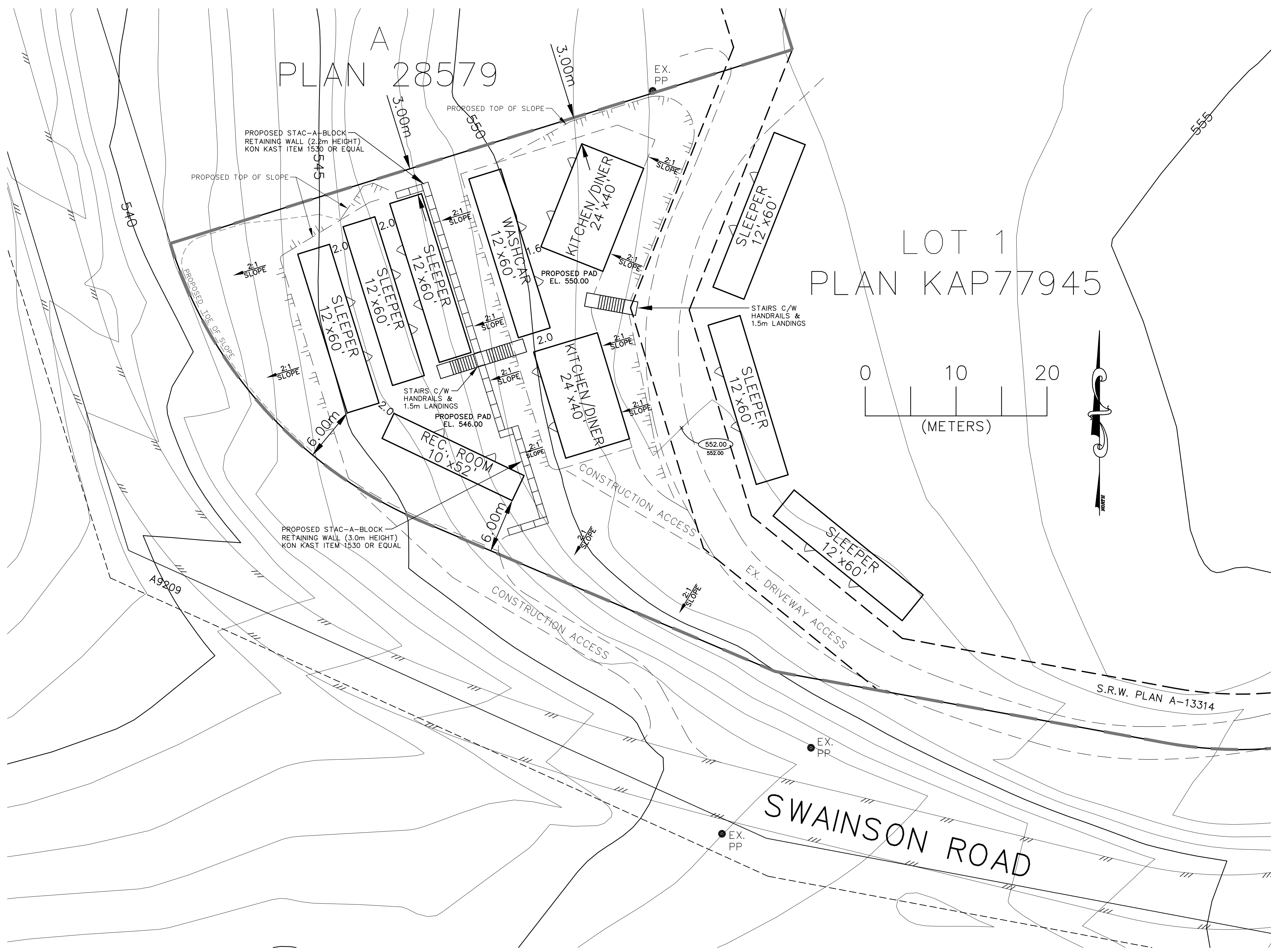
\_\_\_\_\_  
Telephone No.

6. APPROVALS:

ISSUED BY THE MANAGER, SUBURBAN AND RURAL PLANNING, COMMUNITY PLANNING  
DEPARTMENT, CITY OF KELOWNA, THE DAY OF , 20@.

COMMUNITY PLANNING DEPARTMENT  
PER:

\_\_\_\_\_  
TODD CASHIN  
Manager, Suburban and Rural Planning



**LEGAL DESCRIPTION**  
PROPOSED DEVELOPMENT OF PART OF LOT 1, PLAN  
KAP77945, SEC. 25 TP 26, & SEC. 30 TP 27, O.D.Y.D.  
CIVIC ADDRESS: 1610 SWAINSON ROAD

- LEGEND**
- PROPOSED SWALE OR DITCH
  - POST-DEVELOPMENT DRAINAGE VECTOR (& GRADE)
  - SPOT ELEVATIONS
  - ROCK PIT LOCATION AND ELEVATION OF EX. GROUND
  - 100 YR. FLOOD ROUTE ( SURFACE )
  - 100 YR. FLOOD ROUTE ( IN PIPE )

- DRAINAGE NOTES**
1. ROOF LEADERS TO DISCHARGE ON SPLASH PADS OR TO ROCKPITS.
  2. TOE OF FILL OR CUT TO MEET EXISTING GROUND ELEVATIONS AT PROPERTY LINES OF ABUTTING PROPERTIES.
  3. GENERAL CONTRACTOR IS RESPONSIBLE FOR FINE LOT GRADING WHICH MAY INCLUDE DRAINAGE SWALES, LANDSCAPING AND IRRIGATED BOULEVARDS.

LEGEND	
CABLE TV	CAP
GAS	CATCH BASIN
SAN. SEWER	ELECTRICAL BOX
STORM SEWER	HYDRANT
U.G. ELECTRICAL	VALVE
U.G. TELEPHONE	LAMP STANDARD
WATER	
SAN	SANITARY MH (EXISTING)
SAN	SANITARY MH (PROPOSED)
STM	STORM MH (EXISTING)
STM	STORM MH (PROPOSED)
TRANS	TRANSFORMER
UJ	UTILITY JUNCTION BOX

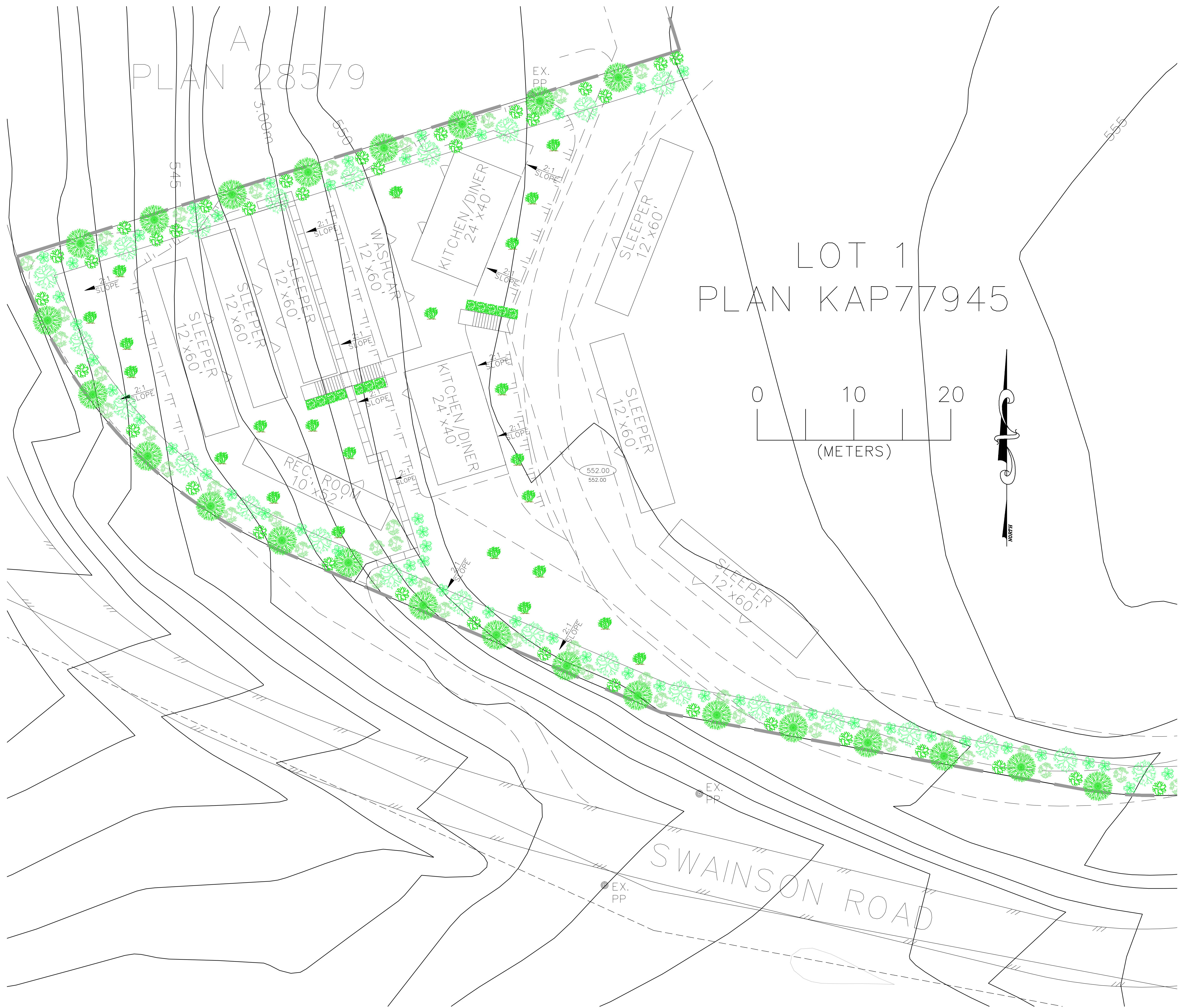
No.	MM/DD/YY	DATE	BY	REVISION	No.	MM/DD/YY	DATE	BY	REVISION
1	02/02/16	G.E.R.		GENERAL REVISIONS					



DAVID R. PAULS, P. ENG.	DRAWN	G.E.R.
	DESIGN	D.R.P.
	APPROVED	
	DATE	DEC., 2015
	SCALE	1:250

Arda Consultants Ltd. #7-3304 APPALOOSA ROAD, KELOWNA, BC, V1V 2W5 TEL: 250.807.7903 EMAIL: info@ardaconsultants.com		DRAWING NO. <b>1232.D1</b>	
THE CITY OF KELOWNA ENGINEERING DEPARTMENT		CITY FILE No. —	
G.P. SANDHER 1610 SWAINSON ROAD LOT GRADING PLAN		DIVISION	REV. NO. <b>1</b>
		PLOT DATE:	





LEGAL DESCRIPTION

PROPOSED DEVELOPMENT OF PART OF LOT 1, PLAN KAP77945, SEC. 25 TP 26, & SEC. 30 TP 27, O.D.Y.D.


CIVIC ADDRESS: 1610 SWAINSON ROAD

LEGEND

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DATE				NO.				BY				REVISION			
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PROJECT  1610 SWAINSON ROAD KELOWNA, B.C.															
SHEET TITLE  LANDSCAPE PLAN															
DRAWN RAH				SHEET NO. <b>L 2</b>				CHECKED G.P. S.				DATE 2016.02.22			
SCALE AS NOTED				Rev. 0											

THIS LANDSCAPE PLAN IS FOR CITY OF KELOWNA APPROVAL AND FOR PRICING, PLANTING SPACING, AND TYPES OF PLANTS ARE SUBJECT TO CHANGE WITH APPROVAL OF THE CITY OF KELOWNA AND THE OWNER.



1610 Swainson Road

Plant Schedule

Common Name	Botanical Name	Zone	Planting Size	Spacing on Centre	Quantity
Cheyenne Privet					
Magnolia Stellata	Royal Star Magnolia	5	305 mm Pot	2m	12

Trees

Silver or Paper Birch	Betula	5	1 500 - 2000	8 000 mm	25
Cottonwood	Populus Deltiodes	5	1 500 - 2 000	8 000 mm	25
ALTERNATE WITHIN BERM BORDER ALONG PROPERTY LINE (3M)				every 4 000 alternate	

Under Storey

Oregon Grape	Mahonia Aquiiifulium	5	305 mm	2 000 mm	50
Common Snowberry	Symphoricarpos Albus	5	305 mm	2 000 mm	50
Wood Rose	Rosa Gymnocarpo	5	305 mm	2 000 mm	50

Dryland Seed Mixture

Common Name	Botanical Name	Zone	by Weight	By Species
Blue Bunch Wheatgrass	Pseudoroegneria Spicata		41%	23%
Rough Fescue	Festuca Scabellla		25%	20%
Idaho Fescue	Festuca Idahoensis		15%	19%
Perennial Rye grass	Lolium Ryegrass		7%	7%
Sandberg Bluegrass	Poa Sandbergi		13%	13%
Junegrass	Koeleria Macrantha		18%	18%

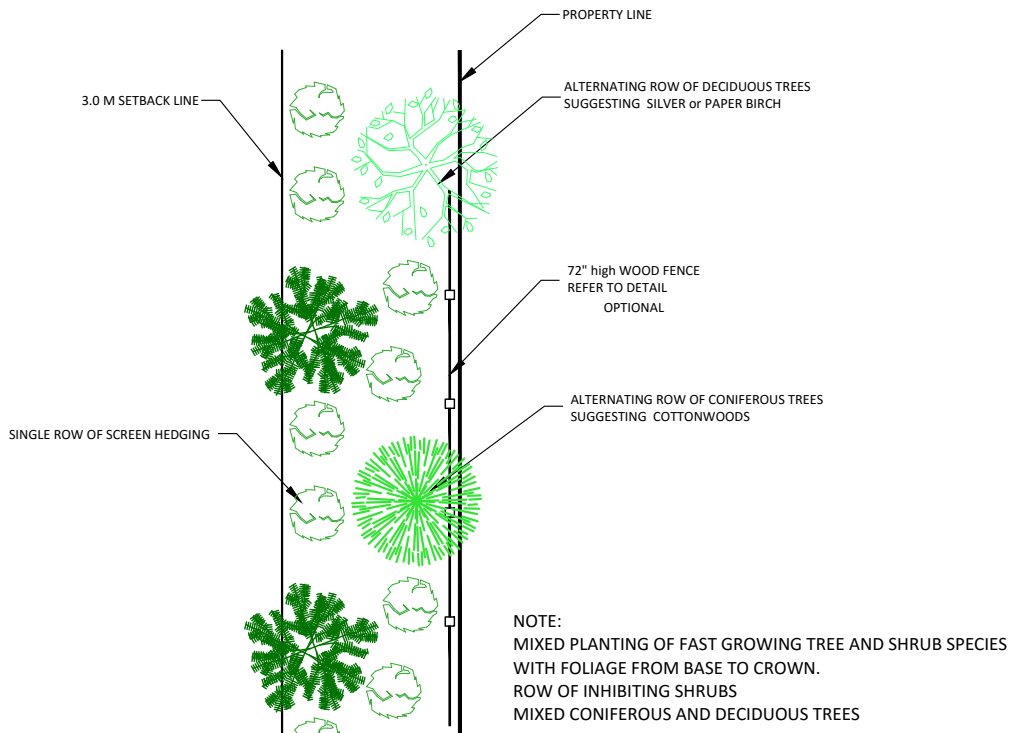
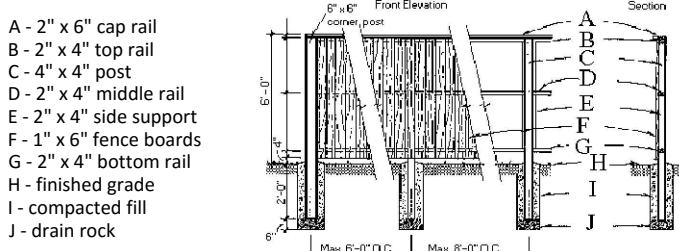
Wildflower Seed Mixture

Common Name	Botanical Name	Zone	by Weight	By Species
Silky Lupine	Lupinus Sericeus		30%	
Balsam Root	Balsamorhiza		30%	
Brown Eyed Susan	Rudbeckia Hirta		35%	
Common Yarrow	Achillea Milleffolium		5%	

Application Rate:

Seed	Wildflower Seed Mix	1KG/Hectare
	Dryland Seed Mixture	125KG/Hectare
Fertilizer	18-18-18-2, 50% Sulfur	400 KG/Hectare
Mulch	Canfor Ecofibre Plus	2,800 KG/Hectare
Tackifier	Guar	3% of Mix

D.1: Solid Wood Fence  
All posts and rails shall be rough sawn of "No. 1 Structural" grade, pressure treated with a wood preservative non-toxic to surrounding plant material, in accordance with CSA Standard O80.2 and compatible with staining requirements below. Stain to match fence boards.  
All fence boards and planks shall be rough sawn of "Quality Fencing" grade, finished with penetrating stain with preservative, conforming to CGSB Standards 1-GP145M and 204M, applied to all surfaces prior to installation and on any cuts thereafter.  
Line posts shall be minimum 8.0 ft. in length and at least (standard) 4"x 4".  
Corner posts shall be minimum 8.0 ft. in length and at least (standard) 6"x 6".  
Fence rails (min. 3) shall be maximum 7.5 ft. in length and at least (standard) 2"x 4".  
Cap rails shall be at least (standard) 2"x 6". Cant to drain.  
The finished height of opaque fencing shall be at least 6.0 ft.  
All nails used in fence construction shall meet the following specifications:  
8.1 Minimum gauge of nails used - #9, common in post/rail connections  
8.2 Minimum gauge of nails used - #11.5, common in rail/fence board connections  
8.3 Galvanized - CSA G164  
Line posts shall be placed no more than 8.0 ft. o.c. and be firmly anchored in the soil to a depth of not less than 2.0 ft.  
The fence shall be constructed in accordance with these specifications and details, which forms part of these specification.



THIS LANDSCAPE PLAN IS FOR CITY OF KELOWNA APPROVAL AND FOR PRICING, PLANTING SPACING, AND TYPES OF PLANTS ARE SUBJECT TO CHANGE WITH APPROVAL OF THE CITY OF KELOWNA AND THE OWNER.

DATE	NO.	BY	REVISION
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PROJECT  1610 SWAINSON ROAD KELOWNA, B.C.			
SHEET TITLE  LANDSCAPE NOTATION			
DRAWN RAH	SHEET NO. <b>L 2</b>		
CHECKED G.P. S.			
SCALE AS NOTED			
DATE 2016.02.22	Rev. 0		

# CITY OF KELOWNA

## BYLAW NO. 11119

### Official Community Plan Amendment No. OCP15-0008 Amendment to Chapter 4 - Future Land Use - MRM

---

A bylaw to amend the "*Kelowna 2030* - Official Community Plan Bylaw No. 10500".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT Chapter 4 - Future Land Use, LAND USE DESIGNATION DEFINITIONS, Multiple Unit Residential (Medium Density) (MRM) be amended by deleting the following:  
  
"This designation provides potential for increased density specific to four (4) buildings that meet the RM5 Zone height regulations as per the Central Green CD 22 Zone. The maximum of Floor Area Ratio (FAR) for sub-area D is 1.5; for sub-areas C&G it is 1.6 and for sub-area H it is 1.7."
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 28<sup>th</sup> day of September, 2015.

Considered at a Public Hearing on the 3<sup>rd</sup> day of November, 2015.

Read a second and third time by the Municipal Council this 3<sup>rd</sup> day of November, 2015.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



**CITY OF KELOWNA**  
**BYLAW NO. 11118**  
**TA15-0003 - CD22 - Central Green Comprehensive**  
**Development Zone Amendments**

---

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000, **Schedule 'B' - Comprehensive Development Zones, CD22 - Central Green Comprehensive Development, SCHEDULE 7- CD22 Sub-Areas A & B Zoning** be amended by:

- a) Adding "**financial services**" in its appropriate location and re-numbering subsequent sub-sections to section **7.3 Secondary Uses**; and

- b) Deleting section **7.5 Parcel Size** that reads:

"The maximum number of **lots** to be created from these Sub-Areas A and B is two and if created, such parcels shall have the area, size and shape of CD22 Central Green Sub-Areas A and B, all as shown on Plan CG-1."

And replacing it with:

"The maximum number of **lots** to be created from these Sub-Areas A and B is four."

- c) Deleting section **7.6 Density** that reads:

"If the lands in Sub-Areas A and B are subdivided into two parcels, then the maximum permitted **density** in Sub-Area A shall be the lesser of **Gross Floor Area** 20,000m<sup>2</sup> or FAR 3.3, and the maximum permitted **density** on Sub-Area B shall be the lesser of **Gross Floor Area** 40,000m<sup>2</sup> or FAR 4.5; however if the lands on Sub-Area A and B are not subdivided to create two separate parcels and constitute a single parcel then the maximum permitted density permitted shall be 60,000m<sup>2</sup> of **Gross Floor Area** or FAR 4.0."

And replacing it with:

"(a) The maximum permitted FAR in Sub-Area AB shall be 4.0."

- d) Deleting section **7.9 Setbacks** that reads:

"(a) The minimum **front yard** setback along Harvey Avenue is 4.5m.

(b) The minimum **rear** and **side yard** setbacks, excluding the parking structure, shall be 3.0m.

- (c) The parking structures must have a 0.0m **rear yard** setback and must be coordinated with the parking structure of Sub-Areas C and G to ensure a contiguous public open space is created above the parking structures.”

And replacing it with:

- “(a) The minimum setback along Harvey Avenue is 0.0m.
- (b) The minimum setback along Richter Avenue is 0.0m.
- (c) The minimum side yard setback where not fronting Richter is 3.0m.
- (d) The minimum rear yard setback, excluding the parking structure is 3.0m.
- (e) The parking structures must have a 0.0m rear yard setback and must be coordinated with the parking structure of Sub-Areas C and G to ensure a contiguous public open space is created above the parking structures.”

2. THAT City of Kelowna Zoning Bylaw No. 8000, **Schedule ‘B’ - Comprehensive Development Zones, CD22 - Central Green Comprehensive Development, SCHEDULE 8- CD22 Sub-Areas C & G Zoning** be amended by:

- a) Deleting under section **8.1 Permitted Uses** in its entirety that reads:

“The uses set out above are permitted, provided that:

- (a) Off-street vehicular parking and off-street loading must only be sited and located below grade at street level.”

- b) Deleting section **8.3 Density** in its entirety that reads:

“If the lands Sub-Areas C and G are subdivided into two parcels, then the maximum permitted density in each of Sub-Areas C and G shall be the lesser of **Gross Floor Area** of 6500m<sup>2</sup> or FAR of 1.6; however, if the lands Sub-Areas C and G are not subdivided to create two parcels and constitute a single parcel, then the maximum density permitted density shall be the lesser of **Gross Floor Area** 13,000m<sup>2</sup> or 1.6 FAR.”

And replacing it with:

- “(a) The maximum permitted FAR in Sub-Area C shall be 2.0.
- (b) The maximum permitted FAR in Sub-Area G shall be 2.0.”

- c) Deleting section **8.6 Setbacks** (b) in its entirety that reads:

“(b) The minimum **rear yard** setback, excluding the parking structure, shall be 12.0m.”

And replacing it with:

“(b) The minimum **rear yard** setback, excluding the parking structure, shall be 7.0 m.”

3. THAT City of Kelowna Zoning Bylaw No. 8000, **Schedule 'B' - Comprehensive Development Zones, CD22 - Central Green Comprehensive Development, SCHEDULE 9- CD22 Sub-Areas D Zoning** be amended by:

- a) Deleting under section **9.1 Permitted Uses** in its entirety that reads:

"The uses set out above are permitted, provided that:

- a) Off-street vehicular parking and off-street loading must only be sited and located below grade at street level."

- b) Deleting section **9.3 Density** in its entirety that reads:

"The permitted density in this CD22 Central Green Sub-Area D must not exceed a **Gross Floor Area** of the lesser of 3,900 m<sup>2</sup> or an **FAR** of 1.50"

And replacing it with:

"The maximum permitted FAR in Sub-Area D shall be FAR 2.0."

4. THAT City of Kelowna Zoning Bylaw No. 8000, **Schedule 'B' - Comprehensive Development Zones, CD22 - Central Green Comprehensive Development, ANNEXURE 1 - Central Green Development Permit Area Guidelines** be amended by:

- a) deleting Diagram 2.15 Plan CG-1 and replacing it with a new Diagram 2.15 Plan CG-1 as attached to and forming part of this bylaw;
- b) deleting 2.16 Plan Central Green Design Guidelines in its entirety;
- c) deleting 3.0 Sub-Area Guidelines, 3.1.2.6 Towers, sub-section h) and i) be deleted in their entirety that reads;

"h) Maximum Gross Floor Area for all floor levels above podium is 750 m<sup>2</sup>.

- i) The maximum height of the buildings located within CD22 Sub-Area A & B shall be as follows:

- A) the maximum height for the podium is the lesser of 18.0m or 4 storeys, minimum height of podium shall be 10m above grade or 2 storeys;
- B) the maximum height for tower #1 is 60m;
- C) the maximum height for tower #2 is 66m; and;
- D) the maximum height for tower #3 is 72m."

5. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.



Read a first time by the Municipal Council this 28<sup>th</sup> day of September, 2015.

Considered at a Public Hearing on the 3<sup>rd</sup> day of November, 2015.

Read a second and third time by the Municipal Council this 3<sup>rd</sup> day of November, 2015.

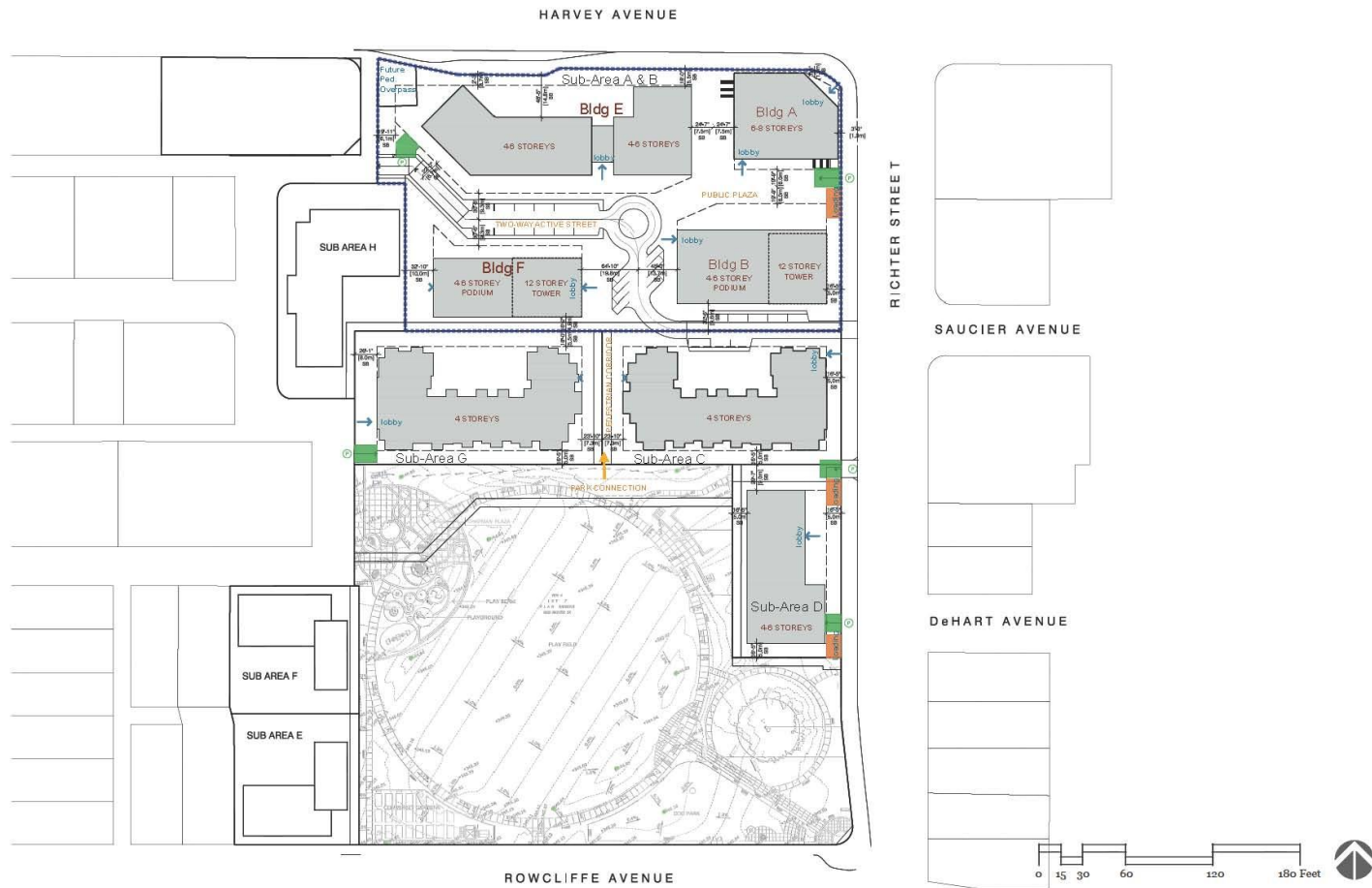
Approved under the Transportation Act 9<sup>th</sup> day of December, 2015.

Blaine Garrison  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



C22 - Central Green Comprehensive Development Zone  
Proposed Text Amendment  
Revised June 2015

ARCHITECTURAL & SITE ACCESS PLAN

# REPORT TO COUNCIL



**Date:** April 25, 2016  
**RIM No.** 0950-30  
**To:** City Manager  
**From:** Community Planning Department (DB)  
**Application:** RN16-0001  
**Address:** Rutland Rd North  
**Subject:** Proposed Renaming of a Section of Rutland Rd North

---

## **1.0 Recommendation**

THAT Council receives, for information, the Report from the Deputy Subdivision Approving Officer dated April 25, 2016 recommending the renaming of a section of Rutland Rd North to Rutland Court and the new road to be renamed as Rutland Rd North as shown on Map "A" as attached to and forming part of the Report from the Community Planning Department dated April 25, 2016.

AND THAT Council gives reading consideration to Bylaw No. 11210 being : A Bylaw to Rename a Portion of Rutland Road North".

## **2.0 Purpose**

To rename a portion of Rutland Rd North to Rutland Court and rename the new road as Rutland Rd North.

## **3.0 Community Planning**

The new section of Rutland Rd North was recently dedicated to the City of Kelowna in advance of the the road dedication requirement of the Ministry of Transportation - Highway 97 - Six Laning improvement project.

The portion of Rutland Rd North being changed to Rutland Court affects 11 addresses. These will keep their house numbers with only the street name changing.

There is one vacant lot being affected by the new road name change to Rutland Rd North which will be addressed as 2095 Rutland Rd North.

## **4.0 Circulation**

Addressing Clerk - Building & Permitting



Telus  
Fortis  
Shaw  
Canada Post  
Black Mountain Irrigation District  
Community Planning - Real Estate - John Saufferer  
Development Engineering Branch - Steve Muenz

**Report prepared by:**

---

Damien Burggraeve

**Reviewed by:**

☐

Todd Cashin, Subdivision, Suburban and Rural Planning Manager

**Reviewed by  
Approved for Inclusion:**

☐

Ryan Smith, Community Planning Department Manager

**Approved for Inclusion:**

☐

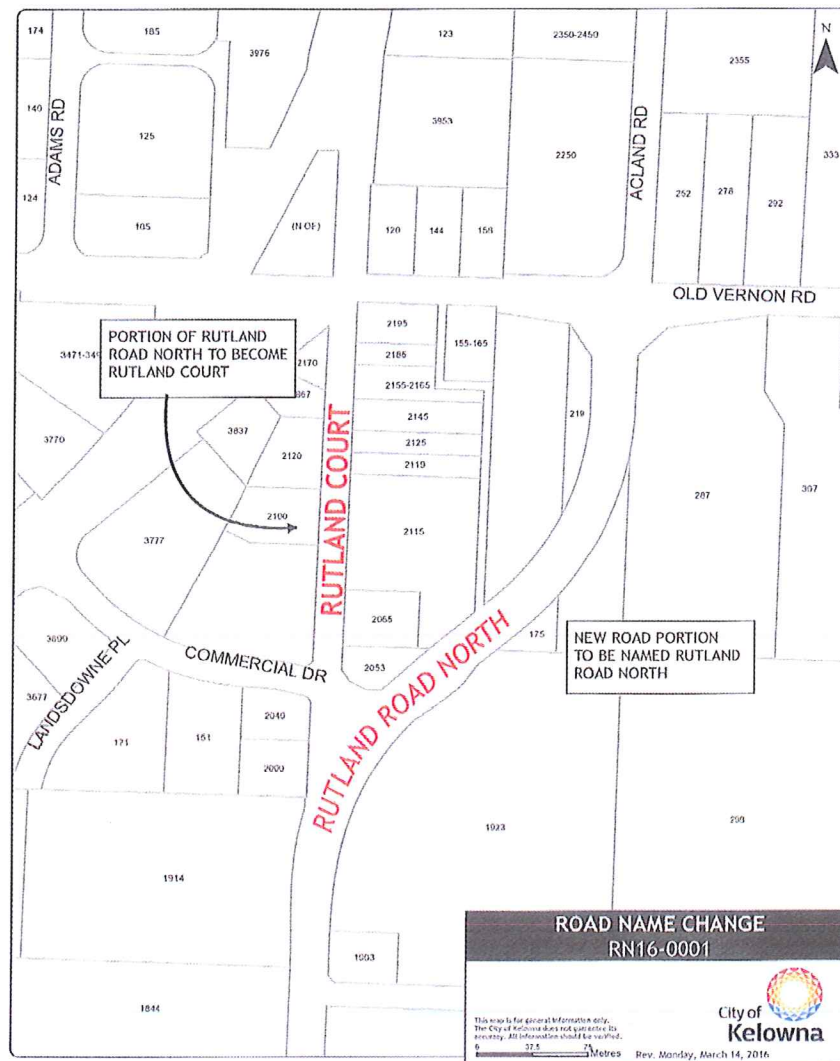
Doug Gilchrist, Divisional Director, Community Planning & Real Estate

**Attachments**

**Map "A" - Road Name Change (RN16-0001)**

Development Engineering Services Memo

Map "A"



# CITY OF KELOWNA

## BYLAW NO. 11210

### A Bylaw to Rename a Portion of Rutland Road North

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WHEREAS the Municipal Council of the City of Kelowna deems it desirable for a portion of Rutland Road North to be renamed Rutland Court in the City of Kelowna;

AND WHEREAS the Municipal Council of the City of Kelowna deems it desirable for an unnamed Road portion of road be named Rutland Road North in the City of Kelowna;

NOW THEREFORE the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT the name of a portion of Rutland Road North to be renamed Rutland Court as outlined in Map "A" attached to and forming part of this bylaw;
2. AND THAT the unnamed Road portion of road be named Rutland Road North as outlined in Map "A" attached to and forming part of this bylaw;
3. This bylaw may be cited for all purposes as the "Renaming a Portion of Rutland Road North to Rutland Court Name Change Bylaw No. 11210".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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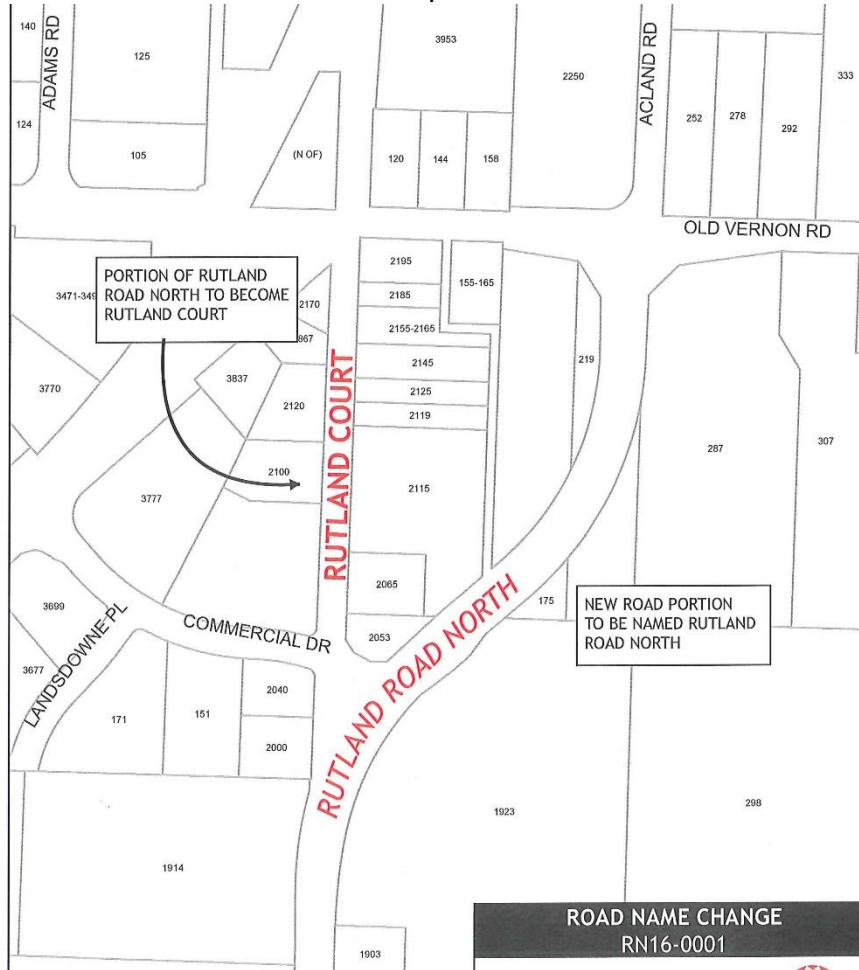
Mayor

---

City Clerk



Map "A"



# Report to Council



**Date:** April 25, 2016  
**Rim No.** 0220-20  
**To:** Mayor and Councillors  
**From:** Ron Mattiussi, City Manager  
**Subject:** 2016 Financial Plan - Final Budget

---

## **Recommendation:**

THAT COUNCIL adopts the 2016-2020 Financial Plan;

AND THAT Council approves the formulation of 2016 Property Tax Rates that will raise the required funds in 2016, from General Taxation, in the amount of \$119,879,430, resulting in an average net property owner impact of 4.11 per cent;

AND FURTHER THAT Bylaw No. 11227 being the 2016-2020 Financial Plan, Bylaw Nos. 11228 and 11229 being the 2016 Tax Rates and Bylaw Nos. 11230 and 11231 being the Reserve Fund Expenditures be advanced for reading consideration.

## **Purpose:**

To present the 2016 Final Budget submissions, the 2016-2020 Financial Plan and related bylaws to Council for their consideration and approval.

## **Background:**

Council approved the Provisional 2016 Financial Plan on Dec. 17, 2015 and it was amended on March 14, 2016 to include the 2015 carry-over projects. The Final Budget document includes emergency or Council initiated projects that are consolidated with the first two volumes into the 2016-2020 Financial Plan. Depending on the nature of the item being considered, these project adjustments can cause the final budget to go either up or down. The 2016 final adjustments result in a tax decrease of 0.01 per cent from the Provisional Budget tax requirement of 4.12 per cent to the Final Budget as presented, that reflects a net municipal property tax increase of approximately 4.11 per cent.

The timing of the Financial Plan preparation is to coincide with preparation of the Tax Rates bylaw in accordance with the Community Charter.

Financial Services has projected the 2016 municipal taxation requirements for the City of Kelowna as a result of receiving the following information:

- Revised roll totals, which represent final assessment information from BC Assessment, subsequent to the Court of Revision and incorporating final new construction information.
- Council approval of the 2016 Tax Distribution Policy.
- Additional requests from operating departments resulting from analysis of final 2015 operating results and additional projects identified since Provisional Budget.

#### Revenue Resulting from New Construction

Final new construction taxation revenues, based on the revised assessment roll, total \$1.667 million, a reduction of \$293,000 from the value estimated at Provisional Budget. This estimate was based on BC Assessment preliminary roll information, however, the final new construction level decreased from the earlier estimate once final roll information was prepared by BC Assessment. The total assessed value of new construction for 2016 is \$388.0 million, a 31 per cent increase compared to 2015 new construction assessments.

#### General Revenues

There is a net general revenue decrease of \$164,900 which is a result of a reduction of expected revenue from the Fortis BC Gas Franchise Fee Revenues.

#### Operating Program

The most significant operating impacts for Final Budget relate to revenue increases for Transit and Development Services.

An increase in ridership has resulted in higher projected transit revenues for 2016. Greater revenues are also expected in rezoning and permit and inspections for heating, plumbing, swimming pools, institutional alterations and new residential accessory and semi-detached buildings.

Another final budget request is for the new agreement with respect to Biology Casework Analysis. The Ministry of Justice Police Services has created cost sharing model for DNA analysis in BC, resulting in a new expense requirement of \$64,140, funded from taxation.

The Building Services branch will conduct a short circuit and arc flash incident energy analysis for multiple sites operated by the City of Kelowna as required by WorkSafe BC and the BC Safety Authority. This analysis is required for the City to be in compliance with the standard and mitigate/control arc flash hazards. The project will be funded by the Building Repair Reserve.

The Final Budget general fund operating requirements are summarized on the blue summary sheets titled "2016 Operating Requests" found on page 1 of the Final Budget document and result in a decrease of general purpose net Operating Expenditures totaling \$467,760, excluding the general revenue increase.

#### Capital Project

The 2016 final capital budget includes one request for Structural Repairs and Traffic Deck Coating at the Library Plaza Parkade, funded by parking reserves. The total general purpose pay-as-you-go funding is \$12.0 million, a decrease of \$678,705 from the 2015 Financial Plan taxation capital value.



The capital request for structural repairs and traffic deck coating at the Library Plaza Parkade includes various concrete repairs, reapplication of the traffic deck coating and epoxy injections into leaking cracks to ensure the facility reaches maximum life expectancy. The City will see efficiencies in performing this work now by allowing for temporary relocation of customers while excess capacity is available prior to full occupancy of the new Community Health & Services Center. The project is funded from Parking Reserve.

The Final Budget general fund capital requests are summarized on the yellow summary sheets titled "2016 Capital Requests" found on page 11 of the Final Budget document.

### Utilities

There are four utility operating requests presented for Final Budget consideration shown on page 7 of the final budget document. These represent changes to debt in Airport and Wastewater and revenue changes in Water and Wastewater.

### Net Property Owner Impact

2016 assessments came in at an increase of 8.74 per cent over 2015 assessments considering both market and new construction value changes. There was a 6.71 per cent increase in overall market values and a 1.55 per cent increase in new construction assessments.

A tax rate of 4.11 per cent means the owner of a single-family home with an average assessed value of \$501,410 will pay \$1,861 for the municipal portion of their property taxes.

A City property tax bill will also include other user fees such as curbside collection and levies for other taxing authorities (e.g. School District, Regional District of Central Okanagan, Library, Hospital and B.C. Assessment Authority).

The maximum that can be claimed for the Provincial Home Owner Grant remains the same as 2015, \$770 for homeowners under 65 years of age and \$1,045 for those 65 and over. The threshold before the grant begins to reduce has increased from \$1,100,000 in 2015 to \$1,200,000 in 2016. After \$1,200,000 the grant is reduced by \$5.00 for every \$1,000 of residential assessed value. Homeowners 65 and over, who do not qualify for the additional home owner grant amount due to the high assessment of their home, may apply to Home Owner Grant Administration. These can be low-income seniors, certain veterans and certain persons with disabilities.

The Property Tax Deferment program and the Family with Children Deferment program continues to be available. These low-interest loan programs assist qualifying homeowners in British Columbia in paying the annual property taxes on their homes.

No changes were announced to the 60 per cent school tax credit for major industry properties or the 50 per cent school tax credit for land classified as "farm".

## Conclusion

**The recommendation is for a net municipal property tax increase averaging 4.11 per cent.**

The 2016 Financial Plan continues to provide for the services, infrastructure and amenities expected by the citizens of Kelowna in a cost effective manner.

Legal/Statutory Authority:

Financial Plan under Section 165 of the Community Charter requires adoption of a 5 Year Financial Plan bylaw prior to the annual property tax bylaw. Annual property tax bylaw under Section 197 of the Community Charter, Council must establish tax rates by bylaw after adoption of the financial plan but before May 15<sup>th</sup>.

### **Internal Circulation:**

G. Davidson, Financial Services Director

### **Considerations not applicable to this report:**

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

A handwritten signature in black ink, appearing to read "Ron Mattiussi", is written over a light grey rectangular background.

R.L. (Ron) Mattiussi, MCIP  
City Manager

cc: Divisional Directors



# 2016 Financial Plan Final budget - volume 3

Kelowna, British Columbia



April 2016

City Hall  
1435 Water Street  
Kelowna, BC V1Y 1J4  
TEL 250-469-8542  
[financialplanning@kelowna.ca](mailto:financialplanning@kelowna.ca)

[kelowna.ca/budget](http://kelowna.ca/budget)





## 2016 Financial Plan Summary

### General Fund

	Provisional Budget	Change	Final Budget
2015 TAXATION DEMAND	\$113,540,720		\$113,540,720
<u>2016 FINANCIAL PLAN TAXATION DEMAND</u>			
NET OPERATING BUDGET	120,529,990	(467,760)	120,062,230
GENERAL REVENUES	(12,376,540)	164,900	(12,211,640)
TAXATION CAPITAL PROGRAM	12,028,840	0	12,028,840
2016 GROSS TAXATION DEMAND	120,182,290	(302,860)	119,879,430
LESS: NEW CONSTRUCTION	(1,960,000)	293,000	(1,667,000)
NET PROPERTY OWNER IMPACT	4.12%	(0.01%)	4.11%

**Portion:**

Police Services Building &amp; Contract Cost

Other

Total

1.97%
2.15%
<b>4.12%</b>

1.97%
2.14%
<b>4.11%</b>





## Summary of Schedules

### Overall Summary

The 2016 Financial Plan results in a Final Tax Demand of \$119.9 million. This represents a decrease of \$302,860 relative to the Provisional Financial Plan total. The total taxation revenue from new construction has decreased by \$293,000.

**The impact to the average property owner is 4.11%.**

A number of schedules have been prepared and are included in this document, along with detailed Operating and Capital Expenditure requests, as follows:

### Schedule 1 & 2 - Analysis of Tax Demand / Final Budget Summary

These first schedules provide a summary of all expenditure and revenue categories starting with the 2015 Final Tax Demand of \$113,540,720 and detailing changes in various categories which result in the proposed 2016 Final Tax Demand of \$119,879,430.

Final Budget requests for net general fund operating and capital expenditures from tax demand are summarized as follows:

General Operating (Net of All Revenues)	\$ (302,860)
Capital Expenditures from Tax Rate	<u>0</u>
	\$ (302,860)

The tax demand established at Provisional Budget was \$120,182,290. With the requests included in this volume, the tax demand decreases to \$119,879,430 resulting in a 4.11% net property owner impact.

### Schedules 3 & 4 - Analysis of Total Revenues/Expenditures

These schedules summarize the total 2016 Financial Plan operating and capital expenditures by fund and by revenue source. The total budget requirement is \$472.2M with \$281.4M for operating needs and \$190.8M for the 2016 capital program. Fees & Charges (22%) Reserve or Surplus funding (25%) and Taxation (25%) are the three largest revenue sources for the 2016 Financial Plan.

### Schedule 5 - Use of Tax Dollar by Service Area

Schedule 5 highlights the cost per service area and the resulting total municipal taxes for the average single family detached residential property (under 2 acres in size) in Kelowna for 2016. The average assessed value of \$501,410 was obtained from BC Assessment information.

**Schedule 6 - Ongoing Budget Impacts**

Schedule 6 provides a summary listing of the ongoing impacts of decisions made in the 2016 Financial Plan. There is a 1.24% increase for 2017 before considering the impacts of wage changes, borrowing or inflation.

**Schedule 7 - Financial Plan 2016 - 2020**

This schedule totals the 2016 Financial Plan requirements and the expected impacts on years 2016 - 2020. Further information for years 2021 to 2030 to match the term of the 20-Year Servicing Plan is also included.

**Summaries of Operating (blue) and Capital Requests (yellow)**

These provide a summary of all of the requests for operating and capital expenditures in both the General and Utility Funds.

The summary below indicates the **taxation and utility** funding requirements for the Financial Plan.

	<b><u>Operating</u></b>	<b><u>Capital</u></b>	<b><u>Total</u></b>	<b><u>Revenues</u></b>	<b><u>Net Impact</u></b>
General Fund	(467,760)	0	(467,760)	164,900	(302,860)
Water	33,600	0	33,600	0	33,600
Wastewater	(254,900)	0	(254,900)	0	(254,900)

## Analysis of Tax Demand Schedule 1

2015 PROPERTY TAXATION \$113,540,720				
2015 Gross Departmental Operating Expenditures	% Change		2016 Gross Departmental Operating Expenditures	
\$193,194,699	8.00%	\$15,460,856	\$208,655,555	
<b>Net Departmental Revenue</b>			<b>Net Departmental Revenue</b>	
\$84,123,049	11.10%	\$9,337,565	\$93,460,614	
<b>2015 Net Departmental Operating Expend.</b>			<b>2016 Net Departmental Operating Expend.</b>	
\$109,071,650	5.61%	\$6,123,291	\$115,194,941	
<b>Net General Debt</b>			<b>Net General Debt</b>	
\$3,706,255	31.33%	\$1,161,034	\$4,867,289	
<b>Capital Expenditures From General Taxation</b>			<b>Capital Expenditures From General Taxation</b>	
\$12,707,545	(5.34%)	(\$678,705)	\$12,028,840	
\$125,485,450	5.26%	\$6,605,620	\$132,091,070	
<b>General Revenues</b>			<b>General Revenues</b>	
\$11,944,730	2.23%	\$266,910	\$12,211,640	
<b>2016 GROSS TAX DEMAND</b>		\$119,879,430		
<b>LESS: NEW CONSTRUCTION REVENUE</b>		\$1,667,000		
<b>NET PROPERTY OWNER IMPACT</b>		4.11%		



## General Fund Tax Demand Schedule 2

2015 TAXATION DEMAND \$ 113,540,720

PROVISIONAL BUDGET TAX DEMAND 120,182,290

### FINAL BUDGET SUBMISSIONS

GENERAL REVENUES	\$164,900	
OPERATING REQUESTS	<u>(467,760)</u>	(302,860)

CAPITAL PROJECT REQUESTS		0
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TOTAL FINAL BUDGET ADDITIONS		<u>(302,860)</u>
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<b>2016 FINAL TAX DEMAND</b>		<b>119,879,430</b>
------------------------------	--	--------------------

LESS: NEW CONSTRUCTION REVENUE		1,667,000
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### NET PROPERTY OWNER IMPACT

<i>PROVISIONAL BUDGET</i>	<i>4.12%</i>	
PROTECTIVE SERVICES (Police Services: Building & Contract)		1.97%
OTHER		2.14%
<b>FINANCIAL PLAN - FINAL BUDGET</b>		<b>4.11%</b>

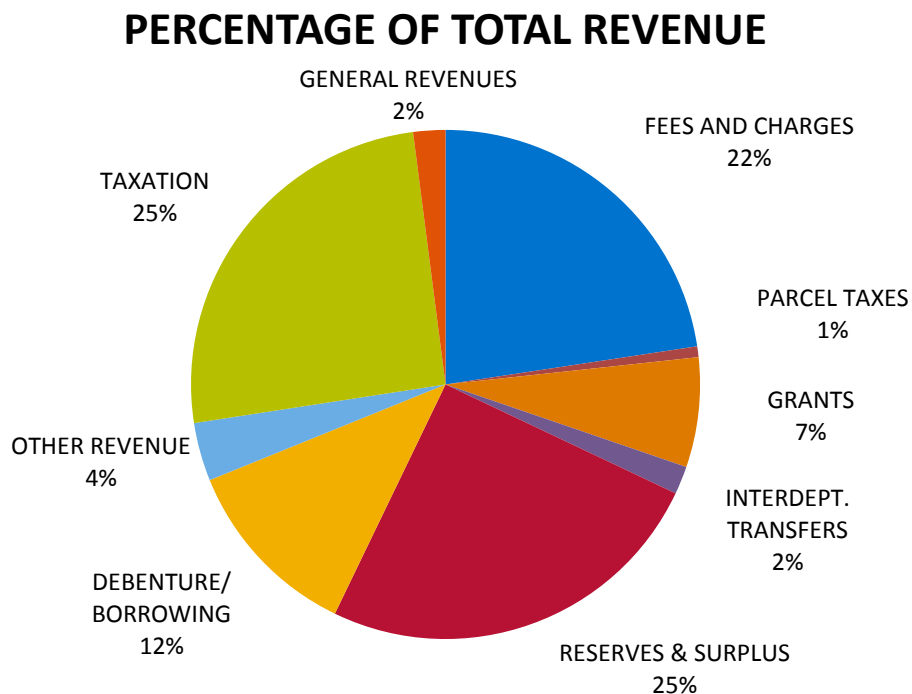
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## Analysis of Total Revenues

### Schedule 3

(in Millions)

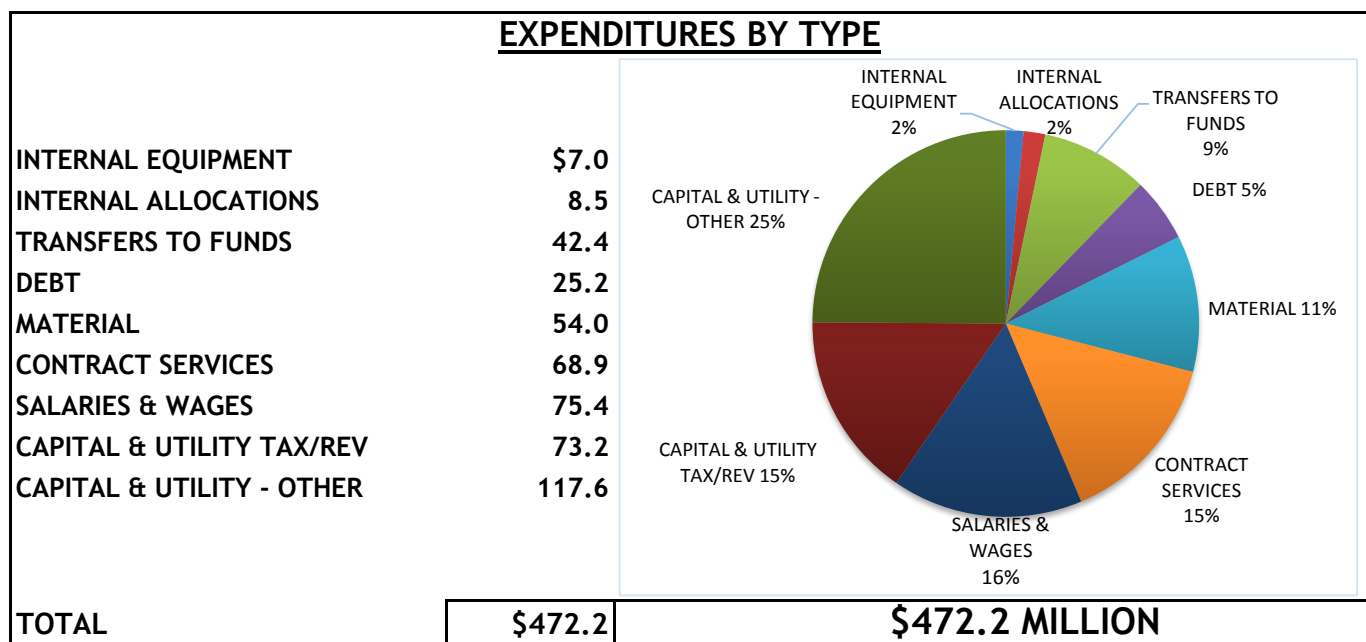
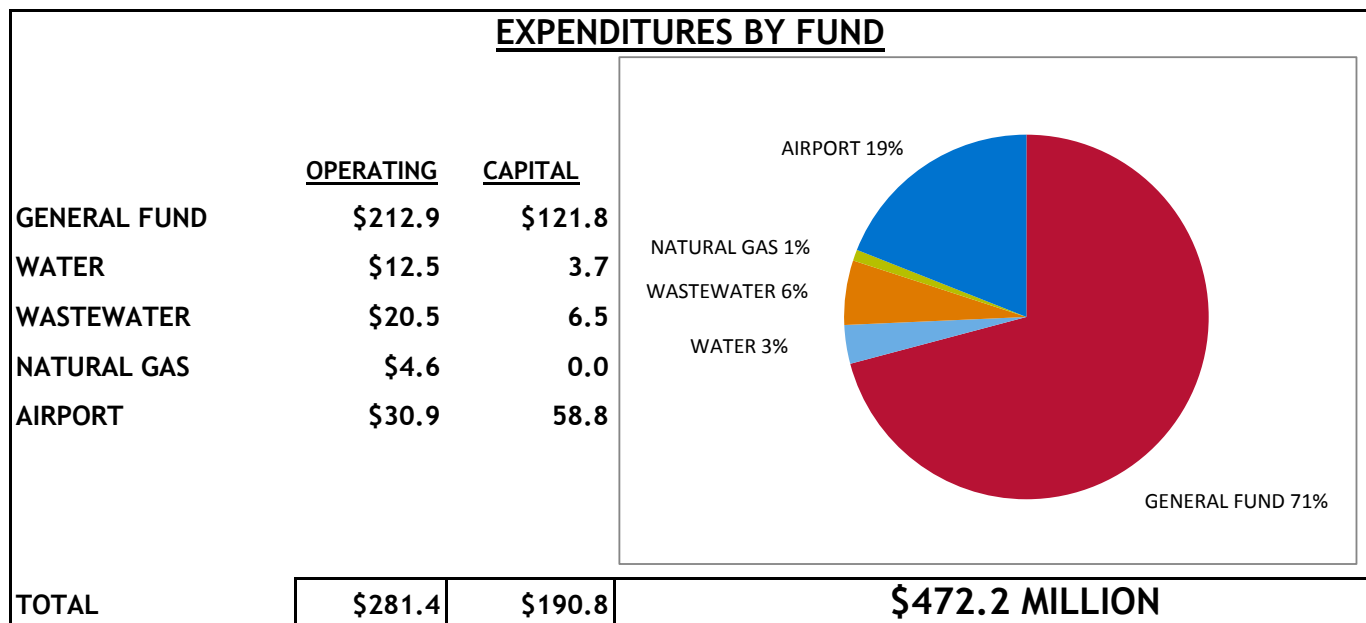
TAXATION	119.9
PARCEL TAXES	3.2
FEES AND CHARGES	106.8
GRANTS	32.9
INTERDEPT. TRANSFERS	8.4
RESERVES AND SURPLUS	118.6
DEBENTURE/BORROWING	55.3
OTHER REVENUE	17.5
GENERAL REVENUES <i>(Excluding Fees and Charges)</i>	9.6
<b>TOTAL</b>	<b>\$472.2 MILLION</b>



# Analysis of Total Expenditures

## Schedule 4

(in Millions)





## Using the Tax Dollar Schedule 5

BASED ON A 2016 AVERAGE SINGLE FAMILY DETACHED RESIDENCE

ASSESSED PROPERTY VALUE OF \$501,410

(Municipal Portion of Taxes)

SERVICE AREA	COST	PERCENT OF TOTAL	PERCENT IN 2015
POLICE SERVICES	\$513.44	25.4 %	25.0 %
FIRE DEPARTMENT	251.33	12.4	12.2
CIVIC OPERATIONS			
Street Lights	35.37	1.7	1.9
Building Services	171.06	8.5	8.7
Parks Services	221.30	10.9	10.7
Transportation Services	201.12	9.9	10.6
Utility Services	27.17	1.3	1.7
PLANNING & DEVELOPMENT	114.27	5.6	5.4
ACTIVE LIVING & CULTURAL SERVICES	85.99	4.2	4.0
REGIONAL PROGRAMS	7.84	0.4	0.4
PUBLIC TRANSIT	104.82	5.2	5.5
DEBT	76.90	3.8	3.0
GRANTS OR TRANSFERS TO EXTERNAL ORGANIZATIONS OR INDIVIDUALS	49.61	2.5	2.6
WASTE COLLECTION & DISPOSAL	163.02	8.1	8.3
<b>TOTAL</b>	<b>\$2,023.23</b>	<b>100.0 %</b>	<b>100.0 %</b>

## Ongoing Financial Plan Impacts Schedule 6

### 2017 Financial Plan

#### ADDITIONAL COST INCREASES

OTHER INCREMENTAL COSTS - 2015	832,534
OTHER INCREMENTAL COSTS - 2016	1,344,410

<b>TOTAL ADDITIONAL COSTS</b>	<b>2,176,944</b>
-------------------------------	------------------

<b>TAX IMPACT</b>	<b>1.82%</b>
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#### ONE TIME COSTS/REVENUES

MISCELLANEOUS ONE TIME OPERATING COSTS	(692,300)
ONE TIME EXPENDITURE REDUCTION	0

<b>TOTAL ONE TIME COSTS</b>	<b>(692,300)</b>
-----------------------------	------------------

<b>TAX IMPACT</b>	<b>(0.58%)</b>
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<b>IMPACT ON 2017 BUDGET - SUBTOTAL</b>	<b>1,484,644</b>
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	<b>1.24%</b>
--	--------------

# Financial Plan 2016 - 2020

## Schedule 7

	2016	2017	2018	2019	2020	2021-2030
<b>REVENUE</b>						
PROPERTY VALUE TAX	119,879,430	126,418,833	133,163,297	139,873,658	146,621,819	1,793,646,313
LIBRARY REQUISITION	5,756,024	5,888,413	6,023,846	6,162,394	6,304,130	71,592,421
PARCEL TAXES	3,223,783	3,263,441	3,286,590	3,310,106	3,315,787	34,332,234
FEES AND CHARGES	106,746,093	109,734,726	111,367,172	113,311,918	115,947,582	1,299,290,083
BORROWING PROCEEDS	55,276,560	-	-	-	-	89,000,000
OTHER SOURCES	62,694,808	52,235,708	45,043,983	52,334,027	50,601,845	570,088,175
	353,576,698	297,541,121	298,884,887.43	314,992,103.06	322,791,163.99	3,857,949,226
<b>TRANSFERS BETWEEN FUNDS</b>						
RESERVE FUNDS	3,426,636	2,231,501	2,231,303	2,231,094	1,631,594	13,341,983
DCC FUNDS	13,119,310	19,154,057	21,400,501	21,053,485	31,223,270	163,065,700
SURPLUS/RESERVE ACCOUNTS	102,079,775	56,433,187	57,312,956	36,826,288	56,966,588	264,442,430
	118,625,721	77,818,744	80,944,760	60,110,867	89,821,452	440,850,113
<b>TOTAL REVENUE</b>	<b>472,202,419</b>	<b>375,359,865</b>	<b>379,829,648</b>	<b>375,102,970</b>	<b>412,612,616</b>	<b>4,298,799,338</b>
<b>EXPENDITURES</b>						
<b>MUNICIPAL DEBT</b>						
DEBT INTEREST	11,664,060	12,238,919	12,214,879	8,853,533	7,662,060	66,518,128
DEBT PRINCIPAL	13,498,254	13,391,604	14,699,076	11,565,938	8,463,806	64,128,675
CAPITAL EXPENDITURES	190,827,480	91,589,675	88,270,800	74,820,189	109,768,109	826,484,594
<b>OTHER MUNICIPAL PURPOSES</b>						
GENERAL GOVERNMENT	27,170,244	27,711,268	28,594,708	29,466,037	30,327,549	328,757,898
PLANNING, DEVELOPMENT &						
BUILDING SERVICES	24,216,452	22,678,943	23,952,392	24,779,277	25,647,455	275,606,795
COMMUNITY SERVICES	79,025,868	79,657,865	81,936,252	84,647,345	87,606,264	1,056,070,646
PROTECTIVE SERVICES	51,283,115	54,584,686	57,528,149	60,542,825	64,195,225	783,164,488
UTILITIES	19,375,599	19,908,841	20,575,440	21,110,667	21,687,027	251,344,398
AIRPORT	12,684,609	12,902,556	13,418,237	13,882,225	14,364,189	172,458,732
	429,745,681	334,664,357	341,189,934	329,668,038	369,721,685	3,824,534,354
<b>TRANSFERS BETWEEN FUNDS</b>						
RESERVE FUNDS	15,626,706	16,693,234	16,761,320	16,693,383	16,613,357	160,787,118
DCC FUNDS	-	-	-	-	-	-
SURPLUS/RESERVE ACCOUNTS	26,830,032	24,002,274	21,878,394	28,741,549	26,277,573	313,477,866
	42,456,738	40,695,509	38,639,714	45,434,932	42,890,930	474,264,985
<b>TOTAL EXPENDITURES</b>	<b>472,202,419</b>	<b>375,359,865</b>	<b>379,829,648</b>	<b>375,102,970</b>	<b>412,612,616</b>	<b>4,298,799,338</b>





## 2016 FINANCIAL PLAN VOLUME 3

Detailed Requests  
General & Utility Funds  
Operating & Capital



## 2016 Operating Requests

FINAL Budget  
Summary  
General Fund

Page	Description	Cost	Reserve	Borrow	Gov/Contr	Revenue	Utility	Taxation	Cat
<b>Infrastructure</b>									
<b>Regional Services</b>									
3	Transit Revenues	0	0	0	0	(245,600)	0	245,600	OG
	Department Priority Total	0	0	0	0	(245,600)	0	245,600	
<b>Community Planning &amp; Real Estate</b>									
Shared *	Development Services Revenue	0	0	0	0	(50,000)	0	50,000	OT
	Department Priority Total	0	0	0	0	(50,000)	0	50,000	
<b>Community Planning &amp; Real Estate</b>									
<b>Development Services</b>									
3	Development Services Revenue	0	0	0	0	(236,300)	0	236,300	OT
	Department Priority Total	0	0	0	0	(236,300)	0	236,300	
<b>Civic Operations</b>									
<b>Building Services</b>									
4	Civic Building - Arc Flash Hazard Analysis	70,000	(70,000)	0	0	0	0	0	OT
	Department Priority Total	70,000	(70,000)	0	0	0	0	0	
<b>Corporate &amp; Protective Services</b>									
<b>Police Services</b>									
4	DNA Analysis Services Fee	64,140	0	0	0	0	0	(64,140)	OG
	Department Priority Total	64,140	0	0	0	0	0	(64,140)	
<b>Corporate &amp; Protective Services</b>									
<b>General Revenue</b>									
5	FortisBC Gas Franchise Fee Revenue	0	0	0	0	164,900	0	(164,900)	OG
	Department Priority Total	0	0	0	0	164,900	0	(164,900)	
<b>Corporate &amp; Protective Services</b>									
<b>Debt &amp; Other</b>									
5	Transmission of Taxes - BIA's and Other Governments	100,446,873	0	0	0	(100,446,873)	0	0	OT
	Department Priority Total	100,446,873	0	0	0	(100,446,873)	0	0	
	Total Priority Operating	100,581,013	(70,000)	0	0	(100,813,873)	0	302,860	





## 2016 Operating Request Details

Division:	Infrastructure	Priority:	1
Department:	Regional Services		ON-GOING
Title:	Transit Revenues		EXISTING

**Justification:**

This request is to increase the transit pass revenue budget to reflect the increase in ridership and 2015 transit fares.

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Corporate Framework: A WELL-RUN CITY - Strong Financial Management

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2016	0	0	0	0	0	(245,600)	0	245,600
2017	0	0	0	0	0	(245,600)	0	245,600
2018	0	0	0	0	0	(245,600)	0	245,600

---

Division:	Community Planning & Real Estate	Priority:	1
Department:	Development Services		ONE-TIME
Title:	Development Services Revenue		NEW

**Justification:**

This request is to increase revenue budgets to reflect the 2016 increase in projected annual revenue for rezoning and permit and inspections for heating, plumbing, swimming pools, institutional alterations and new residential accessory and semi-detached buildings.

---

Corporate Framework: RESILIENT, WELL-MANAGED INFRASTRUCTURE - Planning Excellence

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2016	0	0	0	0	0	(286,300)	0	286,300

## 2016 Operating Request Details

Division:	Civic Operations	Priority:	1
Department:	Building Services		ONE-TIME
Title:	Civic Building - Arc Flash Hazard Analysis		NEW

### Justification:

Conduct a short circuit, coordination, and arc flash incident energy analysis for multiple sites operated by the City of Kelowna. This requirement is being driven by WorksafeBC and the BC Safety Authority who have adopted CSA Z-462 Standard to ensure worker safety and protect against equipment downtime. This analysis is required for the City to be in compliance with the standard and mitigate/control arc flash hazards.

Corporate Framework: RESILIENT, WELL-MANAGED INFRASTRUCTURE - Efficient Civic Buildings & Facilities								
	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2016	70,000	(70,000)	0	0	0	0	0	0

Division:	Corporate & Protective Services	Priority:	1
Department:	Police Services		ON-GOING
Title:	DNA Analysis Services Fee		NEW

### Justification:

A new agreement with respect to Biology Casework Analysis has been endorsed by the Provincial Minister of Justice (MOJ), Attorney General and the Federal Minister of Public Safety and Emergency Preparedness. MOJ Police Services has created a cost sharing model calculated on the total cost for DNA analysis in BC, distributed proportionally based on the agency's two year average usage.

Corporate Framework: A WELL-RUN CITY - Strong Financial Management								
	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2016	64,140	0	0	0	0	0	0	(64,140)
2017	79,990	0	0	0	0	0	0	(79,990)
2018	83,440	0	0	0	0	0	0	(83,440)

## 2016 Operating Request Details

Division:	Corporate & Protective Services	Priority:	1
Department:	Financial Services		ON-GOING
Title:	FortisBC Gas Franchise Fee <b>Revenue</b>		EXISTING

### Justification:

This request is to adjust the franchise fee revenue due from FortisBC to \$1,152,140 from the 2016 provisional amount of \$1,317,040. The fee is based on 3% of the gross revenues from natural gas sales within the City of Kelowna during the 2015 calendar year.

Corporate Framework: A WELL-RUN CITY - Strong Financial Management

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2016	0	0	0	0	0	164,900	0	(164,900)
2017	0	0	0	0	0	164,900	0	(164,900)
2018	0	0	0	0	0	164,900	0	(164,900)

Division:	Corporate & Protective Services	Priority:	1
Department:	Financial Services		ONE-TIME
Title:	Transmission of Taxes - <b>BIA's and Other</b> Governments		EXISTING

### Justification:

To establish the receipt and disbursement of taxes to **Business Improvement Areas (BIA's)** and other governments.

	2015.....	2016(est.)
RDCO.....	10,262,617.....	10,516,866
RDCO SIR Land Levy.....	719,379.....	725,944
RDCO SIR Parcel Tax.....	336,119.....	329,755
RDCO Mosquito Control Levy.....	171,172.....	169,010
BC Assessment Auth.....	2,020,908.....	2,020,908
School Tax.....	67,130,662.....	68,473,275
Kelowna Downtown BIA.....	804,276.....	828,404
Uptown Rutland BIA.....	169,300.....	172,700
Regional Hospital.....	11,330,950.....	11,453,987
Okanagan Regional Lib.....	5,591,643.....	5,756,024
<b>Total</b>	<b>\$98,537,026</b>	<b>\$100,446,873</b>

Corporate Framework: A WELL-RUN CITY - Strong Financial Management

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2016	100,446,873	0	0	0	0	(100,446,873)	0	0





# 2016 Operating Requests

## FINAL Budget Summary Utility Funds

Page	Description	Cost	Reserve	Borrow	Gov/Contr	Revenue	Utility	Cat
<b><u>Water</u></b>								
9	Water Revenues	0	0	0	0	33,600	(33,600)	OG
	<b>Department Priority Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,600</b>	<b>(33,600)</b>	
<b><u>Wastewater</u></b>								
9	Debt Changes - Wastewater	(153,085)	0	0	0	153,085	0	OG
10	Wastewater Revenues	0	0	0	0	(254,900)	254,900	OG
	<b>Department Priority Total</b>	<b>(153,085)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(101,815)</b>	<b>254,900</b>	
<b><u>Airport</u></b>								
10	2016 Airport Debt	(130,336)	130,336	0	0	0	0	OG
	<b>Department Priority Total</b>	<b>(130,336)</b>	<b>130,336</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>Total Priority Operating</b>	<b>(283,421)</b>	<b>130,336</b>	<b>0</b>	<b>0</b>	<b>(68,215)</b>	<b>221,300</b>	



## 2016 Operating Request Details

Division:	Civic Operations	Priority:	1
Department:	Utility Services		ON-GOING
Title:	Water Revenues		EXISTING

**Justification:**

An increase of \$708,960 at Provisional Budget has been adjusted to reflect a full year of 2015 revenue results. This request is to adjust water revenue expectations for 2016 as follows:

Commercial Water Sales Increase: \$23,400

Domestic Water Sales Decrease: \$57,000

Corporate Framework: RESILIENT, WELL-MANAGED INFRASTRUCTURE - Well-Maintained Utilities

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility
2016	0	0	0	0	0	33,600	(33,600)
2017	0	0	0	0	0	33,600	(33,600)
2018	0	0	0	0	0	33,600	(33,600)

Division:	Civic Operations	Priority:	1
Department:	Utility Services		ON-GOING
Title:	Debt Changes - Wastewater		NEW

**Justification:**

To adjust principal, interest, and debt recoveries related to borrowing for the Okaview and North Rutland spec areas. The lending rate was reset from 4.17% to 1.80% effective with the Spring 2016 payment.

Corporate Framework: A WELL-RUN CITY - Strong Financial Management

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility
2016	(153,085)	0	0	0	0	153,085	0
2017	(153,085)	0	0	0	0	153,085	0
2018	(153,085)	0	0	0	0	153,085	0

## 2016 Operating Request Details

Division:	Civic Operations	Priority:	1
Department:	Utility Services		ON-GOING
Title:	Wastewater Revenues		EXISTING

**Justification:**

An increase of \$943,700 at Provisional Budget has been adjusted to reflect a full year of 2015 revenue results. This request is to adjust wastewater revenue expectations for 2016 as follows:

Commercial Sales Increase: \$97,600

Residential Sales Increase: \$157,300

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Corporate Framework: RESILIENT, WELL-MANAGED INFRASTRUCTURE - Well-Maintained Utilities

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	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility
2016	0	0	0	0	0	(254,900)	254,900
2017	0	0	0	0	0	(254,900)	254,900
2018	0	0	0	0	0	(254,900)	254,900

---

Division:	Strategic Services	Priority:	1
Department:	Airport		ON-GOING
Title:	2016 Airport Debt		NEW

**Justification:**

To adjust principal and interest payments for the airport **debt** borrowing.

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Corporate Framework: A WELL-RUN CITY - Strong Financial Management

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	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility
2016	(130,336)	130,336	0	0	0	0	0
2017	(130,336)	130,336	0	0	0	0	0
2018	(130,336)	130,336	0	0	0	0	0

---



## 2016 Capital Requests

## FINAL Budget

## Summary

## General Fund

Page	Project	Description	Asset Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Utility	Taxation
<b>Real Estate Capital - Priority 1</b>									
Renew									
13	3082XX	Library Plaza Parkade - Structural Repairs and Traffic Deck Coating	643,000	(643,000)	0	0	0	0	0
Total Renew			643,000	(643,000)	0	0	0	0	0
Cost Center Totals			643,000	(643,000)	0	0	0	0	0
Grand Total			643,000	(643,000)	0	0	0	0	0



## 2016 Capital Request Details

Department:	Capital Projects	Priority:	1	Renew
Cost Center:	Real Estate Capital			
Title:	Library Plaza Parkade - Structural Repairs and Traffic Deck Coating			\$643,000

**Justification:**

A structural evaluation of the original Library Plaza parkade, constructed in 1995, was performed in 2015. The report recommends various concrete repairs, reapplication of the traffic deck coating and epoxy injections into leaking cracks. This rehabilitation is necessary to ensure the facility's maximum life expectancy can be achieved. Ideally, the work will be performed immediately following completion of the new Memorial Parkade. This will allow for temporary relocation of customers while excess capacity is available prior to full occupancy of the new Community Health & Services Center. Major maintenance for this facility was included in the 2017 capital plan and approval would result in completion one year earlier than originally planned.

**Project Driver:** Asset Preservation (renewal and replacement to achieve anticipated service life).

**Corporate Framework:** RESILIENT, WELL-MANAGED INFRASTRUCTURE - Efficient Civic Buildings & Facilities

Asset Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Utility	Taxation
643,000	(643,000)	0	0	0	0	0





## Section B

### Revenue Sources & Trends



## REVENUE SOURCES & TRENDS SUMMARY

### TAXATION

Taxation is a major revenue source in the General Fund and accounts for 25% of the 2016 total revenue estimate of \$472.2 million. Over the five-year period of the Financial Plan, the taxation requirement is estimated to increase annually by growth (1.58%) and inflation (2.0%). The projected impact on the existing taxpayer will be the inflation component, a portion of the cost of this service level increase and debt repayment impacts for future borrowing.

### GENERAL REVENUES

Many general revenue categories are anticipated to increase by growth and/or inflation in the coming years. Revenues from general interest and tax penalties are expected to increase by growth and Federal and Provincial contributions are expected to increase by inflation only. General revenues are anticipated to increase by approximately 2.5% in 2017, 2.4% in 2018, and 2.5% in 2019 through 2020.

### FEES & CHARGES (Utility Revenues)

The City of Kelowna operates Water, Wastewater, and Natural Gas Utilities. The Water and Wastewater Utilities each had a rate increase of 2% in 2015 & 2016. The Utilities rates will be reviewed again in 2016 to determine if rates are sufficient to support capital requirements in future years. The Natural Gas Utility will continue to contribute \$20,000 to the general operating fund on an annual basis as a return on investment to the taxpayers.

The Water Utility is limited in growth in that their service area boundaries are not citywide. Future revenue estimates are factored for both growth and inflation.

The City Wastewater Utility operates citywide. Future growth potential is limited by infrastructure cost and the availability of Provincial capital support funding. Future local service areas have been identified and the number of sewer customers and amount of revenue generated is scheduled to increase slightly over the next five years. Future revenue estimates are factored for both growth and inflation.

The Airport expects an increase in passenger activity of two percent (2.0%) for 2016 with continued growth in future years. The Drive to 1.6 Million Passengers and the Flight to 2020 Capital Programs have been refined with phased construction triggered by passenger demand. Significant revenues continue to be derived from the Airport Improvement Fee that has been used to fund the Airport's expansion program.

### FEES & CHARGES (General Fund Department Revenues)

Fees and charges are the second largest source of revenue (22%) and can be attributed to a number of Divisions including Civic Operations, Active Living & Culture, Community Planning & Real Estate and Infrastructure. As part of the City's corporate priority plan a review of all fees and charges is scheduled to ensure the City is current with all rate structures and that sound policies and practices are being developed and followed.

The Civic Operations Division, which includes Fleet Services, Parks, Public Works and Utility Services, generates the largest proportion of revenue from fees & charges in the areas of internal equipment charges, cemetery operations, landfill tipping fees and waste collection. The Fleet Services branch recovers operating costs, overhead, and

replacement cost on all equipment owned by the City by charging user departments internal equipment charges. Internal equipment revenue has been estimated to be at a relatively stable level and future revenue has been adjusted for inflation.

Revenue in the Active Living & Culture Division is generated from a wide variety of services including facility rentals and sales revenues along with program revenue and recreation facility use revenues. Estimates of future revenue generation have been factored for growth and inflation.

The City's Community Planning & Real Estate Division generates revenue in the form of permit and inspection fees along with subdivision fees and other service revenues. Real Estate generates revenues in the area of rentals from properties owned by the City and from parking throughout the city. Future revenues have been factored by inflation as there is little anticipated growth in the inventory of these real estate assets.

The Infrastructure Division includes transit revenues in the Regional Services branch. The transit revenues have been factored for growth as ridership increases with anticipated expanded service.

## **BORROWING**

The borrowing requirements in 2016 is associated with the police services building, library parkade expansion and memorial parkade. There are no further borrowing requirements for the years 2017 to 2020 of the five-year financial plan.

## **GOVERNMENT GRANTS**

For operating grants the focus has been on community & neighbourhood programs for healthy living, urban forestry for wildfire mitigation and the grant back of carbon tax paid by the City to allow investment in greenhouse gas reduction programs. The most significant grant area is for our transit partnership. The province provides 47% funding for conventional transit costs and 67% funding for custom transit costs. This amounts to approximately \$9.4 million per year.

Grants in lieu of taxes from provincial and federal governments have remained fairly steady for the last few years. Grants from the Okanagan Basin Water Board for wastewater collection costs and water quality improvements initiatives are averaging \$290,000 per year.

The budget for gaming revenues has not changed for 2016. These funds are included in the RCMP budget as they are applied against Police costs.

## **RESERVES AND SURPLUS**

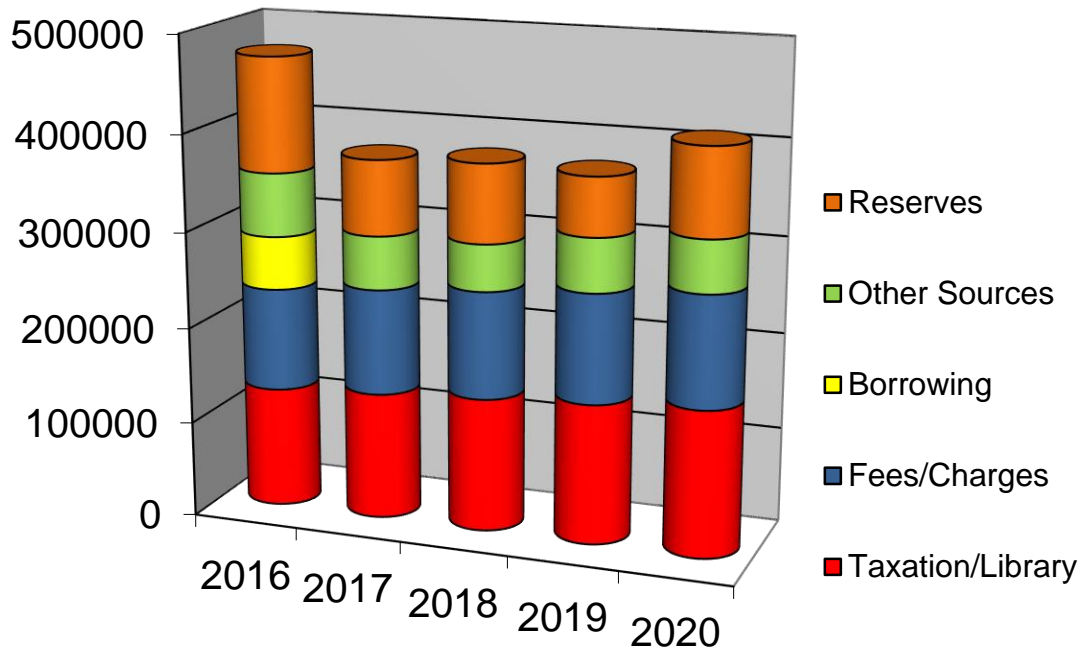
This revenue source is mainly used in the capital programs for major works. A balance must be maintained between expenditure levels and reserve replenishment to ensure this funding source can continue. The 10 Year Capital Plan relies on surplus funds being contributed to reserve on an annual basis. Reserve funding requirements vary significantly depending on the annual capital programs. Surplus amounts within the Utility programs will vary on an annual basis mainly dependent on the extent of the capital program for that year. On the chart below, reserve funding totals are higher in 2016 due to carry-over projects.



**SUMMARY OF REVENUE SOURCES**

The following graph summarizes the City's revenue sources.

***REVENUE SOURCES 2016-2020 (000'S)***





## Section C

### 2016 - 2020 Financial Plan





## CITY OF KELOWNA FINANCIAL PLAN 2016 - 2020

The City of Kelowna has developed a comprehensive Financial Plan that provides a five year summary of general revenues, operating expenditures and capital expenditures. The Financial Plan has been developed to help guide the City throughout the next five years. The format of the plan keeps the General Fund separate from the Utility Funds to clearly identify the taxation requirements for the five year period.

The Financial Plan attempts to provide a 'snapshot' of the future using current standards and service levels. Input from the citizens of Kelowna, the availability of funding from other sources (Federal, Provincial, and Community), the Official Community Plan, 20 Year Servicing Plan and 10 Year Capital Plan, all affect the programs included in the future years of the plan. The 10 Year Capital Plan, as revised in 2016, has provided a guideline for future capital through to 2030 in this Financial Plan. The Financial Plan is intended to provide guidance and information upon which to base current and future expenditure decisions. It will aid in the understanding of the City's financial position and financing capabilities over the next five years.

The development of the Financial Plan follows from the 2016 budget process which includes:

- Provisional Budget - approved by Council December 17, 2015
- Carryover Requests - approved by Council March 14, 2016
- Final Budget - approved by Council on April 25, 2016

Although most of this volume is devoted to the Provisional Budget details, the changes made by Council at Provisional, Carryover, and Final Budget, together, provide the 2016 portion of the Financial Plan.

For the years after 2016, the operating budget is adjusted for current one-time projects, changes in operating requirements from approved prior years, and from new capital along with a growth and/or inflation factor depending on the nature of the revenue or expenditure. As with any planning exercise, the level of certainty and detail is most appropriately found in the current year. Future year assumptions are required to project general revenues, incremental operating expenditures to support new capital, debt servicing and ongoing departmental revenues and expenditures. For 2017 to 2020 projections, the assumptions used in the creation of the financial plan include:

- An inflation rate of 2.00% per year has been used for many of the operating costs and for some revenues.
- A growth rate of 1.58% per year (as per the Official Community Plan) for 2017 to 2020 has been used for various revenues and expenditures and for incremental taxation revenue. Growth rates for the utilities are based on servicing expectations over the next five years which may include existing residential or commercial units.
- MFA amortization schedules and estimated rates are used as a basis for projected principal and interest where applicable.
- There is no change in current service levels except as provided for in the capital program.
- Reserve funding is used for both operating and capital programs to reduce the requirement for increased taxation.

The Financial Plan summary can be found on page C1. This summary is used for the Financial Plan bylaw. The final column of the Financial Plan is included at the request of the Ministry of Community, Sport and Cultural Development for information to support the City of Kelowna's 20 Year Servicing Plan (to year 2030). Further impact summaries can be found in the following pages and various summary graphs precede the background operating and capital five year projection details.

There are many factors that impact the well-being of the City of Kelowna. Both infrastructure improvements and social amenities such as parks, recreational and cultural programs are required to provide a balanced quality of life. By prioritizing operating and capital expenditures this plan will help to maximize the investment in the community where and when it is most needed.



## Financial Plan 2016 - 2020

	2016	2017	2018	2019	2020	2021-2030
<b>REVENUE</b>						
PROPERTY VALUE TAX	119,879,430	126,418,833	133,163,297	139,873,658	146,621,819	1,793,646,313
LIBRARY REQUISITION	5,756,024	5,888,413	6,023,846	6,162,394	6,304,130	71,592,421
PARCEL TAXES	3,223,783	3,263,441	3,286,590	3,310,106	3,315,787	34,332,234
FEES AND CHARGES	106,746,093	109,734,726	111,367,172	113,311,918	115,947,582	1,299,290,083
BORROWING PROCEEDS	55,276,560	-	-	-	-	89,000,000
OTHER SOURCES	62,694,808	52,235,708	45,043,983	52,334,027	50,601,845	570,088,175
	353,576,698	297,541,121	298,884,887.43	314,992,103.06	322,791,163.99	3,857,949,226
<b>TRANSFERS BETWEEN FUNDS</b>						
RESERVE FUNDS	3,426,636	2,231,501	2,231,303	2,231,094	1,631,594	13,341,983
DCC FUNDS	13,119,310	19,154,057	21,400,501	21,053,485	31,223,270	163,065,700
SURPLUS/RESERVE ACCOUNTS	102,079,775	56,433,187	57,312,956	36,826,288	56,966,588	264,442,430
	118,625,721	77,818,744	80,944,760	60,110,867	89,821,452	440,850,113
<b>TOTAL REVENUE</b>	<b>472,202,419</b>	<b>375,359,865</b>	<b>379,829,648</b>	<b>375,102,970</b>	<b>412,612,616</b>	<b>4,298,799,338</b>
<b>EXPENDITURES</b>						
<b>MUNICIPAL DEBT</b>						
DEBT INTEREST	11,664,060	12,238,919	12,214,879	8,853,533	7,662,060	66,518,128
DEBT PRINCIPAL	13,498,254	13,391,604	14,699,076	11,565,938	8,463,806	64,128,675
CAPITAL EXPENDITURES	190,827,480	91,589,675	88,270,800	74,820,189	109,768,109	826,484,594
<b>OTHER MUNICIPAL PURPOSES</b>						
GENERAL GOVERNMENT	27,170,244	27,711,268	28,594,708	29,466,037	30,327,549	328,757,898
PLANNING, DEVELOPMENT &						
BUILDING SERVICES	24,216,452	22,678,943	23,952,392	24,779,277	25,647,455	275,606,795
COMMUNITY SERVICES	79,025,868	79,657,865	81,936,252	84,647,345	87,606,264	1,056,070,646
PROTECTIVE SERVICES	51,283,115	54,584,686	57,528,149	60,542,825	64,195,225	783,164,488
UTILITIES	19,375,599	19,908,841	20,575,440	21,110,667	21,687,027	251,344,398
AIRPORT	12,684,609	12,902,556	13,418,237	13,882,225	14,364,189	172,458,732
	429,745,681	334,664,357	341,189,934	329,668,038	369,721,685	3,824,534,354
<b>TRANSFERS BETWEEN FUNDS</b>						
RESERVE FUNDS	15,626,706	16,693,234	16,761,320	16,693,383	16,613,357	160,787,118
DCC FUNDS	-	-	-	-	-	-
SURPLUS/RESERVE ACCOUNTS	26,830,032	24,002,274	21,878,394	28,741,549	26,277,573	313,477,866
	42,456,738	40,695,509	38,639,714	45,434,932	42,890,930	474,264,985
<b>TOTAL EXPENDITURES</b>	<b>472,202,419</b>	<b>375,359,865</b>	<b>379,829,648</b>	<b>375,102,970</b>	<b>412,612,616</b>	<b>4,298,799,338</b>







## General Fund Tax Impact Summary

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
GENERAL REVENUES	(12,211,640)	(12,519,598)	(12,822,499)	(13,138,167)	(13,463,207)
NET OPERATING BUDGET	120,062,230	126,151,954	132,400,351	138,584,787	144,773,988
PAY-AS-YOU-GO CAPITAL	12,028,840	12,786,478	13,585,445	14,427,037	15,311,039
<b>TAXATION DEMAND</b>	<b><u>119,879,430</u></b>	<b><u>126,418,833</u></b>	<b><u>133,163,297</u></b>	<b><u>139,873,658</u></b>	<b><u>146,621,819</u></b>
NEW CONSTRUCTION TAX REVENUE	(1,667,000)	(1,894,095)	(1,997,418)	(2,103,980)	(2,210,004)
<b>NET PROPERTY OWNER IMPACT</b>	<b><u>4.11%</u></b>	<b><u>4.09%</u></b>	<b><u>4.18%</u></b>	<b><u>4.06%</u></b>	<b><u>4.00%</u></b>

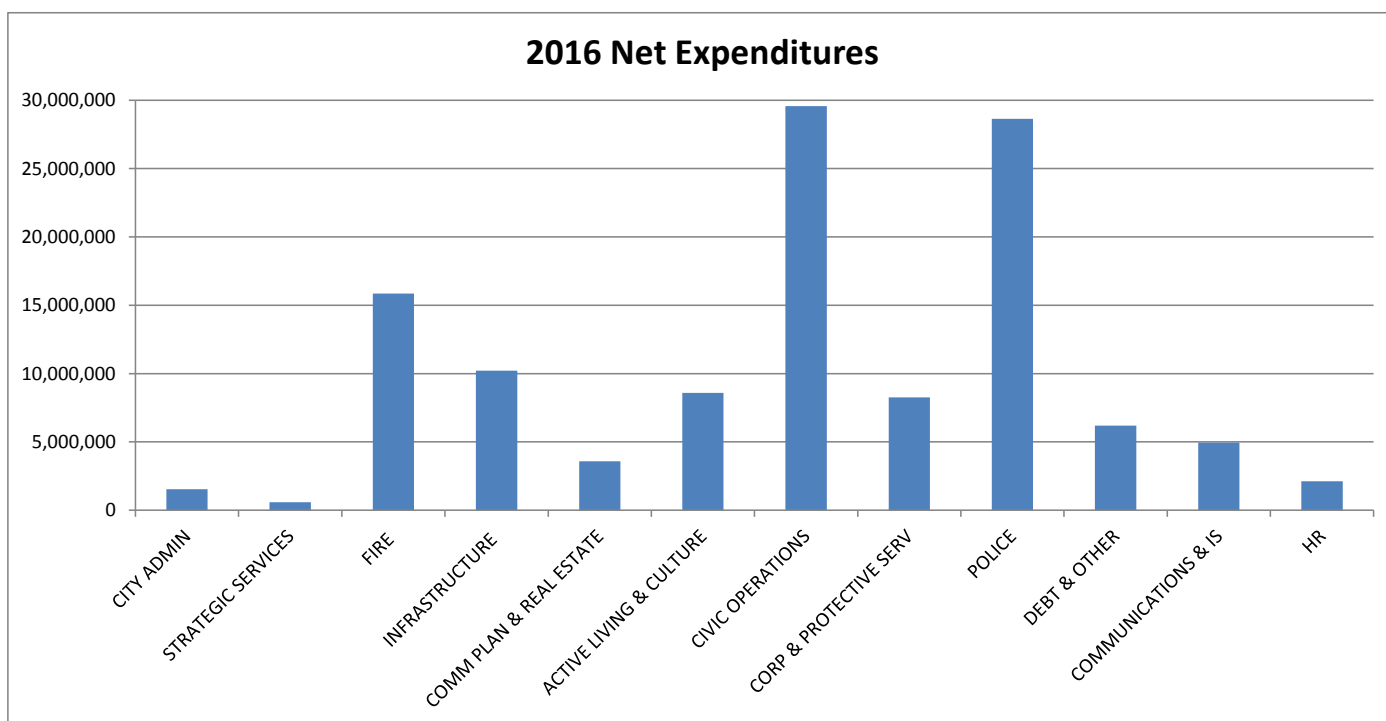
## General Revenue

	2016	2017	2018	2019	2020
<b><u>GENERAL LICENCES</u></b>					
COMMERCIAL VEHICLE LICENCES	37,000	37,000	37,000	37,000	37,000
BUSINESS LICENCES	1,385,700	1,439,465	1,494,240	1,552,217	1,612,443
SPECIAL EVENTS LICENCES	100	100	100	100	100
DOG LICENCES	1,100	1,100	1,100	1,100	1,100
	1,423,900	1,477,665	1,532,440	1,590,417	1,650,643
<b><u>FRANCHISE FEE</u></b>					
FORTIS GAS	1,152,140	1,196,843	1,242,386	1,290,591	1,340,665
APPROPRIATION TO RESERVE	1,152,140	1,196,843	1,242,386	1,290,591	1,340,665
<b><u>GENERAL INTEREST &amp; TAX PENALTIES</u></b>					
INTEREST ON INVESTMENTS	4,326,050	4,394,402	4,463,618	4,534,144	4,605,783
TAX ARREARS & DELINQUENT	245,000	248,871	252,791	256,785	260,842
PENALTIES ON TAXES	849,140	862,556	876,143	889,986	904,047
PENALTIES UTILITY ACCOUNTS	60,000	60,948	61,908	62,886	63,880
INTEREST ON ACCOUNTS RECEIVABLE	16,000	16,000	16,000	16,000	16,000
	5,496,190	5,582,777	5,670,460	5,759,801	5,850,553
<b><u>MISCELLANEOUS REVENUES</u></b>					
WORK ORDER ADMINISTRATION	40,000	41,552	43,133	44,807	46,545
LOCAL IMPROVEMENT PREPAYMENTS	10,000	10,000	10,000	10,000	10,000
DISCOUNTS EARNED & MISC	86,269	89,616	93,026	96,636	100,385
RISK TO ROLL	(300,000)	(301,252)	(312,715)	(324,849)	(337,453)
	(163,731)	(160,084)	(166,556)	(173,406)	(180,522)
<b><u>FEDERAL CONTRIBUTIONS</u></b>					
GRANTS IN LIEU OF TAXES	109,141	111,651	114,219	116,846	119,534
<b><u>PROVINCIAL CONTRIBUTIONS</u></b>					
GRANTS IN LIEU OF TAXES - BC BLDG	250,398	256,157	262,049	268,076	274,242
GRANTS IN LIEU OF TAXES	86,880	88,878	90,922	93,014	95,153
TRAFFIC FINE REVENUE SHARING	1,733,763	1,761,156	1,788,897	1,817,161	1,845,872
CLIMATE ACTION REV INCENTIVE	234,830	240,231	245,756	251,409	257,191
CERTIFICATE OF RECOGNITION REBATE	175,800	175,800	175,800	175,800	175,800
APPROPRIATION TO RESERVES	(410,630)	(416,031)	(421,556)	(427,209)	(432,991)
	2,071,041	2,106,192	2,141,868	2,178,251	2,215,267
<b><u>MUNICIPAL CONTRIBUTIONS</u></b>					
NATURAL GAS UTILITY SURPLUS	20,000	20,000	20,000	20,000	20,000
<b><u>TAX REVENUE - PRIVATE UTILITIES</u></b>					
1% IN LIEU OF TAXES	2,102,959	2,184,554	2,267,682	2,355,668	2,447,068
<b>SUB-TOTAL</b>	<b>12,211,640</b>	<b>12,519,598</b>	<b>12,822,499</b>	<b>13,138,167</b>	<b>13,463,207</b>
<b>GENERAL TAXATION</b>	<b>119,879,430</b>	<b>126,418,833</b>	<b>133,163,297</b>	<b>139,873,658</b>	<b>146,621,819</b>
<b>TOTAL</b>	<b>132,091,070</b>	<b>138,938,432</b>	<b>145,985,796</b>	<b>153,011,825</b>	<b>160,085,026</b>

## General Fund Operating Summary By Division

### NET OPERATING EXPENDITURE BY YEAR

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
CITY ADMINISTRATION	1,525,816	1,566,987	1,470,868	1,511,251	1,552,817
STRATEGIC SERVICES	590,446	612,501	634,976	658,918	683,665
FIRE DEPARTMENT	15,850,572	17,277,643	18,724,968	20,240,389	21,672,831
INFRASTRUCTURE	10,207,204	10,659,927	11,406,695	12,198,728	13,026,821
COMMUNITY PLANNING & REAL ESTATE	3,576,344	3,293,167	3,699,863	3,887,103	4,082,955
ACTIVE LIVING & CULTURE	8,582,290	8,708,008	8,879,616	8,858,891	9,046,511
CIVIC OPERATIONS	29,564,633	30,475,831	31,707,267	32,864,717	34,008,195
CORPORATE & PROTECTIVE SERVICES	8,261,105	8,541,550	8,957,470	9,257,043	9,567,088
POLICE SERVICES	28,647,920	30,681,390	32,052,087	33,377,781	35,420,188
DEBT & OTHER	6,193,925	6,978,272	7,248,058	7,888,274	7,677,997
COMMUNICATIONS & INFORMATION SERVICES	4,941,408	5,220,000	5,403,690	5,591,605	5,786,310
HUMAN RESOURCES	2,120,567	2,136,676	2,214,793	2,250,087	2,248,610
<b>TOTAL DIVISION NET OPERATING EXP.</b>	<b>120,062,230</b>	<b>126,151,954</b>	<b>132,400,351</b>	<b>138,584,787</b>	<b>144,773,988</b>







## General Fund Operating Summary

### Revenues/Expenditures by Year

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
LIBRARY REQUISITION	(5,756,024)	(5,888,413)	(6,023,846)	(6,162,394)	(6,304,130)
PARCEL TAX	(111,425)	(111,425)	(111,425)	(111,425)	(111,425)
FEES AND CHARGES	(46,299,510)	(48,594,796)	(48,853,881)	(49,987,369)	(51,153,843)
Sales of Services	(37,258,410)	(39,224,872)	(39,887,335)	(40,788,830)	(41,712,234)
Other	-	-	-	-	-
User Fees	(9,041,100)	(9,369,924)	(8,966,546)	(9,198,538)	(9,441,609)
OTHER REVENUE	(31,356,959)	(30,729,338)	(31,462,095)	(32,177,538)	(32,910,953)
Interest	(408,646)	(418,045)	(427,660)	(437,496)	(447,558)
Grants	(15,613,290)	(15,246,604)	(15,527,688)	(15,814,618)	(16,107,037)
Other	-	-	-	-	-
Services to Other Governments	(7,906,662)	(7,976,184)	(8,228,345)	(8,430,549)	(8,638,000)
Interdepartment Transfer	(7,428,361)	(7,088,505)	(7,278,402)	(7,494,875)	(7,718,358)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(9,269,980)	(4,941,344)	(4,889,097)	(4,520,297)	(3,920,797)
Special (Stat Reserve) Funds	(3,425,316)	(2,230,181)	(2,229,983)	(2,229,774)	(1,630,274)
Development Cost Charges	(1,401,826)	(1,401,826)	(1,401,826)	(1,033,235)	(1,033,235)
Accumulated Surplus	(4,442,838)	(1,309,338)	(1,257,288)	(1,257,288)	(1,257,288)
<b>TOTAL REVENUE</b>	<b>(92,793,898)</b>	<b>(90,265,316)</b>	<b>(91,340,345)</b>	<b>(92,959,022)</b>	<b>(94,401,148)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	65,428,899	68,441,484	71,852,051	75,231,472	78,831,537
INTERNAL EQUIPMENT	5,899,016	6,135,953	6,357,867	6,590,715	6,832,292
MATERIAL AND OTHER	40,695,881	37,273,621	38,183,507	39,249,811	40,205,371
CONTRACT SERVICES	68,365,213	71,725,032	74,561,407	77,306,816	80,850,624
DEBT INTEREST	4,779,241	4,801,609	4,797,425	5,292,158	5,080,999
DEBT PRINCIPAL	4,983,232	4,680,531	4,501,568	4,448,686	4,024,427
INTERNAL ALLOCATIONS	1,306,670	1,056,670	1,056,670	1,056,670	1,056,670
Interdepartment Transfer	1,306,670	1,056,670	1,056,670	1,056,670	1,056,670
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	21,397,976	22,302,368	22,430,201	22,367,481	22,293,215
Special (Stat Reserve) Funds	15,470,396	16,536,924	16,605,010	16,537,073	16,457,047
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	5,927,580	5,765,444	5,825,191	5,830,409	5,836,168
<b>TOTAL EXPENDITURES</b>	<b>212,856,128</b>	<b>216,417,269</b>	<b>223,740,696</b>	<b>231,543,810</b>	<b>239,175,136</b>
<b>NET OPERATING EXPENDITURES</b>	<b>120,062,230</b>	<b>126,151,954</b>	<b>132,400,351</b>	<b>138,584,787</b>	<b>144,773,988</b>



## City Administration

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(4,274)	(4,372)	(4,473)	(4,576)	(4,681)
Sales of Services	-	-	-	-	-
Other	-	-	-	-	-
User Fees	(4,274)	(4,372)	(4,473)	(4,576)	(4,681)
OTHER REVENUE	(1,479,580)	(1,513,610)	(1,548,423)	(1,584,037)	(1,620,470)
Interest	-	-	-	-	-
Grants	(1,479,580)	(1,513,610)	(1,548,423)	(1,584,037)	(1,620,470)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(192,570)	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(192,570)	-	-	-	-
<b>TOTAL REVENUE</b>	<b>(1,676,424)</b>	<b>(1,517,983)</b>	<b>(1,552,896)</b>	<b>(1,588,613)</b>	<b>(1,625,151)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	829,152	854,299	879,962	906,754	934,417
INTERNAL EQUIPMENT	13,917	14,237	14,565	14,900	15,242
MATERIAL AND OTHER	1,834,841	1,862,035	1,766,689	1,807,322	1,848,891
CONTRACT SERVICES	346,430	354,398	362,549	370,888	379,418
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	177,900	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	177,900	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>3,202,240</b>	<b>3,084,969</b>	<b>3,023,764</b>	<b>3,099,864</b>	<b>3,177,968</b>
<b>NET OPERATING EXPENDITURES</b>	<b>1,525,816</b>	<b>1,566,987</b>	<b>1,470,868</b>	<b>1,511,251</b>	<b>1,552,817</b>

## Strategic Services

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(4,193)	(4,289)	(4,388)	(4,289)	(4,289)
Sales of Services	-	-	-	-	-
Other	-	-	-	-	-
User Fees	(4,193)	(4,289)	(4,388)	(4,289)	(4,289)
OTHER REVENUE	-	-	-	-	-
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>(4,193)</b>	<b>(4,289)</b>	<b>(4,388)</b>	<b>(4,289)</b>	<b>(4,289)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	536,378	557,189	578,392	600,834	624,146
INTERNAL EQUIPMENT	6,846	7,003	7,165	7,329	7,498
MATERIAL AND OTHER	51,415	52,598	53,807	55,045	56,311
CONTRACT SERVICES	-	-	-	-	-
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>594,639</b>	<b>616,790</b>	<b>639,364</b>	<b>663,208</b>	<b>687,955</b>
<b>NET OPERATING EXPENDITURES</b>	<b>590,446</b>	<b>612,501</b>	<b>634,976</b>	<b>658,918</b>	<b>683,665</b>



## Fire Department

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(1,574,261)	(1,610,469)	(1,647,510)	(1,685,403)	(1,724,167)
Sales of Services	(87,160)	(89,165)	(91,215)	(93,313)	(95,460)
Other	-	-	-	-	-
User Fees	(1,487,101)	(1,521,304)	(1,556,294)	(1,592,089)	(1,628,707)
OTHER REVENUE	(276,608)	(282,970)	(289,478)	(296,136)	(302,947)
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	(276,608)	(282,970)	(289,478)	(296,136)	(302,947)
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(36,500)	(4,000)	(4,000)	(4,000)	(4,000)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(36,500)	(4,000)	(4,000)	(4,000)	(4,000)
<b>TOTAL REVENUE</b>	<b>(1,887,369)</b>	<b>(1,897,439)</b>	<b>(1,940,988)</b>	<b>(1,985,539)</b>	<b>(2,031,114)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	15,344,424	16,572,756	18,029,824	19,499,844	20,971,403
INTERNAL EQUIPMENT	121,676	124,475	127,337	130,266	133,262
MATERIAL AND OTHER	1,519,987	1,637,851	1,565,573	1,649,302	1,649,394
CONTRACT SERVICES	151,854	140,002	143,222	146,516	149,886
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	600,000	700,000	800,000	800,000	800,000
Special (Stat Reserve) Funds	600,000	700,000	800,000	800,000	800,000
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>17,737,941</b>	<b>19,175,082</b>	<b>20,665,956</b>	<b>22,225,928</b>	<b>23,703,945</b>
<b>NET OPERATING EXPENDITURES</b>	<b>15,850,572</b>	<b>17,277,643</b>	<b>18,724,968</b>	<b>20,240,389</b>	<b>21,672,831</b>

## Infrastructure

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(6,051,737)	(6,159,067)	(6,261,774)	(6,360,710)	(6,461,210)
Sales of Services	(5,759,240)	(5,861,948)	(5,959,976)	(6,054,144)	(6,149,799)
Other	-	-	-	-	-
User Fees	(292,497)	(297,118)	(301,798)	(306,567)	(311,411)
OTHER REVENUE	(10,959,046)	(10,123,533)	(10,283,329)	(10,446,149)	(10,611,550)
Interest	-	-	-	-	-
Grants	(10,059,170)	(9,599,818)	(9,751,026)	(9,905,092)	(10,061,593)
Other	-	-	-	-	-
Services to Other Governments	(342,327)	(271,927)	(276,210)	(280,574)	(285,007)
Interdepartment Transfer	(557,549)	(251,789)	(256,093)	(260,483)	(264,950)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(1,283,826)	(499,256)	(499,256)	(499,256)	(499,256)
Special (Stat Reserve) Funds	(487,710)	(275,000)	(275,000)	(275,000)	(275,000)
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(796,116)	(224,256)	(224,256)	(224,256)	(224,256)
<b>TOTAL REVENUE</b>	<b>(18,294,609)</b>	<b>(16,781,856)</b>	<b>(17,044,359)</b>	<b>(17,306,115)</b>	<b>(17,572,015)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	2,838,345	2,948,473	3,060,670	3,179,424	3,302,785
INTERNAL EQUIPMENT	161,633	165,011	168,989	172,536	176,164
MATERIAL AND OTHER	3,658,681	1,678,560	1,723,530	1,763,171	1,803,724
CONTRACT SERVICES	21,349,036	22,144,092	22,986,697	23,878,545	24,804,995
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	349,168	349,168	349,168	349,168	349,168
Interdepartment Transfer	349,168	349,168	349,168	349,168	349,168
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	144,950	156,480	162,000	162,000	162,000
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	144,950	156,480	162,000	162,000	162,000
<b>TOTAL EXPENDITURES</b>	<b>28,501,813</b>	<b>27,441,783</b>	<b>28,451,054</b>	<b>29,504,843</b>	<b>30,598,837</b>
<b>NET OPERATING EXPENDITURES</b>	<b>10,207,204</b>	<b>10,659,927</b>	<b>11,406,695</b>	<b>12,198,728</b>	<b>13,026,821</b>

## Community Planning & Real Estate

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(9,124,736)	(10,404,667)	(10,389,835)	(10,599,673)	(10,813,877)
Sales of Services	(8,011,527)	(9,265,854)	(9,224,830)	(9,407,872)	(9,594,665)
Other	-	-	-	-	-
User Fees	(1,113,209)	(1,138,813)	(1,165,006)	(1,191,801)	(1,219,212)
OTHER REVENUE	-	-	-	-	-
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(1,283,760)	(78,050)	(25,000)	(25,000)	(25,000)
Special (Stat Reserve) Funds	(83,200)	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(1,200,560)	(78,050)	(25,000)	(25,000)	(25,000)
<b>TOTAL REVENUE</b>	<b>(10,408,496)</b>	<b>(10,482,717)</b>	<b>(10,414,835)</b>	<b>(10,624,673)</b>	<b>(10,838,877)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	7,370,486	7,617,454	7,850,511	8,155,111	8,471,529
INTERNAL EQUIPMENT	130,830	135,138	138,246	141,426	144,679
MATERIAL AND OTHER	3,345,547	2,141,596	2,190,466	2,240,846	2,292,386
CONTRACT SERVICES	1,068,288	1,098,843	1,124,117	1,149,971	1,176,421
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	206,630	206,630	206,630	206,630	206,630
Interdepartment Transfer	206,630	206,630	206,630	206,630	206,630
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	1,863,059	2,576,223	2,604,728	2,617,791	2,630,187
Special (Stat Reserve) Funds	1,835,097	2,548,261	2,576,766	2,589,829	2,602,225
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	27,962	27,962	27,962	27,962	27,962
<b>TOTAL EXPENDITURES</b>	<b>13,984,840</b>	<b>13,775,885</b>	<b>14,114,698</b>	<b>14,511,776</b>	<b>14,921,832</b>
<b>NET OPERATING EXPENDITURES</b>	<b>3,576,344</b>	<b>3,293,167</b>	<b>3,699,863</b>	<b>3,887,103</b>	<b>4,082,955</b>

## Active Living & Culture

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(4,295,356)	(4,462,016)	(4,631,807)	(4,811,521)	(4,998,208)
Sales of Services	(3,098,167)	(3,218,376)	(3,340,843)	(3,470,468)	(3,605,122)
Other	-	-	-	-	-
User Fees	(1,197,189)	(1,243,640)	(1,290,964)	(1,341,053)	(1,393,086)
OTHER REVENUE	(182,840)	(177,542)	(181,625)	(185,802)	(190,076)
Interest	-	-	-	-	-
Grants	(119,290)	(112,530)	(115,118)	(117,766)	(120,475)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(63,550)	(65,012)	(66,507)	(68,037)	(69,601)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(45,350)	(7,000)	(7,000)	(7,000)	(7,000)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(45,350)	(7,000)	(7,000)	(7,000)	(7,000)
<b>TOTAL REVENUE</b>	<b>(4,523,546)</b>	<b>(4,646,557)</b>	<b>(4,820,432)</b>	<b>(5,004,324)</b>	<b>(5,195,284)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	4,514,956	4,717,020	4,896,515	4,978,984	5,172,169
INTERNAL EQUIPMENT	96,615	98,837	101,110	103,436	105,815
MATERIAL AND OTHER	4,039,732	3,988,454	4,054,025	4,126,266	4,221,170
CONTRACT SERVICES	3,680,989	3,776,710	3,824,853	3,830,985	3,919,097
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	773,544	773,544	823,544	823,544	823,544
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	773,544	773,544	823,544	823,544	823,544
<b>TOTAL EXPENDITURES</b>	<b>13,105,836</b>	<b>13,354,566</b>	<b>13,700,048</b>	<b>13,863,214</b>	<b>14,241,795</b>
<b>NET OPERATING EXPENDITURES</b>	<b>8,582,290</b>	<b>8,708,008</b>	<b>8,879,616</b>	<b>8,884,230</b>	<b>9,046,511</b>



## Civic Operations General Fund

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(23,132,509)	(23,707,306)	(24,255,522)	(24,825,958)	(25,414,401)
Sales of Services	(19,090,401)	(19,570,175)	(20,020,289)	(20,480,756)	(20,951,813)
Other	-	-	-	-	-
User Fees	(4,042,108)	(4,137,131)	(4,235,232)	(4,345,203)	(4,462,588)
OTHER REVENUE	(3,936,633)	(3,730,889)	(3,857,538)	(3,991,085)	(4,129,583)
Interest	-	-	-	-	-
Grants	(105,000)	(81,840)	(83,722)	(85,648)	(87,618)
Other	-	-	-	-	-
Services to Other Governments	(1,599,095)	(1,558,421)	(1,607,878)	(1,659,800)	(1,713,543)
Interdepartment Transfer	(2,232,538)	(2,090,628)	(2,165,938)	(2,245,637)	(2,328,422)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(648,370)	(101,356)	(81,158)	(80,949)	(80,732)
Special (Stat Reserve) Funds	(160,030)	(60,806)	(60,608)	(60,399)	(60,182)
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(488,340)	(40,550)	(20,550)	(20,550)	(20,550)
<b>TOTAL REVENUE</b>	<b>(27,717,512)</b>	<b>(27,539,551)</b>	<b>(28,194,218)</b>	<b>(28,897,992)</b>	<b>(29,624,716)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	17,501,594	18,010,723	18,698,988	19,424,509	20,178,180
INTERNAL EQUIPMENT	5,278,084	5,499,781	5,706,879	5,925,094	6,151,702
MATERIAL AND OTHER	15,366,315	15,039,232	15,526,085	15,985,657	16,459,774
CONTRACT SERVICES	11,534,519	11,856,415	12,416,494	12,950,194	13,452,661
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	750,872	500,872	500,872	500,872	500,872
Interdepartment Transfer	750,872	500,872	500,872	500,872	500,872
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	6,850,761	7,108,359	7,052,167	6,976,384	6,889,722
Special (Stat Reserve) Funds	6,752,969	7,006,333	6,945,914	6,864,913	6,772,492
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	97,792	102,026	106,253	111,471	117,230
<b>TOTAL EXPENDITURES</b>	<b>57,282,145</b>	<b>58,015,382</b>	<b>59,901,485</b>	<b>61,762,709</b>	<b>63,632,911</b>
<b>NET OPERATING EXPENDITURES</b>	<b>29,564,633</b>	<b>30,475,831</b>	<b>31,707,267</b>	<b>32,864,717</b>	<b>34,008,195</b>

## Corporate & Protective Services

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(811,231)	(806,768)	(831,559)	(857,478)	(884,258)
Sales of Services	(747,491)	(741,562)	(764,853)	(789,238)	(814,448)
Other	-	-	-	-	-
User Fees	(63,740)	(65,206)	(66,706)	(68,240)	(69,810)
OTHER REVENUE	(1,466,112)	(1,500,967)	(1,536,612)	(1,592,641)	(1,650,761)
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(1,466,112)	(1,500,967)	(1,536,612)	(1,592,641)	(1,650,761)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(467,932)	(53,682)	(53,682)	(53,682)	(53,682)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(467,932)	(53,682)	(53,682)	(53,682)	(53,682)
<b>TOTAL REVENUE</b>	<b>(2,745,275)</b>	<b>(2,361,417)</b>	<b>(2,421,853)</b>	<b>(2,503,801)</b>	<b>(2,588,701)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	7,138,169	7,304,134	7,582,075	7,876,260	8,181,859
INTERNAL EQUIPMENT	62,117	63,546	65,007	66,502	68,032
MATERIAL AND OTHER	2,307,741	2,196,597	2,362,760	2,417,104	2,472,697
CONTRACT SERVICES	1,498,353	1,338,691	1,369,481	1,400,979	1,433,201
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>11,006,380</b>	<b>10,902,967</b>	<b>11,379,323</b>	<b>11,760,844</b>	<b>12,155,789</b>
<b>NET OPERATING EXPENDITURES</b>	<b>8,261,105</b>	<b>8,541,550</b>	<b>8,957,470</b>	<b>9,257,043</b>	<b>9,567,088</b>

## Police Services

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(375,432)	(390,205)	(399,180)	(408,361)	(417,753)
Sales of Services	(304,324)	(317,461)	(324,763)	(332,233)	(339,874)
Other	-	-	-	-	-
User Fees	(71,108)	(72,743)	(74,417)	(76,128)	(77,879)
OTHER REVENUE	(4,881,342)	(5,037,009)	(5,209,927)	(5,329,755)	(5,452,340)
Interest	-	-	-	-	-
Grants	(3,850,250)	(3,938,806)	(4,029,398)	(4,122,074)	(4,216,882)
Other	-	-	-	-	-
Services to Other Governments	(850,302)	(913,255)	(991,327)	(1,014,127)	(1,037,452)
Interdepartment Transfer	(180,790)	(184,948)	(189,202)	(193,554)	(198,005)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(240,480)	(1,000)	(1,000)	(1,000)	(1,000)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(240,480)	(1,000)	(1,000)	(1,000)	(1,000)
<b>TOTAL REVENUE</b>	<b>(5,497,254)</b>	<b>(5,428,213)</b>	<b>(5,610,107)</b>	<b>(5,739,116)</b>	<b>(5,871,093)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	5,110,005	5,329,444	5,532,243	5,746,894	5,969,873
INTERNAL EQUIPMENT	27,298	27,926	28,568	29,225	29,897
MATERIAL AND OTHER	319,957	343,531	388,531	397,467	406,609
CONTRACT SERVICES	28,687,914	30,408,703	31,712,851	32,943,310	34,884,901
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>34,145,174</b>	<b>36,109,603</b>	<b>37,662,194</b>	<b>39,116,897</b>	<b>41,291,281</b>
<b>NET OPERATING EXPENDITURES</b>	<b>28,647,920</b>	<b>30,681,390</b>	<b>32,052,087</b>	<b>33,377,781</b>	<b>35,420,188</b>

## Debt & Other

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
LIBRARY REQUISITION	(5,756,024)	(5,888,413)	(6,023,846)	(6,162,394)	(6,304,130)
PARCEL TAX	(111,425)	(111,425)	(111,425)	(111,425)	(111,425)
FEES AND CHARGES	(860,781)	(979,142)	(359,810)	(359,810)	(359,810)
Sales of Services	(150,100)	(150,100)	(150,100)	(150,100)	(150,100)
Other	-	-	-	-	-
User Fees	(710,681)	(829,042)	(209,710)	(209,710)	(209,710)
OTHER REVENUE	(8,148,864)	(8,336,288)	(8,528,022)	(8,724,167)	(8,924,823)
Interest	(408,646)	(418,045)	(427,660)	(437,496)	(447,558)
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	(4,838,330)	(4,949,612)	(5,063,453)	(5,179,912)	(5,299,050)
Interdepartment Transfer	(2,901,888)	(2,968,631)	(3,036,910)	(3,106,759)	(3,178,214)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(4,902,002)	(4,102,000)	(4,102,000)	(3,733,410)	(3,134,127)
Special (Stat Reserve) Funds	(2,694,376)	(1,894,375)	(1,894,375)	(1,894,375)	(1,295,092)
Development Cost Charges	(1,401,826)	(1,401,826)	(1,401,826)	(1,033,235)	(1,033,235)
Accumulated Surplus	(805,800)	(805,800)	(805,800)	(805,800)	(805,800)
<b>TOTAL REVENUE</b>	<b>(19,779,096)</b>	<b>(19,417,267)</b>	<b>(19,125,104)</b>	<b>(19,091,206)</b>	<b>(18,834,314)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	(1,064,325)	(1,064,325)	(1,064,325)	(1,064,325)	(1,064,325)
INTERNAL EQUIPMENT	-	-	-	-	-
MATERIAL AND OTHER	6,239,281	6,382,784	6,529,589	6,679,769	6,833,404
CONTRACT SERVICES	47,830	607,178	621,143	635,430	650,044
DEBT INTEREST	4,779,241	4,801,609	4,797,425	5,292,158	5,080,999
DEBT PRINCIPAL	4,983,232	4,680,531	4,501,568	4,448,686	4,024,427
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	10,987,762	10,987,762	10,987,762	10,987,762	10,987,762
Special (Stat Reserve) Funds	6,282,330	6,282,330	6,282,330	6,282,330	6,282,330
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	4,705,432	4,705,432	4,705,432	4,705,432	4,705,432
<b>TOTAL EXPENDITURES</b>	<b>25,973,021</b>	<b>26,395,539</b>	<b>26,373,162</b>	<b>26,979,480</b>	<b>26,512,311</b>
<b>NET OPERATING EXPENDITURES</b>	<b>6,193,925</b>	<b>6,978,272</b>	<b>7,248,058</b>	<b>7,888,274</b>	<b>7,677,997</b>



## Communications & Information Services

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(5,000)	(5,115)	(5,233)	(5,353)	(5,476)
Sales of Services	(5,000)	(5,115)	(5,233)	(5,353)	(5,476)
Other	-	-	-	-	-
User Fees	-	-	-	-	-
OTHER REVENUE	(25,934)	(26,530)	(27,141)	(27,765)	(28,404)
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(25,934)	(26,530)	(27,141)	(27,765)	(28,404)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>(30,934)</b>	<b>(31,645)</b>	<b>(32,373)</b>	<b>(33,118)</b>	<b>(33,880)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	3,631,123	3,879,578	4,027,206	4,183,462	4,345,780
INTERNAL EQUIPMENT	-	-	-	-	-
MATERIAL AND OTHER	1,341,219	1,372,067	1,408,857	1,441,261	1,474,410
CONTRACT SERVICES	-	-	-	-	-
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>4,972,342</b>	<b>5,251,645</b>	<b>5,436,063</b>	<b>5,624,723</b>	<b>5,820,190</b>
<b>NET OPERATING EXPENDITURES</b>	<b>4,941,408</b>	<b>5,220,000</b>	<b>5,403,690</b>	<b>5,591,605</b>	<b>5,786,310</b>

## Human Resources & Corporate Performance

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(60,000)	(61,380)	(62,792)	(64,236)	(65,713)
Sales of Services	(5,000)	(5,115)	(5,233)	(5,353)	(5,476)
Other	-	-	-	-	-
User Fees	(55,000)	(56,265)	(57,559)	(58,883)	(60,237)
OTHER REVENUE	-	-	-	-	-
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(169,190)	(95,000)	(116,000)	(116,000)	(116,000)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(169,190)	(95,000)	(116,000)	(116,000)	(116,000)
<b>TOTAL REVENUE</b>	<b>(229,190)</b>	<b>(156,380)</b>	<b>(178,792)</b>	<b>(180,236)</b>	<b>(181,713)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	1,678,592	1,714,739	1,779,989	1,743,721	1,743,721
INTERNAL EQUIPMENT	-	-	-	-	-
MATERIAL AND OTHER	671,165	578,317	613,596	686,602	686,602
CONTRACT SERVICES	-	-	-	-	-
DEBT INTEREST	-	-	-	-	-
DEBT PRINCIPAL	-	-	-	-	-
INTERNAL ALLOCATIONS	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>2,349,757</b>	<b>2,293,056</b>	<b>2,393,585</b>	<b>2,430,323</b>	<b>2,430,323</b>
<b>NET OPERATING EXPENDITURES</b>	<b>2,120,567</b>	<b>2,136,676</b>	<b>2,214,793</b>	<b>2,250,087</b>	<b>2,248,610</b>

## Capital Summary

### General Fund

Cost Centre	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
300 REAL ESTATE	2,905,760	3,533,043	2,424,550	2,630,368	5,134,680
301 BUILDINGS	64,143,700	4,300,667	3,240,333	2,134,920	2,752,723
302 PARKS	4,794,790	16,224,919	10,706,645	17,139,625	11,786,170
304 TRANSPORTATION	34,889,430	17,118,275	18,903,324	23,137,678	32,015,084
305 SOLID WASTE	2,611,470	2,545,000	3,620,000	2,020,000	2,870,000
306 STORM DRAINAGE	960,090	1,307,624	1,038,783	1,544,217	1,300,122
308 INFORMATION SERVICES	4,230,110	3,460,098	1,948,677	2,076,558	1,237,236
310 VEHICLE & MOBILE EQUIPMENT	3,952,230	2,804,020	2,948,265	3,099,038	3,265,079
311 FIRE	3,281,980	1,446,281	37,142	505,626	804,080
	<b>121,769,560</b>	<b>52,739,927</b>	<b>44,867,719</b>	<b>54,288,030</b>	<b>61,165,174</b>

#### FUNDING SOURCES:

GENERAL TAXATION	12,028,840	12,786,478	13,585,446	14,427,037	15,311,038
SURPLUS/RESERVES	36,502,620	21,718,978	20,697,550	18,536,483	23,390,803
DEVELOPMENT COST CHARGES	4,794,030	9,641,072	10,160,724	14,608,510	18,652,333
DEBENTURE/BORROWING	54,493,580	0	0	0	0
FEDERAL/PROV FUNDING *	11,394,110	0	0	0	0
DEV/COMM/OTHER CONTRIB.	1,484,940	8,593,400	424,000	6,716,000	3,811,000
UTILITY REVENUE	1,071,440	0	0	0	0
	<b>121,769,560</b>	<b>52,739,927</b>	<b>44,867,719</b>	<b>54,288,030</b>	<b>61,165,174</b>

\* 2030 Infrastructure Plan only includes confirmed Federal and Provincial Funding





# Capital Funding Summary

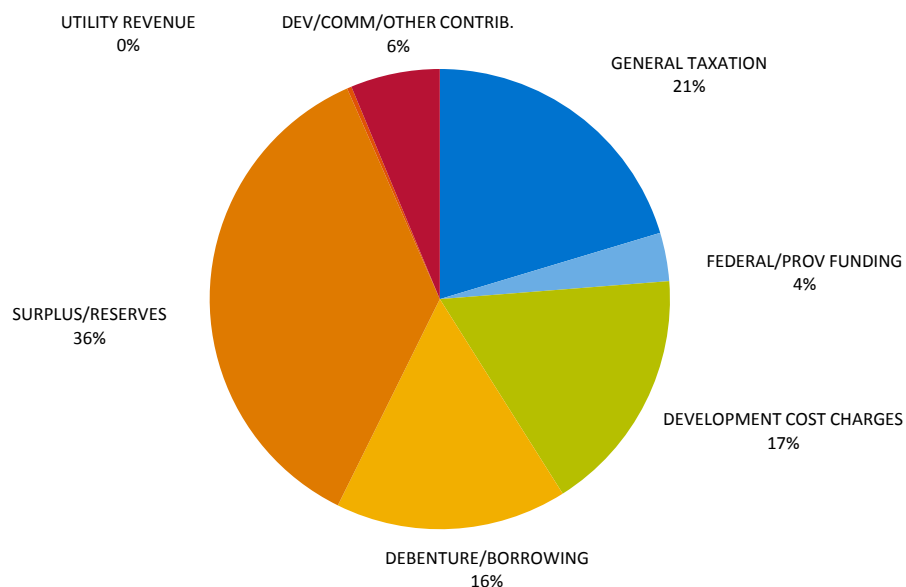
## General Fund

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<b>FUNDING SOURCES:</b>					
GENERAL TAXATION	12,028,840	12,786,478	13,585,446	14,427,037	15,311,038
SURPLUS/RESERVES	36,502,620	21,718,978	20,697,550	18,536,483	23,390,803
DEVELOPMENT COST CHARGES	4,794,030	9,641,072	10,160,724	14,608,510	18,652,333
DEBENTURE/BORROWING	54,493,580	-	-	-	-
FEDERAL/PROV FUNDING	11,394,110	-	-	-	-
DEV/COMM/OTHER CONTRIB.	1,484,940	8,593,400	424,000	6,716,000	3,811,000
UTILITY REVENUE	1,071,440	-	-	-	-
	<b>121,769,560</b>	<b>52,739,927</b>	<b>44,867,719</b>	<b>54,288,030</b>	<b>61,165,174</b>

TOTAL FIVE YEAR CAPITAL PROGRAM

334,830,410

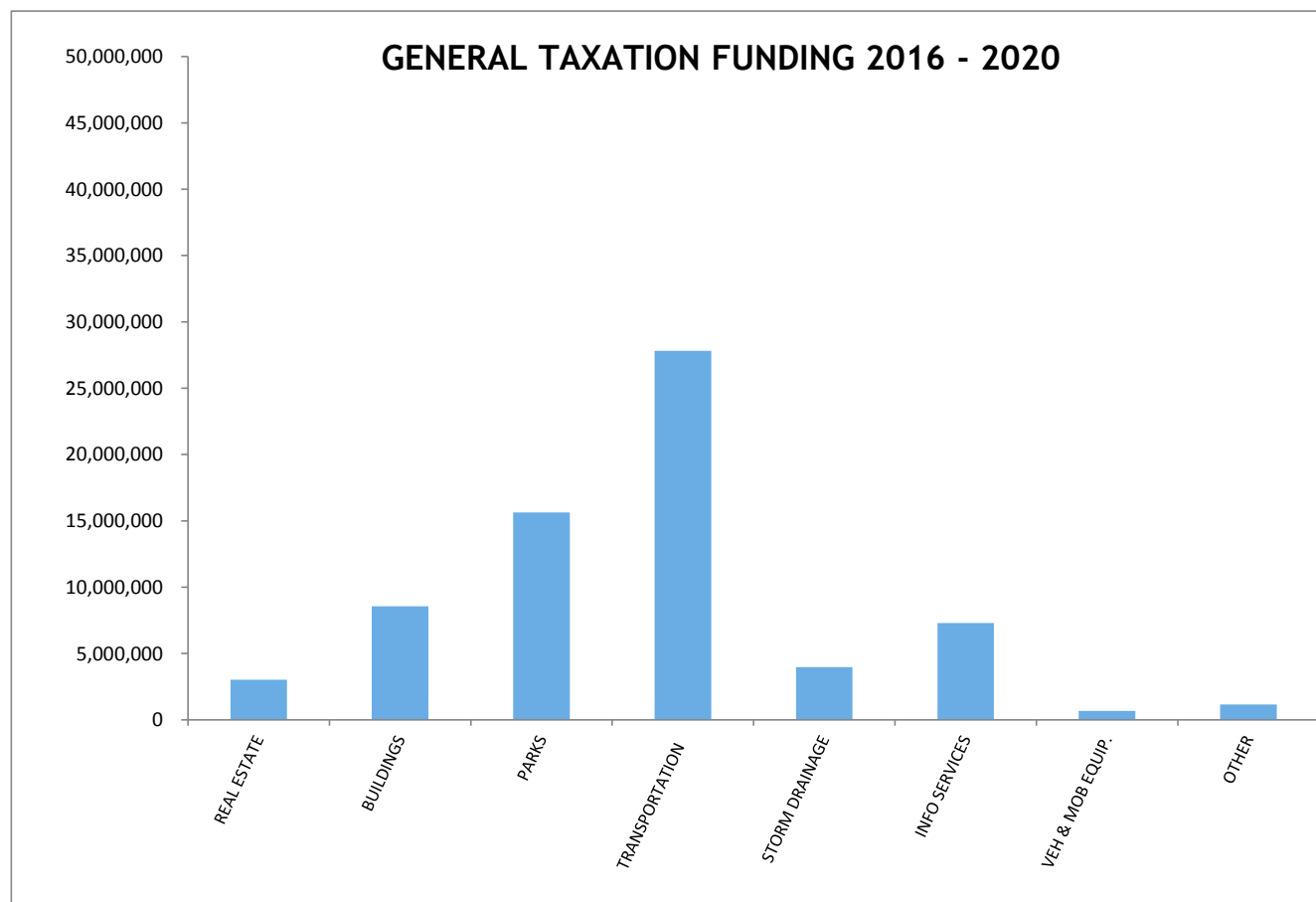
### 2016 - 2020 GENERAL FUND CAPITAL FUNDING



## Capital Funding Summary by Cost Centre

### General Fund

<u>COST CENTRE</u>	<u>TOTAL \$</u>	<u>%</u>	<u>GENERAL TAX FUNDING</u>	<u>%</u>
300 REAL ESTATE	16,628,401	5.0	3,031,141	4.4
301 BUILDINGS	76,572,343	22.9	8,562,253	12.6
302 PARKS	60,652,149	18.1	15,636,561	22.9
304 TRANSPORTATION	126,063,791	37.7	27,817,295	40.8
305 SOLID WASTE	13,666,470	4.1	-	0.0
306 STORM DRAINAGE	6,150,836	1.8	3,975,746	5.8
308 INFORMATION SERVICES	12,952,679	3.9	7,290,773	10.7
310 VEHICLE & MOBILE EQUIPMENT	16,068,632	4.8	665,064	1.0
311 FIRE	6,075,109	1.8	1,160,006	1.7
<b>TOTAL 5 YEAR PROGRAM</b>	<b>334,830,410</b>		<b>68,138,839</b>	



## Real Estate Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
L1	GENERAL LAND	1,300,000	1,698,043	1,823,550	1,948,368	2,011,180
L2	ROAD & SIDEWALK LAND ACQUISITION	303,050	50,000	50,000	25,000	45,000
L3	PARKING INFRASTRUCTURE	1,052,710	1,535,000	301,000	407,000	2,828,500
L4	STRATEGIC LAND REDEVMT	250,000	250,000	250,000	250,000	250,000
		<b>2,905,760</b>	<b>3,533,043</b>	<b>2,424,550</b>	<b>2,630,368</b>	<b>5,134,680</b>

## FUNDING SOURCES

GENERAL TAXATION	400,000	493,043	618,550	718,368	801,180
SURPLUS/RESERVES	2,505,760	2,785,000	1,551,000	1,657,000	4,078,500
DEVELOPMENT COST CHARGES	-	-	-	-	-
DEBENTURE/BORROWING	-	-	-	-	-
FEDERAL/PROV FUNDING	-	-	-	-	-
DEV/COMM/OTHER CONTR.	-	255,000	255,000	255,000	255,000
UTILITY REVENUE	-	-	-	-	-
	<b>2,905,760</b>	<b>3,533,043</b>	<b>2,424,550</b>	<b>2,630,368</b>	<b>5,134,680</b>

<b>5 YEAR TOTAL FUNDING</b>	<b>16,628,401</b>
<b>5 YEAR TAXATION FUNDING</b>	<b>3,031,141</b>

## Real Estate Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>General Land</b> Annual allocation for the purchase of land for general purposes. This may allow for acquiring properties at less than fair market value, creating land assembly opportunities, creating a revenue generating land bank and providing trade potential.	8,781,141
2.	<b>Road and Sidewalk Land Acquisition</b> To fund the purchase of land required for the widening of roads to accommodate road improvements and/or sidewalks.	473,050
3.	<b>Parking Infrastructure</b> Funding to renew parking infrastructure and to invest in efficient parking management technology.	6,124,210
4.	<b>Strategic Land Redevelopment</b> Funding to redevelop City owned land to improve public benefit and encourage economic development.	1,250,000
<b>5 YEAR TOTAL FUNDING</b>		<b>16,628,401</b>



## Building Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
B1	PARKS AND RECREATION BUILDINGS	800,420	407,446	450,000	573,855	1,001,259
B2	COMMUNITY AND CULTURAL BUILDINGS	738,910	350,000	1,725,000	323,622	265,577
B3	CIVIC/PROTECTIVE SERVICE BUILDINGS	40,524,200	2,910,744	925,358	189,971	155,897
	TRANSPORTATION AND PUBLIC WORKS BUILDINGS	20,723,540	82,477	89,975	97,473	79,990
B5	HERITAGE BUILDINGS	816,630	500,000	0	150,000	1,200,000
B6	CAPITAL OPPORTUNITIES AND PARTNERSHIP	540,000	50,000	50,000	800,000	50,000
		<b>64,143,700</b>	<b>4,300,667</b>	<b>3,240,333</b>	<b>2,134,920</b>	<b>2,752,723</b>

### FUNDING SOURCES

GENERAL TAXATION	2,806,500	1,525,889	1,428,655	748,485	2,052,723
SURPLUS/RESERVES	5,809,370	2,774,778	1,811,678	1,386,435	700,000
DEVELOPMENT COST CHARGES	-	-	-	-	-
DEBENTURE/BORROWING	54,493,580	-	-	-	-
FEDERAL/PROV FUNDING	759,250	-	-	-	-
DEV/COMM/OTHER CONTRIBUTIONS	275,000	-	-	-	-
UTILITY REVENUE	-	-	-	-	-
	<b>64,143,700</b>	<b>4,300,667</b>	<b>3,240,333</b>	<b>2,134,920</b>	<b>2,752,723</b>

<b>5 YEAR TOTAL FUNDING</b>	<b>76,572,343</b>
<b>5 YEAR TAXATION FUNDING</b>	<b>8,562,253</b>

## Building Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
<b>RECREATION BUILDINGS &amp; FACILITIES</b>		
1.	<b>Parks and Recreation Buildings</b> An allocation for the development of new Parks and Recreation buildings as well as the redevelopment, expansion and renewal of existing ones in various locations throughout the City to keep pace with the increasing demand due to population growth and emerging trends. This category includes Parks Administration, Parks washrooms, field houses, arenas and pools.	3,232,980
2.	<b>Community and Cultural Buildings</b> An allocation for the development of new community and cultural buildings as well as the redevelopment, renewal and expansion of existing ones. This category includes the theaters, libraries, senior centres, community halls, art gallery, museums and the RCA.	3,403,109
3.	<b>Civic/Protective Service Buildings</b> An allocation for the development of new civic and protective buildings as well as the redevelopment, renewal and expansion of existing ones. This category includes firehalls, police stations and City Hall.	44,706,170
4.	<b>Transportation and Public Works Buildings</b> Funding to support renewal, replacement and new construction of Transportation and Public Works Buildings throughout the City to keep pace increasing demand due to population growth and emerging trends. This category includes Public Works Yard, parkades, cemetery and WWTF administration.	21,073,455
5.	<b>Heritage Buildings</b> An allocation for the development of new City-owned Heritage buildings as well as the redevelopment, renewal and expansion of existing ones.	2,666,630
6.	<b>Capital Opportunities and Partnerships</b> Funding for special projects including partnerships with the School District on community space as part of new school construction as well as funding to allow for capital projects that were not envisioned during the plan development, including partnerships.	1,490,000
<b>5 YEAR TOTAL FUNDING</b>		<b>76,572,343</b>

## Parks Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
P1	DCC PARKLAND ACQUISITION	478,170	8,460,397	5,718,561	12,757,526	7,167,976
P2	LINEAR/NATURAL AREA PARKLAND	473,260	325,559	352,542	-	492,563
P3	NEIGHBOURHOOD PARK DEVT	25,000	-	-	-	-
P4	COMMUNITY PARK DEVELOPMENT	862,250	1,700,000	1,300,000	2,800,000	1,600,000
P5	RECREATION PARK DEVELOPMENT	466,570	2,664,015	1,773,860	-	-
P6	CITY-WIDE PARK DEVELOPMENT	755,710	1,100,000	-	340,000	-
P7	LINEAR/NATURAL AREA PARK DEVT.	406,400	150,000	150,000	150,000	200,000
P8	PARK RENEW., REHAB. & UPGRADES	410,000	1,236,000	832,000	900,000	2,033,000
P9	CAPITAL OPPORTUNITIES AND PARTNERS	917,430	588,948	579,682	192,099	292,631
		<b>4,794,790</b>	<b>16,224,919</b>	<b>10,706,645</b>	<b>17,139,625</b>	<b>11,786,170</b>

## FUNDING SOURCES

GENERAL TAXATION	1,760,000	3,472,059	3,882,218	3,740,571	2,781,712
SURPLUS/RESERVES	2,450,820	5,256,948	1,757,782	2,017,998	2,653,631
DEVELOPMENT COST CHARGES	338,970	7,495,912	5,066,645	5,981,055	6,350,827
DEBENTURE/BORROWING	-	-	-	-	-
FEDERAL/PROV FUNDING	70,000	-	-	-	-
DEV/COMM/OTHER CONTR.	175,000	-	-	5,400,000	-
UTILITY REVENUE	-	-	-	-	-
	<b>4,794,790</b>	<b>16,224,919</b>	<b>10,706,645</b>	<b>17,139,625</b>	<b>11,786,170</b>

<b>5 YEAR TOTAL FUNDING</b>	<b>60,652,149</b>
<b>5 YEAR TAXATION FUNDING</b>	<b>15,636,561</b>

# Parks Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
<b>PARK LAND ACQUISITION</b>		
1.	<b>DCC Parkland Acquisition</b> Park acquisition program based on the residential growth in the City for the purchase of parkland (Neighbourhood, Community, Recreation and City-wide level parks) under the Development Cost Charge program (DCC). Funding is primarily allocated from developer revenue with general taxation covering both the assist factor and secondary suites that are paying reduced DCC's.	34,582,630
2.	<b>Linear/Natural Area Parkland</b> Park acquisition program for the purchase of Natural Areas and Linear Parks not attributed to the DCC program.	1,643,924
3.	<b>Neighbourhood Park Development</b> An allocation to cover the development of neighbourhood level parks including off-site costs related to park development, but does not include buildings.	25,000
4.	<b>Community Park Development</b> An allocation to cover the development of community level parks including off-site costs related to park development, but does not include buildings.	8,262,250
5.	<b>Recreation Park Development</b> An allocation to cover the development of recreation level parks including off-site costs related to park development, but does not include buildings.	4,904,445
6.	<b>City-wide Park Development</b> An allocation to cover the development of city-wide level parks including off-site costs related to park development, but does not include buildings.	2,195,710
7.	<b>Linear/Natural Area Park Development</b> An allocation to cover the development of natural areas and linear parks/trails.	1,056,400
8.	<b>Park Renewal, Rehabilitation &amp; Infrastructure Upgrades</b> An allocation for major repairs or replacement of existing park infrastructure such as sidewalks, hard-surfaced trails, parking lots, sport courts, lighting, electrical and water services, irrigation, fencing, bridges and other major structures.	5,411,000
9.	<b>Special Projects</b> An allocation for various strategic investments into the park and open space system as well as funding to allow for capital projects that were not envisioned during the plan development, including partnerships.	2,570,790
<b>5 YEAR TOTAL FUNDING</b>		<b>60,652,149</b>

## Transportation Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
T1	DEVELOPMENT COST CHARGE ROADS	13,721,130	6,069,000	3,900,000	8,111,664	17,525,778
T2	DCC ROADS - ACTIVE TRANS.	3,305,070	4,928,400	8,307,799	8,407,601	3,400,000
T3	NON-DCC ROADS	60,000	-	-	300,000	-
T4	TRANSPORTATION SYSTEM RENEWAL	5,902,070	4,010,875	4,792,525	4,318,413	9,169,306
T5	BICYCLE NETWORK	1,761,420	300,000	300,000	300,000	300,000
T6	SIDEWALK NETWORK	529,810	500,000	500,000	500,000	500,000
T7	SAFETY AND OPERATIONAL IMPROV.	688,000	400,000	425,000	450,000	500,000
T8	TRAFFIC CONTROL INFRASTRUCTURE	1,108,880	850,000	600,000	650,000	600,000
T9	TRANSIT FACILITIES	7,813,050	60,000	78,000	100,000	20,000
		<b>34,889,430</b>	<b>17,118,275</b>	<b>18,903,324</b>	<b>23,137,678</b>	<b>32,015,084</b>
<b>FUNDING SOURCES</b>						
	GENERAL TAXATION	5,079,840	3,626,953	4,963,156	6,678,773	7,468,574
	SURPLUS/RESERVES	13,893,860	4,207,762	8,677,090	7,670,451	8,689,004
	DEVELOPMENT COST CHARGES	4,455,060	2,145,160	5,094,079	8,627,455	12,301,506
	DEBENTURE/BORROWING	-	-	-	-	-
	FEDERAL/PROV FUNDING	10,564,860	-	-	-	-
	DEV/COMM/OTHER CONTRIBUTIONS	895,810	7,138,400	169,000	161,000	3,556,000
	UTILITY REVENUE	-	-	-	-	-
		<b>34,889,430</b>	<b>17,118,275</b>	<b>18,903,324</b>	<b>23,137,678</b>	<b>32,015,084</b>
<b>5 YEAR TOTAL FUNDING</b>						<b>126,063,791</b>
<b>5 YEAR TAXATION FUNDING</b>						<b>27,817,295</b>



## Transportation Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Development Cost Charge (DCC) Roads</b> Allocation for design, land and construction costs associated with DCC Road projects.	49,327,572
2.	<b>DCC Roads - Active Transportation</b> Allocation for design, land and construction costs associated with DCC Active Transportation projects. General taxation to cover 77.7% Assist.	28,348,870
3.	<b>Non-DCC Roads</b> Infrastructure upgrades which are not part of the 20 Year Servicing Plan and Financing Strategy (collectors and local roads) and City initiated projects to upgrade streets to full urban standards including drainage, fillet paving, sidewalks and landscaped boulevards.	360,000
4.	<b>Transportation System Renewal</b> Allocation for overlay and other processes, including micro asphaltting, for rehabilitation of City roads. Also includes renewal of curb and gutter, bike paths, retaining walls, bridges, street lights, handrails and stairways.	28,193,189
5.	<b>Bicycle Network</b> Allocation for bike network system additions.	2,961,420
6.	<b>Sidewalk Network</b> Allocation required to complete the Non-DCC portion of the sidewalk network.	2,529,810
7.	<b>Safety and Operational Improvements</b> Allocation to cover field reviews and capital improvements for safety improvements or to improve operational efficiency. This will include projects such as left turn bays, traffic control changes, safety barriers, signs, markings, handicap access improvements and retrofit medians.	2,463,000
8.	<b>Traffic Control Infrastructure</b> This program is for construction of new traffic signal control infrastructure that is not part of the DCC program. This includes new traffic signals and pedestrian activated traffic signals, installation of new communication for the traffic signals system and where new development occurs install conduit for future traffic signals.	3,808,880
9.	<b>Transit Facilities</b> Construction of new of existing transit facilities, bus pullouts and shelters.	8,071,050
<b>5 YEAR TOTAL FUNDING</b>		<b>126,063,791</b>

## Solid Waste Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
SW1	EQUIPMENT	528,970	910,000	610,000	610,000	610,000
SW2	SITE IMPROVEMENT	582,200	400,000	525,000	475,000	225,000
SW3	GAS MANAGEMENT	-	450,000	400,000	150,000	450,000
SW4	LEACHATE MANAGEMENT	860,750	150,000	150,000	150,000	450,000
SW5	DRAINAGE AND GROUNDWATER MGT.	289,550	-	1,000,000	-	-
SW6	RECYCLING AND WASTE MGT.	-	-	300,000	-	500,000
SW7	LANDFILL AREA DEVELOPMENT	350,000	75,000	75,000	75,000	75,000
SW8	CLOSURE AND RECLAMATION	-	100,000	100,000	100,000	100,000
SW9	SOLID WASTE RENEWAL	-	460,000	460,000	460,000	460,000
		<b>2,611,470</b>	<b>2,545,000</b>	<b>3,620,000</b>	<b>2,020,000</b>	<b>2,870,000</b>
<b>FUNDING SOURCES</b>						
	GENERAL TAXATION	-	-	-	-	-
	SURPLUS/RESERVES	2,611,470	2,545,000	3,620,000	2,020,000	2,870,000
	DEVELOPMENT COST CHARGES	-	-	-	-	-
	DEBENTURE/BORROWING	-	-	-	-	-
	FEDERAL/PROV FUNDING	-	-	-	-	-
	DEV/COMM/OTHER CONTRIBUTION	-	-	-	-	-
	UTILITY REVENUE	-	-	-	-	-
		<b>2,611,470</b>	<b>2,545,000</b>	<b>3,620,000</b>	<b>2,020,000</b>	<b>2,870,000</b>
<b>5 YEAR TOTAL FUNDING</b>						<b>13,666,470</b>
<b>5 YEAR TAXATION FUNDING</b>						<b>-</b>

# Solid Waste Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Equipment</b> Funding for new equipment and replacement of existing equipment.	3,268,970
2.	<b>Site Improvement</b> Funding for site improvements like buildings, roads, landscaping and fencing.	2,207,200
3.	<b>Gas Management</b> Required for design, installation and extension of gas management system and utilization of gas to energy.	1,450,000
4.	<b>Leachate Management</b> Required for installation and extension of leachate collection, treatment, recirculation network and pump facilities.	1,760,750
5.	<b>Drainage and Groundwater Management</b> Funding for design and installation of surface and groundwater systems, piping, storage and pump stations.	1,289,550
6.	<b>Recycling and Waste Management</b> Facilities and infrastructure to support waste management and recycling including composting, waste separation and diversion, last chance mercantile, and curbside bins.	800,000
7.	<b>Landfill Area Development</b> Required for planning, design and development of areas for filling to maximize available space.	650,000
8.	<b>Closure and Reclamation</b> Required for design and construction of final cover system and closure infrastructure and reclamation of disturbed areas to natural state.	400,000
9.	<b>Solid Waste Renewal</b> Renewal and replacement of site infrastructure and equipment.	1,840,000
<b>5 YEAR TOTAL FUNDING</b>		<b>13,666,470</b>

## Storm Drainage Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
D1	HYDRAULIC UPGRADING PROGRAM	316,420	873,600	725,000	1,225,000	905,595
D2	STORM DRAINAGE QUALITY PROGRAM	421,380	240,000	90,000	90,000	90,000
D3	STORM DRAINAGE RENEWAL	222,290	194,024	223,783	229,217	304,527
		<b>960,090</b>	<b>1,307,624</b>	<b>1,038,783</b>	<b>1,544,217</b>	<b>1,300,122</b>
	GENERAL TAXATION	615,000	862,624	593,783	1,074,217	830,122
	SURPLUS/RESERVES	345,090	445,000	445,000	470,000	470,000
	DEVELOPMENT COST CHARGES	-	-	-	-	-
	DEBENTURE/BORROWING	-	-	-	-	-
	FEDERAL/PROV FUNDING	-	-	-	-	-
	DEV/COMM/OTHER CONTR.	-	-	-	-	-
	UTILITY REVENUE	-	-	-	-	-
		<b>960,090</b>	<b>1,307,624</b>	<b>1,038,783</b>	<b>1,544,217</b>	<b>1,300,122</b>
<b>5 YEAR TOTAL FUNDING</b>						<b>6,150,836</b>
<b>5 YEAR TAXATION FUNDING</b>						<b>3,975,746</b>

## Storm Drainage Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Hydraulic Upgrading Program</b> Estimated expenditures to cover hydraulic improvements to the storm drainage system. These projects are taken directly from the area drainage plans (North, Rutland, Central, Downtown, South Mission and South East Kelowna). Projects are ranked according to priority.	4,045,615
2.	<b>Storm Drainage Quality Program</b> This program includes storm drainage quality projects taken from the area drainage plans and forms the overall work program. The program includes a hydrocarbon and sediment reduction program along high traffic/accident routes. The program considers priority sanding routes, environmental risk, accident rate and coordinated opportunities as criteria for location selection.	931,380
3.	<b>Storm Drainage Renewal</b> This program provides for the renewal and replacement of pipes, pump stations, and treatment facilities.	1,173,841
<b>5 YEAR TOTAL FUNDING</b>		<b>6,150,836</b>



## Information Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
I1	FRONT OFFICE EQUIPMENT	396,500	389,000	384,000	386,000	423,500
I2	SERVER AND DATA STORAGE	230,000	180,000	205,000	180,000	155,000
I3	MAJOR SYSTEM PROJECTS	1,098,610	1,536,098	1,234,677	505,558	528,736
I4	COMMUNICATIONS SYSTEMS	2,505,000	1,355,000	125,000	1,005,000	130,000
		<b>4,230,110</b>	<b>3,460,098</b>	<b>1,948,677</b>	<b>2,076,558</b>	<b>1,237,236</b>
<b>FUNDING SOURCES</b>						
	GENERAL TAXATION	1,181,500	1,746,802	1,948,677	1,176,558	1,237,236
	SURPLUS/RESERVES	2,931,580	513,296	-	-	-
	DEVELOPMENT COST CHARGES	-	-	-	-	-
	DEBENTURE/BORROWING	-	-	-	-	-
	FEDERAL/PROV FUNDING	-	-	-	-	-
	DEV/COMM/OTHER CONTR.	-	1,200,000	-	900,000	-
	UTILITY REVENUE	117,030	-	-	-	-
		<b>4,230,110</b>	<b>3,460,098</b>	<b>1,948,677</b>	<b>2,076,558</b>	<b>1,237,236</b>
<b>5 YEAR TOTAL FUNDING</b>						<b>12,952,679</b>
<b>5 YEAR TAXATION FUNDING</b>						<b>7,290,773</b>

# Information Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Front Office Equipment</b> Information Services have been utilizing a 5 year replacement cycle for desktop equipment which includes computers, printers, monitors, scanners and software. It also includes work group equipment such as large format plotters and copiers.	1,979,000
2.	<b>Server and Data Storage</b> To provide equipment and software in City Hall data centre to support the various systems in place for staff and includes equipment for the Fire Hall data centre. Included are servers, disk storage, tape backups and the related software.	950,000
3.	<b>Major System Projects</b> Major systems projects include tax system, collection systems (cash and electronic funds), permit systems, property systems, Agresso ERP system, Asset Management system, customer relation systems (service requests), employee time entry systems and maintenance management systems.	4,903,679
4.	<b>Communications Systems</b> To provide a networking environment that interconnects the various places and spaces used by City staff, this budget will support the expansion of the City's fibre optic ring which will reduce need for leased communication lines. Network components that have reached the end of their serviceable life will also be replaced.	5,120,000
<b>5 YEAR TOTAL FUNDING</b>		<b>12,952,679</b>

## Vehicle & Mobile Equipment Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
V1	ADDITIONAL VEHICLES/EQUIPMENT	702,350	104,020	113,265	122,288	139,491
V2	VEHICLE/EQUIPMENT RENEWAL	3,249,880	2,700,000	2,835,000	2,976,750	3,125,588
		<b>3,952,230</b>	<b>2,804,020</b>	<b>2,948,265</b>	<b>3,099,038</b>	<b>3,265,079</b>
<b>FUNDING SOURCES</b>						
	GENERAL TAXATION	186,000	104,020	113,265	122,288	139,491
	SURPLUS/RESERVES	2,672,690	2,700,000	2,835,000	2,976,750	3,125,588
	DEVELOPMENT COST CHARGES	-	-	-	-	-
	DEBENTURE/BORROWING	-	-	-	-	-
	FEDERAL/PROV FUNDING	-	-	-	-	-
	DEV/COMM/OTHER CONTR.	139,130	-	-	-	-
	UTILITY REVENUE	954,410	-	-	-	-
		<b>3,952,230</b>	<b>2,804,020</b>	<b>2,948,265</b>	<b>3,099,038</b>	<b>3,265,079</b>
<b>5 YEAR TOTAL FUNDING</b>						<b>16,068,632</b>
<b>5 YEAR TAXATION FUNDING</b>						<b>665,064</b>

## Vehicle & Mobile Equipment Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Additional Vehicles/Equipment</b> This budget supports the addition of new vehicles and equipment to the corporate fleet in response to increased service demand from population growth or additional services.	1,181,414
2.	<b>Vehicle/Equipment Renewal</b> As part of the City's vehicle replacement program, vehicles at the end of their service life cycles are replaced using funds from the equipment replacement reserve. Cars and light trucks have an average design life of 10 years. Most heavy duty equipment has a service life of 7-10 years or 10,000-12,000 hour run time.	14,887,218
<b>5 YEAR TOTAL FUNDING</b>		<b>\$16,068,632</b>

## Fire Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
F1	VEHICLE/EQUIPMENT RENEWAL	3,107,320	324,730	-	337,849	804,080
F2	ADDITIONAL VEHICLES/EQUIPMENT	-	955,087	-	-	-
F3	COMMUNICATIONS SYSTEMS	174,660	166,464	37,142	167,777	-
		<b>3,281,980</b>	<b>1,446,281</b>	<b>37,142</b>	<b>505,626</b>	<b>804,080</b>

## FUNDING SOURCES

GENERAL TAXATION	-	955,087	37,142	167,777	-
SURPLUS/RESERVES	3,281,980	491,194	-	337,849	804,080
DEVELOPMENT COST CHARGES	-	-	-	-	-
DEBENTURE/BORROWING	-	-	-	-	-
FEDERAL/PROV FUNDING	-	-	-	-	-
DEV/COMM/OTHER CONTR.	-	-	-	-	-
UTILITY REVENUE	-	-	-	-	-
	<b>3,281,980</b>	<b>1,446,281</b>	<b>37,142</b>	<b>505,626</b>	<b>804,080</b>

<b>5 YEAR TOTAL FUNDING</b>	<b>6,075,109</b>
<b>5 YEAR TAXATION FUNDING</b>	<b>1,160,006</b>



# Fire Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Vehicle/Equipment Renewal</b> As part of the Fire Departments vehicle/equipment replacement program, vehicles and equipment at the end of their service life cycles are replaced using funds from the Fire Departments equipment replacement reserve.	4,573,979
2.	<b>Additional Vehicles/Equipment</b> This budget supports the addition of new vehicles and equipment to the Fire Department in response to increased service demand from population growth.	955,087
3.	<b>Communications Systems</b> To provide for radio system improvements or replacement, including dispatch requirements	546,043
<b>5 YEAR TOTAL FUNDING</b>		<b>\$6,075,109</b>

## Utility Funds Operating Summary

### Revenues/Expenditures by Year

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
PARCEL TAX	(3,112,358)	(3,152,016)	(3,175,165)	(3,198,681)	(3,204,362)
FEES AND CHARGES	(57,870,543)	(58,465,422)	(59,738,464)	(60,443,542)	(61,802,431)
Sales of Services	(52,366,822)	(53,061,992)	(54,421,821)	(55,823,590)	(57,267,405)
Other	-	-	-	-	-
User Fees	(5,503,721)	(5,403,431)	(5,316,643)	(4,619,951)	(4,535,026)
OTHER REVENUE	(2,258,759)	(2,917,880)	(2,960,215)	(3,033,331)	(3,257,993)
Interest	(719,404)	(1,119,183)	(1,150,045)	(1,211,302)	(1,424,221)
Grants	(560,906)	(410,398)	(414,964)	(419,796)	(424,816)
Other	-	(409,849)	(416,757)	(423,783)	(430,507)
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(978,449)	(978,449)	(978,449)	(978,449)	(978,449)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(10,670,831)	(19,595,245)	(11,186,457)	(9,873,779)	(17,634,791)
Special (Stat Reserve) Funds	(1,320)	(1,320)	(1,320)	(1,320)	(1,320)
Development Cost Charges	(5,354,094)	(5,469,101)	(5,469,101)	(4,979,101)	(1,205,909)
Accumulated Surplus	(5,315,417)	(14,124,824)	(5,716,036)	(4,893,358)	(16,427,562)
<b>TOTAL REVENUE</b>	<b>(73,912,491)</b>	<b>(84,130,563)</b>	<b>(77,060,302)</b>	<b>(76,549,332)</b>	<b>(85,899,578)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	9,979,934	10,378,063	10,826,891	11,246,975	11,683,357
INTERNAL EQUIPMENT	1,090,767	1,113,297	1,138,903	1,165,098	1,191,895
MATERIAL AND OTHER	13,258,681	13,566,519	14,254,644	14,786,749	15,360,272
CONTRACT SERVICES	519,135	538,487	558,208	579,040	600,661
DEBT INTEREST	6,884,819	7,437,310	7,417,454	3,561,375	2,581,061
DEBT PRINCIPAL	8,515,022	8,711,073	10,197,508	7,117,252	4,439,379
INTERNAL ALLOCATIONS	7,211,691	7,215,031	7,215,031	7,215,031	7,215,031
Interdepartment Transfer	6,060,028	6,063,368	6,063,368	6,063,368	6,063,368
Interfund Transfer	1,151,663	1,151,663	1,151,663	1,151,663	1,151,663
TRANSFER TO FUNDS	21,058,762	18,393,141	16,209,513	23,067,451	20,597,715
Special (Stat Reserve) Funds	156,310	156,310	156,310	156,310	156,310
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	20,902,452	18,236,831	16,053,203	22,911,141	20,441,405
<b>TOTAL EXPENDITURES</b>	<b>68,518,811</b>	<b>67,352,921</b>	<b>67,818,152</b>	<b>68,738,971</b>	<b>63,669,371</b>
<b>NET OPERATING EXPENDITURES</b>	<b>(5,393,680)</b>	<b>(16,777,642)</b>	<b>(9,242,150)</b>	<b>(7,810,361)</b>	<b>(22,230,207)</b>

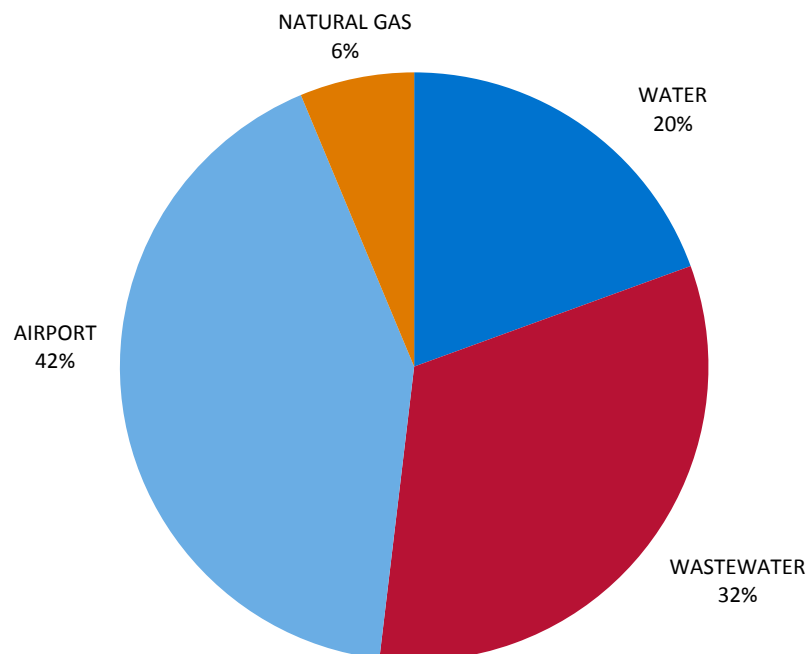


## Utility Funds Net Operating Revenues

### NET OPERATING REVENUES BY YEAR

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
WATER	(14,372,769)	(23,499,644)	(15,343,809)	(15,835,806)	(26,713,691)
WASTEWATER	(23,982,857)	(24,534,359)	(25,182,935)	(25,265,216)	(23,302,466)
AIRPORT	(30,907,703)	(31,338,897)	(31,775,612)	(32,220,775)	(32,673,109)
NATURAL GAS	(4,649,162)	(4,757,664)	(4,757,946)	(3,227,535)	(3,210,312)
<b>TOTAL REVENUE</b>	<b><u>(73,912,491)</u></b>	<b><u>(84,130,563)</u></b>	<b><u>(77,060,302)</u></b>	<b><u>(76,549,332)</u></b>	<b><u>(85,899,578)</u></b>

### 2016 TOTAL UTILITY REVENUE







# Water

## REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
PARCEL TAX	(1,684,935)	(1,489,436)	(1,512,585)	(1,536,101)	(1,559,987)
FEES AND CHARGES	(12,012,809)	(12,155,324)	(12,549,217)	(12,956,621)	(13,378,012)
Sales of Services	(11,989,709)	(12,131,693)	(12,525,042)	(12,931,890)	(13,352,713)
Other	-	-	-	-	-
User Fees	(23,100)	(23,631)	(24,175)	(24,731)	(25,300)
OTHER REVENUE	(180,260)	(792,548)	(787,241)	(848,319)	(910,290)
Interest	(106,780)	(309,219)	(297,004)	(351,056)	(406,303)
Grants	-	-	-	-	-
Other	-	(409,849)	(416,757)	(423,783)	(430,507)
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(73,480)	(73,480)	(73,480)	(73,480)	(73,480)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(494,765)	(9,062,335)	(494,765)	(494,765)	(10,865,400)
Special (Stat Reserve) Funds	(1,320)	(1,320)	(1,320)	(1,320)	(1,320)
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(493,445)	(9,061,015)	(493,445)	(493,445)	(10,864,080)
<b>TOTAL REVENUE</b>	<b>(14,372,769)</b>	<b>(23,499,644)</b>	<b>(15,343,809)</b>	<b>(15,835,806)</b>	<b>(26,713,691)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	2,535,740	2,640,671	2,795,072	2,903,521	3,016,177
INTERNAL EQUIPMENT	348,314	356,325	364,521	372,905	381,481
MATERIAL AND OTHER	2,392,191	2,493,630	2,680,393	2,784,392	2,892,426
CONTRACT SERVICES	427,965	444,570	461,487	479,393	497,993
DEBT INTEREST	471,940	569,432	569,432	569,432	569,432
DEBT PRINCIPAL	333,486	423,489	423,489	423,489	423,489
INTERNAL ALLOCATIONS	1,499,620	1,499,620	1,499,620	1,499,620	1,499,620
Interdepartment Transfer	1,039,672	1,039,672	1,039,672	1,039,672	1,039,672
Interfund Transfer	459,948	459,948	459,948	459,948	459,948
TRANSFER TO FUNDS	4,492,013	2,195,800	2,640,967	2,894,229	2,195,800
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	4,492,013	2,195,800	2,640,967	2,894,229	2,195,800
<b>TOTAL EXPENDITURES</b>	<b>12,501,269</b>	<b>10,623,538</b>	<b>11,434,981</b>	<b>11,926,981</b>	<b>11,476,420</b>
<b>NET OPERATING EXPENDITURES</b>	<b>(1,871,500)</b>	<b>(12,876,106)</b>	<b>(3,908,828)</b>	<b>(3,908,825)</b>	<b>(15,237,271)</b>
<b>SURPLUS/(DEFICIT) (INCLUDED ABOVE)</b>	<b>2,296,213</b>	<b>(8,567,570)</b>	<b>445,167</b>	<b>698,429</b>	<b>(10,864,080)</b>

## Wastewater

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
PARCEL TAX	(1,427,423)	(1,662,580)	(1,662,580)	(1,662,580)	(1,644,375)
FEES AND CHARGES	(14,933,603)	(15,084,781)	(15,644,165)	(16,224,295)	(16,825,943)
Sales of Services	(14,933,603)	(15,084,781)	(15,644,165)	(16,224,295)	(16,825,943)
Other	-	-	-	-	-
User Fees	-	-	-	-	-
OTHER REVENUE	(1,718,497)	(1,768,656)	(1,826,093)	(1,849,999)	(1,913,431)
Interest	(368,122)	(573,270)	(630,707)	(654,613)	(718,045)
Grants	(445,406)	(290,417)	(290,417)	(290,417)	(290,417)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(904,969)	(904,969)	(904,969)	(904,969)	(904,969)
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(5,903,334)	(6,018,341)	(6,050,097)	(5,528,341)	(2,918,718)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	(5,354,094)	(5,469,101)	(5,469,101)	(4,979,101)	(1,205,909)
Accumulated Surplus	(549,240)	(549,240)	(580,996)	(549,240)	(1,712,809)
<b>TOTAL REVENUE</b>	<b>(23,982,857)</b>	<b>(24,534,359)</b>	<b>(25,182,935)</b>	<b>(25,265,216)</b>	<b>(23,302,466)</b>
<b>EXPENDITURES</b>					
SALARIES AND WAGES	3,392,386	3,528,374	3,662,637	3,804,748	3,952,372
INTERNAL EQUIPMENT	718,413	734,936	751,840	769,132	786,822
MATERIAL AND OTHER	3,725,020	3,869,551	4,016,797	4,151,873	4,312,965
CONTRACT SERVICES	41,170	42,767	44,395	46,117	47,907
DEBT INTEREST	2,322,857	2,475,565	2,475,565	1,975,693	995,379
DEBT PRINCIPAL	4,180,587	4,279,950	4,279,950	4,273,529	1,595,655
INTERNAL ALLOCATIONS	4,262,780	4,266,120	4,266,120	4,266,120	4,266,120
Interdepartment Transfer	3,613,135	3,616,475	3,616,475	3,616,475	3,616,475
Interfund Transfer	649,645	649,645	649,645	649,645	649,645
TRANSFER TO FUNDS	1,817,464	1,435,560	352,310	2,076,468	352,310
Special (Stat Reserve) Funds	156,310	156,310	156,310	156,310	156,310
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	1,661,154	1,279,250	196,000	1,920,158	196,000
<b>TOTAL EXPENDITURES</b>	<b>20,460,677</b>	<b>20,632,822</b>	<b>19,849,613</b>	<b>21,363,680</b>	<b>16,309,530</b>
<b>NET OPERATING EXPENDITURES</b>	<b>(3,522,180)</b>	<b>(3,901,536)</b>	<b>(5,333,322)</b>	<b>(3,901,536)</b>	<b>(6,992,936)</b>
<b>SURPLUS/(DEFICIT) (INCLUDED ABOVE)</b>	<b>1,465,154</b>	<b>1,083,250</b>	<b>(31,756)</b>	<b>1,724,158</b>	<b>(1,163,569)</b>

## Airport

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(26,797,530)	(27,220,931)	(27,649,691)	(28,086,557)	(28,530,324)
Sales of Services	(25,443,510)	(25,845,517)	(26,252,614)	(26,667,405)	(27,088,750)
Other	-	-	-	-	-
User Fees	(1,354,020)	(1,375,414)	(1,397,078)	(1,419,152)	(1,441,574)
OTHER REVENUE	(259,500)	(267,293)	(275,247)	(283,546)	(292,111)
Interest	(144,000)	(147,312)	(150,700)	(154,166)	(157,712)
Grants	(115,500)	(119,981)	(124,547)	(129,379)	(134,399)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(3,850,673)	(3,850,673)	(3,850,673)	(3,850,673)	(3,850,673)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(3,850,673)	(3,850,673)	(3,850,673)	(3,850,673)	(3,850,673)
<b>TOTAL REVENUE</b>	<b>(30,907,703)</b>	<b>(31,338,897)</b>	<b>(31,775,612)</b>	<b>(32,220,775)</b>	<b>(32,673,109)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	4,051,808	4,209,018	4,369,182	4,538,706	4,714,808
INTERNAL EQUIPMENT	24,040	22,035	22,542	23,061	23,591
MATERIAL AND OTHER	7,129,470	7,191,062	7,544,895	7,837,637	8,141,738
CONTRACT SERVICES	50,000	51,150	52,326	53,530	54,761
DEBT INTEREST	1,203,500	1,404,250	1,388,250	1,016,250	1,016,250
DEBT PRINCIPAL	2,270,309	2,270,310	3,752,889	2,420,234	2,420,234
INTERNAL ALLOCATIONS	1,429,291	1,429,291	1,429,291	1,429,291	1,429,291
Interdepartment Transfer	1,387,221	1,387,221	1,387,221	1,387,221	1,387,221
Interfund Transfer	42,070	42,070	42,070	42,070	42,070
TRANSFER TO FUNDS	14,749,285	14,761,781	13,216,235	14,902,066	14,872,436
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	14,749,285	14,761,781	13,216,235	14,902,066	14,872,436
<b>TOTAL EXPENDITURES</b>	<b>30,907,703</b>	<b>31,338,898</b>	<b>31,775,611</b>	<b>32,220,775</b>	<b>32,673,109</b>
<b>NET OPERATING EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>(0)</b>	<b>(0)</b>	<b>0</b>
<b>SURPLUS/(DEFICIT) (INCLUDED ABOVE)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Natural Gas

### REVENUE AND EXPENDITURE SUMMARY BY YEAR

	2016	2017	2018	2019	2020
<b><u>REVENUE</u></b>					
PARCEL TAX	-	-	-	-	-
FEES AND CHARGES	(4,126,601)	(4,004,386)	(3,895,391)	(3,176,069)	(3,068,152)
Sales of Services	-	-	-	-	-
Other	-	-	-	-	-
User Fees	(4,126,601)	(4,004,386)	(3,895,391)	(3,176,069)	(3,068,152)
OTHER REVENUE	(100,502)	(89,382)	(71,634)	(51,466)	(142,160)
Interest	(100,502)	(89,382)	(71,634)	(51,466)	(142,160)
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
TRANSFERS FROM FUNDS	(422,059)	(663,896)	(790,922)	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(422,059)	(663,896)	(790,922)	-	-
<b>TOTAL REVENUE</b>	<b>(4,649,162)</b>	<b>(4,757,664)</b>	<b>(4,757,946)</b>	<b>(3,227,535)</b>	<b>(3,210,312)</b>
<b><u>EXPENDITURES</u></b>					
SALARIES AND WAGES	-	-	-	-	-
INTERNAL EQUIPMENT	-	-	-	-	-
MATERIAL AND OTHER	12,000	12,276	12,558	12,847	13,143
CONTRACT SERVICES	-	-	-	-	-
DEBT INTEREST	2,886,522	2,988,063	2,984,207	-	-
DEBT PRINCIPAL	1,730,640	1,737,324	1,741,180	-	-
INTERNAL ALLOCATIONS	20,000	20,000	20,000	20,000	20,000
Interdepartment Transfer	20,000	20,000	20,000	20,000	20,000
Interfund Transfer	-	-	-	-	-
TRANSFER TO FUNDS	-	-	-	3,194,688	3,177,169
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	3,194,688	3,177,169
<b>TOTAL EXPENDITURES</b>	<b>4,649,162</b>	<b>4,757,663</b>	<b>4,757,946</b>	<b>3,227,535</b>	<b>3,210,312</b>
<b>NET OPERATING EXPENDITURES</b>	<b>0</b>	<b>(0)</b>	<b>(0)</b>	<b>0</b>	<b>(0)</b>
<b>SURPLUS/(DEFICIT) (INCLUDED ABOVE)</b>	<b>(422,059)</b>	<b>(663,896)</b>	<b>(790,922)</b>	<b>3,194,688</b>	<b>3,177,169</b>

## Capital Summary

## Utility Funds

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
WATER	3,695,410	15,609,700	4,661,000	4,433,000	15,690,000
WASTEWATER	6,551,960	3,960,000	9,100,000	3,960,000	17,022,000
AIRPORT	58,810,550	19,280,048	29,642,081	12,139,159	15,890,935
	<u>69,057,920</u>	<u>38,849,748</u>	<u>43,403,081</u>	<u>20,532,159</u>	<u>48,602,935</u>

## FUNDING SOURCES:

WATER UTILITY OPERATING	1,871,500	12,876,106	3,908,828	3,908,825	15,237,271
WASTEWATER UTILITY OPER.	3,522,180	3,901,536	5,333,322	3,901,536	6,992,936
RESERVES/SURPLUS	55,818,900	19,280,048	29,642,081	12,139,159	15,890,935
DEVELOPMENT COST CHARGES	1,569,360	2,642,058	4,368,850	432,639	10,331,793
DEBENTURE BORROWING	782,980	-	-	-	-
FEDERAL/PROV CONTRIBUTIONS	5,343,000	-	-	-	-
DEV/COMM/OTHER CONTR.	150,000	150,000	150,000	150,000	150,000
	<u>69,057,920</u>	<u>38,849,748</u>	<u>43,403,081</u>	<u>20,532,159</u>	<u>48,602,935</u>





## Water Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
1.	DCC PIPES (MAINS)	750,000	5,814,000	551,000	-	11,580,000
2.	DCC BOOSTER STATIONS & PRV'S	-	1,893,700	-	323,000	-
3.	DCC WATER TREATMENT	-	-	-	-	-
4.	DCC RESERVOIRS AND FILLING STATIONS	-	2,698,000	-	-	-
5.	DCC OFFSITE AND OVERSIZE	842,980	60,000	60,000	60,000	60,000
6.	NETWORK AND FACILITY RENEWAL	1,952,430	3,900,000	3,900,000	3,900,000	3,900,000
7.	NETWORK AND FACILITY IMPROVEMENTS	150,000	1,244,000	150,000	150,000	150,000
		<b>3,695,410</b>	<b>15,609,700</b>	<b>4,661,000</b>	<b>4,433,000</b>	<b>15,690,000</b>

### FUNDING SOURCES:

GENERAL TAXATION	-	-	-	-	-
SURPLUS/RESERVES	472,430	-	-	-	-
DEVELOPMENT COST CHARGES	418,500	2,583,594	602,172	374,175	302,729
DEBENTURE/BORROWING	782,980	-	-	-	-
FEDERAL/PROV FUNDING	-	-	-	-	-
DEV/COMM/OTHER CONTRIBUTIONS	150,000	150,000	150,000	150,000	150,000
UTILITY REVENUE	1,871,500	12,876,106	3,908,828	3,908,825	15,237,271
	<b>3,695,410</b>	<b>15,609,700</b>	<b>4,661,000</b>	<b>4,433,000</b>	<b>15,690,000</b>

<b>5 YEAR TOTAL FUNDING</b>	<b>44,089,109</b>
<b>5 YEAR UTILITY OPERATING FUNDING</b>	<b>37,802,529</b>

# Water Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>DCC Pipes (Mains)</b> New water mains to accommodate growth.	18,695,000
2.	<b>DCC Booster Stations &amp; PRVs</b> New booster stations & PRV's to accommodate growth.	2,216,700
3.	<b>DCC Water Treatment</b> New treatment capacity and facilities to accommodate growth.	-
4.	<b>DCC Reservoirs and Filling Stations</b> New reservoirs and filling stations to accommodate growth.	2,698,000
5.	<b>DCC Offsite and Oversize</b> The City's share of costs to oversize water infrastructure and to do work in excess of the developer's own needs.	1,082,980
6.	<b>Network and Facility Renewal</b>  Renewal of existing water mains, booster stations, PRVs, water treatment systems, reservoirs and filling stations that have reached the end of their service life.	17,552,430
7.	<b>Network and Facility Improvements</b> Expansion or upgrade of Water network and facilities to accommodate growth, meet regulatory requirements and/or improve service.	1,844,000
<b>5 YEAR TOTAL FUNDING</b>		<b>44,089,110</b>

## Wastewater Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
1.	DCC PIPES (MAINS)	-	-	5,140,000	-	3,970,000
2.	DCC LIFT STATIONS	825,810	-	-	-	1,274,000
3.	DCC WASTEWATER TREATMENT FACILITIES	899,120	-	-	-	7,818,000
4.	DCC OVERSIZE	60,000	60,000	60,000	60,000	60,000
5.	NETWORK AND FACILITY RENEWAL	4,542,030	3,800,000	3,800,000	3,800,000	3,800,000
6.	NETWORK AND FACILITY IMPROVEMENTS	225,000	100,000	100,000	100,000	100,000
		<b>6,551,960</b>	<b>3,960,000</b>	<b>9,100,000</b>	<b>3,960,000</b>	<b>17,022,000</b>

**FUNDING SOURCES:**

GENERAL TAXATION	-	-	-	-	-
SURPLUS/RESERVES	1,878,920	-	-	-	-
DEVELOPMENT COST CHARGES	1,150,860	58,464	3,766,678	58,464	10,029,064
DEBENTURE/BORROWING	-	-	-	-	-
FEDERAL/PROV FUNDING	-	-	-	-	-
DEV/COMM/OTHER CONTRIBUTIONS	-	-	-	-	-
UTILITY REVENUE	3,522,180	3,901,536	5,333,322	3,901,536	6,992,936
	<b>6,551,960</b>	<b>3,960,000</b>	<b>9,100,000</b>	<b>3,960,000</b>	<b>17,022,000</b>

<b>5 YEAR TOTAL FUNDING</b>	<b>40,593,960</b>
<b>5 YEAR UTILITY OPERATING FUNDING</b>	<b>23,651,510</b>

# Wastewater Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>DCC Pipes (Mains)</b> New wastewater mains to support growth.	9,110,000
2.	<b>DCC Lift Stations</b> New wastewater lift stations to support growth.	2,099,810
3.	<b>DCC Wastewater Treatment Facilities</b> New wastewater treatment facilities to support growth.	8,717,120
4.	<b>DCC Oversize</b> The City's share of costs to oversize wastewater infrastructure and to do work in excess of the developer's own needs.	300,000
5.	<b>Network and Facility Renewal</b> Renewal of existing wastewater mains, lift stations and treatment facilities that have reached the end of their service life.	19,742,030
6.	<b>Network and Facility Improvements</b> Expansion or upgrade of Wastewater network and facilities to accommodate growth, meet regulatory requirements and/or improve service.	625,000
<b>5 YEAR TOTAL FUNDING</b>		<b>40,593,960</b>



## Airport Capital

PLAN NO.	PLAN DESCRIPTION	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
1.	REGULAR RESERVE FUNDED PROJECTS	10,559,170	2,640,000	3,865,000	2,575,000	2,460,000
2.	AIF FUNDED CAPITAL PROJECTS	48,124,880	16,540,049	25,677,082	9,464,160	13,330,936
3.	SMALL CAPITAL PROJECTS	126,500	99,999	99,999	99,999	99,999
4.	FEDERAL FUNDED PROJECTS	-	-	-	-	-
		<b>58,810,550</b>	<b>19,280,048</b>	<b>29,642,081</b>	<b>12,139,159</b>	<b>15,890,935</b>
<b>FUNDING SOURCES:</b>						
	AIRPORT GROUND SIDE RESERVE	7,133,694	2,193,333	2,133,333	2,133,333	2,133,333
	AIRPORT AIRSIDE RESERVE	2,786,833	213,333	1,383,333	208,333	83,333
	AIRPORT TERMINAL BUILDING RESERVE	765,143	333,333	448,333	333,333	343,333
	AIRPORT IMPROVEMENT FEE RESERVE	42,781,880	16,540,049	25,677,082	9,464,160	13,330,936
	AIF DEBENTURE/BORROWING	-	-	-	-	-
	DEVELOPER/COMMUNITY CONTRIBUTIONS	-	-	-	-	-
	FEDERAL/PROVINCIAL	5,343,000	-	-	-	-
		<b>58,810,550</b>	<b>19,280,048</b>	<b>29,642,081</b>	<b>12,139,159</b>	<b>15,890,935</b>
<b>5 YEAR TOTAL FUNDING</b>						<b>135,762,773</b>
<b>5 YEAR UTILITY OPERATING FUNDING</b>						<b>-</b>

# Airport Capital

PLAN NO.	PLAN DESCRIPTION	Total Project Cost (5 Yrs)
1.	<b>Regular Reserve and Developer/Community Funded Projects</b> Funding for building repairs and upgrades, equipment purchases and airside improvements.	22,099,170
2.	<b>Airport Improvement Fee (AIF) Funded Projects</b> Funding for the completion of the airside corridor extension and apron expansion and project management.	113,137,107
3.	<b>Small Capital Projects</b> Funding for minor capital projects which need to be implemented expeditiously.	526,496
4.	<b>Federal/Provincial Funded Projects</b> Federally funded projects for security and other airport enhancements.	-
<b>5 YEAR TOTAL FUNDING</b>		<b>135,762,773</b>

# 2016 FINANCIAL PLAN

Volume 3 - Final budget requests



# OPERATING REQUESTS

<b>Request:</b>	Transit Revenues
<b>Reason:</b>	This request is to increase the transit pass revenue budget to reflect the increase in ridership and 2015 transit fares.
<b>Amount:</b>	\$245,600
<b>Impact:</b>	Reduction to Tax Deman



# OPERATING REQUESTS

**Request:** Development Services Revenue

**Reason:** This request is to increase revenue budgets to reflect the 2016 increase in projected annual revenue for rezoning and permit and inspections for heating, plumbing, swimming pools, institutional alterations and new residential accessory and semi-detached buildings.

**Amount:** \$286,300

**Impact:** Reduction to Tax Demand





## OPERATING REQUESTS

<b>Request:</b>	Civic Building - Arc Flash Hazard Analysis
<b>Reason:</b>	Conduct a short circuit, coordination, and arc flash incident energy analysis for multiple sites operated by the City of Kelowna. This requirement is being driven by WorksafeBC and the BC Safety Authority who have adopted CSA Z-462 Standard to ensure worker safety and protect against equipment downtime. This analysis is required for the City to be in compliance with the standard and mitigate/control arc flash hazards.
<b>Amount:</b>	\$70,000
<b>Impact:</b>	Appropriation from Building Repair Reserve

## OPERATING REQUESTS

<b>Request:</b>	DNA Analysis Services Fee
<b>Reason:</b>	A new agreement with respect to Biology Casework Analysis has been endorsed by the Provincial Minister of Justice (MOJ), Attorney General and the Federal Minister of Public Safety and Emergency Preparedness. MOJ Police Services has created a cost sharing model calculated on the total cost for DNA analysis in BC, distributed proportionally based on the agency's two year average usage.
<b>Amount:</b>	\$64,140
<b>Impact:</b>	Increase to Tax Demand

## OPERATING REQUESTS

<b>Request:</b>	FortisBC Gas Franchise Fee Revenue
<b>Reason:</b>	This request is to adjust the franchise fee revenue due from FortisBC to \$1,152,140 from the 2016 provisional amount of \$1,317,040. The fee is based on 3% of the gross revenues from natural gas sales within the City of Kelowna during the 2015 calendar year.
<b>Amount:</b>	\$164,900
<b>Impact:</b>	Increase to Tax Demand



# OPERATING REQUESTS

**Request:** Transmission of Taxes - BIA's and Other Governments

**Reason:** To establish the receipt and disbursement of taxes to Business Improvement Areas (BIA's) and other governments.

**Amount:** \$100,446,873

**Impact:** No Impact to Tax Demand

Regional District Central Okanagan	\$11,741,575
Regional Hospital	\$11,453,987
School Tax	\$68,473,275
Okanagan Regional Library	\$5,756,024
B.C. Assessment Authority	\$2,020,908
Kelowna Downtown BIA	\$828,404
Uptown Rutland BIA	\$172,700

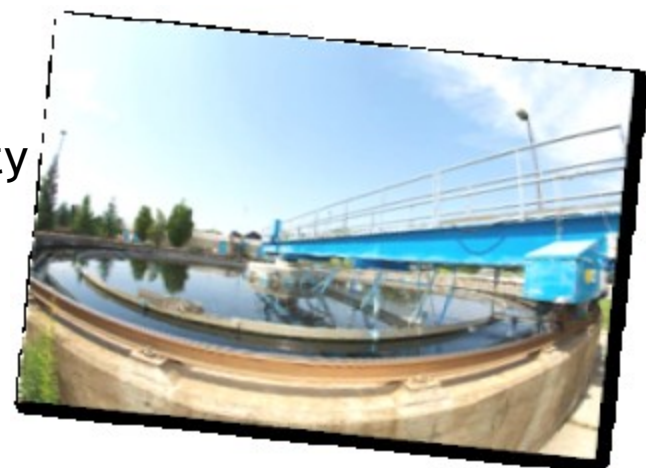
## OPERATING REQUESTS

<b>Request:</b>	Water Revenues
<b>Reason:</b>	An increase of \$708,960 at Provisional Budget has been adjusted to reflect a full year of 2015 revenue results. This request is to adjust water revenue expectations for 2016 as follows: Commercial Water Sales Increase: \$23,400 Domestic Water Sales Decrease: \$57,000
<b>Amount:</b>	\$33,600
<b>Impact:</b>	Appropriation from Water Utility



## OPERATING REQUESTS

<b>Request:</b>	Debt Changes - Wastewater
<b>Reason:</b>	To adjust principal, interest, and debt recoveries related to borrowing for the Okaview and North Rutland spec areas. The lending rate was reset from 4.17% to 1.80% effective with the Spring 2016 payment.
<b>Amount:</b>	\$153,085
<b>Impact:</b>	No Impact to Wastewater Utility



## OPERATING REQUESTS

<b>Request:</b>	Wastewater Revenues
<b>Reason:</b>	An increase of \$943,700 at Provisional Budget has been adjusted to reflect a full year of 2015 revenue results. This request is to adjust wastewater revenue expectations for 2016 as follows: Commercial Sales Increase: \$97,600 Residential Sales Increase: \$157,300
<b>Amount:</b>	\$254,900
<b>Impact:</b>	Contribution to Wastewater Utility

## OPERATING REQUESTS

<b>Request:</b>	2016 Airport debt
<b>Reason:</b>	To adjust principal and interest payments for the airport debt borrowing.
<b>Amount:</b>	\$130,336
<b>Impact:</b>	Contribution to Airport Reserve



## CAPITAL REQUESTS

<b>Request:</b>	Library Plaza Parkade-Structural Repairs and Traffic Deck Coating
<b>Reason:</b>	The 2015 structural evaluation of the original Library Plaza parkade recommends various concrete repairs, reapplication of the traffic deck coating and epoxy injections into leaking cracks to ensure the facility's maximum life expectancy can be achieved. The work will be performed immediately following completion of the new Memorial Parkade. This will allow for temporary relocation of customers while excess capacity is available prior to full occupancy of the new Community Health & Services Center.
<b>Amount:</b>	\$643,000
<b>Impact:</b>	Appropriation from Parking Reserve



# 2016 FINAL BUDGET & 5-YEAR FINANCIAL PLAN

April 25, 2016







## REGULATORY REQUIREMENTS

- ▶ Community Charter states:
  - ▶ Must be adopted by bylaw
  - ▶ 5-year planning period
  - ▶ Must include proposed expenditures & funding sources
  - ▶ Must include objectives & policies

# PROVISIONAL BUDGET

Council approved in December:

## Provisional Tax demand

Protective Services (Bldg & Contract)

Other

Tax Increase

**\$120.18 M**

**1.97%**

**2.15%**

**4.12%**

## FINAL BUDGET

Includes recent impacts:

Provisional tax demand

**\$120.18 M**

Operating requests

**(\$302,860)**

Capital requests

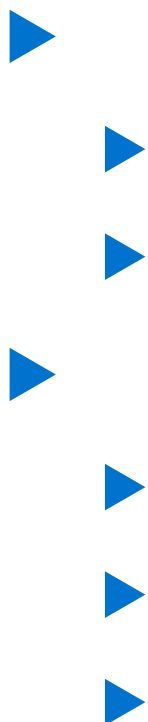
**\$0**

2016 Final tax demand

**\$119.88 M**

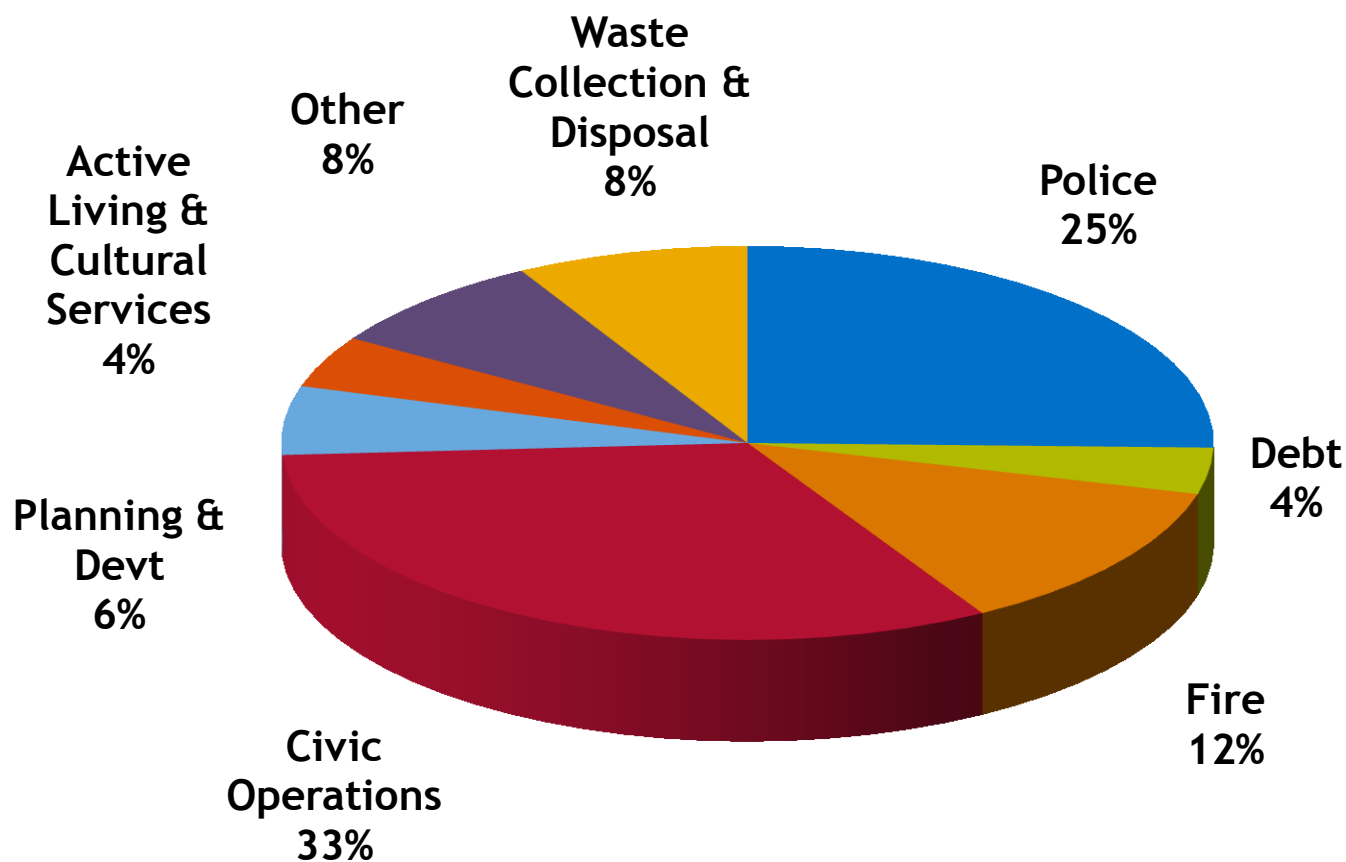
Final tax rate

**4.11%**



# FINAL BUDGET

## *Allocation of tax dollars*





## 2017 IMPACT

Additional cost increase

**\$2,176,944**

One time costs

**(\$692,300)**

Total

**\$1,484,644**

Impact on 2017 budget

**1.24%**

# 5-YEAR FINANCIAL PLAN

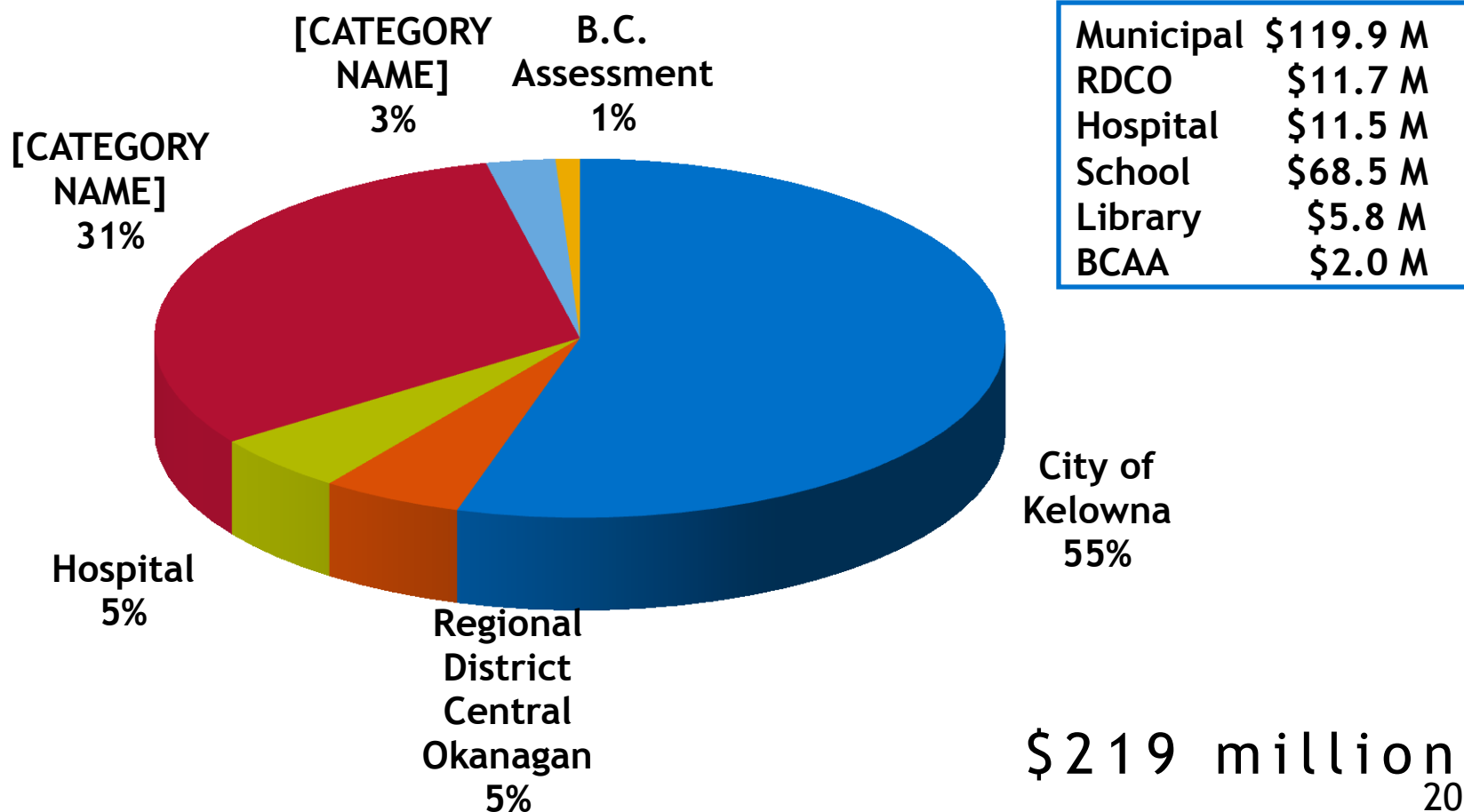
*(in millions)*

	2016	2017	2018	2019	2020
General revenues	\$12.2	\$12.5	\$12.8	\$13.1	\$13.5
Net operating budget	\$120.1	\$126.1	\$132.4	\$138.6	\$144.8
Pay-as-you-go capital	\$12.0	\$12.8	\$13.6	\$14.4	\$15.3
Taxation demand	\$119.9	\$126.4	\$133.2	\$139.9	\$146.6
Municipal tax rate	4.11%	4.09%	4.18%	4.06%	4.00%

## 5-YEAR FINANCIAL PLAN

- ▶ Objectives and policies
  - ▶ Funding Sources
  - ▶ Distribution of Property Tax
  - ▶ Permissive Tax Exemptions

# TAXATION IMPACTS



# TAXATION IMPACTS - RESIDENTIAL

	2016	Difference	Change
Average assessed value	\$501,410	\$33,680	7.20%
Municipal	\$1,861	\$73.55	4.11%
School (net)	\$165	\$14.59	1.58%
Others	\$451	\$5.46	1.22%
Total tax levy	\$2,477	\$93.60	3.93%

# TAXATION IMPACTS - BUSINESS

	2016	Difference	Change
Average assessed value	\$1.28M	\$51,000	4.14%
Municipal	\$10,443	\$412.60	4.11%
School (net)	\$7,051	(\$93.91)	(1.31%)
Others	\$2,797	(\$33.36)	(1.18%)
Total tax levy	\$20,291	\$285.32	1.43%





# CITY OF KELOWNA

## BYLAW NO. 11227

### Five Year Financial Plan 2016-2020

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. Schedule "A" attached hereto and forming part of this bylaw is hereby declared to be the Five Year Financial Plan of the City of Kelowna for the period January 1<sup>st</sup>, 2016 to and including December 31<sup>st</sup>, 2020.
2. Schedule "B" attached hereto and forming part of this bylaw is hereby declared to be the Statement of Objectives and Policies in accordance with Section 165 (3.1) of the *Community Charter*.
3. This bylaw may be cited for all purposes as the "Five Year Financial Plan Bylaw, 2016-2020, No. 11227".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**Schedule A**  
**Financial Plan 2016 - 2020**

	2016	2017	2018	2019	2020	2021-2030
<b>REVENUE</b>						
PROPERTY VALUE TAX	119,879,430	126,418,833	133,163,297	139,873,658	146,621,819	1,793,646,313
LIBRARY REQUISITION	5,756,024	5,888,413	6,023,846	6,162,394	6,304,130	71,592,421
PARCEL TAXES	3,223,783	3,263,441	3,286,590	3,310,106	3,315,787	34,332,234
FEES AND CHARGES	106,746,093	109,734,726	111,367,172	113,311,918	115,947,582	1,299,290,083
BORROWING PROCEEDS	55,276,560	-	-	-	-	89,000,000
OTHER SOURCES	62,694,808	52,235,708	45,043,983	52,334,027	50,601,845	570,088,175
	353,576,698	297,541,121	298,884,887.43	314,992,103.06	322,791,163.99	3,857,949,226
<b>TRANSFERS BETWEEN FUNDS</b>						
RESERVE FUNDS	3,426,636	2,231,501	2,231,303	2,231,094	1,631,594	13,341,983
DCC FUNDS	13,119,310	19,154,057	21,400,501	21,053,485	31,223,270	163,065,700
SURPLUS/RESERVE ACCOUNTS	102,079,775	56,433,187	57,312,956	36,826,288	56,966,588	264,442,430
	118,625,721	77,818,744	80,944,760	60,110,867	89,821,452	440,850,113
<b>TOTAL REVENUE</b>	<b>472,202,419</b>	<b>375,359,865</b>	<b>379,829,648</b>	<b>375,102,970</b>	<b>412,612,616</b>	<b>4,298,799,338</b>
<b>EXPENDITURES</b>						
MUNICIPAL DEBT						
DEBT INTEREST	11,664,060	12,238,919	12,214,879	8,853,533	7,662,060	66,518,128
DEBT PRINCIPAL	13,498,254	13,391,604	14,699,076	11,565,938	8,463,806	64,128,675
CAPITAL EXPENDITURES	190,827,480	91,589,675	88,270,800	74,820,189	109,768,109	826,484,594
OTHER MUNICIPAL PURPOSES						
GENERAL GOVERNMENT	27,170,244	27,711,268	28,594,708	29,466,037	30,327,549	328,757,898
PLANNING, DEVELOPMENT &						
BUILDING SERVICES	24,216,452	22,678,943	23,952,392	24,779,277	25,647,455	275,606,795
COMMUNITY SERVICES	79,025,868	79,657,865	81,936,252	84,647,345	87,606,264	1,056,070,646
PROTECTIVE SERVICES	51,283,115	54,584,686	57,528,149	60,542,825	64,195,225	783,164,488
UTILITIES	19,375,599	19,908,841	20,575,440	21,110,667	21,687,027	251,344,398
AIRPORT	12,684,609	12,902,556	13,418,237	13,882,225	14,364,189	172,458,732
	429,745,681	334,664,357	341,189,934	329,668,038	369,721,685	3,824,534,354
<b>TRANSFERS BETWEEN FUNDS</b>						
RESERVE FUNDS	15,626,706	16,693,234	16,761,320	16,693,383	16,613,357	160,787,118
DCC FUNDS	-	-	-	-	-	-
SURPLUS/RESERVE ACCOUNTS	26,830,032	24,002,274	21,878,394	28,741,549	26,277,573	313,477,866
	42,456,738	40,695,509	38,639,714	45,434,932	42,890,930	474,264,985
<b>TOTAL EXPENDITURES</b>	<b>472,202,419</b>	<b>375,359,865</b>	<b>379,829,648</b>	<b>375,102,970</b>	<b>412,612,616</b>	<b>4,298,799,338</b>

**Schedule "B"**  
**Statement of Objectives and Policies**

In accordance with Section 165(3.1) of the *Community Charter*, municipalities are required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

- (a) For each of the funding sources described in Section 165(7) of the *Community Charter*, the proportion of total revenue that is proposed to come from that funding source;
- (b) The distribution of property value taxes among the property classes that may be subject to taxes; and
- (c) The use of permissive tax exemptions.

### **Funding Sources**

Table 1 shows the proportion of total revenue proposed to be raised from each funding source in 2016. Property taxes and fees and charges are two of the largest sources of revenue. Both have advantages in that they are stable, relatively simple to administer and are generally understood by citizens. The City of Kelowna also utilizes funds from reserves and surplus as another main source of financial support. Reserve funds are closely managed to ensure and protect the current and future financial viability of the municipality. Other sources of revenue may be variable and fluctuate from year to year depending on the economic influences and capital programs undertaken by the City.

### **Objectives**

- Investigate other potential funding sources and securing opportunities for additional revenues.
- Begin to decrease the municipality's reliance on property taxes and explore opportunities to increase the percent of total revenue received from user fees and charges and senior government grants.
- Maintain a fees and charges structure whereby increases are applied on a regular basis in line with inflation, while ensuring that service levels remain competitive and affordable.

### **Policies**

- Pursue non-property tax revenues whenever possible through applying for government grants and charging user fees at appropriate levels.
- Perform regular reviews of revenue generating areas for appropriate application of rate increases.
  - Planning and Development Fees.
  - Recreation & Cultural Services - application of BC Consumer Price Index.
  - Utility Revenues - ensure Utilities operate as self-supporting enterprise funds.
- Increase provincial and federal grant revenue through maximum utilization of the City's Grant Manager position.

**Table 1: Sources of Revenue**

Revenue Source	Revenue \$ (000's)	% of Revenue
Property Value Tax	119,879	25%
Library Requisition	5,756	1%
Parcel Taxes	3,224	1%
Fees & Charges	106,746	22%
Borrowing Proceeds	55,276	12%
Other Sources	62,695	14%
Reserve Funds/Accounts	118,626	25%
<b>Total</b>	<b>472,202</b>	<b>100%</b>

### **Distribution of Property Tax Rates**

Table 2 outlines the council approved municipal tax distribution policy for 2016 and the relative proportion of tax revenues. Projected revenues from the combined residential, recreational and Non-Profit classes, provides the largest proportion of property tax revenue. This cumulative class represents the largest tax assessment base and hence utilizes the majority of City services.

### **Objectives**

- Provide an effective tax change that is the same for all property classes.

- Ensure that business and light industry property tax ratios remain below the average of BC municipalities with populations greater than 75,000.
- Allow for a maximum ratio cap of 3.00:1 for the Light Industrial/Business class.

#### Policies

- Council will annually review and modify tax class ratios to provide an effective tax change that is the same for all classes.
- The impacts on other property classes from administering a ratio cap on the Light Industrial/Business classes will be reported to Council during the annual Tax Distribution Policy review.
- Regularly review and compare the City's relative position in terms of distribution of taxes to other similarly sized municipalities in British Columbia.

**Table 2: Tax Class Ratios and Projected Revenues**

Property Class	Description	2016 Tax Class Ratios	Tax Revenue (000's)	2015 Tax Class Ratios
01/08/03	Res/Rec/NP/SH	1.0000:1	83,499	1.0000:1
02	Utilities	5.0458:1	511	5.1296:1
04	Major Industrial	3.7328:1	386	3.4822:1
05/06	Light Ind/Bus/Other	2.1934:1	34,972	2.1307:1
09	Farm Land	0.1275:1	10	0.1244:1
91	Farm Improvements	0.4801:1	501	0.4882:1
	<b>Total Revenues</b>		<b>119,879</b>	

#### **Permissive Tax Exemptions**

The City has an existing permissive tax exemption policy which guides the administration and approval of permissive tax exemptions. Some of the eligibility criteria for permissive tax exemptions that are outlined in the policy include the following:

- The applicant must qualify for an exemption under the provisions of the Community Charter.
- The organization receiving an exemption must be a registered non-profit society or registered charity, as the support of the municipality will not be used for commercial and private gain.
- The tax exemption must demonstrate benefit to the community and residents of the City by enhancing the quality of life (spiritually, educationally, socially and culturally), while delivering services economically to the citizens within the community.

The value of tax exemptions provided by Council for 2016 (based on 2015 assessment totals and tax rates) is \$1,929,523. The following breaks down the total into various exemption categories and the exemption value for the category:

Places of Worship - \$280,318

Private schools - \$159,177

Hospitals - \$ 15,789

Special Needs Housing - \$55,630

Social Services - \$187,011

Public Park, Athletic or Recreational - \$440,681

Cultural - \$315,652

Partnering, Heritage or Other Special Exemptions Authority - \$333,573

Revitalization - \$141,692

In order to encourage the restoration and preservation of commercial, industrial and institutional building, properties that meet the criteria outlined in the Heritage Building Tax Incentive Program policy can receive a tax exemption.

The establishment of the Revitalization Tax Exemption policy allows qualifying properties within the Downtown Urban Centre and Rutland Urban Centre areas to receive a tax exemption.

#### Objectives

- Continue to provide permissive tax exemptions to support qualifying organizations that improve the well-being of the community.
- The municipality will continue to provide heritage and revitalization tax exemptions for qualifying properties.

#### Policies

- Permissive tax exemptions will be considered to encourage activities that: (a) are consistent with the quality of life objectives of the municipality; (b) provide direct access and benefit to the public; and (c) would otherwise be provided by the municipality.
- To meet the city's commitment to the ongoing restoration, preservation and maintenance of buildings and structures on its Heritage Register, eligible properties will be considered for a tax exemption.
- To support the city's revitalization program of the Downtown Urban Centre and Rutland Urban Centre, qualifying properties will be considered for a tax exemption.



**CITY OF KELOWNA**  
**BYLAW NO. 11228**  
**Tax Structure Bylaw, 2016**

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WHEREAS the Letters Patent of the City of Kelowna provide that the municipality may be divided into two (2) or more taxation areas by bylaw adopted prior to the adoption of the Annual Budget Bylaw;

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1.     **Taxation Area 1**

        All lands and improvement thereon classified for assessment purposes as "Farm".

2.     **Taxation Area 2**

        All lands and improvements thereon not included in Taxation Area 1.

3.     This bylaw shall be applicable for the 2016 taxation year.

4.     This bylaw may be cited for all purposes as "Tax Structure Bylaw, 2016 No. 11228".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11229

### Annual Tax Rates Bylaw, 2016

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WHEREAS the Letters Patent dated the Twenty-fifth day of April, 1973 for the City of Kelowna provides for differing levels of taxation taking into consideration the extent of level of services being provided to different areas within the municipality.

The Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The following rates are hereby imposed and levied for the taxation year 2016:
  - (a) For all lawful General purposes of the municipality on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "A" of Schedule 1 of this Bylaw;
  - (b) For Debt purposes on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "B" of Schedule 1 of this Bylaw;
  - (c) For purposes of the Okanagan Regional Library on the assessed value of land and improvements taxable for Regional Library purposes, rates appearing in column "C" of Schedule 1 of this Bylaw;
  - (d) For Hospital purposes on the assessed value of land and improvements taxable for Regional Hospital District purposes, rates appearing in column "D" of Schedule 1 of this Bylaw;
  - (e) For purposes of the Regional District of Central Okanagan on the assessed value of land and improvements taxable for Regional District purposes, rates appearing in column "E" of Schedule 1 of this Bylaw;
  - (f) For purposes of the Regional District of Central Okanagan on the assessed value of land only for the Regional District of Central Okanagan Sterile Insect Release Program, rates appearing in column "F" of Schedule 1 of this Bylaw; and
  - (g) For Local Service Area purposes on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in columns "A" and "B" of Schedule 2 of this Bylaw.
2. This bylaw may be cited as "Annual Tax Rates Bylaw, 2016 No. 11229".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**SCHEDULE 1****CITY OF KELOWNA****GENERAL MUNICIPAL, DEBT, HOSPITAL AND REGIONAL DISTRICT  
TAX RATES - 2016**

PROPERTY CLASS		TAX RATES (DOLLAR OF TAX PER \$1,000 TAXABLE VALUE)					TAXABLE LAND ONLY
		A GENERAL MUNICIPAL	B DEBT	C LIBRARY	D REGIONAL HOSPITAL DISTRICT	E REGIONAL DISTRICT	F REGIONAL DISTRICT SIR
01	Residential	3.5607	0.1507	0.1778	0.3345	0.3114	0.0425
02	Utilities	17.9668	0.7604	0.8973	1.1708	1.0900	0.1488
03	Supportive Housing	3.5607	0.1507	0.1778	0.3345	0.3114	0.0425
04	Major Industrial	13.2915	0.5625	0.6638	1.1373	1.0588	0.1446
05	Light Industrial	7.8101	0.3305	0.3900	1.1373	1.0588	0.1446
06	Business/Other	7.8101	0.3305	0.3900	0.8196	0.7630	0.1042
08	Recreation/Non-Profit	3.5607	0.1507	0.1778	0.3345	0.3114	0.0425
09	Farm:						
	a) Land	0.4586	0.0192	0.0222	0.3345	0.3114	0.0425
	b) Improvements	1.7096	0.0723	0.0854	0.0000	0.0000	0.0000

**SCHEDULE 2**

**CITY OF KELOWNA**

**2016 LOCAL SERVICE AREA TAX RATES**

<b>PROPERTY CLASS</b>	<b>A</b>	<b>B</b>
	<b>DOWNTOWN BUSINESS IMPROVEMENT AREA</b>	<b>UPTOWN RUTLAND BUSINESS IMPROVEMENT AREA</b>
1. RESIDENTIAL	0	0
2. UTILITY	0	0
4. INDUSTRIAL - MAJOR	0	0
5. INDUSTRIAL - LIGHT	1.5072	1.2941
6. BUSINESS	1.5072	1.2941
7. TREE FARM	0	0
8. SEASONAL	0	0
9. FARM		
a) LAND	0	0
b) IMPROVEMENT	0	0

# CITY OF KELOWNA

## BYLAW NO. 11230

### Development Cost Charge Reserve Fund Expenditure Bylaw, 2016

WHEREAS, there is an unappropriated balance in the Development Cost Charge Reserve Fund established under Bylaw No. 7112, which has most recently been replaced by Bylaw No. 11085, of Fourteen Million, Four Hundred and Sixty Two Thousand, Five Hundred and Forty One dollars (\$ 14,462,541.00) as at March 31<sup>st</sup>, 2016.

AND WHEREAS, it is deemed desirable to expend a portion of the monies set aside under said Bylaw No. 7112, which has most recently been replaced by Bylaw No. 11085, for the purpose of utility, road and land improvement and additions;

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The sum of Fourteen Million, Four Hundred and Sixty Two Thousand, Five Hundred and Forty One dollars (\$ 14,462,541.00) is hereby appropriated from the Development Cost Charge Reserve Fund to be expended in 2016 for the following purposes:

Land for Park Purposes	\$ 493,024.00
Road Construction	\$ 6,345,055.00
Water Mains, Pump Stations & Reservoir Construction	\$ 984,749.00
Wastewater Trunks, Plant & Debt Repayment	\$ 6,639,713.00
	<u>\$ 14,462,541.00</u>

2. The expenditure to be carried out by the monies hereby appropriated shall be more particularly specified and authorized by resolution of Council.
3. Should any of the above remain unexpended after the expenditures hereby authorized have been made, the unexpended balance shall be returned to the credit of the Development Cost Charge Reserve Fund.
4. This bylaw may be cited as the "Development Cost Charge Reserve Fund Expenditure Bylaw, 2016, No. 11230.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11231

### Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2016

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WHEREAS, there is an unappropriated balance in the Sale of City-Owned Land Reserve Fund of Seven Million, Ninety Three Thousand, Seven Hundred and Fifty Four Dollars (\$7,093,754) as at January 1<sup>st</sup>, 2016.

AND WHEREAS, it is deemed desirable to expend a portion of the monies set aside under said Sale of City-Owned Land Reserve Fund for the purpose of land purchases and enhancements set out below;

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The sum of One Million, Nine Hundred Seven Thousand, Five Hundred and Twenty Dollars (\$1,907,520.00) as at January 1<sup>st</sup>, 2016 is hereby appropriated from the Sale of City-Owned Land Reserve Fund to be expended in 2016 for the following purposes:

Parks Land	\$ 317,400.00	General
	<u>\$ 1,907,520.00</u>	

2. The expenditure to be carried out by the monies hereby appropriated shall be more particularly specified and authorized by resolution of Council.
3. Should any of the above remain unexpended after the expenditures hereby authorized have been made, the unexpended balance shall be returned to the credit of the City-Owned Land Reserve Fund.
4. This bylaw may be cited as the "Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2016, No. 11231.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# Report to Council



**Date:** April 25, 2016

**File:** 0255-01

**To:** City Manager

**From:** Jackie Dueck, Systems and Reporting Manager

**Subject:** Investment of City of Kelowna Funds for 2015

Report Prepared by: Liz Demer, Financial Analyst

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## **Recommendation:**

THAT Council receives, for information, the Report from the Systems and Reporting Manager dated April 25, 2016 with respect to the investment of City of Kelowna funds for 2015.

## **Purpose:**

To provide Council with information summarizing the City of Kelowna's 2015 investment of surplus funds and performance of the portfolio.

## **Background:**

### Economic Review

2015 was a lethargic fiscal year for Canada with the Bank of Canada cutting interest rates by 0.25% in both January and July in an attempt to re-balance inflation to the Bank of Canada's 2% target rate. By reducing interest rates, the Bank of Canada is attempting to discourage saving and stimulate spending. Despite these efforts, the CPI inflation remained near the bottom of the Bank of Canada's target range at 1.1% for 2015.

Both oil prices and the Canadian dollar fell steadily through the third and fourth quarters of 2015, but had begun to recover in the first quarter of 2016. All major forecasts point towards a gradual recovery through the end of 2016. In January of 2016 the Financial Services Department adopted a U.S. dollar purchasing strategy designed to mitigate the exchange risk through regular planned U.S. currency purchases.

### Investment of Surplus Funds

An updated Investment Policy was adopted by Council in 2015 to better align with current best practices and to ensure the continued commitment to provide an optimal blend of

investment return and security. This document recommitted to prior performance objectives and added portfolio constraints more in line with best practices and industry standards.

The City of Kelowna continues to utilize a laddered 10 year strategy and balanced approach for investment holdings and duration. The laddered strategy ensures that bonds mature at a smooth and predictable rate, that yields are maximized and that investment income and maturing investments provide ongoing liquidity. This balanced approach results in the City having sufficient levels of income and funding available to meet the Municipalities annual requirements.

### Portfolio Performance

As at December 31, 2015 the City of Kelowna Investment Portfolio had a weighted average term to maturity of four and a half years and an average investment quality rating of AA.

The City has selected 5 market indicators to use as a benchmark to determine whether the City's investment portfolio is performing. The benchmarks are compared to the City's average rate of return earned on the entire investment portfolio. These benchmarks are the CPI Index Average, the FTSE TMX Canada 91-Day T-Bill, the median money market return, and the MFA Money Market and Intermediate Funds. In 2015 The City of Kelowna realized an average rate of return greater than the benchmarks in all 5 cases.

### The Year Ahead

2016 investment objectives include continued monitoring of the economic climate in order to safeguard and accurately position financial assets, and seeking investment opportunities that can increase the City's investment revenues while remaining within Council's investment policy.

**Existing Policy:** Council Policy Number 316

**Considerations not applicable to this report:**

**Internal Circulation:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Financial/Budgetary Considerations:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

Submitted by:

J. Dueck, Systems and Reporting Manager

Approved for inclusion:



Genelle Davidson CPA CMA, Director Financial Services

Attachment:  
2015 Investment Report

cc: Divisional Director, Corporate and Protective Services



# 2015 INVESTMENT REPORT







# PORTFOLIO SUMMARY

Fund Summary at December 31, 2015	Amount
Long Term Investments	\$ 97,143,295
Internally Financed Projects	7,465,570
Short Term Investments	172,748,464
<b>Total Fund Value</b>	<b>\$ 277,357,329</b>



# COMPLIANCE REPORT

## DIVERSIFICATION

Rating	Amount	Percentage	Maximum	Over/(Under)
AAA	185,132,403	69%	100%	(31%)
AA	54,995,903	20%	80%	(60%)
A	29,763,451	11%	60%	(49%)
Grand Total	269,891,758	100%		



# COMPLIANCE REPORT

## EXPOSURE

Rating - Government	%	Max. %	Over/(Under)
AAA	18%	50%	(32%)
AA	28%	40%	(12%)
A	27%	30%	(3%)
Grand Total	73%		

Includes bonds from Government of Canada, Provincial and Municipal bonds.



# COMPLIANCE REPORT

## EXPOSURE

Rating - Corporation	%	Max. %	Over/(Under)
AAA	8%	40%	(32%)
AA	16%	30%	(14%)
A	3%	20%	(17%)
Grand Total	27%		

Includes bonds from commercial banks and Canada Housing Trust.



# PERFORMANCE OBJECTIVES

## AVERAGE RATE OF RETURN

Benchmark	Rate	COK Average Rate
CPI Index Average	2.00%	2.35%
FTSE TMX Canada 91-Day T-Bill	0.60%	2.35%
Median Money Market Return	0.83%	2.35%
MFA Money Market Fund	0.82%	2.35%
MFA Intermediate Fund	0.98%	2.35%



# Report to Council



**Date:** April 25, 2016

**File:** 0280-41

**To:** City Manager

**From:** Lynn Walter, Revenue Manager

**Subject:** 2016 Sterile Insect Release (SIR) parcel tax

Report Prepared by: Matt Friesen, Accountant

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## **Recommendation:**

THAT Council approve the Sterile Insect Release Program as outlined in the report dated April 25, 2016, charging the 2016 Sterile Insect Release (SIR) Parcel Tax to individual property tax rolls in accordance with the 2016 SIR Parcel Tax Assessment Roll provided to the City of Kelowna by SIR administration.

AND THAT Bylaw No. 11223 being the Sterile Insect Release Program Parcel Tax Bylaw 2016 be forwarded for reading consideration.

## **Purpose:**

To authorize the 2016 Sterile Insect Release parcel tax levy on specified property tax rolls within the City of Kelowna.

## **Background:**

The SIR Program is an area wide codling moth management program operating in key growing areas of the Okanagan, Similkameen and Shuswap Valleys, in commercial orchards and urban areas. The SIR Board governs the service provided through bylaws of the Okanagan Similkameen, Central, North and Columbia Shuswap Regional Districts. Funding is requisitioned through a land value tax paid by all property owners in the service area and a parcel tax levied against planted host tree acreage. The SIR Program provides enforcement of area wide management and control of codling moth infestation as well as the rearing and releasing of sterile codling moths throughout orchards. This environmentally friendly technique reduces the need for reliance on pesticides. Sterile insect technology allows for greater opportunities for sustainable agricultural practices such as integrated pest management controls of orchard pests. A reduction in chemical sprays benefits the entire

community through less environmental impact to the air, water and soil quality, benefiting public health as well as producing quality fruit.

The program consists of two separate levies. The first levy is based on the assessed value of the land and a tax rate for each class of property (residential, utility, major and light industrial, recreational, business, and farm land), and is provided by the Regional District of Central Okanagan. It applies, generally, to all property tax rolls within the City of Kelowna.

The second levy is a parcel tax applicable to all properties that are 0.30 acres or more and contain 20 or more codling moth host trees (apple, pear, crab apple, and quince). The 2016 charge of \$139.26 per assessed acre will be applied to all property tax rolls on the list provided by SIR administration and are attached to Bylaw 11223.

The attached chart lists the historical annual budget figures levied on property within the City of Kelowna as well as the year over year percentage change.

	2010	2011	2012	2013	2014	2015	2016
General Levy on All Properties	\$705,803	\$708,054	\$703,129	\$708,659	\$715,400	\$719,379	\$725,944
Percentage Change from Prior Year	3.72%	0.32%	-0.70%	0.79%	0.95%	0.56%	0.91%
Parcel Tax Levy	\$396,352	\$378,955	\$366,295	\$352,690	\$344,695	\$336,119	\$329,755
Percentage Change from Prior Year	-71.00%	-4.39%	-3.34%	-3.71%	-2.27%	-2.49%	-1.89%
Per Acre Charge for Parcel Tax	\$139.26	\$139.26	\$139.26	\$139.26	\$139.26	\$139.26	\$139.26
Percentage Change from Prior Year	1.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

#### **Internal Circulation:**

Office of the City Clerks

#### **Legal/Statutory Authority:**

Section 200 of the Community Charter provides that Council may, by bylaw, impose a parcel tax in accordance with Division 4 - Parcel Taxes to provide all or part of the funding for a service.

#### **Financial/Budgetary Considerations:**

While the SIR program is run across the 4 participating regional districts, each municipality has tax authority over their own specific area. Each municipality deals with the parcel tax and then passes on the funds to the Regional District, who then uses the funds to pay for the SIR Program.

**Considerations not applicable to this report:**

**Legal/Statutory Procedural Requirements**

**Existing Policy**

**Personnel Implications**

**External Agency/Public Comments**

**Communications Comments**

**Alternate Recommendation**

Submitted by:

M. Friesen, Accountant

Approved for inclusion:



Genelle Davidson, CPA, CMA, Director, Financial Services

**Attachments:**

2016 SIR Parcel Tax Roll



<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	03108.010	1355 LATTA RD	LOT 10, PLAN KAP1611, SEC 1, TWP 23, 41	6.39	889.87
217	03121.000	2355 MCKENZIE RD	LOT A, PLAN KAP15859, SEC 1, TWP 23, 41	6.37	887.09
217	03121.010	2295 MCKENZIE RD	LOT 2, PLAN KAP33255, SEC 1, TWP 23, 41	20.40	2840.90
217	03186.100	2685 SEXSMITH RD	LOT 1, PLAN KAP45492, SEC 3, TWP 23, 41	9.02	1256.13
217	03210.125	2517 SEXSMITH RD	LOT 10, PLAN KAP21431, SEC 3&4, TWP 23, 41	8.18	1139.15
217	03210.210	705 VALLEY RD	LOT B, PLAN KAP31659, SEC 3, TWP 23, 41	3.70	515.26
217	03255.321	1982 UNION RD	LOT A, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03255.322	1980 UNION RD	LOT B, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03262.000	2389 LONGHILL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	6.00	835.56
217	03263.000	2206 LONGHILL RD	LOT 2, PLAN KAP1068, SEC 4&34, TWP 23, 41	7.33	1020.78
217	03264.000	185 VALLEY RD	LOT 3, PLAN KAP1068, SEC 4&34, TWP 23, 41	3.77	525.01
217	03266.000	143 1 VALLEY RD	LOT 5, PLAN KAP1068, SEC 4, TWP 23, 41	3.84	534.76
217	03267.000	127 1 VALLEY RD	LOT 6, PLAN KAP1068, SEC 4, TWP 23, 41	9.27	1290.94
217	03268.000	2214 BONN RD	LOT 7, PLAN KAP1068, SEC 4, TWP 23, 41	4.51	628.06
217	03269.000	115 VALLEY RD N	LOT 8, PLAN KAP1068, SEC 4, TWP 23, 41	10.13	1410.70
217	03270.000	2547 SEXSMITH RD	LOT 11, PLAN KAP1068, SEC 3&4, TWP 23, 41	1.90	264.59
217	03271.000	220 MAIL RD	LOT 12, PLAN KAP1068, SEC 4, TWP 23, 41	8.46	1178.14
217	03272.000	180 MAIL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	7.01	976.21
217	03274.000	135 VALLEY RD N	LOT H, PLAN KAP1636, SEC 4, TWP 23, 41	4.97	692.12
217	03278.000	800 PACKINGHOUSE RD	LOT 3, PLAN KAP1884, SEC 4&9, TWP 23, 41	1.00	139.26
217	03279.000	2160 SCENIC RD	LOT 4, PLAN KAP1884, SEC 4&9, TWP 23, 41	4.44	618.31
217	03337.532	770 PACKINGHOUSE RD	LOT A, PLAN KAP35054, SEC 4, TWP 23, 41	3.86	537.54
217	03395.000	531 GLENMORE RD N	LOT 29, PLAN KAP896, SEC 9, TWP 23, 41	6.39	889.87
217	03645.000	2434 GALE RD	LOT 2, PLAN KAP1453, SEC 23, TWP 23, 41	1.77	246.49
217	03646.000	2504 GALE RD	LOT 3, PLAN KAP1453, SEC 23, TWP 23, 41	4.17	580.71
217	03650.000	2801 DRY VALLEY RD	LOT 7, PLAN KAP1453, SEC 23, TWP 23, 41	2.88	401.07
217	03664.000	2155 PIER MAC WAY	LOT 1, PLAN KAP2257, SEC 23, TWP 23, 41	2.33	324.48
217	03664.514	2855 DRY VALLEY RD	LOT A, PLAN KAP37471, SEC 23, TWP 23, 41	1.85	257.63
217	03664.516	2849 DRY VALLEY RD	LOT B, PLAN KAP37471, SEC 23, TWP 23, 41	10.67	1485.90
217	03884.000	3310 MATHEWS RD	LOT 63, PLAN KAP1247, SEC 3&34, TWP 26, 41	9.56	1331.33
217	03899.000	3260 MATHEWS RD	LOT 109, PLAN KAP1247, SEC 3, TWP 26, 41	3.12	434.49
217	03905.001	4232 SPIERS RD	LOT 117, PLAN KAP1247, SEC 3, TWP 26, 41	7.16	997.10
217	03905.104	4236 SPIERS RD	LOT B, PLAN KAP92871, SEC 3, TWP 26, 41	4.45	619.71
217	03906.000	4233 SPIERS RD	LOT 119, PLAN KAP1247, SEC 3, TWP 26, 41	5.01	697.69

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217	03907.000	4221 SPIERS RD	LOT 120, PLAN KAP1247, SEC 3, TWP 26, 41	11.20	1559.71
217	03908.000	4215 SPIERS RD	LOT 121, PLAN KAP1247, SEC 3, TWP 26, 41	1.00	139.26
217	03912.000	3030 GRIEVE RD	LOT 125, PLAN KAP1247, SEC 3, TWP 26, 41	6.13	853.66
217	03913.001	3015 GRIEVE RD	LOT 126, PLAN KAP1247, SEC 3, TWP 26, 41	9.88	1375.89
217	03913.101	3145 1 GULLEY RD	LOT 127, PLAN KAP1247, SEC , TWP , 41	9.20	1281.19
217	03949.320	4280 SPIERS RD	LOT B, PLAN KAP34609, SEC 3, TWP 26, 41	9.95	1385.64
217	03949.340	4207 SPIERS RD	LOT B, PLAN KAP47098, SEC 3, TWP 26, 41	3.07	427.53
217	03949.390	3480 WATER RD	LOT A, PLAN KAP71707, SEC 3, TWP 26, 41	6.46	899.62
217	03950.000	3965 TODD RD	LOT , PLAN KAP1247, SEC 4, TWP 26, 41	8.67	1207.38
217	03952.062	3865 SPIERS RD	LOT 138, PLAN KAP1247, SEC 4, TWP 26, 41	6.75	940.01
217	03953.000	3895 SPIERS RD	LOT 139, PLAN KAP1247, SEC 4, TWP 26, 41	4.71	655.91
217	03955.000	2809 GRIEVE RD	LOT 141, PLAN KAP1247, SEC 4, TWP 26, 41	11.94	1662.76
217	03956.000	4201 SPIERS RD	LOT 142, PLAN KAP1247, SEC 4, TWP 26, 41	6.18	860.63
217	03960.000	2699 SAUCIER RD	LOT 145, PLAN KAP1247, SEC 4, TWP 26, 41	3.76	523.62
217	03965.000	4175 TODD RD	LOT 150, PLAN KAP1247, SEC 4, TWP 26, 41	8.33	1160.04
217	03968.000	4067 TODD RD	LOT 153, PLAN KAP1247, SEC 4, TWP 26, 41	6.43	895.44
217	03971.503	2287 WARD RD	LOT B, PLAN KAP78689, SEC 4, TWP 26, 41	35.86	4993.86
217	03973.000	3980 TODD RD	LOT 159, PLAN KAP1247, SEC 4, TWP 26, 41	2.41	335.62
217	03979.000	2715 HEWLETT RD	LOT 3, PLAN KAP1656, SEC 4, TWP 26, 41	8.31	1157.25
217	03981.000	2570 SAUCIER RD	LOT , PLAN KAP6018B, SEC 4, TWP 26, 41	1.18	164.33
217	03985.000	2675 HEWLETT RD	LOT A, PLAN KAP12142, SEC 4, TWP 26, 41	4.83	672.63
217	03990.002	3950 SPIERS RD	LOT E, PLAN KAP12142, SEC 4, TWP 26, 41	2.52	350.94
217	03995.027	3920 TODD RD	LOT B, PLAN KAP21140, SEC 4, TWP 26, 41	1.00	139.26
217	03995.159	3955 SPIERS RD	LOT A, PLAN KAP56989, SEC 4, TWP 26, 41	1.33	185.22
217	03995.172	2620 HEWLETT RD	LOT 2, PLAN KAP92520, SEC 4, TWP 26, 41	8.49	1182.32
217	03997.000	1591 SAUCIER RD	LOT 237, PLAN KAP1247, SEC 5, TWP 26, 41	7.78	1083.44
217	04008.001	4025 CASORSO RD	LOT A, PLAN KAP91004, SEC 5, TWP 26, 41	2.83	394.11
217	04008.002	4029 CASORSO RD	LOT B, PLAN KAP91004, SEC 5, TWP 26, 41	3.15	438.67
217	04014.004	3896A CASORSO RD	LOT A, PLAN KAP92331, SEC 5, TWP 26, 41	8.06	1122.44
217	04016.000	3877 CASORSO RD	LOT 4, PLAN KAP2243, SEC 5, TWP 26, 41	1.51	210.28
217	04021.000	3995 CASORSO RD	LOT 8, PLAN KAP2243, SEC 5, TWP 26, 41	5.70	793.78
217	04023.000	1989 WARD RD	LOT 10, PLAN KAP2243, SEC 5, TWP 26, 41	9.33	1299.30
217	04029.000	4153 BEDFORD RD	LOT 1, PLAN KAP15793, SEC 5, TWP 26, 41	5.77	803.53
217	04031.000	4122 BEDFORD RD	LOT 4, PLAN KAP15793, SEC 5, TWP 26, 41	1.88	261.81

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217	04032.158	3860 CASORSO RD	LOT 2, PLAN KAP89549, SEC 5, TWP 26, 41	1.00	<b>139.26</b>
217	04118.205	1950 WARD RD	LOT A, PLAN KAP48946, SEC 8, TWP 12, 41	12.85	<b>1789.49</b>
217	04118.215	1990 1 WARD RD	LOT B, PLAN KAP48946, SEC 8, TWP 12, 41	2.49	<b>346.76</b>
217	04121.000	3677 SPIERS RD	LOT 1, PLAN KAP1072, SEC 9, TWP 26, 41	7.01	<b>976.21</b>
217	04127.000	3663 SPIERS RD	LOT 2, PLAN KAP1765, SEC 9, TWP 26, 41	7.48	<b>1041.66</b>
217	04151.030	3769 SPIERS RD	LOT 1, PLAN KAP23684, SEC 9, TWP 26, 41	3.54	<b>492.98</b>
217	04151.105	2190 GULLEY RD	LOT A, PLAN KAP26008, SEC 9, TWP 26, 41	7.36	<b>1024.95</b>
217	04151.125	2568 K.L.O. RD	LOT B, PLAN KAP26528, SEC 9, TWP 26, 41	3.53	<b>491.59</b>
217	04151.140	3664 SPIERS RD	LOT A, PLAN KAP28797, SEC 9, TWP 26, 41	13.98	<b>1946.85</b>
217	04151.150	3668 SPIERS RD	LOT B, PLAN KAP28797, SEC 9, TWP 26, 41	1.00	<b>139.26</b>
217	04151.155	3678 SPIERS RD	LOT C, PLAN KAP28797, SEC 9, TWP 26, 41	6.92	<b>963.68</b>
217	04151.192	2777 K.L.O. RD	LOT A, PLAN KAP43297, SEC 9&10, TWP 26, 41	9.58	<b>1334.11</b>
217	04151.195	3740 HART RD	LOT 6, PLAN KAP29282, SEC 9, TWP 26, 41	13.22	<b>1841.02</b>
217	04151.200	2452 GULLEY RD	LOT 7, PLAN KAP29282, SEC 9, TWP 26, 41	21.88	<b>3047.01</b>
217	04151.210	2725 K.L.O. RD	LOT A, PLAN KAP45934, SEC , TWP 26, 41	28.73	<b>4000.94</b>
217	04151.260	2295 K.L.O. RD	LOT 2, PLAN KAP33463, SEC 9, TWP 26, 41	8.62	<b>1200.42</b>
217	04151.265	3551 SPIERS RD	LOT 3, PLAN KAP33463, SEC 9, TWP 26, 41	3.28	<b>456.77</b>
217	04151.292	2202 GULLEY RD	LOT A, PLAN KAP44147, SEC 9, TWP 26, 41	21.08	<b>2935.60</b>
217	04151.300	3671 SPIERS RD	LOT A, PLAN KAP70726, SEC 9, TWP 26, 41	1.23	<b>171.29</b>
217	04152.000	3690 POOLEY RD	LOT , PLAN , SEC 10, TWP 26, 41	16.99	<b>2366.03</b>
217	04154.000	3400 REEKIE RD	LOT 3, PLAN KAP355, SEC 10, TWP 26, 41	8.73	<b>1215.74</b>
217	04156.000	3455 ROSE RD	LOT 4, PLAN KAP355, SEC 10, TWP 26, 41	16.80	<b>2339.57</b>
217	04157.051	3480 FITZGERALD RD	LOT 5, PLAN KAP355, SEC 10, TWP 26, 41	10.07	<b>1402.35</b>
217	04158.000	3201 ROSE RD	LOT 3, PLAN KAP790, SEC 10, TWP 26, 41	16.21	<b>2257.40</b>
217	04160.001	3090 MCCULLOCH RD	LOT 5, PLAN KAP790, SEC 10, TWP 26, 41	5.65	<b>786.82</b>
217	04161.000	3641 HART RD	LOT 7, PLAN KAP790, SEC 10, TWP 26, 41	6.80	<b>946.97</b>
217	04166.000	3274 MCCULLOCH RD	LOT 2, PLAN KAP978, SEC 10, TWP 26, 41	9.20	<b>1281.19</b>
217	04167.000	3286 MCCULLOCH RD	LOT 3, PLAN KAP978, SEC 10, TWP 26, 41	6.58	<b>916.33</b>
217	04168.000	3296 1 MCCULLOCH RD	LOT 4, PLAN KAP978, SEC 10, TWP 26, 41	4.11	<b>572.36</b>
217	04170.000	3041 POOLEY RD	LOT 3, PLAN KAP1517, SEC 10, TWP 26, 41	2.40	<b>334.22</b>
217	04171.000	3131 POOLEY RD	LOT 2, PLAN KAP1517, SEC 10, TWP 26, 41	1.00	<b>139.26</b>
217	04174.002	3099 MCCULLOCH RD	LOT B, PLAN KAP71621, SEC 10, TWP 26, 41	2.91	<b>405.25</b>
217	04176.000	3591 HART RD	LOT 3, PLAN KAP1589, SEC 10, TWP 26, 41	3.33	<b>463.74</b>
217	04179.000	3635 REEKIE RD	LOT A, PLAN KAP2038, SEC 10, TWP 26, 41	15.68	<b>2183.60</b>

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217	04180.000	3695 FITZGERALD RD	LOT B, PLAN KAP2038, SEC 10, TWP 26, 41	25.21	3510.74
217	04181.000	3520 REEKIE RD	LOT 1, PLAN KAP2398, SEC 10, TWP 26, 41	3.96	551.47
217	04183.000	3680 REEKIE RD	LOT 2, PLAN KAP2398, SEC 10, TWP 26, 41	10.94	1523.50
217	04194.000	3275 MCCULLOCH RD	LOT 1, PLAN KAP6530, SEC 10, TWP 26, 41	12.18	1696.19
217	04198.000	3524 ROSE RD	LOT A, PLAN KAP11840, SEC 10, TWP 26, 41	9.17	1277.01
217	04199.100	3564 ROSE RD	LOT A, PLAN KAP18708, SEC 10, TWP 26, 41	11.84	1648.84
217	04199.156	3269 MCCULLOCH RD	LOT 2, PLAN KAP90496, SEC 10, TWP 26, 41	2.06	286.88
217	04199.180	3301 MCCULLOCH RD	LOT 2, PLAN KAP28811, SEC 3&10, TWP 26, 41	14.83	2065.23
217	04199.252	3630 FITZGERALD RD	LOT B, PLAN KAP30817, SEC 10, TWP 26, 41	10.10	1406.53
217	04199.254	3505 FITZGERALD RD	LOT 1, PLAN KAP30818, SEC 10, TWP 26, 41	20.43	2845.08
217	04199.278	3565 ROSE RD	LOT A, PLAN KAP38325, SEC 10, TWP 26, 41	7.88	1097.37
217	04199.280	3248 MCCULLOCH RD	LOT B, PLAN KAP38325, SEC 10, TWP 26, 41	1.00	139.26
217	04199.302	3665 HART RD	LOT 2, PLAN KAP48949, SEC 10, TWP 26, 41	11.10	1545.79
217	04199.303	3255 MCCULLOCH RD	LOT A, PLAN KAP63291, SEC 10, TWP 26, 41	1.00	139.26
217	04199.306	3671 HART RD	LOT B, PLAN KAP92586, SEC 10, TWP 26, 41	3.71	516.65
217	04208.000	2604 A BELGO RD	LOT 5, PLAN KAP1380, SEC 11, TWP 26, 41	7.07	984.57
217	04209.000	2502 BELGO RD	LOT 6, PLAN KAP1380, SEC 11, TWP 26, 41	10.75	1497.05
217	04210.000	2550 WALBURN RD	LOT 7, PLAN KAP1380, SEC , TWP 26, 41	3.35	466.52
217	04214.000	2605 BELGO RD	LOT 3, PLAN KAP1380, SEC 11, TWP 26, 41	8.55	1190.67
217	04215.000	2505 BELGO RD	LOT 4, PLAN KAP1380, SEC 11, TWP 26, 41	8.76	1219.92
217	04220.000	3950 BORLAND RD	LOT , PLAN KAP1862B, SEC 11, TWP 26, 41	2.92	406.64
217	04222.000	3527 BEMROSE RD	LOT 2, PLAN KAP2005, SEC 11, TWP 26, 41	3.17	441.45
217	04223.000	3835 BORLAND RD	LOT A, PLAN KAP2645, SEC 11, TWP 26, 41	4.07	566.79
217	04225.000	3553 BEMROSE RD	LOT 1, PLAN KAP4332, SEC 11, TWP 26, 41	4.37	608.57
217	04226.000	3571 BEMROSE RD	LOT 2, PLAN KAP4332, SEC 11, TWP 26, 41	4.96	690.73
217	04227.000	3587 BEMROSE RD	LOT 3, PLAN KAP4332, SEC 11, TWP 26, 41	5.38	749.22
217	04228.000	3625 BEMROSE RD	LOT A, PLAN KAP4553, SEC 11, TWP 26, 41	7.95	1107.12
217	04232.000	3647 BEMROSE RD	LOT 1, PLAN KAP5787, SEC 11, TWP 26, 41	6.28	874.55
217	04234.000	4010 SENGHER RD	LOT A, PLAN KAP6005, SEC 11, TWP 26, 41	25.24	3514.92
217	04235.000	3975 SENGHER RD	LOT A, PLAN KAP6633, SEC 11, TWP 26, 41	2.62	364.86
217	04237.120	2149 BELGO RD	LOT 1, PLAN KAP31521, SEC , TWP 26, 41	10.04	1398.17
217	04237.130	2327 BELGO RD	LOT 1, PLAN KAP33009, SEC 11, TWP 26, 41	9.35	1302.08
217	04237.137	3547 BEMROSE RD	LOT 1, PLAN KAP71097, SEC 26, TWP 11, 41	1.00	139.26
217	04237.138	2547 BELGO RD	LOT A, PLAN KAP76995, SEC 11, TWP 26, 41	1.00	139.26

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217	04240.000	2260 GARNER RD	LOT 1, PLAN KAP1380, SEC , TWP 26, 41	8.53	1187.89
217	04243.000	2455 WALBURN RD	LOT B, PLAN KAP3238B, SEC 12, TWP 26, 41	7.40	1030.52
217	04245.051	2601 WALBURN RD	LOT 2, PLAN KAP62978, SEC 12, TWP 26, 41	7.63	1062.55
217	04247.000	1190 LEWIS RD	LOT 9, PLAN KAP1380, SEC 13, TWP 26, 41	8.08	1125.22
217	04248.000	2290 GARNER RD	LOT 2, PLAN KAP1380, SEC 13, TWP 26, 41	7.52	1047.24
217	04249.000	2148 WALBURN RD	LOT 4, PLAN KAP1380, SEC 13, TWP 26, 41	10.45	1455.27
217	04254.000	1093 TEASDALE RD	LOT 8, PLAN KAP1380, SEC , TWP 26, 41	5.17	719.97
217	04256.000	1320 BELGO RD	LOT 1, PLAN KAP1926, SEC 13, TWP 26, 41	6.20	863.41
217	04258.000	1404 LEWIS RD	LOT 2, PLAN KAP1926, SEC 13, TWP 26, 41	10.26	1428.81
217	04261.000	1839 WALBURN RD	LOT 7, PLAN KAP1926, SEC 13, TWP 26, 41	5.61	781.25
217	04269.002	2091 WALBURN RD	LOT 2, PLAN KAP4119, SEC 13, TWP 26, 41	3.52	490.20
217	04270.003	1959 WALBURN RD	LOT B, PLAN KAP91170, SEC 13, TWP 26, 41	1.00	139.26
217	04293.000	1181 LEWIS RD	LOT A, PLAN KAP11265, SEC 13, TWP 26, 41	1.24	172.68
217	04315.000	3855 EAST KELOWNA RD	LOT 13, PLAN KAP665, SEC 14, TWP 26, 41	2.30	320.30
217	04317.000	2075 BELGO RD	LOT 9, PLAN KAP1380, SEC 14, TWP 26, 41	4.20	584.89
217	04318.001	1865 BELGO RD	LOT 11, PLAN KAP1380, SEC 14, TWP 26, 41	9.21	1282.58
217	04319.000	2280 HOLLYWOOD RD S	LOT 12, PLAN KAP1380, SEC 14, TWP 26, 41	3.98	554.25
217	04323.000	1725 TEASDALE RD	LOT 2, PLAN KAP1380, SEC 14, TWP 26, 41	2.82	392.71
217	04324.000	1650 GEEN RD	LOT 3, PLAN KAP1380, SEC 14, TWP 26, 41	1.87	260.42
217	04325.001	1390 GEEN RD	LOT A, PLAN KAP90868, SEC 14, TWP 26, 41	5.28	735.29
217	04325.005	1552 GEEN RD	LOT 1, PLAN EPP34425, SEC 14, TWP 26, 41	1.92	267.38
217	04326.000	1699 TEASDALE RD	LOT 5, PLAN KAP1380, SEC 14, TWP 26, 41	3.93	547.29
217	04327.004	1595 TEASDALE RD	LOT B, PLAN EPP32484, SEC 14, TWP 26, 41	5.70	793.78
217	04329.000	1409 TEASDALE RD	LOT 8, PLAN KAP1380, SEC 14, TWP 26, 41	3.20	445.63
217	04330.000	1555 TEASDALE RD	LOT 10, PLAN KAP1380, SEC 14, TWP 26, 41	1.04	144.83
217	04333.000	1375 GEEN RD	LOT 5, PLAN KAP1380, SEC 13, TWP 26, 41	1.00	139.26
217	04334.001	1225 TEASDALE RD	LOT 6, PLAN KAP1380, SEC 14, TWP 26, 41	3.96	551.47
217	04335.000	1103 TEASDALE RD	LOT 7, PLAN KAP1380, SEC 14, TWP 26, 41	2.17	302.19
217	04336.000	3810 EAST KELOWNA RD	LOT 15, PLAN KAP187, SEC 14, TWP 26, 41	1.00	139.26
217	04343.000	2270 HOLLYWOOD RD S	LOT A, PLAN KAP1845, SEC 14, TWP 26, 41	1.00	139.26
217	04344.000	2015 BELGO RD	LOT B, PLAN KAP1845, SEC 14, TWP 26, 41	8.86	1233.84
217	04346.001	1565 2 BELGO RD	LOT B, PLAN KAP1846, SEC , TWP , 41	5.12	713.01
217	04350.000	1469 TEASDALE RD	LOT 1, PLAN KAP4384, SEC 14, TWP 26, 41	7.52	1047.24
217	04351.000	1429 TEASDALE RD	LOT 2, PLAN KAP4384, SEC 14, TWP 26, 41	1.96	272.95

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217	04353.000	3675 EAST KELOWNA RD	LOT A, PLAN KAP76792, SEC 15, TWP 26, 41	1.00	139.26
217	04354.000	3223 REID RD	LOT B, PLAN KAP76792, SEC 15, TWP 26, 41	3.12	434.49
217	04360.093	3754 EAST KELOWNA RD	LOT B, PLAN KAP84170, SEC 14, TWP 26, 41	6.90	960.89
217	04360.267	1708 GEEN RD	LOT 1, PLAN KAP82075, SEC 14, TWP 26, 41	5.27	733.90
217	04360.268	1605 GEEN RD	LOT 2, PLAN KAP82075, SEC 14, TWP 26, 41	7.44	1036.09
217	04360.354	1950 BELGO RD	LOT 2, PLAN KAP25528, SEC 14, TWP 26, 41	14.27	1987.24
217	04360.527	3795 EAST KELOWNA RD	LOT A, PLAN KAP58793, SEC 14, TWP 26, 41	4.06	565.40
217	04364.000	2995 DUNSTER RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	1.46	203.32
217	04365.000	3098 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	9.89	1377.28
217	04366.000	3002 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	3.43	477.66
217	04367.000	2855 DUNSTER RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.96	2222.59
217	04368.000	3152 EAST KELOWNA RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	16.35	2276.90
217	04369.000	2795 DUNSTER RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	17.25	2402.24
217	04370.000	3250 EAST KELOWNA RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	14.36	1999.77
217	04372.000	3208 REID RD	LOT 18, PLAN KAP187, SEC 15, TWP 26, 41	7.63	1062.55
217	04375.000	3350 POOLEY RD	LOT 20, PLAN KAP187, SEC 15, TWP 26, 41	7.89	1098.76
217	04379.004	3063 DUNSTER RD	LOT 12, PLAN KAP665, SEC 16, TWP 26, 41	6.28	874.55
217	04380.000	3502 EAST KELOWNA RD	LOT 11, PLAN KAP187, SEC 15, TWP 26, 41	8.40	1169.78
217	04381.000	2947 EAST KELOWNA RD	LOT 1, PLAN KAP736, SEC 15, TWP 26, 41	8.00	1114.08
217	04382.000	2981 EAST KELOWNA RD	LOT 2, PLAN KAP736, SEC 15, TWP 26, 41	6.57	914.94
217	04385.000	3072 EAST KELOWNA RD	LOT 6, PLAN KAP821B, SEC 15, TWP 26, 41	3.50	487.41
217	04386.001	3622 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	4.19	583.50
217	04386.002	3652 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	1.06	147.62
217	04387.000	3183 DUNSTER RD	LOT , PLAN KAP187, SEC 15, TWP 26, 41	4.78	665.66
217	04394.000	3582 EAST KELOWNA RD	LOT B, PLAN KAP1670, SEC 15, TWP 26, 41	3.89	541.72
217	04396.000	2960 MCCULLOCH RD	LOT B, PLAN KAP1703, SEC 15, TWP 26, 41	4.41	614.14
217	04400.000	3430 POOLEY RD	LOT B, PLAN KAP1725, SEC 15, TWP 26, 41	11.76	1637.70
217	04402.000	3251 EAST KELOWNA RD	LOT 1, PLAN KAP3379, SEC 15, TWP 26, 41	3.89	541.72
217	04403.000	3240 POOLEY RD	LOT 2, PLAN KAP3379, SEC 15, TWP 26, 41	2.22	309.16
217	04404.000	3260 POOLEY RD	LOT 3, PLAN KAP3379, SEC 15, TWP 26, 41	11.19	1558.32
217	04406.000	3420 EAST KELOWNA RD	LOT 1, PLAN KAP3380, SEC 15, TWP 26, 41	11.75	1636.31
217	04407.000	3490 EAST KELOWNA RD	LOT 2, PLAN KAP3380, SEC 15, TWP 26, 41	8.94	1244.98
217	04412.000	3288 REID RD	LOT A, PLAN KAP4618, SEC 15, TWP 26, 41	14.02	1952.43
217	04416.000	3329 EAST KELOWNA RD	LOT 1, PLAN KAP5512, SEC 15, TWP 26, 41	6.69	931.65



<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	04418.000	3375 DALL RD	LOT 1, PLAN KAP6585, SEC 15, TWP 26, 41	5.07	<b>706.05</b>
217	04420.000	3060 POOLEY RD	LOT 2, PLAN KAP6585, SEC 15, TWP 26, 41	2.15	<b>299.41</b>
217	04423.190	3350 EAST KELOWNA RD	LOT 1, PLAN KAP30593, SEC 15, TWP 26, 41	1.00	<b>139.26</b>
217	04423.192	3310 EAST KELOWNA RD	LOT 2, PLAN KAP30593, SEC 15, TWP 26, 41	13.31	<b>1853.55</b>
217	04423.194	3410 POOLEY RD	LOT A, PLAN KAP34483, SEC 15, TWP 26, 41	4.50	<b>626.67</b>
217	04423.198	3120 POOLEY RD	LOT B, PLAN KAP34888, SEC 15, TWP 26, 41	9.08	<b>1264.48</b>
217	04423.205	3480 POOLEY RD	LOT A, PLAN KAP53451, SEC 15, TWP 26, 41	1.00	<b>139.26</b>
217	04423.207	3367 REID RD	LOT B, PLAN KAP55650, SEC 15, TWP 26, 41	1.85	<b>257.63</b>
217	04423.208	3390 REID RD	LOT 1, PLAN KAP56635, SEC 15, TWP 26, 41	1.00	<b>139.26</b>
217	04423.209	3360 REID RD	LOT 2, PLAN KAP56635, SEC 15, TWP 26, 41	7.32	<b>1019.38</b>
217	04428.000	3395 NEID RD	LOT 26, PLAN KAP187, SEC 16, TWP 26, 41	4.35	<b>605.78</b>
217	04432.000	3194 DUNSTER RD	LOT 5, PLAN KAP665, SEC 16, TWP 26, 41	1.94	<b>270.16</b>
217	04433.000	3172 DUNSTER RD	LOT 6, PLAN KAP665, SEC 16, TWP 26, 41	2.39	<b>332.83</b>
217	04436.000	3042 1 DUNSTER RD	LOT 9, PLAN KAP665, SEC 16, TWP 26, 41	1.66	<b>231.17</b>
217	04525.125	2830 EAST KELOWNA RD	LOT A, PLAN KAP32982, SEC 16, TWP 26, 41	3.89	<b>541.72</b>
217	04525.228	2877 EAST KELOWNA RD	LOT B, PLAN KAP33697, SEC 16, TWP 26, 41	6.38	<b>888.48</b>
217	04525.503	2690 BEWLAY RD	LOT 1, PLAN KAP56199, SEC 16, TWP 26, 41	3.20	<b>445.63</b>
217	04591.000	2934 DUNSTER RD	LOT C, PLAN KAP1700, SEC 22, TWP 26, 41	7.89	<b>1098.76</b>
217	04805.214	2960 DUNSTER RD	LOT 1, PLAN KAP73437, SEC 22, TWP 26, 41	12.95	<b>1803.42</b>
217	04814.000	1250 BELGO RD	LOT 3, PLAN KAP2128, SEC , TWP 26, 41	5.94	<b>827.20</b>
217	04824.000	1205 BELGO RD	LOT 2, PLAN KAP2329, SEC 23, TWP 26, 41	3.57	<b>497.16</b>
217	04825.001	1368 3 TEASDALE RD	LOT 3, PLAN KAP2329, SEC 23, TWP 26, 41	17.58	<b>2448.19</b>
217	04837.000	1454 TEASDALE RD	LOT A, PLAN KAP4697, SEC 23, TWP 26, 41	1.92	<b>267.38</b>
217	04884.000	1255 BELGO RD	LOT 2, PLAN KAP5620B, SEC , TWP 26, 41	14.91	<b>2076.37</b>
217	04898.000	879 HIGHWAY 33 E	LOT 3, PLAN KAP9679, SEC , TWP 26, 41	8.94	<b>1244.98</b>
217	05479.000	3363 SPRINGFIELD RD	LOT 5, PLAN KAP1802, SEC 24, TWP 26, 41	12.14	<b>1690.62</b>
217	05482.001	700 HIGHWAY 33 E	LOT A, PLAN EPP7145, SEC 24, TWP 26, 41	1.00	<b>139.26</b>
217	05502.130	811 HIGHWAY 33 E	LOT A, PLAN KAP23321, SEC 24, TWP 26, 41	1.93	<b>268.77</b>
217	05502.305	1151 LEWIS RD	LOT A, PLAN KAP33567, SEC 24, TWP 26, 41	5.39	<b>750.61</b>
217	05502.310	881 HIGHWAY 33 E	LOT B, PLAN KAP33567, SEC 24, TWP 26, 41	8.89	<b>1238.02</b>
217	05503.001	751 HARTMAN RD	LOT , PLAN KAP264, SEC 25, TWP 26, 41	8.85	<b>1232.45</b>
217	05510.000	920 HARTMAN RD	LOT 3, PLAN KAP731, SEC 25, TWP 26, 41	6.38	<b>888.48</b>
217	05511.000	1130 HARTMAN RD	LOT 4, PLAN KAP731, SEC 25, TWP 26, 41	5.37	<b>747.83</b>
217	05513.002	1080 GIBSON RD	LOT A, PLAN EPP11757, SEC 25, TWP 26, 41	1.00	<b>139.26</b>

<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	05513.004	1120 GIBSON RD	LOT B, PLAN EPP11757, SEC 25, TWP 26, 41	6.28	874.55
217	05514.000	1145 MORRISON RD	LOT 2, PLAN KAP1515, SEC 25, TWP 26, 41	2.51	349.54
217	05516.000	712 MCCURDY RD E	LOT 4, PLAN KAP1515, SEC 25, TWP 26, 41	6.83	951.15
217	05517.000	375 GIBSON RD	LOT 4, PLAN KAP1760, SEC 25, TWP 26, 41	3.72	518.05
217	05519.002	1610 SWAINSON RD	LOT 1, PLAN KAP77945, SEC , TWP 26, 41	10.86	1512.36
217	05524.000	1308 MCKENZIE RD	LOT 12, PLAN KAP1760, SEC 25, TWP 26, 41	6.55	912.15
217	05529.000	1795 MCCURDY RD E	LOT 1, PLAN KAP77943, SEC , TWP 26, 41	13.14	1829.88
217	05530.000	1550 SWAINSON RD	LOT 1, PLAN KAP77944, SEC , TWP 26, 41	14.76	2055.48
217	05548.000	1090 MCKENZIE RD	LOT 2, PLAN KAP4586, SEC 25, TWP 26, 41	26.74	3723.81
217	05561.000	690 HARTMAN RD	LOT A, PLAN KAP5499, SEC 25, TWP 26, 41	16.60	2311.72
217	05579.575	839 HARTMAN RD	LOT 2, PLAN KAP29183, SEC 25, TWP 26, 41	17.85	2485.79
217	05579.684	837 HARTMAN RD	LOT A, PLAN KAP35135, SEC 25, TWP 26, 41	2.66	370.43
217	06403.001	711 VALLEY RD	LOT 1, PLAN KAP71444, SEC 29, TWP 26, 41	3.47	483.23
217	06471.000	463 VALLEY RD	LOT 2, PLAN KAP896, SEC , TWP 26, 41	2.03	282.70
217	06499.001	445 VALLEY RD	LOT 3, PLAN KAP896, SEC 33, TWP 26, 41	5.41	753.40
217	06501.000	2224 ROJEM RD	LOT 4, PLAN KAP896, SEC 33, TWP 26, 41	2.06	286.88
217	06502.000	389 VALLEY RD	LOT 5, PLAN KAP896, SEC 33, TWP 26, 41	7.83	1090.41
217	06507.000	2429 LONGHILL RD	LOT 14, PLAN KAP1068, SEC 33, TWP 26, 41	11.55	1608.45
217	06508.000	2449 LONGHILL RD	LOT 15, PLAN KAP1068, SEC 33, TWP 26, 41	1.28	178.25
217	06510.000	120 MAIL RD	LOT 15, PLAN KAP1068, SEC , TWP 26, 41	7.95	1107.12
217	06511.000	102 MAIL RD	LOT 16, PLAN KAP1068, SEC , TWP 26, 41	8.75	1218.53
217	06524.000	2300 30 SILVER PL	LOT 8, PLAN KAP1249, SEC 33, TWP 26, 41	3.43	477.66
217	06525.000	2227 ROJEM RD	LOT 9, PLAN KAP1249, SEC 33, TWP 26, 41	2.10	292.45
217	06527.000	2255 ROJEM RD	LOT 11, PLAN KAP1249, SEC 33, TWP 26, 41	4.42	615.53
217	06528.000	2309 ROJEM RD	LOT 12, PLAN KAP1249, SEC 33, TWP 26, 41	4.36	607.17
217	06529.000	2323 ROJEM RD	LOT 13, PLAN KAP1249, SEC 33, TWP 26, 41	2.78	387.14
217	06533.000	2379 ROJEM RD	LOT 17, PLAN KAP1249, SEC 33, TWP 26, 41	1.96	272.95
217	06541.000	330 VALLEY RD	LOT 2, PLAN KAP4043, SEC 33, TWP 26, 41	1.00	139.26
217	06554.120	2389 2 ROJEM RD	LOT A, PLAN KAP26223, SEC 33, TWP 26, 41	4.91	683.77
217	06554.140	2400 LONGHILL RD	LOT A, PLAN KAP26592, SEC 4&33, TWP 23, 41	2.41	335.62
217	06554.160	2461 LONGHILL RD	LOT A, PLAN KAP28623, SEC 33, TWP 26, 41	6.07	845.31
217	06554.195	2350 SILVER PL	LOT 1, PLAN KAP33461, SEC 33, TWP 26, 41	3.52	490.20
217	06554.197	2489 LONGHILL RD	LOT 2, PLAN KAP33461, SEC 33, TWP 26, 41	4.13	575.14
217	06554.199	574 RIFLE RD	LOT 3, PLAN KAP33461, SEC 33, TWP 26, 41	3.39	472.09

<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	06554.238	2351 ROJEM RD	LOT C, PLAN KAP61113, SEC 33, TWP 26, 41	4.45	<b>619.71</b>
217	06557.002	2710 LONGHILL RD	LOT B, PLAN KAP88097, SEC 34, TWP 26, 41	1.00	<b>139.26</b>
217	06612.470	2512 LONGHILL RD	LOT A, PLAN KAP26258, SEC , TWP 26, 41	13.50	<b>1880.01</b>
217	06646.000	625 CORNISH RD	LOT 27, PLAN KAP425, SEC , TWP 26, 41	1.00	<b>139.26</b>
217	06647.000	610 CORNISH RD	LOT 28, PLAN KAP425, SEC 35, TWP 26, 41	6.11	<b>850.88</b>
217	06650.001	550 CORNISH RD	LOT 31, PLAN KAP425, SEC 3526, TWP , 41	1.00	<b>139.26</b>
217	06658.000	355 CORNISH RD	LOT 41, PLAN KAP425, SEC 35, TWP 26, 41	3.51	<b>488.80</b>
217	06773.003	1685 RUTLAND RD N	LOT 3, PLAN KAP18313, SEC 35, TWP 26, 41	2.05	<b>285.48</b>
217	06776.850	2105 MORRISON RD	LOT 1, PLAN KAP425, SEC 36, TWP 26, 41	1.00	<b>139.26</b>
217	06776.900	1990 MCKENZIE RD	LOT 2, PLAN KAP425, SEC 36, TWP 26, 41	12.07	<b>1680.87</b>
217	06777.000	1900 MCKENZIE RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	5.78	<b>804.92</b>
217	06778.000	1893 MORRISON RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	2.57	<b>357.90</b>
217	06788.000	1304 MORRISON RD	LOT 10, PLAN KAP425, SEC 36, TWP 26, 41	7.58	<b>1055.59</b>
217	06793.000	2104 1 MORRISON RD	LOT 15, PLAN KAP425, SEC , TWP 26, 41	2.02	<b>281.31</b>
217	06794.000	685 2 OLD VERNON RD	LOT 16, PLAN KAP425, SEC , TWP 26, 41	7.70	<b>1072.30</b>
217	06796.000	745 CORNISH RD	LOT 18, PLAN KAP425, SEC , TWP 26, 41	6.35	<b>884.30</b>
217	06799.510	1425 MORRISON RD	LOT B, PLAN EPP15301, SEC 36, TWP 26, 41	7.31	<b>1017.99</b>
217	06803.000	1350 HORNING RD	LOT 20, PLAN KAP1760, SEC 36, TWP 26, 41	14.64	<b>2038.77</b>
217	06805.005	1920 MCCURDY RD E	LOT 3, PLAN KAP91486, SEC 31, TWP 27, 41	14.58	<b>2030.41</b>
217	06806.000	1431 LATTA RD	LOT 24, PLAN KAP1760, SEC , TWP 26, 41	2.65	<b>369.04</b>
217	06807.001	1305 LATTA RD	LOT 25, PLAN KAP1760, SEC 36, TWP 26, 41	12.99	<b>1808.99</b>
217	06810.002	1341 LATTA RD	LOT 28, PLAN KAP1760, SEC 36, TWP 26, 41	5.53	<b>770.11</b>
217	06814.005	1380 LATTA RD	LOT 1, PLAN KAP91485, SEC 31, TWP 27, 41	12.59	<b>1753.28</b>
217	06814.006	1400 LATTA RD	LOT 2, PLAN KAP91485, SEC 31, TWP 27, 41	10.47	<b>1458.05</b>
217	06814.007	1448 LATTA RD	LOT 3, PLAN KAP91485, SEC 31, TWP 27, 41	17.22	<b>2398.06</b>
217	06817.001	1331 MCCURDY RD E	LOT 1, PLAN KAP4060, SEC 36, TWP 26, 41	19.57	<b>2725.32</b>
217	06819.000	1545 MCCURDY RD E	LOT 3, PLAN KAP4060, SEC 36, TWP 26, 41	15.90	<b>2214.23</b>
217	06820.000	1445 LATTA RD	LOT 25, PLAN KAP4218B, SEC 36, TWP 26, 41	12.24	<b>1704.54</b>
217	06828.490	1761 MORRISON RD	LOT A, PLAN KAP25654, SEC 36, TWP 26, 41	3.97	<b>552.86</b>
217	06828.500	1750 MCKENZIE RD	LOT B, PLAN KAP25654, SEC 36, TWP 26, 41	10.23	<b>1424.63</b>
217	06828.524	1700 MCKENZIE RD	LOT D, PLAN KAP25654, SEC 36, TWP 26, 41	7.37	<b>1026.35</b>
217	06828.618	1301 LATTA RD	LOT 1, PLAN KAP33998, SEC 36, TWP 26, 41	1.00	<b>139.26</b>
217	06828.642	837 MCCURDY RD E	LOT 2, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	<b>139.26</b>
217	06828.644	833 MCCURDY RD E	LOT 3, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	<b>139.26</b>

<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	06886.003	2025 1 TREETOP RD	LOT 1, PLAN KAP1760, SEC , TWP 27, 41	9.81	<b>1366.14</b>
217	06960.185	5681 LAKESHORE RD	LOT 1, PLAN EPP37698, SEC 16, TWP 28, 54	1.00	<b>139.26</b>
217	07143.000	559 BARNABY RD	LOT 3, PLAN KAP1743, SEC 25, TWP 28, 54	1.00	<b>139.26</b>
217	07161.000	4856 LAKESHORE RD	LOT , PLAN KAP1722, SEC 25, TWP 29, 41	3.73	<b>519.44</b>
217	07264.002	1456 DEHART RD	LOT 1, PLAN KAP1837, SEC , TWP 29, 41	11.58	<b>1612.63</b>
217	07269.000	999 CRAWFORD RD	LOT 1, PLAN KAP13170, SEC 31, TWP 29, 41	11.85	<b>1650.23</b>
217	07270.072	1265 CRAWFORD RD	LOT 2, PLAN KAP21104, SEC 31, TWP 29, 41	1.00	<b>139.26</b>
217	07270.074	1285 CRAWFORD RD	LOT 3, PLAN KAP21104, SEC , TWP 29, 41	1.00	<b>139.26</b>
217	07278.000	4551 STEWART RD W	LOT 220, PLAN KAP1247, SEC 32, TWP 29, 41	2.89	<b>402.46</b>
217	07280.000	4480 STEWART RD E	LOT 222, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	<b>139.26</b>
217	07284.000	1933 SAUCIER RD	LOT 226, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	<b>139.26</b>
217	07286.000	1690 SAUCIER RD	LOT 228, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	<b>139.26</b>
217	07287.000	1670 SAUCIER RD	LOT 229, PLAN KAP1247, SEC 32, TWP 29, 41	6.61	<b>920.51</b>
217	07290.000	1650 SAUCIER RD	LOT 232, PLAN KAP1247, SEC 32, TWP 29, 41	6.69	<b>931.65</b>
217	07291.000	4202 BEDFORD RD	LOT 233, PLAN KAP1247, SEC 32, TWP 29, 41	9.74	<b>1356.39</b>
217	07293.000	1601 SAUCIER RD	LOT 238, PLAN KAP1247, SEC 32, TWP 29, 41	1.62	<b>225.60</b>
217	07296.000	1475 DEHART RD	LOT 246, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	<b>139.26</b>
217	07304.000	4132 BEDFORD RD	LOT 3, PLAN KAP15793, SEC 32, TWP 29, 41	6.38	<b>888.48</b>
217	07304.010	1485 DEHART RD	LOT 1, PLAN KAP20969, SEC 32, TWP 29, 41	1.21	<b>168.50</b>
217	07351.000	4305 JAUD RD	LOT 5, PLAN KAP6171, SEC 34, TWP 29, 41	17.35	<b>2416.16</b>
217	09532.000	2527 GALE RD	LOT 1, PLAN KAP10810, SEC , TWP , 41	1.00	<b>139.26</b>
217	09533.000	2517 GALE RD	LOT 2, PLAN KAP10810, SEC , TWP , 41	6.10	<b>849.49</b>
217	09533.051	2545 GALE RD	LOT B, PLAN KAP19044, SEC , TWP , 41	1.00	<b>139.26</b>
217	09533.052	2499 GALE RD	LOT C, PLAN KAP19044, SEC , TWP , 41	1.00	<b>139.26</b>
217	09533.054	2449 GALE RD	LOT E, PLAN KAP19044, SEC , TWP , 41	1.00	<b>139.26</b>
217	09533.055	2427 GALE RD	LOT F, PLAN KAP19044, SEC , TWP , 41	1.00	<b>139.26</b>
217	10393.000	2050 BYRNS RD	LOT 1, PLAN KAP2830, SEC 17, TWP 26, 41	20.34	<b>2832.55</b>
217	10394.001	2190 COOPER RD	LOT A, PLAN KAP80629, SEC , TWP , 41	6.70	<b>933.04</b>
217	10410.000	1756 BYRNS RD	LOT 23, PLAN KAP415, SEC , TWP , 41	11.40	<b>1587.56</b>
217	10411.000	1890 BYRNS RD	LOT 23, PLAN KAP415, SEC 19, TWP 26, 41	4.35	<b>605.78</b>
217	10414.000	1756 BYRNS RD	LOT 26, PLAN KAP415, SEC , TWP , 41	15.50	<b>2158.53</b>
217	10518.000	1650 BYRNS RD	LOT 2, PLAN KAP78759, SEC , TWP , 41	3.61	<b>502.73</b>
217	10519.852	2225 SPALL RD	LOT B, PLAN KAP40808, SEC , TWP , 41	13.45	<b>1873.05</b>
217	10519.854	1980 BYRNS RD	LOT C, PLAN KAP40808, SEC , TWP , 41	10.91	<b>1519.33</b>

<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	10519.856	1990 BYRNS RD	LOT D, PLAN KAP40808, SEC , TWP , 41	1.00	<b>139.26</b>
217	10531.000	1909 BYRNS RD	LOT 15, PLAN KAP415, SEC , TWP , 41	10.05	<b>1399.56</b>
217	10543.001	2589 BENVOLIN RD	LOT 1, PLAN KAP3357, SEC , TWP , 41	5.67	<b>789.60</b>
217	10549.000	2029 BYRNS RD	LOT 2, PLAN KAP8615, SEC , TWP , 41	8.21	<b>1143.32</b>
217	10589.113	1909 BYRNS RD	LOT B, PLAN KAP67173, SEC , TWP , 41	19.68	<b>2740.64</b>
217	10756.035	1394 LADNER RD	LOT 1, PLAN KAP73438, SEC , TWP , 41	1.00	<b>139.26</b>
217	11501.711	4345 HOBSON RD	LOT 25, PLAN KAP27559, SEC , TWP , 41	1.00	<b>139.26</b>
217	11502.309	4340 HOBSON RD	LOT A, PLAN KAP69885, SEC , TWP , 41	1.00	<b>139.26</b>
217	12185.840	2450 SAUCIER RD	LOT 166, PLAN KAP1247, SEC 33, TWP 29, 41	3.68	<b>512.48</b>
217	12185.870	2225 SAUCIER RD	LOT 180, PLAN KAP1247, SEC 33, TWP 29, 41	1.00	<b>139.26</b>
217	12191.000	4400 JAUD RD	LOT 3, PLAN KAP1734, SEC 33, TWP 29, 41	14.10	<b>1963.57</b>
217	12199.072	4499 WALLACE HILL RD	LOT A, PLAN KAP35213, SEC , TWP , 41	2.06	<b>286.88</b>
217	12199.082	4380 WALLACE HILL RD	LOT 2, PLAN KAP39632, SEC , TWP , 41	4.70	<b>654.52</b>
217	12199.103	2740 HARVARD RD	LOT 14, PLAN KAP62784, SEC , TWP , 41	3.11	<b>433.10</b>
217	12199.105	4300 WALLACE HILL RD	LOT B, PLAN KAP62482, SEC , TWP , 41	15.82	<b>2203.09</b>
217	30100.320	3850 32 SENGER RD	LOT , PLAN , SEC , TWP , 41	5.55	<b>772.89</b>
				2367.91	<b>329755.15</b>

# CITY OF KELOWNA

## BYLAW NO. 11223

### Sterile Insect Release Program Parcel Tax Bylaw 2016

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A bylaw pursuant to Section 200 of the *Community Charter* to impose and levy a Parcel Tax upon the owners of land or real property within the City of Kelowna being served by the Sterile Insect Release Program.

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. A Parcel Tax shall be and is hereby imposed and levied upon the owners of land or real property as shown on Schedule "A" attached to and forming part of this bylaw, being served by the Sterile Insect Release Program.
2. The Parcel Tax shall be levied for the 2016 tax year on each parcel of land aforementioned, and the amount of such Parcel Tax shall be One Hundred and Thirty-Nine Dollars and Twenty-Six Cents (\$139.26) per assessed acre.
3. This bylaw shall be known for all purposes as the "Sterile Insect Release Program Parcel Tax Bylaw 2016 No. 11223".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	03108.010	1355 LATTA RD	LOT 10, PLAN KAP1611, SEC 1, TWP 23, 41	6.39	889.87
217	03121.000	2355 MCKENZIE RD	LOT A, PLAN KAP15859, SEC 1, TWP 23, 41	6.37	887.09
217	03121.010	2295 MCKENZIE RD	LOT 2, PLAN KAP33255, SEC 1, TWP 23, 41	20.40	2840.90
217	03186.100	2685 SEXSMITH RD	LOT 1, PLAN KAP45492, SEC 3, TWP 23, 41	9.02	1256.13
217	03210.125	2517 SEXSMITH RD	LOT 10, PLAN KAP21431, SEC 3&4, TWP 23, 41	8.18	1139.15
217	03210.210	705 VALLEY RD	LOT B, PLAN KAP31659, SEC 3, TWP 23, 41	3.70	515.26
217	03255.321	1982 UNION RD	LOT A, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03255.322	1980 UNION RD	LOT B, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03262.000	2389 LONGHILL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	6.00	835.56
217	03263.000	2206 LONGHILL RD	LOT 2, PLAN KAP1068, SEC 4&34, TWP 23, 41	7.33	1020.78
217	03264.000	185 VALLEY RD	LOT 3, PLAN KAP1068, SEC 4&34, TWP 23, 41	3.77	525.01
217	03266.000	143 1 VALLEY RD	LOT 5, PLAN KAP1068, SEC 4, TWP 23, 41	3.84	534.76
217	03267.000	127 1 VALLEY RD	LOT 6, PLAN KAP1068, SEC 4, TWP 23, 41	9.27	1290.94
217	03268.000	2214 BONN RD	LOT 7, PLAN KAP1068, SEC 4, TWP 23, 41	4.51	628.06
217	03269.000	115 VALLEY RD N	LOT 8, PLAN KAP1068, SEC 4, TWP 23, 41	10.13	1410.70
217	03270.000	2547 SEXSMITH RD	LOT 11, PLAN KAP1068, SEC 3&4, TWP 23, 41	1.90	264.59
217	03271.000	220 MAIL RD	LOT 12, PLAN KAP1068, SEC 4, TWP 23, 41	8.46	1178.14
217	03272.000	180 MAIL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	7.01	976.21
217	03274.000	135 VALLEY RD N	LOT H, PLAN KAP1636, SEC 4, TWP 23, 41	4.97	692.12
217	03278.000	800 PACKINGHOUSE RD	LOT 3, PLAN KAP1884, SEC 4&9, TWP 23, 41	1.00	139.26
217	03279.000	2160 SCENIC RD	LOT 4, PLAN KAP1884, SEC 4&9, TWP 23, 41	4.44	618.31
217	03337.532	770 PACKINGHOUSE RD	LOT A, PLAN KAP35054, SEC 4, TWP 23, 41	3.86	537.54
217	03395.000	531 GLENMORE RD N	LOT 29, PLAN KAP896, SEC 9, TWP 23, 41	6.39	889.87
217	03645.000	2434 GALE RD	LOT 2, PLAN KAP1453, SEC 23, TWP 23, 41	1.77	246.49
217	03646.000	2504 GALE RD	LOT 3, PLAN KAP1453, SEC 23, TWP 23, 41	4.17	580.71
217	03650.000	2801 DRY VALLEY RD	LOT 7, PLAN KAP1453, SEC 23, TWP 23, 41	2.88	401.07
217	03664.000	2155 PIER MAC WAY	LOT 1, PLAN KAP2257, SEC 23, TWP 23, 41	2.33	324.48
217	03664.514	2855 DRY VALLEY RD	LOT A, PLAN KAP37471, SEC 23, TWP 23, 41	1.85	257.63
217	03664.516	2849 DRY VALLEY RD	LOT B, PLAN KAP37471, SEC 23, TWP 23, 41	10.67	1485.90
217	03884.000	3310 MATHEWS RD	LOT 63, PLAN KAP1247, SEC 3&34, TWP 26, 41	9.56	1331.33
217	03899.000	3260 MATHEWS RD	LOT 109, PLAN KAP1247, SEC 3, TWP 26, 41	3.12	434.49
217	03905.001	4232 SPIERS RD	LOT 117, PLAN KAP1247, SEC 3, TWP 26, 41	7.16	997.10
217	03905.104	4236 SPIERS RD	LOT B, PLAN KAP92871, SEC 3, TWP 26, 41	4.45	619.71
217	03906.000	4233 SPIERS RD	LOT 119, PLAN KAP1247, SEC 3, TWP 26, 41	5.01	697.69

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217	03907.000	4221 SPIERS RD	LOT 120, PLAN KAP1247, SEC 3, TWP 26, 41	11.20	1559.71
217	03908.000	4215 SPIERS RD	LOT 121, PLAN KAP1247, SEC 3, TWP 26, 41	1.00	139.26
217	03912.000	3030 GRIEVE RD	LOT 125, PLAN KAP1247, SEC 3, TWP 26, 41	6.13	853.66
217	03913.001	3015 GRIEVE RD	LOT 126, PLAN KAP1247, SEC 3, TWP 26, 41	9.88	1375.89
217	03913.101	3145 1 GULLEY RD	LOT 127, PLAN KAP1247, SEC , TWP , 41	9.20	1281.19
217	03949.320	4280 SPIERS RD	LOT B, PLAN KAP34609, SEC 3, TWP 26, 41	9.95	1385.64
217	03949.340	4207 SPIERS RD	LOT B, PLAN KAP47098, SEC 3, TWP 26, 41	3.07	427.53
217	03949.390	3480 WATER RD	LOT A, PLAN KAP71707, SEC 3, TWP 26, 41	6.46	899.62
217	03950.000	3965 TODD RD	LOT , PLAN KAP1247, SEC 4, TWP 26, 41	8.67	1207.38
217	03952.062	3865 SPIERS RD	LOT 138, PLAN KAP1247, SEC 4, TWP 26, 41	6.75	940.01
217	03953.000	3895 SPIERS RD	LOT 139, PLAN KAP1247, SEC 4, TWP 26, 41	4.71	655.91
217	03955.000	2809 GRIEVE RD	LOT 141, PLAN KAP1247, SEC 4, TWP 26, 41	11.94	1662.76
217	03956.000	4201 SPIERS RD	LOT 142, PLAN KAP1247, SEC 4, TWP 26, 41	6.18	860.63
217	03960.000	2699 SAUCIER RD	LOT 145, PLAN KAP1247, SEC 4, TWP 26, 41	3.76	523.62
217	03965.000	4175 TODD RD	LOT 150, PLAN KAP1247, SEC 4, TWP 26, 41	8.33	1160.04
217	03968.000	4067 TODD RD	LOT 153, PLAN KAP1247, SEC 4, TWP 26, 41	6.43	895.44
217	03971.503	2287 WARD RD	LOT B, PLAN KAP78689, SEC 4, TWP 26, 41	35.86	4993.86
217	03973.000	3980 TODD RD	LOT 159, PLAN KAP1247, SEC 4, TWP 26, 41	2.41	335.62
217	03979.000	2715 HEWLETT RD	LOT 3, PLAN KAP1656, SEC 4, TWP 26, 41	8.31	1157.25
217	03981.000	2570 SAUCIER RD	LOT , PLAN KAP6018B, SEC 4, TWP 26, 41	1.18	164.33
217	03985.000	2675 HEWLETT RD	LOT A, PLAN KAP12142, SEC 4, TWP 26, 41	4.83	672.63
217	03990.002	3950 SPIERS RD	LOT E, PLAN KAP12142, SEC 4, TWP 26, 41	2.52	350.94
217	03995.027	3920 TODD RD	LOT B, PLAN KAP21140, SEC 4, TWP 26, 41	1.00	139.26
217	03995.159	3955 SPIERS RD	LOT A, PLAN KAP56989, SEC 4, TWP 26, 41	1.33	185.22
217	03995.172	2620 HEWLETT RD	LOT 2, PLAN KAP92520, SEC 4, TWP 26, 41	8.49	1182.32
217	03997.000	1591 SAUCIER RD	LOT 237, PLAN KAP1247, SEC 5, TWP 26, 41	7.78	1083.44
217	04008.001	4025 CASORSO RD	LOT A, PLAN KAP91004, SEC 5, TWP 26, 41	2.83	394.11
217	04008.002	4029 CASORSO RD	LOT B, PLAN KAP91004, SEC 5, TWP 26, 41	3.15	438.67
217	04014.004	3896A CASORSO RD	LOT A, PLAN KAP92331, SEC 5, TWP 26, 41	8.06	1122.44
217	04016.000	3877 CASORSO RD	LOT 4, PLAN KAP2243, SEC 5, TWP 26, 41	1.51	210.28
217	04021.000	3995 CASORSO RD	LOT 8, PLAN KAP2243, SEC 5, TWP 26, 41	5.70	793.78
217	04023.000	1989 WARD RD	LOT 10, PLAN KAP2243, SEC 5, TWP 26, 41	9.33	1299.30
217	04029.000	4153 BEDFORD RD	LOT 1, PLAN KAP15793, SEC 5, TWP 26, 41	5.77	803.53
217	04031.000	4122 BEDFORD RD	LOT 4, PLAN KAP15793, SEC 5, TWP 26, 41	1.88	261.81

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217	04032.158	3860 CASORSO RD	LOT 2, PLAN KAP89549, SEC 5, TWP 26, 41	1.00	139.26
217	04118.205	1950 WARD RD	LOT A, PLAN KAP48946, SEC 8, TWP 12, 41	12.85	1789.49
217	04118.215	1990 1 WARD RD	LOT B, PLAN KAP48946, SEC 8, TWP 12, 41	2.49	346.76
217	04121.000	3677 SPIERS RD	LOT 1, PLAN KAP1072, SEC 9, TWP 26, 41	7.01	976.21
217	04127.000	3663 SPIERS RD	LOT 2, PLAN KAP1765, SEC 9, TWP 26, 41	7.48	1041.66
217	04151.030	3769 SPIERS RD	LOT 1, PLAN KAP23684, SEC 9, TWP 26, 41	3.54	492.98
217	04151.105	2190 GULLEY RD	LOT A, PLAN KAP26008, SEC 9, TWP 26, 41	7.36	1024.95
217	04151.125	2568 K.L.O. RD	LOT B, PLAN KAP26528, SEC 9, TWP 26, 41	3.53	491.59
217	04151.140	3664 SPIERS RD	LOT A, PLAN KAP28797, SEC 9, TWP 26, 41	13.98	1946.85
217	04151.150	3668 SPIERS RD	LOT B, PLAN KAP28797, SEC 9, TWP 26, 41	1.00	139.26
217	04151.155	3678 SPIERS RD	LOT C, PLAN KAP28797, SEC 9, TWP 26, 41	6.92	963.68
217	04151.192	2777 K.L.O. RD	LOT A, PLAN KAP43297, SEC 9&10, TWP 26, 41	9.58	1334.11
217	04151.195	3740 HART RD	LOT 6, PLAN KAP29282, SEC 9, TWP 26, 41	13.22	1841.02
217	04151.200	2452 GULLEY RD	LOT 7, PLAN KAP29282, SEC 9, TWP 26, 41	21.88	3047.01
217	04151.210	2725 K.L.O. RD	LOT A, PLAN KAP45934, SEC , TWP 26, 41	28.73	4000.94
217	04151.260	2295 K.L.O. RD	LOT 2, PLAN KAP33463, SEC 9, TWP 26, 41	8.62	1200.42
217	04151.265	3551 SPIERS RD	LOT 3, PLAN KAP33463, SEC 9, TWP 26, 41	3.28	456.77
217	04151.292	2202 GULLEY RD	LOT A, PLAN KAP44147, SEC 9, TWP 26, 41	21.08	2935.60
217	04151.300	3671 SPIERS RD	LOT A, PLAN KAP70726, SEC 9, TWP 26, 41	1.23	171.29
217	04152.000	3690 POOLEY RD	LOT , PLAN , SEC 10, TWP 26, 41	16.99	2366.03
217	04154.000	3400 REEKIE RD	LOT 3, PLAN KAP355, SEC 10, TWP 26, 41	8.73	1215.74
217	04156.000	3455 ROSE RD	LOT 4, PLAN KAP355, SEC 10, TWP 26, 41	16.80	2339.57
217	04157.051	3480 FITZGERALD RD	LOT 5, PLAN KAP355, SEC 10, TWP 26, 41	10.07	1402.35
217	04158.000	3201 ROSE RD	LOT 3, PLAN KAP790, SEC 10, TWP 26, 41	16.21	2257.40
217	04160.001	3090 MCCULLOCH RD	LOT 5, PLAN KAP790, SEC 10, TWP 26, 41	5.65	786.82
217	04161.000	3641 HART RD	LOT 7, PLAN KAP790, SEC 10, TWP 26, 41	6.80	946.97
217	04166.000	3274 MCCULLOCH RD	LOT 2, PLAN KAP978, SEC 10, TWP 26, 41	9.20	1281.19
217	04167.000	3286 MCCULLOCH RD	LOT 3, PLAN KAP978, SEC 10, TWP 26, 41	6.58	916.33
217	04168.000	3296 1 MCCULLOCH RD	LOT 4, PLAN KAP978, SEC 10, TWP 26, 41	4.11	572.36
217	04170.000	3041 POOLEY RD	LOT 3, PLAN KAP1517, SEC 10, TWP 26, 41	2.40	334.22
217	04171.000	3131 POOLEY RD	LOT 2, PLAN KAP1517, SEC 10, TWP 26, 41	1.00	139.26
217	04174.002	3099 MCCULLOCH RD	LOT B, PLAN KAP71621, SEC 10, TWP 26, 41	2.91	405.25
217	04176.000	3591 HART RD	LOT 3, PLAN KAP1589, SEC 10, TWP 26, 41	3.33	463.74
217	04179.000	3635 REEKIE RD	LOT A, PLAN KAP2038, SEC 10, TWP 26, 41	15.68	2183.60

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217	04180.000	3695 FITZGERALD RD	LOT B, PLAN KAP2038, SEC 10, TWP 26, 41	25.21	3510.74
217	04181.000	3520 REEKIE RD	LOT 1, PLAN KAP2398, SEC 10, TWP 26, 41	3.96	551.47
217	04183.000	3680 REEKIE RD	LOT 2, PLAN KAP2398, SEC 10, TWP 26, 41	10.94	1523.50
217	04194.000	3275 MCCULLOCH RD	LOT 1, PLAN KAP6530, SEC 10, TWP 26, 41	12.18	1696.19
217	04198.000	3524 ROSE RD	LOT A, PLAN KAP11840, SEC 10, TWP 26, 41	9.17	1277.01
217	04199.100	3564 ROSE RD	LOT A, PLAN KAP18708, SEC 10, TWP 26, 41	11.84	1648.84
217	04199.156	3269 MCCULLOCH RD	LOT 2, PLAN KAP90496, SEC 10, TWP 26, 41	2.06	286.88
217	04199.180	3301 MCCULLOCH RD	LOT 2, PLAN KAP28811, SEC 3&10, TWP 26, 41	14.83	2065.23
217	04199.252	3630 FITZGERALD RD	LOT B, PLAN KAP30817, SEC 10, TWP 26, 41	10.10	1406.53
217	04199.254	3505 FITZGERALD RD	LOT 1, PLAN KAP30818, SEC 10, TWP 26, 41	20.43	2845.08
217	04199.278	3565 ROSE RD	LOT A, PLAN KAP38325, SEC 10, TWP 26, 41	7.88	1097.37
217	04199.280	3248 MCCULLOCH RD	LOT B, PLAN KAP38325, SEC 10, TWP 26, 41	1.00	139.26
217	04199.302	3665 HART RD	LOT 2, PLAN KAP48949, SEC 10, TWP 26, 41	11.10	1545.79
217	04199.303	3255 MCCULLOCH RD	LOT A, PLAN KAP63291, SEC 10, TWP 26, 41	1.00	139.26
217	04199.306	3671 HART RD	LOT B, PLAN KAP92586, SEC 10, TWP 26, 41	3.71	516.65
217	04208.000	2604 A BELGO RD	LOT 5, PLAN KAP1380, SEC 11, TWP 26, 41	7.07	984.57
217	04209.000	2502 BELGO RD	LOT 6, PLAN KAP1380, SEC 11, TWP 26, 41	10.75	1497.05
217	04210.000	2550 WALBURN RD	LOT 7, PLAN KAP1380, SEC , TWP 26, 41	3.35	466.52
217	04214.000	2605 BELGO RD	LOT 3, PLAN KAP1380, SEC 11, TWP 26, 41	8.55	1190.67
217	04215.000	2505 BELGO RD	LOT 4, PLAN KAP1380, SEC 11, TWP 26, 41	8.76	1219.92
217	04220.000	3950 BORLAND RD	LOT , PLAN KAP1862B, SEC 11, TWP 26, 41	2.92	406.64
217	04222.000	3527 BEMROSE RD	LOT 2, PLAN KAP2005, SEC 11, TWP 26, 41	3.17	441.45
217	04223.000	3835 BORLAND RD	LOT A, PLAN KAP2645, SEC 11, TWP 26, 41	4.07	566.79
217	04225.000	3553 BEMROSE RD	LOT 1, PLAN KAP4332, SEC 11, TWP 26, 41	4.37	608.57
217	04226.000	3571 BEMROSE RD	LOT 2, PLAN KAP4332, SEC 11, TWP 26, 41	4.96	690.73
217	04227.000	3587 BEMROSE RD	LOT 3, PLAN KAP4332, SEC 11, TWP 26, 41	5.38	749.22
217	04228.000	3625 BEMROSE RD	LOT A, PLAN KAP4553, SEC 11, TWP 26, 41	7.95	1107.12
217	04232.000	3647 BEMROSE RD	LOT 1, PLAN KAP5787, SEC 11, TWP 26, 41	6.28	874.55
217	04234.000	4010 SENGER RD	LOT A, PLAN KAP6005, SEC 11, TWP 26, 41	25.24	3514.92
217	04235.000	3975 SENGER RD	LOT A, PLAN KAP6633, SEC 11, TWP 26, 41	2.62	364.86
217	04237.120	2149 BELGO RD	LOT 1, PLAN KAP31521, SEC , TWP 26, 41	10.04	1398.17
217	04237.130	2327 BELGO RD	LOT 1, PLAN KAP33009, SEC 11, TWP 26, 41	9.35	1302.08
217	04237.137	3547 BEMROSE RD	LOT 1, PLAN KAP71097, SEC 26, TWP 11, 41	1.00	139.26
217	04237.138	2547 BELGO RD	LOT A, PLAN KAP76995, SEC 11, TWP 26, 41	1.00	139.26

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217	04240.000	2260 GARNER RD	LOT 1, PLAN KAP1380, SEC , TWP 26, 41	8.53	1187.89
217	04243.000	2455 WALBURN RD	LOT B, PLAN KAP3238B, SEC 12, TWP 26, 41	7.40	1030.52
217	04245.051	2601 WALBURN RD	LOT 2, PLAN KAP62978, SEC 12, TWP 26, 41	7.63	1062.55
217	04247.000	1190 LEWIS RD	LOT 9, PLAN KAP1380, SEC 13, TWP 26, 41	8.08	1125.22
217	04248.000	2290 GARNER RD	LOT 2, PLAN KAP1380, SEC 13, TWP 26, 41	7.52	1047.24
217	04249.000	2148 WALBURN RD	LOT 4, PLAN KAP1380, SEC 13, TWP 26, 41	10.45	1455.27
217	04254.000	1093 TEASDALE RD	LOT 8, PLAN KAP1380, SEC , TWP 26, 41	5.17	719.97
217	04256.000	1320 BELGO RD	LOT 1, PLAN KAP1926, SEC 13, TWP 26, 41	6.20	863.41
217	04258.000	1404 LEWIS RD	LOT 2, PLAN KAP1926, SEC 13, TWP 26, 41	10.26	1428.81
217	04261.000	1839 WALBURN RD	LOT 7, PLAN KAP1926, SEC 13, TWP 26, 41	5.61	781.25
217	04269.002	2091 WALBURN RD	LOT 2, PLAN KAP4119, SEC 13, TWP 26, 41	3.52	490.20
217	04270.003	1959 WALBURN RD	LOT B, PLAN KAP91170, SEC 13, TWP 26, 41	1.00	139.26
217	04293.000	1181 LEWIS RD	LOT A, PLAN KAP11265, SEC 13, TWP 26, 41	1.24	172.68
217	04315.000	3855 EAST KELOWNA RD	LOT 13, PLAN KAP665, SEC 14, TWP 26, 41	2.30	320.30
217	04317.000	2075 BELGO RD	LOT 9, PLAN KAP1380, SEC 14, TWP 26, 41	4.20	584.89
217	04318.001	1865 BELGO RD	LOT 11, PLAN KAP1380, SEC 14, TWP 26, 41	9.21	1282.58
217	04319.000	2280 HOLLYWOOD RD S	LOT 12, PLAN KAP1380, SEC 14, TWP 26, 41	3.98	554.25
217	04323.000	1725 TEASDALE RD	LOT 2, PLAN KAP1380, SEC 14, TWP 26, 41	2.82	392.71
217	04324.000	1650 GEEN RD	LOT 3, PLAN KAP1380, SEC 14, TWP 26, 41	1.87	260.42
217	04325.001	1390 GEEN RD	LOT A, PLAN KAP90868, SEC 14, TWP 26, 41	5.28	735.29
217	04325.005	1552 GEEN RD	LOT 1, PLAN EPP34425, SEC 14, TWP 26, 41	1.92	267.38
217	04326.000	1699 TEASDALE RD	LOT 5, PLAN KAP1380, SEC 14, TWP 26, 41	3.93	547.29
217	04327.004	1595 TEASDALE RD	LOT B, PLAN EPP32484, SEC 14, TWP 26, 41	5.70	793.78
217	04329.000	1409 TEASDALE RD	LOT 8, PLAN KAP1380, SEC 14, TWP 26, 41	3.20	445.63
217	04330.000	1555 TEASDALE RD	LOT 10, PLAN KAP1380, SEC 14, TWP 26, 41	1.04	144.83
217	04333.000	1375 GEEN RD	LOT 5, PLAN KAP1380, SEC 13, TWP 26, 41	1.00	139.26
217	04334.001	1225 TEASDALE RD	LOT 6, PLAN KAP1380, SEC 14, TWP 26, 41	3.96	551.47
217	04335.000	1103 TEASDALE RD	LOT 7, PLAN KAP1380, SEC 14, TWP 26, 41	2.17	302.19
217	04336.000	3810 EAST KELOWNA RD	LOT 15, PLAN KAP187, SEC 14, TWP 26, 41	1.00	139.26
217	04343.000	2270 HOLLYWOOD RD S	LOT A, PLAN KAP1845, SEC 14, TWP 26, 41	1.00	139.26
217	04344.000	2015 BELGO RD	LOT B, PLAN KAP1845, SEC 14, TWP 26, 41	8.86	1233.84
217	04346.001	1565 2 BELGO RD	LOT B, PLAN KAP1846, SEC , TWP , 41	5.12	713.01
217	04350.000	1469 TEASDALE RD	LOT 1, PLAN KAP4384, SEC 14, TWP 26, 41	7.52	1047.24
217	04351.000	1429 TEASDALE RD	LOT 2, PLAN KAP4384, SEC 14, TWP 26, 41	1.96	272.95

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217	04353.000	3675 EAST KELOWNA RD	LOT A, PLAN KAP76792, SEC 15, TWP 26, 41	1.00	139.26
217	04354.000	3223 REID RD	LOT B, PLAN KAP76792, SEC 15, TWP 26, 41	3.12	434.49
217	04360.093	3754 EAST KELOWNA RD	LOT B, PLAN KAP84170, SEC 14, TWP 26, 41	6.90	960.89
217	04360.267	1708 GEEN RD	LOT 1, PLAN KAP82075, SEC 14, TWP 26, 41	5.27	733.90
217	04360.268	1605 GEEN RD	LOT 2, PLAN KAP82075, SEC 14, TWP 26, 41	7.44	1036.09
217	04360.354	1950 BELGO RD	LOT 2, PLAN KAP25528, SEC 14, TWP 26, 41	14.27	1987.24
217	04360.527	3795 EAST KELOWNA RD	LOT A, PLAN KAP58793, SEC 14, TWP 26, 41	4.06	565.40
217	04364.000	2995 DUNSTER RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	1.46	203.32
217	04365.000	3098 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	9.89	1377.28
217	04366.000	3002 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	3.43	477.66
217	04367.000	2855 DUNSTER RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.96	2222.59
217	04368.000	3152 EAST KELOWNA RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	16.35	2276.90
217	04369.000	2795 DUNSTER RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	17.25	2402.24
217	04370.000	3250 EAST KELOWNA RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	14.36	1999.77
217	04372.000	3208 REID RD	LOT 18, PLAN KAP187, SEC 15, TWP 26, 41	7.63	1062.55
217	04375.000	3350 POOLEY RD	LOT 20, PLAN KAP187, SEC 15, TWP 26, 41	7.89	1098.76
217	04379.004	3063 DUNSTER RD	LOT 12, PLAN KAP665, SEC 16, TWP 26, 41	6.28	874.55
217	04380.000	3502 EAST KELOWNA RD	LOT 11, PLAN KAP187, SEC 15, TWP 26, 41	8.40	1169.78
217	04381.000	2947 EAST KELOWNA RD	LOT 1, PLAN KAP736, SEC 15, TWP 26, 41	8.00	1114.08
217	04382.000	2981 EAST KELOWNA RD	LOT 2, PLAN KAP736, SEC 15, TWP 26, 41	6.57	914.94
217	04385.000	3072 EAST KELOWNA RD	LOT 6, PLAN KAP821B, SEC 15, TWP 26, 41	3.50	487.41
217	04386.001	3622 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	4.19	583.50
217	04386.002	3652 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	1.06	147.62
217	04387.000	3183 DUNSTER RD	LOT , PLAN KAP187, SEC 15, TWP 26, 41	4.78	665.66
217	04394.000	3582 EAST KELOWNA RD	LOT B, PLAN KAP1670, SEC 15, TWP 26, 41	3.89	541.72
217	04396.000	2960 MCCULLOCH RD	LOT B, PLAN KAP1703, SEC 15, TWP 26, 41	4.41	614.14
217	04400.000	3430 POOLEY RD	LOT B, PLAN KAP1725, SEC 15, TWP 26, 41	11.76	1637.70
217	04402.000	3251 EAST KELOWNA RD	LOT 1, PLAN KAP3379, SEC 15, TWP 26, 41	3.89	541.72
217	04403.000	3240 POOLEY RD	LOT 2, PLAN KAP3379, SEC 15, TWP 26, 41	2.22	309.16
217	04404.000	3260 POOLEY RD	LOT 3, PLAN KAP3379, SEC 15, TWP 26, 41	11.19	1558.32
217	04406.000	3420 EAST KELOWNA RD	LOT 1, PLAN KAP3380, SEC 15, TWP 26, 41	11.75	1636.31
217	04407.000	3490 EAST KELOWNA RD	LOT 2, PLAN KAP3380, SEC 15, TWP 26, 41	8.94	1244.98
217	04412.000	3288 REID RD	LOT A, PLAN KAP4618, SEC 15, TWP 26, 41	14.02	1952.43
217	04416.000	3329 EAST KELOWNA RD	LOT 1, PLAN KAP5512, SEC 15, TWP 26, 41	6.69	931.65



<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	04418.000	3375 DALL RD	LOT 1, PLAN KAP6585, SEC 15, TWP 26, 41	5.07	706.05
217	04420.000	3060 POOLEY RD	LOT 2, PLAN KAP6585, SEC 15, TWP 26, 41	2.15	299.41
217	04423.190	3350 EAST KELOWNA RD	LOT 1, PLAN KAP30593, SEC 15, TWP 26, 41	1.00	139.26
217	04423.192	3310 EAST KELOWNA RD	LOT 2, PLAN KAP30593, SEC 15, TWP 26, 41	13.31	1853.55
217	04423.194	3410 POOLEY RD	LOT A, PLAN KAP34483, SEC 15, TWP 26, 41	4.50	626.67
217	04423.198	3120 POOLEY RD	LOT B, PLAN KAP34888, SEC 15, TWP 26, 41	9.08	1264.48
217	04423.205	3480 POOLEY RD	LOT A, PLAN KAP53451, SEC 15, TWP 26, 41	1.00	139.26
217	04423.207	3367 REID RD	LOT B, PLAN KAP55650, SEC 15, TWP 26, 41	1.85	257.63
217	04423.208	3390 REID RD	LOT 1, PLAN KAP56635, SEC 15, TWP 26, 41	1.00	139.26
217	04423.209	3360 REID RD	LOT 2, PLAN KAP56635, SEC 15, TWP 26, 41	7.32	1019.38
217	04428.000	3395 NEID RD	LOT 26, PLAN KAP187, SEC 16, TWP 26, 41	4.35	605.78
217	04432.000	3194 DUNSTER RD	LOT 5, PLAN KAP665, SEC 16, TWP 26, 41	1.94	270.16
217	04433.000	3172 DUNSTER RD	LOT 6, PLAN KAP665, SEC 16, TWP 26, 41	2.39	332.83
217	04436.000	3042 1 DUNSTER RD	LOT 9, PLAN KAP665, SEC 16, TWP 26, 41	1.66	231.17
217	04525.125	2830 EAST KELOWNA RD	LOT A, PLAN KAP32982, SEC 16, TWP 26, 41	3.89	541.72
217	04525.228	2877 EAST KELOWNA RD	LOT B, PLAN KAP33697, SEC 16, TWP 26, 41	6.38	888.48
217	04525.503	2690 BEWLAY RD	LOT 1, PLAN KAP56199, SEC 16, TWP 26, 41	3.20	445.63
217	04591.000	2934 DUNSTER RD	LOT C, PLAN KAP1700, SEC 22, TWP 26, 41	7.89	1098.76
217	04805.214	2960 DUNSTER RD	LOT 1, PLAN KAP73437, SEC 22, TWP 26, 41	12.95	1803.42
217	04814.000	1250 BELGO RD	LOT 3, PLAN KAP2128, SEC , TWP 26, 41	5.94	827.20
217	04824.000	1205 BELGO RD	LOT 2, PLAN KAP2329, SEC 23, TWP 26, 41	3.57	497.16
217	04825.001	1368 3 TEASDALE RD	LOT 3, PLAN KAP2329, SEC 23, TWP 26, 41	17.58	2448.19
217	04837.000	1454 TEASDALE RD	LOT A, PLAN KAP4697, SEC 23, TWP 26, 41	1.92	267.38
217	04884.000	1255 BELGO RD	LOT 2, PLAN KAP5620B, SEC , TWP 26, 41	14.91	2076.37
217	04898.000	879 HIGHWAY 33 E	LOT 3, PLAN KAP9679, SEC , TWP 26, 41	8.94	1244.98
217	05479.000	3363 SPRINGFIELD RD	LOT 5, PLAN KAP1802, SEC 24, TWP 26, 41	12.14	1690.62
217	05482.001	700 HIGHWAY 33 E	LOT A, PLAN EPP7145, SEC 24, TWP 26, 41	1.00	139.26
217	05502.130	811 HIGHWAY 33 E	LOT A, PLAN KAP23321, SEC 24, TWP 26, 41	1.93	268.77
217	05502.305	1151 LEWIS RD	LOT A, PLAN KAP33567, SEC 24, TWP 26, 41	5.39	750.61
217	05502.310	881 HIGHWAY 33 E	LOT B, PLAN KAP33567, SEC 24, TWP 26, 41	8.89	1238.02
217	05503.001	751 HARTMAN RD	LOT , PLAN KAP264, SEC 25, TWP 26, 41	8.85	1232.45
217	05510.000	920 HARTMAN RD	LOT 3, PLAN KAP731, SEC 25, TWP 26, 41	6.38	888.48
217	05511.000	1130 HARTMAN RD	LOT 4, PLAN KAP731, SEC 25, TWP 26, 41	5.37	747.83
217	05513.002	1080 GIBSON RD	LOT A, PLAN EPP11757, SEC 25, TWP 26, 41	1.00	139.26

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217	05513.004	1120 GIBSON RD	LOT B, PLAN EPP11757, SEC 25, TWP 26, 41	6.28	874.55
217	05514.000	1145 MORRISON RD	LOT 2, PLAN KAP1515, SEC 25, TWP 26, 41	2.51	349.54
217	05516.000	712 MCCURDY RD E	LOT 4, PLAN KAP1515, SEC 25, TWP 26, 41	6.83	951.15
217	05517.000	375 GIBSON RD	LOT 4, PLAN KAP1760, SEC 25, TWP 26, 41	3.72	518.05
217	05519.002	1610 SWAINSON RD	LOT 1, PLAN KAP77945, SEC , TWP 26, 41	10.86	1512.36
217	05524.000	1308 MCKENZIE RD	LOT 12, PLAN KAP1760, SEC 25, TWP 26, 41	6.55	912.15
217	05529.000	1795 MCCURDY RD E	LOT 1, PLAN KAP77943, SEC , TWP 26, 41	13.14	1829.88
217	05530.000	1550 SWAINSON RD	LOT 1, PLAN KAP77944, SEC , TWP 26, 41	14.76	2055.48
217	05548.000	1090 MCKENZIE RD	LOT 2, PLAN KAP4586, SEC 25, TWP 26, 41	26.74	3723.81
217	05561.000	690 HARTMAN RD	LOT A, PLAN KAP5499, SEC 25, TWP 26, 41	16.60	2311.72
217	05579.575	839 HARTMAN RD	LOT 2, PLAN KAP29183, SEC 25, TWP 26, 41	17.85	2485.79
217	05579.684	837 HARTMAN RD	LOT A, PLAN KAP35135, SEC 25, TWP 26, 41	2.66	370.43
217	06403.001	711 VALLEY RD	LOT 1, PLAN KAP71444, SEC 29, TWP 26, 41	3.47	483.23
217	06471.000	463 VALLEY RD	LOT 2, PLAN KAP896, SEC , TWP 26, 41	2.03	282.70
217	06499.001	445 VALLEY RD	LOT 3, PLAN KAP896, SEC 33, TWP 26, 41	5.41	753.40
217	06501.000	2224 ROJEM RD	LOT 4, PLAN KAP896, SEC 33, TWP 26, 41	2.06	286.88
217	06502.000	389 VALLEY RD	LOT 5, PLAN KAP896, SEC 33, TWP 26, 41	7.83	1090.41
217	06507.000	2429 LONGHILL RD	LOT 14, PLAN KAP1068, SEC 33, TWP 26, 41	11.55	1608.45
217	06508.000	2449 LONGHILL RD	LOT 15, PLAN KAP1068, SEC 33, TWP 26, 41	1.28	178.25
217	06510.000	120 MAIL RD	LOT 15, PLAN KAP1068, SEC , TWP 26, 41	7.95	1107.12
217	06511.000	102 MAIL RD	LOT 16, PLAN KAP1068, SEC , TWP 26, 41	8.75	1218.53
217	06524.000	2300 30 SILVER PL	LOT 8, PLAN KAP1249, SEC 33, TWP 26, 41	3.43	477.66
217	06525.000	2227 ROJEM RD	LOT 9, PLAN KAP1249, SEC 33, TWP 26, 41	2.10	292.45
217	06527.000	2255 ROJEM RD	LOT 11, PLAN KAP1249, SEC 33, TWP 26, 41	4.42	615.53
217	06528.000	2309 ROJEM RD	LOT 12, PLAN KAP1249, SEC 33, TWP 26, 41	4.36	607.17
217	06529.000	2323 ROJEM RD	LOT 13, PLAN KAP1249, SEC 33, TWP 26, 41	2.78	387.14
217	06533.000	2379 ROJEM RD	LOT 17, PLAN KAP1249, SEC 33, TWP 26, 41	1.96	272.95
217	06541.000	330 VALLEY RD	LOT 2, PLAN KAP4043, SEC 33, TWP 26, 41	1.00	139.26
217	06554.120	2389 2 ROJEM RD	LOT A, PLAN KAP26223, SEC 33, TWP 26, 41	4.91	683.77
217	06554.140	2400 LONGHILL RD	LOT A, PLAN KAP26592, SEC 4&33, TWP 23, 41	2.41	335.62
217	06554.160	2461 LONGHILL RD	LOT A, PLAN KAP28623, SEC 33, TWP 26, 41	6.07	845.31
217	06554.195	2350 SILVER PL	LOT 1, PLAN KAP33461, SEC 33, TWP 26, 41	3.52	490.20
217	06554.197	2489 LONGHILL RD	LOT 2, PLAN KAP33461, SEC 33, TWP 26, 41	4.13	575.14
217	06554.199	574 RIFLE RD	LOT 3, PLAN KAP33461, SEC 33, TWP 26, 41	3.39	472.09

<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	06554.238	2351 ROJEM RD	LOT C, PLAN KAP61113, SEC 33, TWP 26, 41	4.45	619.71
217	06557.002	2710 LONGHILL RD	LOT B, PLAN KAP88097, SEC 34, TWP 26, 41	1.00	139.26
217	06612.470	2512 LONGHILL RD	LOT A, PLAN KAP26258, SEC , TWP 26, 41	13.50	1880.01
217	06646.000	625 CORNISH RD	LOT 27, PLAN KAP425, SEC , TWP 26, 41	1.00	139.26
217	06647.000	610 CORNISH RD	LOT 28, PLAN KAP425, SEC 35, TWP 26, 41	6.11	850.88
217	06650.001	550 CORNISH RD	LOT 31, PLAN KAP425, SEC 3526, TWP , 41	1.00	139.26
217	06658.000	355 CORNISH RD	LOT 41, PLAN KAP425, SEC 35, TWP 26, 41	3.51	488.80
217	06773.003	1685 RUTLAND RD N	LOT 3, PLAN KAP18313, SEC 35, TWP 26, 41	2.05	285.48
217	06776.850	2105 MORRISON RD	LOT 1, PLAN KAP425, SEC 36, TWP 26, 41	1.00	139.26
217	06776.900	1990 MCKENZIE RD	LOT 2, PLAN KAP425, SEC 36, TWP 26, 41	12.07	1680.87
217	06777.000	1900 MCKENZIE RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	5.78	804.92
217	06778.000	1893 MORRISON RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	2.57	357.90
217	06788.000	1304 MORRISON RD	LOT 10, PLAN KAP425, SEC 36, TWP 26, 41	7.58	1055.59
217	06793.000	2104 1 MORRISON RD	LOT 15, PLAN KAP425, SEC , TWP 26, 41	2.02	281.31
217	06794.000	685 2 OLD VERNON RD	LOT 16, PLAN KAP425, SEC , TWP 26, 41	7.70	1072.30
217	06796.000	745 CORNISH RD	LOT 18, PLAN KAP425, SEC , TWP 26, 41	6.35	884.30
217	06799.510	1425 MORRISON RD	LOT B, PLAN EPP15301, SEC 36, TWP 26, 41	7.31	1017.99
217	06803.000	1350 HORNING RD	LOT 20, PLAN KAP1760, SEC 36, TWP 26, 41	14.64	2038.77
217	06805.005	1920 MCCURDY RD E	LOT 3, PLAN KAP91486, SEC 31, TWP 27, 41	14.58	2030.41
217	06806.000	1431 LATTA RD	LOT 24, PLAN KAP1760, SEC , TWP 26, 41	2.65	369.04
217	06807.001	1305 LATTA RD	LOT 25, PLAN KAP1760, SEC 36, TWP 26, 41	12.99	1808.99
217	06810.002	1341 LATTA RD	LOT 28, PLAN KAP1760, SEC 36, TWP 26, 41	5.53	770.11
217	06814.005	1380 LATTA RD	LOT 1, PLAN KAP91485, SEC 31, TWP 27, 41	12.59	1753.28
217	06814.006	1400 LATTA RD	LOT 2, PLAN KAP91485, SEC 31, TWP 27, 41	10.47	1458.05
217	06814.007	1448 LATTA RD	LOT 3, PLAN KAP91485, SEC 31, TWP 27, 41	17.22	2398.06
217	06817.001	1331 MCCURDY RD E	LOT 1, PLAN KAP4060, SEC 36, TWP 26, 41	19.57	2725.32
217	06819.000	1545 MCCURDY RD E	LOT 3, PLAN KAP4060, SEC 36, TWP 26, 41	15.90	2214.23
217	06820.000	1445 LATTA RD	LOT 25, PLAN KAP4218B, SEC 36, TWP 26, 41	12.24	1704.54
217	06828.490	1761 MORRISON RD	LOT A, PLAN KAP25654, SEC 36, TWP 26, 41	3.97	552.86
217	06828.500	1750 MCKENZIE RD	LOT B, PLAN KAP25654, SEC 36, TWP 26, 41	10.23	1424.63
217	06828.524	1700 MCKENZIE RD	LOT D, PLAN KAP25654, SEC 36, TWP 26, 41	7.37	1026.35
217	06828.618	1301 LATTA RD	LOT 1, PLAN KAP33998, SEC 36, TWP 26, 41	1.00	139.26
217	06828.642	837 MCCURDY RD E	LOT 2, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26
217	06828.644	833 MCCURDY RD E	LOT 3, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26

Jurisdiction	Folio	Grower Address	Legal Description	Adj. Acres	x139.26
217	06886.003	2025 1 TREETOP RD	LOT 1, PLAN KAP1760, SEC , TWP 27, 41	9.81	1366.14
217	06960.185	5681 LAKESHORE RD	LOT 1, PLAN EPP37698, SEC 16, TWP 28, 54	1.00	139.26
217	07143.000	559 BARNABY RD	LOT 3, PLAN KAP1743, SEC 25, TWP 28, 54	1.00	139.26
217	07161.000	4856 LAKESHORE RD	LOT , PLAN KAP1722, SEC 25, TWP 29, 41	3.73	519.44
217	07264.002	1456 DEHART RD	LOT 1, PLAN KAP1837, SEC , TWP 29, 41	11.58	1612.63
217	07269.000	999 CRAWFORD RD	LOT 1, PLAN KAP13170, SEC 31, TWP 29, 41	11.85	1650.23
217	07270.072	1265 CRAWFORD RD	LOT 2, PLAN KAP21104, SEC 31, TWP 29, 41	1.00	139.26
217	07270.074	1285 CRAWFORD RD	LOT 3, PLAN KAP21104, SEC , TWP 29, 41	1.00	139.26
217	07278.000	4551 STEWART RD W	LOT 220, PLAN KAP1247, SEC 32, TWP 29, 41	2.89	402.46
217	07280.000	4480 STEWART RD E	LOT 222, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07284.000	1933 SAUCIER RD	LOT 226, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07286.000	1690 SAUCIER RD	LOT 228, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07287.000	1670 SAUCIER RD	LOT 229, PLAN KAP1247, SEC 32, TWP 29, 41	6.61	920.51
217	07290.000	1650 SAUCIER RD	LOT 232, PLAN KAP1247, SEC 32, TWP 29, 41	6.69	931.65
217	07291.000	4202 BEDFORD RD	LOT 233, PLAN KAP1247, SEC 32, TWP 29, 41	9.74	1356.39
217	07293.000	1601 SAUCIER RD	LOT 238, PLAN KAP1247, SEC 32, TWP 29, 41	1.62	225.60
217	07296.000	1475 DEHART RD	LOT 246, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07304.000	4132 BEDFORD RD	LOT 3, PLAN KAP15793, SEC 32, TWP 29, 41	6.38	888.48
217	07304.010	1485 DEHART RD	LOT 1, PLAN KAP20969, SEC 32, TWP 29, 41	1.21	168.50
217	07351.000	4305 JAUD RD	LOT 5, PLAN KAP6171, SEC 34, TWP 29, 41	17.35	2416.16
217	09532.000	2527 GALE RD	LOT 1, PLAN KAP10810, SEC , TWP , 41	1.00	139.26
217	09533.000	2517 GALE RD	LOT 2, PLAN KAP10810, SEC , TWP , 41	6.10	849.49
217	09533.051	2545 GALE RD	LOT B, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.052	2499 GALE RD	LOT C, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.054	2449 GALE RD	LOT E, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.055	2427 GALE RD	LOT F, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	10393.000	2050 BYRNS RD	LOT 1, PLAN KAP2830, SEC 17, TWP 26, 41	20.34	2832.55
217	10394.001	2190 COOPER RD	LOT A, PLAN KAP80629, SEC , TWP , 41	6.70	933.04
217	10410.000	1756 BYRNS RD	LOT 23, PLAN KAP415, SEC , TWP , 41	11.40	1587.56
217	10411.000	1890 BYRNS RD	LOT 23, PLAN KAP415, SEC 19, TWP 26, 41	4.35	605.78
217	10414.000	1756 BYRNS RD	LOT 26, PLAN KAP415, SEC , TWP , 41	15.50	2158.53
217	10518.000	1650 BYRNS RD	LOT 2, PLAN KAP78759, SEC , TWP , 41	3.61	502.73
217	10519.852	2225 SPALL RD	LOT B, PLAN KAP40808, SEC , TWP , 41	13.45	1873.05
217	10519.854	1980 BYRNS RD	LOT C, PLAN KAP40808, SEC , TWP , 41	10.91	1519.33

<b>Jurisdiction</b>	<b>Folio</b>	<b>Grower Address</b>	<b>Legal Description</b>	<b>Adj. Acres</b>	<b>x139.26</b>
217	10519.856	1990 BYRNS RD	LOT D, PLAN KAP40808, SEC , TWP , 41	1.00	139.26
217	10531.000	1909 BYRNS RD	LOT 15, PLAN KAP415, SEC , TWP , 41	10.05	1399.56
217	10543.001	2589 BENVOLIN RD	LOT 1, PLAN KAP3357, SEC , TWP , 41	5.67	789.60
217	10549.000	2029 BYRNS RD	LOT 2, PLAN KAP8615, SEC , TWP , 41	8.21	1143.32
217	10589.113	1909 BYRNS RD	LOT B, PLAN KAP67173, SEC , TWP , 41	19.68	2740.64
217	10756.035	1394 LADNER RD	LOT 1, PLAN KAP73438, SEC , TWP , 41	1.00	139.26
217	11501.711	4345 HOBSON RD	LOT 25, PLAN KAP27559, SEC , TWP , 41	1.00	139.26
217	11502.309	4340 HOBSON RD	LOT A, PLAN KAP69885, SEC , TWP , 41	1.00	139.26
217	12185.840	2450 SAUCIER RD	LOT 166, PLAN KAP1247, SEC 33, TWP 29, 41	3.68	512.48
217	12185.870	2225 SAUCIER RD	LOT 180, PLAN KAP1247, SEC 33, TWP 29, 41	1.00	139.26
217	12191.000	4400 JAUD RD	LOT 3, PLAN KAP1734, SEC 33, TWP 29, 41	14.10	1963.57
217	12199.072	4499 WALLACE HILL RD	LOT A, PLAN KAP35213, SEC , TWP , 41	2.06	286.88
217	12199.082	4380 WALLACE HILL RD	LOT 2, PLAN KAP39632, SEC , TWP , 41	4.70	654.52
217	12199.103	2740 HARVARD RD	LOT 14, PLAN KAP62784, SEC , TWP , 41	3.11	433.10
217	12199.105	4300 WALLACE HILL RD	LOT B, PLAN KAP62482, SEC , TWP , 41	15.82	2203.09
217	30100.320	3850 32 SENGER RD	LOT , PLAN , SEC , TWP , 41	5.55	772.89
				2367.91	329755.15

# Report to Council



**Date:** April 25, 2016  
**File:** 0910-01  
**To:** City Manager  
**From:** Greg Wise, Bylaw Services Manager  
**Subject:** Additional Bylaw Officer Support for Summer 2016

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## **Recommendation:**

THAT council direct staff to supplement the current Bylaw Services staffing level with four additional temporary casual Bylaw Enforcement Officers in 2016;

AND THAT Council authorize the expenditure of up to \$173,396 funded by the RCMP 2016 Contract Budget;

AND THAT the 2016 Financial Plan be amended to include up to \$176,396 funded from the RCMP Contract 2016 Budget.

## **Purpose:**

To request approval and funding for supplemental Bylaw Enforcement Officers to support operations during the 2016 peak season for enforcement workload.

## **Background:**

Although Kelowna Council approved 6 new RCMP members in the 2016 provisional budget, there will be a delay in getting these officers on the ground in Kelowna. In the 2016 Provisional Budget, Council approved 2 casual 6-month term BEO positions. This request is to repurpose anticipated surplus in the RCMP contract budget to fund an additional 4 casual Bylaw officers for 22 weeks each. This will enhance the capacity for RCMP and Bylaw services to work together jointly on operational activities such as bike patrol.

The Bylaw Services Section is an integral component in ensuring the health and safety of our vibrant community. With increasing incidents of transient camps, needle pick-ups and infractions against the Traffic and Parks Bylaws, an increased enforcement presence in the



downtown core will matters. help improve community safety in the newly revitalized downtown district during peak visitor times.

**Financial/Budgetary Considerations:**

This request requires the 2016 Financial Plan be amended to include up to \$176,396 funded from the 2016 RCMP Contract Budget for this purpose.

**Personnel Implications:**

This request requires hiring 4 casual staff positions.

**Internal Circulation:**

Manager, Financial Planning

Manager, Human Resources

**Considerations not applicable to this report:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

Submitted by:

Greg Wise, Bylaw Services Manager

Approved for inclusion:



Rob Mayne, Divisional Director, Corporate & Protective Services

cc:

RCMP Superintendent

Divisional Director, Corporate & Protective Services

Director, Financial Services

Manager, Financial Planning

Divisional Director, Human Resources

Manager, Human Resources

# Report to Council



**Date:** April 11, 2016  
**File:** 0100-00  
**To:** City Manager  
**From:** Darryl Astooroff, Public Works Manager  
**Subject:** Multi Material BC - Statement of Work contract renewal

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## **Recommendation:**

THAT Council receives, for information, the Report from the Public Works Manager dated April 11, 2016, with respect to Multi Material British Columbia - Statement of Work Contract Renewal;

AND THAT Council approves the City entering into a two-year agreement with Multi Material BC Society in the form attached to the Report of the Public Works manager dated April 11, 2016;

AND THAT the Mayor and City Clerk be authorized to execute the Agreement.

## **Purpose:**

To renew the Statement of Work Contract with Multi Material BC to continue curbside recycling of packaging and printed paper.

## **Background:**

Under the BC Recycling Regulation, responsibility for end-of-life management of residential packaging and printed paper shifted from governments and their taxpayers to the businesses that produce these materials. Multi Material BC (MMBC) was formed to help businesses meet their obligations under the Regulation.

MMBC is a non-profit organization that is fully financed by industry to manage residential packaging and printed paper recycling programs in BC, either directly or by working with local governments, First Nations, private companies, and other non-profit organizations.

MMBC contracts the City for residential recycling pickup in Kelowna. The City coordinates curbside recycling collection service on behalf of MMBC for a fixed payment on a per household basis. The City in turn subcontracts the pick-up service to OK Environmental Waste Systems Ltd., which has been successfully delivering curbside collection since 2009.

The term of the existing MMBC contract is from November 30, 2013 to April 30, 2016. MMBC is agreeable to a contract extension under the same terms, to November 29, 2018. This will align the end date with all other MMBC collectors including the City of West Kelowna, District of Lake Country, District of Peachland and the Regional District of Central Okanagan. MMBC will be undertaking an extensive public consultation process in 2017 and will look to align the new contracts with any changes that result from the process.

The revenue the City receives from MMBC is based on a comprehensive market evaluation completed by MMBC in 2013. There was a savings of \$35.00 per residential dwelling for the 2015 tax notice year as a result of this contract and this annual savings would continue for the duration of the Contract.

**Internal Circulation:**

Stephen Fleming - Divisional Director, Corporate & Protective Services

Garry Filafilo - Financial Projects Manager

Jodie Foster - Communications Supervisor

**Legal/Statutory Authority: Existing MMBC Master Services Agreement**

**Financial/Budgetary Considerations:**

The \$35.00 fee reduction provided to taxpayers in 2015 will continue for the duration of the extension to 2018. The annual rate per household for the garbage/landfill/recycle program is \$162.30

**Considerations not applicable to this report:**

**Existing Policy:**

**Legal/Statutory Procedural Requirements:**

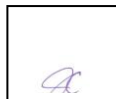
**Personnel Implications:**

**External Agency/Public Comments:**

Submitted by:

Darryl Astofooroff, Public Works Manager

Approved for inclusion:



Joe Creron, Divisional Director, Civic Operations

cc: Corinne Boback, Legislative Coordinator

Attachments:

Current MMBC Master Services Agreement  
Current MMBC Statement of Work  
New MMBC Statement of Work

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

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between City of Kelowna ("**Contractor**") and Multi-Material BC Society ("**MMBC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is November 30, 2013.

**SECTION 1. Interpretation**

- 1.1 **Definitions.** In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

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

"**Container**" means any blue bin, bag, open container or cart used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work.

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

"**Curb**" or "**Curbside**" means a location within one (1) metre of the Public Street or Private Road.

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

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

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

"**Designated Post-Collection Service Provider**" means the delivery point, designated by MMBC, for the Contractor-collected In-Scope PPP.

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

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

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

"**Non-PPP Items**" means any material that is not In-Scope PPP.

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

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

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

"**Service Commencement Date**" means May 19, 2014.

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

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

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

<u><b>Attachment</b></u>	<u><b>Description</b></u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

## **SECTION 2. Services**

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

- 2.1 **Curbside Collection Services.** Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2(a) (the "**Curbside Collection**") and in accordance with the terms of the Agreement and this SOW.

### **2.1.1 Service Area.**

- (a) Contractor will perform Curbside Collection from Customers in the Service Area.
- (b) Except for changes that result from an annual baseline review made pursuant to Attachment 5, changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the main body of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline (as defined in Attachment 5), Contractor is obligated to provide the SOW Services to all Customers in the Service Area.

### **2.1.2 PPP Materials.**

- (a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Containers (including both Contractor-provided and Customer-owned Containers); and (II) any Corrugated Cardboard, tied securely and stacked by the Customers' Container (or stacked alone if no Container is present).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. In-Scope PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP



Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.

- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

#### 2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)(I) or (II)) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- (c) Contractor will perform Curbside Collection no more frequently than weekly and no less frequently than bi-weekly.
- (d) Section 2.1.3 (c) does not apply to Category 8 Glass Packaging.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of Carts, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways, or on street parking.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, MMBC may remove the Customer from the Service Area.
- (h) Where Contractor provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection Services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

#### 2.1.4 Containers.

- (a) Contractor will, at Contractor's cost provide Containers that provide Customers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Where Customers or geographical area are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the start date provided by MMBC.

- (c) Contractor will procure and deliver a Container to a requesting Customer within seven (7) Business Days of the Customer's initial request.
- (d) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to MMBC with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided MMBC provides prior written approval.
- (f) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will comply with the following:
  - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
  - (ii) Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the Service Commencement Date.
- (g) If Contractor collects In-Scope PPP loose in Containers other than in bags, Contractor will not change to collecting In-Scope PPP in a Container that is a bag without MMBC's prior written approval.

#### 2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated

Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.

- (d) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice. If MMBC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(b), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).
- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

#### 2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or MMBC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to MMBC in writing. Contractor will immediately notify the MMBC-designated spill coordinator of any spills that enter ground-water or drainage systems.

### 2.1.7 Routes.

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

### 2.1.8 Pilot programs.

- (a) MMBC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMBC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by MMBC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If MMBC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by MMBC. Contractor-initiated pilot programs will be performed at no additional cost to MMBC.

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

### 2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by MMBC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMBC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

### 2.2.2 Customer Service Representative Staffing

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

- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

#### 2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by MMBC during Contractor's office hours, and will be in a format approved by MMBC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly).

#### 2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs. Contractor will incorporate MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

#### 2.4 Transition and Implementation Services. Where Contractor did not provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will, beginning on the SOW Effective Date, develop, with MMBC's input and prior written approval, and submit to MMBC no later than two weeks after the SOW Effective Date, a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date, up through and including the six month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan.

### **SECTION 3. Performance Standards and Operational Requirements**

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.
- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- 3.3.1 Service Delivery Reporting
- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor.
  - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
  - (c) maintain the following records, and such other records as may be requested by MMBC:
    - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
    - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
    - (iii) Notices left for Customers.



- (d) make all records maintained pursuant to this Statement of Work available to MMBC upon request, and if requested by MMBC, will provide a regular (but no more frequently than monthly) report to MMBC, in a format and by a method approved by MMBC, setting out or summarizing (at MMBC's discretion) such records as may be indicated by MMBC for the reporting period.
- (e) upon MMBC's request, provide up to four ad-hoc reports each year, at no additional cost to MMBC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in MMBC-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

### 3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "**Claim Information**"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

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

## **SECTION 4. SOW Term**

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until April 30, 2016. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

## **SECTION 5. Fees**

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

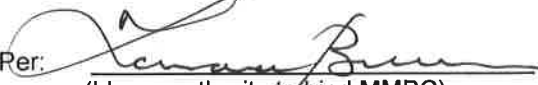
## **SECTION 6. Additional Terms**

- 6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

(Signature page follows.)

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

**MULTI-MATERIAL BC SOCIETY**

Per:   
(I have authority to bind MMBC)

Name: TAMARA BURNS  
(Please Print)

Title: VP National Supply Chain

**CITY OF KELOWNA**

Per:   
(I have authority to bind Contractor)

Name: Walter Gray, MAYOR  
(Please Print)

Title: \_\_\_\_\_

Per:   
(I have authority to bind Contractor)

Name: Karen Needham,  
**Deputy City Clerk**  
(Please Print)

Title: \_\_\_\_\_

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

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)  
DESIGNATED SERVICE AREA**

1. Under this Statement of Work,
  - (a) the initial Curbside Household Baseline (as defined in Attachment 5) will be 34,049; and
  - (b) the initial Curbside ICI Baseline (as defined in Attachment 5) will be 0.
2. The Service Area is:  
**City Of Kelowna**

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

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

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

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)**  
**SERVICE LEVEL FAILURES**

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	Service Level Failure	Service Level Failure Credit												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in Service Area.	\$5,000 per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
3	Failure to separate Curbside Collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from MMBC.	\$5,000 per route, plus \$3,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by MMBC.												
4	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	<p>The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the “<b>Per Load Amount</b>” will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table:</p> <table><tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr><tr><td>10,000+</td><td>\$5,000</td></tr><tr><td>5,000-9,999</td><td>\$3,750</td></tr><tr><td>2,500-4,999</td><td>\$2,500</td></tr><tr><td>499-2,499</td><td>\$1,250</td></tr><tr><td>0-499</td><td>\$500</td></tr></table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by MMBC plus \$5,000 per day of Labour Disruption.												
6	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline defined in Attachment 5), falls below 135 kilograms, then Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to raise its collection yield above 135 kilograms per



Curbside Household. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to increase collection yield, and, at MMBC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

3. If the quantity of Category 8 Glass Packaging has not declined to less than 3% (by weight) in Categories 1, 2, 3, 6 and 7 PPP collected through Curbside Collection within one year of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to achieve the stated objective.

**ATTACHMENT 5 TO SCHEDULE 2.1(a)**  
**FEES**

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

**"Bonus Period"** means each 365 day period during the SOW Term, commencing on the Service Commencement Date.

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

**"Curbside ICI Baseline"** means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Curbside Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

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

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

	<b>Curbside Collection Financial Incentive</b>	
	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$32.00
<input checked="" type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$34.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$36.00
	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$35.00
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$37.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$39.00

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

	<b>Top Up available to local governments accepting Curbside Collection incentive</b>	<b>\$ per Curbside Household per Year</b>
<input type="checkbox"/>	Resident Education Top Up	\$0.75

<input type="checkbox"/>	Depot Top Up	\$0.25
<input type="checkbox"/>	Service Administration Top Up	\$2.50

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

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

Curbside Collection Financial Incentive		
<input type="checkbox"/>	Category 8 - Glass Packaging	\$ per Tonne
		\$80.00

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

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

Curbside Collection Performance Bonus				
Avg In-Scope PPP Collected per Curbside Household Per Year	180 - 199 Kilograms	200 - 219 Kilograms	220 - 239 Kilograms	> 240 Kilograms
Performance Bonus	\$ per Curbside Household per Bonus Period			
	\$1.00	\$2.00	\$3.00	\$4.00

### 3. Annual Baseline Review.

- (a) On an annual basis, on a date to be determined by MMBC, Contractor will, in good faith, report and attest (in a form acceptable to MMBC) to the then-current number of:
- (i) Curbside Households in the Service Area;

- (ii) Industrial, Commercial and Institutional (ICI) locations in the Service Area receiving Curbside Collection Service; and
  - (iii) Curbside Households per hectare in the Service Area.
- (b) MMBC may also provide evidence of the then-current numbers for the foregoing. Based on Contractor's attestation and the evidence provided by MMBC, MMBC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline and to identify and agree upon any changes in population density and the Curbside ICI Baseline. If the agreed upon new values of the foregoing trigger a price change (as, and only as, per the pricing categories listed in this Attachment), the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- (c) For purposes of reporting and determining the number of Curbside Households:
  - (i) A single family dwelling is considered one (1) Curbside Household;
  - (ii) A laneway house is considered one (1) Curbside Household;
  - (iii) A duplex is considered two (2) Curbside Households;
  - (iv) A triplex is considered three (3) Curbside Households;
  - (v) A fourplex is considered four (4) Curbside Households;
  - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, where the Contractor recognizes the conversion for utility and/or contract billing and provides Curbside Collection to each unit in the converted building at an equivalent service level as a single family dwelling; and
  - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by the Contractor as a single family dwelling for utility and/or contract billing is considered one (1) Curbside Household.
- (d) The number of Curbside ICI Baseline locations and the pro-rated quantity of In-Scope PPP from the Curbside ICI Baseline locations will be excluded from the Fees set out in this Attachment 5.

# MASTER SERVICES AGREEMENT

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

BETWEEN:

**CITY OF KELOWNA**, having a place of business at ..., Kelowna, British Columbia ("**Contractor**"),

AND:

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

RECITALS:

- A. Whereas MMBC represents companies and organizations ("**Producers**") that supply products in packaging and printed paper to residents of British Columbia obligated under the *Recycling Regulation* under the *Environmental Management Act* (British Columbia);
- B. Whereas MMBC developed the Packaging and Printed Paper Stewardship Plan;
- C. Whereas the Director, Waste Management, Environmental Standards Branch, Ministry of Environment approved the Packaging and Printed Paper Stewardship Plan on April 15, 2013;
- D. Whereas MMBC is meeting Producers' obligations under the *Recycling Regulation* by implementing the Packaging and Printed Paper Stewardship Plan, including through this Agreement; and
- E. Whereas MMBC wishes to receive, and Contractor wishes to provide, the services set out in this Agreement, and the parties wish to foster dialogue and a good business relationship in carrying out such services.

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

## **SECTION 1. INTERPRETATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.2. Interpretation.**

- 1.2.1. Including – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- 1.2.2. Technical Terms – Any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term.
- 1.2.3. Number, Gender, and Persons – In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word "person" will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 1.2.4. Headings – The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- 1.2.5. Currency – Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- 1.2.6. Calculation of Time – When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- 1.2.7. Legislation References – Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

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

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

- 1.4. Priority. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement, any Schedule that is not a Statement of Work, and any Statement of Work, the inconsistency will be resolved by reference to the following descending order of priority: (i) Article 1 through Article 15 of this Agreement; (ii) the Schedules annexed to this Agreement that are Statements of Work; and (iii) the applicable Statement of Work, except to the extent a Statement of Work expressly states that it is intended to have priority over the main body of this Agreement or a Schedule referred to in subsection (ii), in which case the Statement of Work will have priority but solely with respect to such Statement of Work.

## SECTION 2. SCOPE OF SERVICES

- 2.1. Services. Contractor will perform the Services set out in each Statement of Work, executed simultaneous with this Agreement or separately executed, and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the "**Services**"), all in accordance with the terms and conditions of this Agreement and the Statement of Work. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when mutually accepted and duly executed by both parties.
- 2.2. Changes.
- 2.2.1. An authorized MMBC representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to any Statement of Work (a "**Change**") by issuing a "**Change Request**". For clarity, a Change Request may not solely consist of a request to change the Fees under a Statement of Work; the Fees under a Statement of Work may only be changed under the Change process in this Section 2.2, as agreed by the parties in the executed change order, to reflect, or as a result of, a Change to other rights or obligations under the Statement of Work or as otherwise set out in the Statement of Work.
- 2.2.2. For a Change Request affecting the administration of this Agreement, Contractor will provide an initial response within five Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.3. For any other Change Request, Contractor will provide an initial response within fifteen Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on MMBC's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.4. Where Contractor is, in accordance with Section 2.2.7, able to comply with the Change Request, Contractor will provide a further, more detailed, response (a "**Change Response**") within 10 calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Request.
- 2.2.5. Contractor may request a Change by delivering a Change Request, together with a Change Response, to MMBC.
- 2.2.6. If MMBC, in its discretion, accepts the Change Response, an authorized MMBC representative will provide Contractor with written approval of MMBC's acceptance in the form of an executed change order. If MMBC does not accept a Change Response, the parties will, on MMBC's request, negotiate in good faith the terms pursuant to which the parties may agree to implement the Change. Contractor will not make any Change to any Statement of Work without MMBC's prior written approval.

- 2.2.7. Contractor acknowledges that MMBC may be dependent on Contractor for the Services, and Contractor agrees that Contractor will not be entitled to refuse to provide a Change Response under Section 2.2.2 or 2.2.3 unless it is not technically possible for Contractor to carry it out.
- 2.2.8. Contractor will make requested Changes at no additional charge to MMBC unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with MMBC, including that Contractor will make available to MMBC all supporting information and documentation reasonably requested by MMBC that relates to the pricing of the proposed Change.
- 2.3. Non-Exclusive. Neither this Agreement nor any Statement of Work will grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section, in the applicable Statement of Work (and in no event will the scope of such exclusivity extend beyond the scope of Services under such Statement of Work).

### SECTION 3. DURATION

- 3.1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until the expiration or termination of the last Statement of Work under this Agreement (the "**Term**").
- 3.2. Term of Statement of Work. Each Statement of Work will set out the term of the Statement of Work and any terms and conditions relating to the renewal of the Statement of Work (the "**SOW Term**").

### SECTION 4. SERVICE STANDARDS

- 4.1. Performance. Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in a timely manner and in accordance with the terms and conditions of this Agreement and any Statement of Work, having regard for the concerns, needs, and interests of residents and the environment. Except where otherwise set out in the Agreement, all weighing and measurement to be performed by Contractor will be made in accordance with the MMBC Policies and Standards on weights and measurements identified in Schedule 4.2.
- 4.2. Contractor to Comply with MMBC Policies and Standards. Contractor will comply at all times with all terms and requirements set out in the policies and standards set out in Schedule 4.2, as such policies and standards may be updated by MMBC from time to time, and such other policies and standards that MMBC brings to the attention of Contractor from time to time (collectively, "**MMBC Policies and Standards**"). Notice of updating of, or new, MMBC Policies and Standards may be made by MMBC by e-mail to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new MMBC Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.5 for the implementation of the updated or new MMBC Policies and Standards; provided that Contractor must make any such request within 30 days of MMBC providing notice of the updated or new MMBC Policies and Standards.
- 4.3. Compliance with Law. Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:
- (a) the *British Columbia Employment Standards Act*;

- (b) the *Workers' Compensation Act of the Province of British Columbia* and the *Occupational Health and Safety Regulations* thereunder;
- (c) the *Environmental Management Act*; and
- (d) the *Waste Management Act*.

#### 4.4. Service Levels.

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

- (a) all service levels set out in this Agreement, including in the applicable Statement of Work;
- (b) if Contractor is providing a service similar to services performed by Contractor prior to the start of the applicable SOW Term, Contractor will, at a minimum, continue to meet the existing service levels achieved by Contractor prior to the start of the applicable SOW Term (but only to the extent they do not conflict with the scope of Service, or the obligations, set out in the applicable Statement of Work); and
- (c) if no service level is provided for a Service or component thereof, all performance levels and measurements for such Service or component that are industry best practices,

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

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

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

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



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

4.6. Labour Disruption.

- 4.6.1. Contractor will provide MMBC with at least 30 days prior written notice of the expirations of any labour agreement and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption (as defined below).
- 4.6.2. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform MMBC within four hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
- 4.6.3. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat MMBC and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also proposed to provide such sites in respect of the Services hereunder).
- 4.6.4. MMBC will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by MMBC due to a Labour Disruption.
- 4.6.5. In the event that a Labour Disruption lasts more than seven days, and for so long as the Labour Disruption continues, MMBC will have the right to terminate this Agreement or any Statements of Work, for cause, immediately upon delivery of written notice of termination by MMBC to Contractor.

**SECTION 5. PAYMENT**

- 5.1. Fees. In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, MMBC will pay Contractor the amounts set forth in any Statement of Work (the "**Fees**"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by MMBC to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment, or facilities relating to the Services or this Agreement.
- 5.2. Set-Off. MMBC may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between Contractor and MMBC, including any Service Level Failure Credits; and (b) any costs incurred by MMBC in collecting any amounts owing by Contractor to MMBC pursuant to this Agreement or any other agreement between the parties. The failure by MMBC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of MMBC's right to set-off, deduct or collect such amount.

### 5.3. Invoicing.

- 5.3.1. Submission of Claim - Unless otherwise set out in a Statement of Work, Contractor will submit claims using the MMBC claims reporting portal, or through such other method as MMBC may designate. MMBC will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
- 5.3.2. Generation of Invoice - After receipt of a purchase order from MMBC, Contractor will invoice MMBC for the validated claim, with reference to the issued purchase order; provided that MMBC may, at its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by MMBC, Contractor will invoice MMBC using the contact information provided by MMBC for such purpose (as may be updated by MMBC from time to time).
- 5.3.3. Late Submission - Contractor must submit all claims within 30 days of the performance of the applicable Services, and all invoices (where required to be submitted by MMBC) within 30 days of the purchase order date. In no event will MMBC be liable for payment of any claim submitted more than 90 days after the performance of the applicable Services, or payment of any invoice submitted more than 90 days after the purchase order date.
- 5.4. Taxes. Except where otherwise noted, the Fees exclude all applicable sales, goods and services, value added, use or other commodity taxes that may be lawfully imposed upon the Services; where Contractor clearly and separately itemizes such taxes on Contractor's invoice to MMBC, MMBC will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to MMBC to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that MMBC paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to MMBC. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.
- 5.5. Withholding Taxes. MMBC may deduct or withhold from any payment(s) made to Contractor any amount that MMBC is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("**Withheld Taxes**") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by MMBC.
- 5.6. Payment. Subject to the terms and conditions of this Agreement and any Statement of Work, MMBC will pay Contractor, via electronic funds transfer, the undisputed Fees for the Services within 30 days of the invoice date. Contractor will provide MMBC with complete and accurate billing and contact information, including all information required by MMBC to effect electronic funds transfers and a billing email address to which MMBC may send submission reports and purchase orders. Contractor will promptly provide MMBC with any updates to such billing and contact information.
- 5.7. No Volume Commitment. Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that MMBC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

## SECTION 6. PERSONNEL

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

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

- 6.2. Key Personnel. Contractor must (a) employ those people described as key personnel ("Key Personnel") in any Statement of Work in the roles described in any Statement of Work and ensure that the Key Personnel maintain those roles; not replace any Key Personnel without MMBC's prior informed consent unless the person: (i) dies, becomes ill or incapacitated so as to be unable to perform their role; (ii) is terminated for cause or just cause; or (iii) resigns from Contractor's employment (other than to be employed by an associated entity of Contractor); and (c) ensure that any people replacing Key Personnel with the consent of MMBC, have at least equivalent ability, experience and expertise as the Key Personnel replaced.
- 6.3. Subcontracting. Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of MMBC (not to be unreasonably withheld), including that MMBC's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or subcontractor will be deemed to be a breach of this Agreement by Contractor.

## SECTION 7. REPORTING AND AUDIT

- 7.1. Record Keeping. During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by MMBC hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
- 7.2. Reporting. In addition to any other reporting obligations under this Agreement or a Statement of Work, Contractor will provide the following reporting to MMBC:
- (a) at least every two weeks (or such other period as may be set out in a Statement of Work), Contractor will report, through MMBC's claims reporting portal, or through such other method as MMBC may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;
  - (b) upon such frequency as MMBC may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit MMBC to monitor and manage Contractor's performance; and
  - (c) such additional reports as MMBC may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.
- 7.3. Audit.
- 7.3.1. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, MMBC (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the

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

- 7.3.2. Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by MMBC (or its audit representative) upon MMBC's request.
- 7.3.3. Without limiting any other audit right, during the Term MMBC (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4. Contractor will co-operate with and provide to MMBC (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all subcontractors to enable MMBC (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such subcontractor.

## **SECTION 8. REPRESENTATIONS AND WARRANTIES**

- 8.1. Contractor Representations and Warranties. Contractor represents and warrants to and covenants with MMBC that:
  - (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
  - (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
  - (c) it has and will, at his own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Services;
  - (d) the representations, warranties, covenants, claims, inducements, and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection financial incentive; and
  - (e) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of MMBC in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions,

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

## SECTION 9. CONFIDENTIALITY

- 9.1. Confidentiality Covenant. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.
- 9.2. Legal Requirement. Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- 9.3. Return of Confidential Information. Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- 9.4. Privacy Laws. Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("**Privacy Laws**") in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (b) in a manner that enables MMBC to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and MMBC to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify MMBC of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of MMBC that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify MMBC if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

## SECTION 10. PROPRIETARY RIGHTS

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

## SECTION 11. INDEMNITY

- 11.1. Indemnity. Contractor will indemnify and save harmless MMBC, its Affiliates, and their respective directors, officers, contractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom the Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including without limitation arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.
- 11.2. Available Remedies. If Contractor sustains damage in the course of performing the Services that is caused by another contractor of MMBC with whom Contractor is obligated under this Agreement to interact with directly (an "Other Service Provider"), MMBC will, upon Contractor's reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor's benefit, such contractual remedies of indemnification or receipt of service level failure credits as MMBC may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

## SECTION 12. INSURANCE AND PERFORMANCE BOND

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

## SECTION 13. TERMINATION

- 13.1. Termination for Convenience. Either party may, at any time and without cause, terminate this Agreement or any Statements of Work for convenience upon giving the other party 180 days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, Contractor will commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice, and immediately return all Work Product to MMBC, whether completed or not.
- 13.2. Termination by MMBC for Cause. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:
- (a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor



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

- (b) Contractor commits a material breach of this Agreement and does not cure such breach within 30 days of receipt of notice thereof from MMBC;
  - (c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven days;
  - (d) Contractor's performance creates a hazard to public health or safety or to the environment;
  - (e) Contractor is assessed Service Level Failure Credits in excess of \$10,000 during any rolling six month period; or
  - (f) any other termination right described in this Agreement or a Statement of Work is triggered.
- 13.3. Termination by Contractor for Cause. Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to MMBC in the event that MMBC fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three most recent prior monthly consolidated invoices issued by Contractor and MMBC does not cure such non-payment within 60 days of receipt of notice thereof from Contractor.
- 13.4. Change in Applicable Law. MMBC may elect to terminate this Agreement or any Statements of Work by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to MMBC or the Services, including if there is a material change to an approved plan under the *Recycling Regulations* of the *Environment Management Act* (British Columbia) or if any new plan (whether submitted by MMBC or any other person) is approved thereunder.
- 13.5. Disruption of Service. The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by MMBC for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.
- 13.6. Termination Assistance. Upon termination or expiration of this Agreement, Contractor will continue to provide Services hereunder and will make reasonable efforts to cooperate and assist, according to mutually agreeable terms and conditions, to ensure that there is an orderly transfer of the Services required by MMBC pursuant to this Agreement.
- 13.7. Survival. The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: SECTION 9 (Confidentiality), SECTION 11 (Indemnity), SECTION 12 (Insurance and Performance Bond), SECTION 14 (Dispute Resolution) and SECTION 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

## SECTION 14. DISPUTE RESOLUTION

- 14.1. Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between MMBC and Contractor will be addressed as follows:
- (a) The parties will first attempt to resolve the Dispute through representatives from each of MMBC and Contractor who work most closely with each other on related matters, within 15 days after written notice of the Dispute was first given, or as otherwise agreed upon.
  - (b) If the Dispute is not resolved at the first stage, either party may escalate the Dispute to the senior MMBC and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further 15 days, or as otherwise agreed upon.
  - (c) If the Dispute is not resolved through the discussion above within the time period set out above, then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within 45 days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.
  - (d) If the parties are unable to resolve the Dispute within the above period, unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Vancouver in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against MMBC and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
  - (e) Notwithstanding anything to the contrary in this Section 14.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia for such purpose.

## SECTION 15. GENERAL PROVISIONS

- 15.1. Relationship of the Parties. It is acknowledged by the parties hereto that the Contractor is being retained by MMBC in the capacity of independent contractor and not as an employee of MMBC. The Contractor and MMBC acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not for any purpose be considered employees or agents of MMBC.
- 15.2. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that MMBC may assign this Agreement without Contractor's consent to a person with an approved plan under the Recycling Regulation under

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

- 15.3. Force Majeure. Neither party to this Agreement or any Statement of Work will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a fire, act of God, natural disaster, war, riot, civil disturbance, earthquake, flood, or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement or any Statement of Work.
- 15.4. Governing Law. This Agreement and any Statement of Work will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement, any Statement of Work or the performance of the obligations hereunder.
- 15.5. Notices. All notices, requests, demands or other communications (collectively "**Notices**") given by one party to the other party, will be in writing, in the english language, and will be deemed duly given (i) when delivered by hand; (ii) when sent by facsimile (with receipt confirmed), (iii) except for a notice of termination permitted under this Agreement, by e-mail (with receipt confirmed), (iii), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:

City of Kelowna  
1435 Water Street  
Kelowna, British Columbia V1Y 1J4

Fax No.: 250-862-3359  
E-mail: jvos@kelowna.ca

Attention: General Manager, Corporate Business Ventures

To MMBC:

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

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

Attention: Director, Operations MMBC


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

- 15.6. Further Assurances. The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
- 15.7. No Publicity. Contractor will not use the name or trademarks of MMBC nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or MMBC, unless it has obtained MMBC's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).
- 15.8. Timing. Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 15.9. Severability. If any provision, or portion thereof, of this Agreement or any Statement of Work is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement or any Statement of Work, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 15.10. Waiver. A waiver of any provision of this Agreement or any Statement of Work will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement or any Statement of Work, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.
- 15.11. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work will preclude any other or further exercise of any other right or remedy in this Agreement or any Statement of Work or as provided at law or in equity. Rights and remedies provided in this Agreement or any Statement of Work are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 15.12. Amendment. This Agreement or any Statement of Work may only be amended by written agreement duly executed by authorized representatives of the parties.
- 15.13. Entire Agreement. This Agreement and any Statement of Work will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Contractor accompanying either a Statement of Work, a Contractor payment or otherwise is for Contractor's internal use only and its terms will not alter or amend the terms of this Agreement.
- 15.14. Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement or any Statement of Work by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement or the Statement of Work by such party.

(Signature page follows.)

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

**MULTI-MATERIAL BC SOCIETY**

Per:   
(I have authority to bind MMBC)

Name: TAMARA BURNS  
(Please Print)

Title: VP National Supply Chain

**CITY OF KELOWNA**

Per:   
(I have authority to bind Contractor)

Name: Walter Gray, MAYOR  
(Please Print)

Title: \_\_\_\_\_

Per:   
(I have authority to bind Contractor)

Name: Karen Macdonald  
**Deputy City Clerk**  
(Please Print)

Title: \_\_\_\_\_

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

## SCHEDULE 4.2 MMBC POLICIES AND STANDARDS

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

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

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

Weight is defined by MMBC as the following:

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

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

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

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

The following equation must always be true.

$$\text{Net Weight} = \text{Gross Weight} - \text{Tare Weight}$$

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

### Collector Responsibilities

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

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

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

### Post-Collector Responsibilities

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

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



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

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

**A note on material en-route:**

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

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

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

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

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

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

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

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

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

**SCHEDULE 4.4**  
**SERVICE LEVEL METHODOLOGY**

1. Contractor will measure and record all data reasonably required by MMBC to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of the main terms of the Agreement. Upon request, and upon such frequency as MMBC may indicate (which may not be more frequently than monthly), Contractor will deliver to MMBC a report, in a form and format approved by MMBC, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.
2. In the event of a Service Level Failure in respect of a Service Level expressly set out in a Statement of Work, Contractor will credit to MMBC the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate MMBC in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Credits are only partial compensation for the damage that may be suffered by MMBC as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement MMBC may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regardless of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by MMBC).



**SCHEDULE 12.1  
INSURANCE REQUIREMENTS**

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the main body of the Agreement is as follows:
  - (a) Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence with a deductible not exceeding \$100,000 per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial comprehensive general liability insurance was purchased for same and as if MMBC were included in such policy as an additional insured);
  - (b) Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
  - (c) Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including in all cases British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel; and
  - (d) Such other insurance coverage as may be set out in a Statement of Work.
2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in MMBC's sole discretion).
3. **MMBC as Additional Insured.** Contractor will add MMBC as an additional insured on its Commercial General Liability policy with the following language: "Multi-Material BC Society and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."
4. **Evidence of Insurance.** Contractor will cause its insurers to issue to MMBC certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Where Contractor is a local government and opts to self-insure pursuant to Section 1(a), Contractor will provide a written attestation stating and evidencing such self-insurance (including evidence of authority and financial ability to self-insure), in a form acceptable to MMBC, on the Effective Date and once each calendar year thereafter.
5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without MMBC's prior written consent. Contractor will provide not less than 30 days' notice to MMBC prior to any material change to its insurance coverage or to its insurer.
6. **Coverage Details.** The insurance coverages under which MMBC is named as additional insured will be primary, and all coverage will be non-contributing with respect to any other insurance or

self insurance that may be maintained by MMBC. All coverage required by this Agreement will, where allowed by Applicable Law, include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding MMBC.

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

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

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between City of Kelowna ("**Contractor**") and Multi-Material BC Society ("**MMBC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is May 1, 2016.

**SECTION 1. Interpretation**

- 1.1 Definitions. In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

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

"**Container**" means any blue bin, bag, open container or cart used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work.

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

"**Curb**" or "**Curbside**" means a location within one (1) metre of the Public Street or Private Road.

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

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

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

"**Designated Post-Collection Service Provider**" means the delivery point, designated by MMBC, for the Contractor-collected In-Scope PPP.

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

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

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

"**Non-PPP Items**" means any material that is not In-Scope PPP.

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

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

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

**“Service Commencement Date”** means May 19, 2014.

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

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

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

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

## **SECTION 2. Services**

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

- 2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2(a) (the **“Curbside Collection”**) and in accordance with the terms of the Agreement and this SOW.

### 2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Customers in the Service Area.
- (b) Except for changes that result from an annual baseline review made pursuant to Attachment 5, changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the main body of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline (as defined in Attachment 5), Contractor is obligated to provide the SOW Services to all Customers in the Service Area.

### 2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Containers (including both Contractor-provided and Customer-owned Containers); and (II) any Corrugated Cardboard, tied securely and stacked by the Customers' Container (or stacked alone if no Container is present).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. In-Scope PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP

Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.

- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

#### 2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)(I) or (II)) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- (c) Contractor will perform Curbside Collection no more frequently than weekly and no less frequently than bi-weekly.
- (d) Section 2.1.3 (c) does not apply to Category 8 Glass Packaging.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of Carts, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways, or on street parking.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, MMBC may remove the Customer from the Service Area.
- (h) Where Contractor provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection Services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

#### 2.1.4 Containers.

- (a) Contractor will, at Contractor's cost provide Containers that provide Customers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Where Customers or geographical area are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the start date provided by MMBC.

- (c) Contractor will procure and deliver a Container to a requesting Customer within seven (7) Business Days of the Customer's initial request.
- (d) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to MMBC with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided MMBC provides prior written approval.
- (f) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will comply with the following:
  - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
  - (ii) Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the Service Commencement Date.
- (g) If Contractor collects In-Scope PPP loose in Containers other than in bags, Contractor will not change to collecting In-Scope PPP in a Container that is a bag without MMBC's prior written approval.

#### 2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated

Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.

- (d) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice. If MMBC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(b), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).
- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

#### 2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or MMBC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to MMBC in writing. Contractor will immediately notify the MMBC-designated spill coordinator of any spills that enter ground-water or drainage systems.



#### 2.1.7 Routes.

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

#### 2.1.8 Pilot programs.

- (a) MMBC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMBC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by MMBC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If MMBC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by MMBC. Contractor-initiated pilot programs will be performed at no additional cost to MMBC.

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

#### 2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by MMBC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMBC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

#### 2.2.2 Customer Service Representative Staffing

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

- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

### 2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by MMBC during Contractor's office hours, and will be in a format approved by MMBC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly).

### 2.3 Promotion and Education.

2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs. Contractor will incorporate MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

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

2.4 Transition and Implementation Services. Where Contractor did not provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will, beginning on the SOW Effective Date, develop, with MMBC's input and prior written approval, and submit to MMBC no later than two weeks after the SOW Effective Date, a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date, up through and including the six month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan.

### SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.
- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- 3.3.1 Service Delivery Reporting
- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor.
  - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
  - (c) maintain the following records, and such other records as may be requested by MMBC:
    - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
    - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
    - (iii) Notices left for Customers.

- (d) make all records maintained pursuant to this Statement of Work available to MMBC upon request, and if requested by MMBC, will provide a regular (but no more frequently than monthly) report to MMBC, in a format and by a method approved by MMBC, setting out or summarizing (at MMBC's discretion) such records as may be indicated by MMBC for the reporting period.
- (e) upon MMBC's request, provide up to four ad-hoc reports each year, at no additional cost to MMBC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in MMBC-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

### 3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "**Claim Information**"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

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

## SECTION 4. **SOW Term**

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until November 29, 2018. MMBC may extend this Statement of Work for up to two (2) further periods of one (1) year each, by giving Contractor notice in writing not less than 30 days' before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

## **SECTION 5. Fees**

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

## **SECTION 6. Additional Terms**

- 6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

(Signature page follows.)

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

**MULTI-MATERIAL BC SOCIETY**

Per: \_\_\_\_\_  
(I have authority to bind MMBC)

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

Title: \_\_\_\_\_

**CITY OF KELOWNA**

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

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

Title: \_\_\_\_\_

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

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

Title: \_\_\_\_\_

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

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)**  
**DESIGNATED SERVICE AREA**

1. Under this Statement of Work,
  - (a) the initial Curbside Household Baseline (as defined in Attachment 5) will be 37,115; and
  - (b) the initial Curbside ICI Baseline (as defined in Attachment 5) will be 0.
2. The Service Area is:  
**City Of Kelowna**



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

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

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

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)**  
**SERVICE LEVEL FAILURES**

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	Service Level Failure	Service Level Failure Credit												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in Service Area.	\$5,000 per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
3	Failure to separate Curbside Collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from MMBC.	\$5,000 per route, plus \$3,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by MMBC.												
4	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	<div>The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the “<b>Per Load Amount</b>” will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table:</div> <table><tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr><tr><td>10,000+</td><td>\$5,000</td></tr><tr><td>5,000-9,999</td><td>\$3,750</td></tr><tr><td>2,500-4,999</td><td>\$2,500</td></tr><tr><td>499-2,499</td><td>\$1,250</td></tr><tr><td>0-499</td><td>\$500</td></tr></table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by MMBC plus \$5,000 per day of Labour Disruption.												
6	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline defined in Attachment 5), falls below 135 kilograms, then Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to raise its collection yield above 135 kilograms per

Curbside Household. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to increase collection yield, and, at MMBC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

3. If the quantity of Category 8 Glass Packaging has not declined to less than 3% (by weight) in Categories 1, 2, 3, 6 and 7 PPP collected through Curbside Collection within one year of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to achieve the stated objective.

**ATTACHMENT 5 TO SCHEDULE 2.1(a)**  
**FEES**

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

**"Bonus Period"** means each 365 day period during the SOW Term, commencing on the Service Commencement Date.

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

**"Curbside ICI Baseline"** means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Curbside Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

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

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

	<b>Curbside Collection Financial Incentive</b>	
	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$32.00
<input checked="" type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$34.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$36.00
	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$35.00
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$37.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$39.00

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

	<b>Top Up available to local governments accepting Curbside Collection incentive</b>	<b>\$ per Curbside Household per Year</b>
<input type="checkbox"/>	Resident Education Top Up	\$0.75

<input type="checkbox"/>	Depot Top Up	\$0.25
<input type="checkbox"/>	Service Administration Top Up	\$2.50

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

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

Curbside Collection Financial Incentive		
<input type="checkbox"/>	Category 8 - Glass Packaging	\$ per Tonne
		\$80.00

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

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

Curbside Collection Performance Bonus				
Avg In-Scope PPP Collected per Curbside Household Per Year	180 - 199 Kilograms	200 - 219 Kilograms	220 - 239 Kilograms	> 240 Kilograms
Performance Bonus	\$ per Curbside Household per Bonus Period			
	\$1.00	\$2.00	\$3.00	\$4.00

### 3. Annual Baseline Review.

- (a) On an annual basis, on a date to be determined by MMBC, Contractor will, in good faith, report and attest (in a form acceptable to MMBC) to the then-current number of:
- (i) Curbside Households in the Service Area;

- (ii) Industrial, Commercial and Institutional (ICI) locations in the Service Area receiving Curbside Collection Service; and
  - (iii) Curbside Households per hectare in the Service Area.
- (b) MMBC may also provide evidence of the then-current numbers for the foregoing. Based on Contractor's attestation and the evidence provided by MMBC, MMBC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline and to identify and agree upon any changes in population density and the Curbside ICI Baseline. If the agreed upon new values of the foregoing trigger a price change (as, and only as, per the pricing categories listed in this Attachment), the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- (c) For purposes of reporting and determining the number of Curbside Households:
  - (i) A single family dwelling is considered one (1) Curbside Household;
  - (ii) A laneway house is considered one (1) Curbside Household;
  - (iii) A duplex is considered two (2) Curbside Households;
  - (iv) A triplex is considered three (3) Curbside Households;
  - (v) A fourplex is considered four (4) Curbside Households;
  - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, where the Contractor recognizes the conversion for utility and/or contract billing and provides Curbside Collection to each unit in the converted building at an equivalent service level as a single family dwelling; and
  - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by the Contractor as a single family dwelling for utility and/or contract billing is considered one (1) Curbside Household.
- (d) The number of Curbside ICI Baseline locations and the pro-rated quantity of In-Scope PPP from the Curbside ICI Baseline locations will be excluded from the Fees set out in this Attachment 5.

# Report to Council



**Date:** April 25, 2016  
**File:** 0610-53  
**To:** City Manager  
**From:** Louise Roberts, Community & Neighbourhood Services Manager  
**Subject:** 2016 Community Social Development Grants

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## **Recommendation:**

THAT Council receives, for information, the report from the Community & Neighbourhood Services Manager dated April 25, 2016, regarding the Community Social Development Grants;

AND THAT Council approves the recommendations of the Central Okanagan Foundation Grant Advisory Committee for the distribution of the 2016 Community Social Development Grants as outlined in the report from the Community & Neighbourhood Services Manager dated April 25, 2016.

## **Purpose:**

To provide Council with background information about the Community Social Development Grants, the grant review process and the recommendations from the Grant Advisory Committee regarding the distribution of the 2016 program funds.

## **Background:**

The Active Living & Culture Division manages a number of grant programs that provide funding to community organizations. This includes social grants. The City social grant program currently consists of Community Social Development Grants and Emergency Grants (Policy 218). The purpose of these grants is to support the social sustainability objectives outlined in Chapter 10 of the Official Community Plan, the City Social Framework and Social Policies (Policy 360).

The Community Social Development Grants were initiated in 1992 as a way to respond to grants-in-aid funding requests of Council. Over time as the community evolved, so did its funding needs which resulted in changes to the City social grants policies and programs. The most recent changes to the social grant programs occurred in January, 2016, when the Grants to Address the Sexual Exploitation of Youth (Policy 277) was merged with the Community Social Development Grants (Policy 218).



Community organizations can apply for three different types of Community Social Development Grants.

Grant	Purpose	Funding Levels
Establishment	One time assistance to help organizations cover expenses in their formative stages of development	Up to 50% of the establishment costs
Operational	Assist with expenditures incurred in the operation and delivery of existing programs	Up to 25% of an organization's operating budget, or 10% if it receives funding from other levels of government
Special Project	Assist with special events or to operate short term programs or projects	Up to 80% of the cost

The Central Okanagan Foundation (COF) has been contracted by the City since 2005 to administer an arms-length, independent evaluation process for the social grants. This relationship is governed by an annual Memorandum of Understanding.

The Central Okanagan Foundation is responsible for:

- Advertizing the grant program
- Organizing and facilitating an information workshop for interested grant applicants
- Being the primary point for inquiries from grant applicants
- Reviewing submitted grant applications to determine if enough information has been provided
- Orientating grant advisory committee members and providing oversight to the grant committee
- Convening and facilitating a meeting of the Grant Advisory Committee to review each grant application for the purpose of formulating recommendations for grant awards
- Preparing minutes from the advisory committee meeting
- Informing grant applicants of the committee's recommendations and Council's approval
- Facilitates payment of grant awards
- Tracking project/program progress and managing submission of final reports

2016 Timeline:

- January 21, 2016 - community information workshop
- February 26, 2016 - deadline for grant submissions
- March 30, 2016 - Grant Advisory Committee adjudicate grant applications

Each year, the Grant Advisory Committee provides recommendations to Council regarding the awarding of the grants. The recommendations are based on parameters established by Council Policies. To arrive at its recommendations, the Grant Advisory Committee closely follows policy direction and adheres to the City's budget allocations to the grant program.

The following are the Grant Advisory Committee recommendations for distribution of the 2016 Community Social Development Grants.

	Organization	Amount Recommended	Type of Grant	Funding Level
1	Brain Trust Canada	\$3,000	Special Project	partial
2	Canadian Mental Health Association	\$6,500	Operational	partial
3	Central Okanagan Elizabeth Fry Society	\$10,000	Special Project	partial
4	Central Okanagan Food Policy Council	\$3,500	Establishment	full
5	Hands in Service	\$12,500	Operational	partial
6	Inn From the Cold	\$8,420	Operational	partial
7	Karis Support Society	\$10,000	Special Project	full
8	Kelowna & District S.H.A.R.E. Society	\$8,250	Special Project	full
9	Kelowna Community Resources	\$8,880	Special Project	full
10	Kelowna Family Services Centre Society	\$5,000	Operational	partial
11	Living Positive Resource Centre	\$3,400	Special Project	full
12	NOW Canada	\$8,000	Operational	partial
13	Okanagan Fruit Tree Project	\$5,000	Special Project	partial
14	The Family Hub-Kelowna	\$9,550	Establishment	full
	<b>Total</b>	<b>\$102,000</b>		

Total Grant Applications Received: 18  
Total Grant Applications Recommended: 14

Total Funds Requested: \$178,126  
Total Funds Recommended: \$102,000

Upon approval of Council, applicants must sign a Letter of Agreement outlining the terms and conditions of the grant and show proof of adequate liability insurance before any funds will be released. The Central Okanagan Foundation holds back 10% of the grant money until such time as an end-of-project report is submitted that:

- Specifies how the agreed upon measureable performance targets were met.
- Provides project statistics and supplementary data as they relate to project goals, objectives and outcomes.
- Includes a financial statement certified correct by the directors of the agency or an independent auditor, showing all revenue and expenses related to the project and detailing how the grant funds were dispersed.

This program is one of the ways the City is advancing corporate and community priorities. Ultimately, the community benefits from the diversity of services, programs and amenities provided by organizations through the social grant program.

#### **Internal Circulation:**

Divisional Director, Active Living & Culture; Community Communications Supervisor, Communications & Information Services

#### **Existing Policy:**

Council Policy 218 Community Social Development Grants

The purpose of the Community Social Development Grants is to make available funding to non-profit organizations and community organizations offering socially beneficial services or programs in the municipality of Kelowna.

#### **Financial/Budgetary Considerations:**

Allocated in the Community & Neighbourhood Services Branch annual budget there is \$102,000 for Community Social Development Grants and \$15,000 for contracted services for grant administration.

**External Agency/Public Comments**

This report has been prepared in consultation with the Central Okanagan Foundation in their role as contracted administrator of the arms length review for these grants.

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Legal/Statutory Procedural Requirements  
Personnel Implications  
Communications Comments  
Alternate Recommendation

**Submitted by:**

L. Roberts, Community & Neighbourhood Services Manager

**Approved for inclusion:** J. Gabriel, Divisional Director, Active Living & Culture

**Attachments:**

Report from the Central Okanagan Foundation  
Council Policy 218 Community Social Development Grants  
TOR Community Social Development Grants

cc: Divisional Director, Active Living & Culture  
Divisional Director, Communications & Information Services

April 18.2016

Mayor Basran & Council  
1435 Water Street  
Kelowna, BC  
V1Y 1J4

Dear Mayor Basran & Council:

This report contains recommendations for the 2016 City of Kelowna, Community Social Development Grant program to be presented to City of Kelowna Council on April 25.2016.

A total of eighteen grant applications were received for the Community Social Development grant program. There is 102,000.00 available to fund and the total amount requested is \$178,126.00.

The City of Kelowna / Central Okanagan Foundation Grant Advisory committee is recommending the approval of the following grant applications from their meeting on March 30.2016.

Respectfully submitted,



Cheryl Miller  
Director, Grants & Community Initiatives  
Central Okanagan Foundation

## 2016 Recommendations:

### Community Social Development Grants

**1. Brain Trust Canada**

**Compassion Fatigue Workshop/Seminar**

**Recommendation: \$3,000**

The workshop is directed at formal and informal care providers. The workshop will speak to "Vicarious Trauma" which occurs when the experience of others transfers to the caregiver.

**2. Canadian Mental Health**

**ArtWorks program**

**Recommendation: \$ 6,500**

Designed to promote wellness, support recovery, and build community for individuals experiencing mental health concerns.

**3. Central Okanagan Elizabeth Fry Society**

**Girls United Trail**

**Recommendation: \$ 10,000**

10 session school-based primary prevention and intervention program to meet the development needs of at-risk adolescent girls. The program is highly participatory and was developed over a decade utilizing evidence-based approaches for preventing sexual abuse and sexual exploitation.

**4. Central Okanagan Food Policy**

**The Food Forest at Mission Creek Regional Park**

**Recommendation: \$3,500**

The purpose of the project is to show how urban and suburban land can be used to grow edible and medicinal perennial plants. A Food Forest is a forest garden ecosystem that supports local food security and produces a wide range of edible, medicinal, and fibre-producing plants in low maintenance, low water, and educational format. The Food Forest is a public project and the food grown is available to everyone.

**5. Hands in Service**

**Accessible Food for All**

**Recommendation: \$12,500**

Partnership with the Central Okanagan Community Food Bank to food hampers on a monthly base to people that cannot access the foodbank due to lack of transportation, immobile, too ill or weak. The food hamper can weigh up to sixty pounds.

**6. Inn from the Cold**

**Volunteer Training Coordinator**

**Recommendation: \$8,420**

The organization is in the process of re-structuring with a view to maximize the services offered. Including re-vamp their volunteer policies and procedures. They work with Approximately 7,500 volunteers.



- 7. Karis Support Society**  
**Community Kitchen Program**  
**Recommendation: \$10,000**  
Designed to prevent food insecurity, offer education and training, and create connection. The 3hr/day, 2 days/week program will consist of a 6 week skills and learning segment offered to 6 participants at a time; providing culinary and employment skills, connect with others, gain access to healthy foods, create food security. Upon completion, participants will remain connected to the "buy-in" program (bulk shopping).
- 8. Kelowna & District SHARE Society**  
**Roof Repair**  
**Recommendation: \$ 8,250**  
Rebuild the roof of the second building where furniture, goods are stored. Products in the second building account for 40% of their generated revenue. The building has been leaking for a year.
- 9. Kelowna Community Resources**  
**"As-salam alaykom" Volunteers "Welcome" Refugees**  
**Recommendation: \$8,880**  
Establish a well-organized and well managed volunteer system that is Kelowna wide concerning the involvement with refugees. The primary focus will support Government assisted refugees. The secondary focus will be to provide support to organizations that are privately sponsoring refugees.
- 10. Kelowna Family Services Centre Society**  
**Upgrade client management system (Counselling TRAC)**  
**Recommendation: \$ 5,000**  
The current system was designed for private counsellors and does not provide agency wide services (aggregate numbers, tracking numerous programs and staff).
- 11. Living Positive Resource Centre**  
**Creating Safe Spaces for Gender and Sexual Minority Youth**  
**Recommendation: \$3,400**  
Training to allow individuals in our community working with gender and sexual minority youth to develop a comfort level and understanding of the specific issues impacting these youth. Participants in the training will develop specific strategies to ensure their workplaces represent safe spaces for gender and sexual minority youth.
- 12. NOW Canada**  
**Therapy programs**  
**Recommendation: \$8,000**  
Operating funds for the trauma, equine and yoga therapy programs. Trauma, equine and yoga play an important role in NOW Canada's continuum of care and also in a participant's recovery and on-going success.
- 13. Okanagan Fruit Tree project**  
**Tree Care and Maintenance**  
**Recommendation: \$5,000**  
Special project to build understanding of the Okanagan Fruit Tree Project's role in prudent fruit tree care and maintenance and build this component into their operations. They will not engage in actual maintenance of the trees, will play a significant role in the education of fruit tree owners. Contribute to reducing the risk of pests and diseases to orchards and farms in the city of Kelowna.

**14. The Family Hub – Kelowna**

**Specialized Equipment and Supplies**

**Recommendation: \$9,550**

Establishment funds for specialized equipment and general supplies including specialized toys and games, exam table, otoscope/Ophthalmoscope, microwave, refrigerator.

**Total dispersed: \$102,000.00**



### INTRODUCTION

The Community Social Development Grant program was established in 1992. The original intent of the program was to fund initiatives that were prevention-oriented and aimed to improve quality of life. Primary prevention was favoured over secondary or tertiary services. These terms are defined below.

### Purpose

The purpose of the Community Social Development Grants program is to make available funding to registered non-profit organizations and community organizations offering socially beneficial services or programs in the City of Kelowna.

The Application form, Letter of Agreement, City of Kelowna, Certificate of Insurance form and other grant-related documents may be obtained online at:  
[www.centralokanaganfoundation.org](http://www.centralokanaganfoundation.org) or contact Central Okanagan Foundation (contact information above).

### AMOUNT OF MONEY AVAILABLE

Approximately \$80,000 in total is available for distribution annually from the City.

### ELIGIBLE APPLICANTS

Eligible applicants for this program are defined as:

**Registered Non-Profit Organizations** that are registered with Canada Revenue Agency and incorporated under the Societies Act; and, **Community Organizations** that are non-profit, have established a set of working rules and regulations, a banking account in the group's name and operating for at least two years.

**NOTE:** Incomplete reporting on previous grants from the City may affect consideration of new grants. Please contact the Director of Grants & Community Initiatives with the Central Okanagan Foundation to complete or update year end requirements for previous grants.

### RULES AND DEFINITIONS

**Primary Prevention** - services or programs oriented towards groups, rather than individuals and aim to create a positive social environment by strengthening and supporting the individual, family and community. A parenting course would be one example of such a program. Counseling services would not as they deal with providing health services to individuals, one on one.

**Secondary and Tertiary** - often more focused on individuals, and attempt to address problems that are already established from a rehabilitative or crisis-oriented perspective. Examples include (but are not limited to) support to those suffering health problems, crisis centres and rehabilitation programs.

### CRITERIA

The purpose of the Community Social Development Grants program is to make available funding to non-profit organizations and community organizations offering socially beneficial services or programs in the municipality of Kelowna. The grant program requires that all successful applicants of the program must:

- (a) Give policy references as to how each proposal fits within the City's Social Policy Framework, which includes:
  - Social Policy No. 360;
  - Chapter 10 of the Official Community Plan; and/or policies tagged as socially sustainable in the Official Community Plan with a person symbol;

Additional guiding grant policies are provided below:

**Access Guide.** Encourage appropriate local agencies to distribute and maintain a City of Kelowna Access Guide such that it is readily available and up-to-date;

**Awareness.** Continue to support appropriate agencies to organize and promote initiatives to raise awareness and improve accessibility in Kelowna;

**Local Skills and Education.** Work with other agencies to maximize knowledge of the skills and education required by local industries and businesses and communicate this information to the (local) agencies providing educational and re-training programs;

**Education and Re-training.** Partner with pertinent agencies to expand and increase educational and re-training opportunities to those who are unable to find work;

**Food Security.** Seek coordinated community initiatives that support food security in the city.

- (b) be innovative or unique in addressing social well-being;
- (c) promote and demonstrate volunteerism and provide evidence of community support;
- (d) emphasize prevention in order to enhance, strengthen and stabilize family and community life, and improve peoples' abilities to identify and act on their own social needs;
- (e) provide clear information on their operations and planning, demonstrating transparency;
- (f) use clearly identified needs and effective planning as the basis for the services provided; (needs are identified in the most recent Central Okanagan Vital Signs Report);



- (g) actively encourage and pursue collaboration with other service providers in the community; provide letters identifying potential and /or confirmed collaborations;
- (h) demonstrate clarity and ensure measure-ability of performance targets and timelines;
- (i) exhibit quality of management, including the satisfactory administration of any previous grant(s).

Review of the applications for funding under Council Policy 218 by the Grants Advisory committee will use the above criteria to evaluate the applications and derive its recommendations to Council.

### **EXCLUSIONS:**

Community Social Development Grant funding is **NOT** available for:

- (a) programs primarily providing for recreation or leisure time pursuits;
- (b) retroactive financial support for projects and programs that occurred prior to Council's decision to award the grant;
- (c) agencies or programs that receive ongoing City of Kelowna funding within the City's Annual Budget;
- (d) activities of religious organizations that serve primarily their membership and/or for direct religious purposes;
- (e) permanent or continual funding for an organization (continual funding would be for primarily operational costs to one organization for a period of more than two years);
- (f) programs which offer direct financial assistance to individuals or families, or are primarily rehabilitative or crisis oriented in nature;
- (g) programs which duplicate services that fall within the mandate of a senior government agency;
- (h) major building or other major capital projects (limited capital costs are eligible);
- (i) assistance for an industrial, commercial or business undertaking.

Grant proposals that offer services or programs that cross municipal boundaries will be considered; however, grant funds may only be used for those portions of the program that are delivered within the boundaries of the City of Kelowna for the benefit of Kelowna residents.

### GRANT CATEGORIES

#### 1. Establishment Grant

Purpose: **One-time assistance** to help eligible organizations cover expenses in their formative stages of development.

Eligible Uses: Office supplies, administrative and facility costs, minor capital costs (e.g. office equipment), advertising, training, technical/material assistance and similar items.

Funding Levels: A maximum of 50% of the establishment costs. It is your responsibility to secure any additional funds necessary.

#### 2. Operational Grant

Purpose: To assist eligible organizations with expenditures incurred funding the operation and delivery of existing programs. **This category is not intended to provide continual/permanent operational funding (see above EXCLUSIONS (e)).**

Eligible Uses: Office supplies, administrative and facility costs, minor capital costs (e.g. office equipment), advertising, training, technical/material assistance, and similar items necessary to deliver existing programs.

Funding Levels: A maximum of 25% of the organization's operating budget, or 10% if it receives funding from other levels of government or other agencies. It is your responsibility to secure any additional funds necessary.

#### 3. Special Projects Grant

Purpose: To assist eligible organizations to stage special events or to operate short-term programs or projects (less than 12 months in duration). Projects must have clear time frames, not require permanent staff, and be projects which would not normally have been undertaken without this additional resource.

Eligible Uses: To cover costs of hosting and promoting special events (facility rental, guest speakers, food, advertising, promotional items, etc.), administrative and delivery costs for short-term programs/projects (supplies and materials, facility rental, etc.), minor capital costs (e.g. office equipment), and non-permanent staffing.

Funding Levels: A maximum of 80% of the costs of the special project. It is your responsibility to secure any additional funds necessary.

**NOTE: The actual funding allocated under any grant category shall be at the discretion of City Council, after consideration of all recommendations from the Central Okanagan**



Foundation Grants Advisory committee, the amount of funding available, and the priorities established.

### TIME LINE & PROCEDURES

#### Application & Evaluation

1. Prior to the grants application deadline, Central Okanagan Foundation will hold an advertised public information session for Grant applicants **you are strongly urged to attend.**
2. Your completed Grant application must be received at the Central Okanagan Foundation, 225.1889 Springfield Road by 3:30 pm on the last Friday in February. **NO EXCEPTIONS.**
3. With the assistance of Central Okanagan Foundation's Director of Grants & Community Initiatives, the Grants Advisory committee of the Central Okanagan Foundation will review all applications and the recommendations will be forwarded to City Council for final approval.
4. In evaluating each application, consideration will be given to how well the application meets the criteria provided in these terms of reference, including:
  - relevance to City of Kelowna policy;
  - adherence to these Terms of Reference;
  - uniqueness of the project;
  - community need for the project and its expected impact;
  - level of community support and volunteer involvement;
  - degree of co-operation with other community service providers;
  - clarity & measurability of performance targets and timelines;
  - transparency of agency operations and planning;
  - evidence of financial need; and,
  - quality of management, including the satisfactory administration of any previous grant(s).



### Claiming Your Grant

1. No public information is available until Council addresses the recommendations of the Central Okanagan Foundation's Grants Advisory committee and makes its decisions (usually in April).
2. If your organization's grant was reduced or refused you may request a re-evaluation by contacting the Director of Grants & Community Initiatives with the Central Okanagan Foundation in writing within **two weeks** of the date of the letter from the Central Okanagan Foundation.
3. If your application is approved you must sign a Letter of Agreement outlining the terms and conditions of the Grant **and** show proof of adequate liability insurance before any funds will be released. For more information contact the Director of Grants & Community Initiatives with the Central Okanagan Foundation.
4. You have three months following the date of the letter to meet the requirements for claiming your grant. If you are having difficulty meeting these requirements, contact the Director of Grants & Community Initiatives with the Central Okanagan Foundation for assistance.
5. The Central Okanagan Foundation will hold back 10% of the grant money until such time as an end-of-project report (see the Letter of Agreement for instructions) is submitted. If you are having difficulty meeting the end-of-project report requirements, please contact the Director of Grants & Community Initiatives with the Central Okanagan Foundation.

**If you have any questions, concerns or comments, contact:**

**Cheryl Miller**

Director of Grants & Community Initiatives

Central Okanagan Foundation

250.861.6160

[cheryl@centralokanaganfoundation.org](mailto:cheryl@centralokanaganfoundation.org)



City of Kelowna  
1435 Water Street  
Kelowna, BC V1Y 1J4  
250 469-8500  
kelowna.ca

# Council Policy

## Community Social Development Grants

APPROVED November 11, 2002

RESOLUTION: R946/12/10/12

REPLACING: R375/10/04/26; R858/05/09/12; R440/02/11/25; R07/00/01/10; R887/1998/11/09; R962/1996/11/25; S1053/1992/09/14

DATE OF LAST REVIEW: October 2012

### A. DEFINITIONS IN THIS POLICY


**Grant Committee:** Consists of two (2) appointed members representing the City of Kelowna and additional members as determined by the Funding Agency.

**Funding Agency:** An agency contracted by an agreement with the City of Kelowna to administer the grants program.

**Primary Prevention:** Are services or programs oriented towards groups, rather than individuals and aim to create a positive social environment by strengthening and supporting the individual, family and community. A parenting course would be one example of such a program. Counseling services would not as they deal with providing health services to individuals, one on one.

### B. CRITERIA

The purpose of the Community Social Development Grants program is to make available funding to non-profit organizations and community organizations offering socially beneficial services or programs in the municipality of Kelowna. The grant program requires that all successful applicants of the program must:

- (a) Give policy references as to how each proposal fits within the City's Social Policy Framework, which includes:
  - i. Social Policy No. 360;
  - ii. Chapter 10 of the Official Community Plan; and/or policies tagged as socially sustainable in the Official Community Plan with a person symbol; 
  - iii. Additional guiding grant policies are provided below:

Access Guide. Encourage appropriate local agencies to distribute and maintain a City of Kelowna Access Guide such that it is readily available and up-to-date;

Awareness. Continue to support appropriate agencies to organize and promote initiatives to raise awareness and improve accessibility in Kelowna;

Local Skills and Education. Work with other agencies to maximize knowledge of the skills and education required by local industries and businesses and communicate this information to the (local) agencies providing educational and re-training programs;

Education and Re-training. Partner with pertinent agencies to expand and increase educational and re-training opportunities to those who are unable to find work;

Food Security: Seek coordinated community initiatives that support food security in the city.

- (b) be innovative or unique in addressing social well-being;
- (c) promote and demonstrate volunteerism and provide evidence of community support;



**B. CRITERIA (CON'T)**

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- (d) emphasize prevention in order to enhance, strengthen and stabilize family and community life, and improve peoples' abilities to identify and act on their own social needs;
- (e) provide clear information on their operations and planning, demonstrating transparency;
- (f) use clearly identified needs and effective planning as the basis for the services provided; (Needs are identified in the most recent Central Okanagan Foundation's Vital Signs Report);
- (g) actively encourage and pursue collaboration with other service providers in the community;
- (h) demonstrate clarity and ensure measure-ability of performance targets and timelines;
- (i) exhibit quality of management, including the satisfactory administration of any previous grant(s).

Review of the applications for funding under Council Policy 218 by the Grants Committee will use the above criteria to evaluate the applications and derive its recommendations to Council.

**C. EXCLUSIONS:**

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Community Social Development grant funding is not available for:

- (a) programs primarily providing for recreation or leisure time pursuits;
- (b) retroactive financial support for projects and programs that occurred prior to Council's decision to award the grant;
- (c) agencies or programs that receive ongoing City of Kelowna funding within the City's Annual Budget;
- (d) activities of religious organizations that serve primarily their membership and/or for direct religious purposes;
- (e) permanent or continual funding for an organization (continual funding would be similar dollar amounts for primarily operational costs to one organization for a period of more than two years);
- (f) programs which offer direct financial assistance to individuals or families, or are primarily rehabilitative or crisis oriented in nature;
- (g) programs which duplicate services that fall within the mandate of a senior government agency;
- (h) major building or other major capital projects (limited capital costs are eligible);
- (i) assistance for an industrial, commercial or business undertaking.

Proposals that offer services or programs that cross municipal boundaries will be considered; however, grant funds may only be used for those portions of the program that are delivered within the boundaries of the City of Kelowna for the benefit of Kelowna residents.

## **D. GRANT CATEGORIES**

### **1. Establishment Grant**

Purpose: <i>formative</i>	To cover needs and expenses for organizations and groups in their formative stages of development.
Assistance Categories:	Areas eligible within this grant include such items as supplies, administrative and facility costs, advertising and training expenses.
Who May Apply:	Registered non-profit societies and non-profit organizations delivering socially beneficial programs (must have established a set of working rules and regulations a banking account in the group's name <i>and have been operating for at least one year</i> ) in the City of Kelowna. The establishment grant would be available on a one time only basis for organizations.
Funding Levels:	Grants shall not exceed 50% (fifty percent) of the establishment costs. The applicant is responsible for the provision of remaining funds.

### **2. Operational Grant**

Purpose:	To provide funding to assist established non-profit groups, and non-profit organizations, with expenditures incurred in the operation and the delivery of their existing programs.
Assistance Categories:	Funding would be considered for administrative costs, program delivery, facility costs, and technical/material assistance.
Who May Apply:	Registered non-profit societies and organizations delivering socially beneficial programs (must have established a set of working rules and Regulations, a banking account in the group's name <i>and have been operating for two years or more</i> ) in the city of Kelowna.
Funding Levels:	Grants shall not exceed 25% (twenty-five percent) of the applicant's operational budget. The balance of funds required shall be provided by the applicant or from other private resources. <u>Where the applicant is receiving funding from other levels of government or public agencies</u> , the maximum grant shall not exceed 10% (ten percent) of the operational budget. This category is not intended to provide the basis for permanent operational funding.

### **3. Special Projects Grant**

Purpose:	To assist non-profit groups and non-profit organizations to stage special events or to operate short-term programs or projects (less than 12 months in duration). Projects must be clearly time-framed, not require permanent staff, and be projects which would not normally have been undertaken without this additional resource.
Assistance Categories:	To defer costs of hosting and promoting special events (i.e. facility rental, guest speakers, food, advertising, promotional items, etc.). To defer administrative and delivery costs for short-term programs/projects (supplies and materials, facility rental, non-capital equipment, and non-permanent staffing).
Who May Apply:	Registered non-profit societies and non-profit organizations (must have established a set of working rules and regulations a banking account in the group's name <i>and have been operating for two years or more</i> ) delivering socially beneficial programs in the city of Kelowna that may include youth programs, inter-agency coordination, seniors' services, parent-child development, volunteer services, etc.

**D. GRANT CATEGORIES (CON'T)**

Funding Level: Grants shall not exceed 80% (eighty percent) of the costs of the special project. The applicant is responsible for the provision of remaining funds required.

**4. Emergency Grant**

- Funding will depend on the availability of funds within the Social Development Grant Reserve (R117);
- The maximum amount of any grant will not exceed \$5,000.
- The principles of an Operational Grant (see page 3) will be used as a guide, subject to the following:

Purpose: To make available to non-profit organizations and community organizations offering social programs in the city of Kelowna emergency funds for the purpose of assisting an organization through a financial crisis. It is anticipated that the funding will be short-term bridging funding only, pending more secure or ongoing funding.

Assistance Categories: Funding would be considered for administrative costs, program delivery, facility costs, and technical/material assistance.

Who May Apply: Registered non-profit societies and organizations delivering social programs (must have established a set of working rules and regulations, a banking account in the group's name *and have been operating for two years or more*) in the city of Kelowna.

Funding Levels: Grants shall not exceed \$5,000. The balance of the funds required shall be provided by the applicant or from other public or private resources;

The information on the conventional grant application form for Community Social Development grants will be required, including, but not limited to:

- audited financial statements for the last two (2) years. If the organization is newer than that, the most current official financial statement must be provided;
- how the service relates to the City's social policy framework;
- a list of the Board of Directors;
- Board meeting minutes approving the application for emergency grant funding.
- A business plan for securing more permanent sources of funding to resolve the temporary funding crisis will be required as part of the application.

**NOTE:** The actual funding allocated under any grant category shall be at the discretion of City Council, after consideration of all requests received, the amount of funding available, and the priorities established.

**E. TIME LINE**

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1. Prior to the grants application deadline, the Funding Agency will hold an advertised public information session in January or February for grant applicants.
2. Completed grant applications must be submitted to the Funding Agency before closing time on the last Friday in February of the calendar year.
3. Council will review applications and recommendations in April, based on a report from the Funding Agency which outlines the recommendations of the Grant Committee (the Grant Committee will evaluate the applications using the Criteria outlined in section B of this policy).
4. Applicants that are recommended by the Funding Agency's Grant Advisory committee will be advised of Council's decision by the end of April or the first week of May;
5. Applicants that were interviewed and that were refused funding or had their funding request reduced, may request a re-evaluation of their application if they believe:
  - (a) they were refused funding despite having met the grant criteria;
  - (b) information regarding the application was not properly communicated;
  - (c) there was unfairness or bias in the evaluation process; or
  - (d) the amount granted is considerably less than requested, such that the success of the program will be affected.
6. Requests for re-evaluation must be received in writing within two weeks of the date of the letter advising of the Council's decision, and will be reviewed by the Grants Committee. The re-evaluation process is not intended as a means for groups to modify unsuccessful proposals, and the Committee will not consider any information or proposals that were not part of the original application.
7. At its sole discretion, the Committee may re-interview the applicant at its second meeting following the receipt of the request and may amend or uphold its original recommendation.
8. Any recommendation for additional funding is subject to the approval of Council. Decisions reached under this process are final and no further re-evaluation will be done.
9. All organizations approved for funding under the Community Social Development Grants program will be required to sign and adhere to the City of Kelowna's Letter of Agreement for Funding.
10. Funding will commence once the Letter of Agreement has been received, is deemed satisfactory to the Funding Agency and signed by the Funding Agency or a qualified designate of the Funding Agency.
11. A three month time period will be given for applicants to claim their grants following written confirmation of the grant to the applicant. Any grant that is not claimed within the three month period will remain in the Community Social Development grant fund;
12. Any unused portion of the Community Social Development Grant appropriation will be carried over to the following year and operated similar to a reserve fund with interest accrued and the necessary administration of the fund managed by the City.

**Time Line for Emergency Grants**

1. Emergency grant applications may be submitted throughout the year, on the basis of need.
2. The Grants Committee shall review an application for emergency funding at a special meeting no later than 2 weeks following receipt of the application by the City. An interview with the applicant will be conducted.
3. Recommendations of the Grants Committee for any additional funding will be forwarded to City Council for consideration at the earliest available Council meeting. Funding is at the discretion of City Council. Notification of a decision by City Council will be provided to the applicant within two days of the Council meeting date when the decision is made.

4. The funded agency will need to sign a letter of agreement with the City, and have liability insurance in place, as outlined on the City's certificate of insurance, in order to claim the grant. This includes the requirement for a year-end report indicating how the money was spent and indicating what action was taken to secure more permanent funding from other sources. Format for these documents will be the same as those used for Community Social Development grants.
5. No agency will be funded retroactively for projects and programs that occurred prior to Council's decision to award the grant.
6. Emergency funding is only available to an organization once every three-year period.
7. The organization must claim the Emergency grant within one month following written notification of the grant approval. Any unclaimed funds will be returned to the Social Grant Reserve.

**REASON FOR POLICY**

To provide a process and policy for administering grants in aid to community organizations that provide programs and services that improve quality of life for Kelowna residents and align with city policy direction.

**LEGISLATIVE AUTHORITY**

Sec. 176, Local Government Act

**PROCEDURE FOR IMPLEMENTATION**

Applications are processed through the funding agency.

# Report to Council



**Date:** April 25, 2016  
**File:** 1620-15  
**To:** City Manager  
**From:** Mariko Siggers, Event Development Supervisor  
**Subject:** Community Parade Float Theme

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## **Recommendation:**

THAT Council receives, for information, the report from the Event Development Supervisor dated April 25, 2016 with respect to the Community Parade Float;

AND THAT Council direct staff to proceed with updating the float with an "Active by Nature" theme as outlined in the report.

## **Purpose:**

To seek Council's approval to proceed with updating the community parade float with an "Active by Nature" theme.

## **Background:**

The City of Kelowna's current parade float was built in 2011. Since that time, it has participated in over 100 parades and traveled over 42,000 kilometers to more than 55 cities. With the number of events that the float has appeared in, it is starting to show significant wear and tear. To keep the float looking fresh and reflective of our vibrant community, an update is required. Floats in other communities are updated with a new look and theme every three years on average to stay current. With this in mind, Council approved a one-time budget request of \$20,000 to refresh the float in 2016.

The purpose of a parade float is to tell a story. It aims to attract interest, generate conversation and showcase some of the attributes and attractions of the destination. It embodies the community's identity and culture. The main audience for a parade is young families therefore an element of fun and playfulness should be prominent.

Staff considered four different concepts for the new float design:

1. Active by Nature
  - Kelowna is a natural four-season playground with epic scenery to enjoy running, hiking, cycling, swimming, snowshoeing and more. It is a premier

outdoor recreation destination in which residents, visitors and athletes can participate in outdoor activities, train and compete. Active routes are identified to showcase the best of Kelowna: agriculture, food, wine, culture, trails, and the lake.

## 2. Culture

- Kelowna is home to many artists, performers and cultural facilities. Located centrally in the Cultural district are multiple theatres, galleries, public art works, museums as well as unique restaurants and shops. The Cultural District promises experiences that appeal to every age and interest.

## 3. Ogopogo 2.0

- Expanding on the theme of our current community float, Ogopogo takes centre stage in experiencing all that Kelowna has to offer: recreation, culture, relaxation and of course, Okanagan Lake.

## 4. Agri-Tourism

- Kelowna is about more than just wine! There are a wide range of activities for people to enjoy including picking fruits and vegetables, riding horses, tasting honey, learning about local wine, herbs, cheese, or shopping at one of several farmer's and crafter's markets.

Staff feel that each option has a good story to tell but recommend that the "Active by Nature" option be pursued. Kelowna *is* Active by Nature. This brand reflects our community identity and also translates well to a parade float. It aligns well with Council's priority to ensure a healthy, safe, active & inclusive community. Early conceptual ideas include a lake to mountain landscape with a variety of outdoor recreation equipment bursting out from it. Some of the featured activities may be cycling, Stand Up Paddleboarding, kayaking and mountain biking. Prominently featured would be the word "KELOWNA." This concept is playful and will quickly promote our region as an outdoor recreational playground.

Staff have identified and been in discussions with a supplier to complete the design and construction of the float. Following Council's endorsement of a concept, the supplier will create conceptual drawings for review and approval by staff. Staff will consult with the Ladies of the Lake Society and Parade Float Coordinator to get feedback on functional aspects for the parade float. Once the design has been finalized, it will take approximately ten to twelve weeks to complete the project. This timeline will allow for the float to appear in a number of community parades in the late summer and fall throughout B.C. and the Pacific Northwest this year and for the next three to five years.

**Internal Circulation:** Communications Advisor; Cultural Services Manager

**Financial/Budgetary Considerations:** Council approved a one-time funding request of \$20,000 in the 2016 Provisional Budget for a City of Kelowna Float Refresh.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

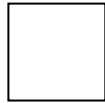
Existing Policy:



Personnel Implications:  
External Agency/Public Comments:  
Communications Comments:  
Alternate Recommendation:

Submitted by: M Siggers, Event Development Supervisor

Approved for inclusion



J. Gabriel, Divisional Director, Active Living & Culture

cc: Divisional Director, Active Living and Culture; Communications Advisor  
Divisional Director, Communications & Information Services

# Report to Council



**Date:** April 25, 2016  
**File:** 1200-40  
**To:** City Manager  
**From:** Laura Bentley, Planner II, Policy & Planning  
**Subject:** Annual Housing Report Update

---

## **Recommendation:**

THAT Council receives for information the Report from the Planner II dated April 25, 2016 with respect to the annual Housing Report update.

## **Purpose:**

To provide Council an update on ownership, rental and non-market housing information across Kelowna in 2015.

## **Background:**

### *Housing Report*

Policy & Planning staff compile and report on key housing data on an annual basis. The 2015 Housing Report includes statistics on Kelowna's new housing starts, ownership and rental housing markets, non-market housing, and housing affordability from 2010 to 2015. While the report does not make policy or regulatory recommendations, the data informs the development of other actions and plans, and feeds into annual monitoring reports. The information below highlights key outcomes of the 2015 housing data, with more details available in the 2015 Housing Report.

### Housing Starts<sup>1</sup>

2015 saw the highest number of housing starts in recent years, with building permits issued for a total of 1,430 new residential units. This is largely due to the significant number of new apartment units. Of the building permits issued for multi-unit residential developments, approximately 25% are expected to be strata townhouses or condominiums, which are generally less expensive than single detached housing, and 75% are expected to be purpose-

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<sup>1</sup> Source: City of Kelowna building permits.

built rentals. These units will contribute to a greater range of housing options in both the rental and ownership markets.

### Ownership Housing Market<sup>2</sup>

A total of 3,727 homes were sold in 2015, an increase of 17% over 2014. Over the last five years, the distribution of sales across dwelling types has seen a slight and gradual reduction in the portion of sales attributed to single detached dwellings and a corresponding increase in sales of strata units and row housing units, which may in part be a reflection of the trends in new construction.

The median overall home sale price increased by 2.8% to \$388,500 in 2015. This relatively small overall increase reflects a greater number of sales of strata, semi-detached and row housing units, which together account for 47% of 2015 home sales and generally cost less than single detached dwellings.

### Rental Housing Market<sup>3</sup>

Kelowna's vacancy rate has been decreasing steadily since 2012 and is currently at 0.7% for the primary rental market<sup>4</sup>, compared to the provincial vacancy rate of 1.3%. Three and more bedroom units have the least availability with a vacancy rate of 0%. The average rent for all unit types in Kelowna is \$890 and has remained steady over the last two years, while the provincial average rent is \$1,042.

The number of new rental units has not increased significantly since 2012 and falls well short of the need for 300 new rental units per year identified in Kelowna's 2012 *Housing Strategy*. However, a total of 329 new purpose-built rental units were approved for grants in 2015 under the Rental Housing Grants Policy, the first year the target has been met. It is expected these units will not be reflected in rental market data until fall 2017 at the earliest.

Information on the rental condominium market is available for the first time from the Canada Mortgage and Housing Corporation (CMHC), providing a more comprehensive picture of the rental market. At this time only vacancy rates and the total number of units are reported and cover the entire Kelowna Census Metropolitan Area (CMA)<sup>5</sup>. This data will be included in the annual Housing Report going forward, and will be added to as more reliable data becomes available.

The 2015 vacancy rate for the rental condominium market is 2.1%. Of the total 12,730 condominium units, 25% are rented, demonstrating the significance of these units in absorbing some of the excess demand in the primary rental market.

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<sup>2</sup> Source: British Columbia Assessment Authority (BCAA).

<sup>3</sup> Source: Canada Mortgage and Housing Corporation (CMHC).

<sup>4</sup> The primary rental market represents units in purpose-built rental structures with three or more self-contained units.

<sup>5</sup> The Kelowna CMA includes the entire Regional District of Central Okanagan.

The secondary rental market<sup>6</sup> is growing and accounts for over 9,600 households across the Kelowna CMA. The average rent for units in the secondary rental market is \$1,271, substantially higher than the primary rental market; this can be attributed to the difference in the type of units, nearly half of which are single detached dwellings.

The secondary rental market contributes to housing diversity and choice, and absorbs some of the demand for rental housing with the lack of new construction of purpose-built rental apartments and row housing. City processes have been simplified to facilitate the creation of secondary suites within single detached dwellings, and Kelowna was one of the earlier municipalities in the province to support the development of carriage houses. Secondary suites and carriage houses increase rental options, create a greater efficiency of land use and infrastructure, and support more affordable ownership housing.

### Non-Market Rental Housing<sup>7</sup>

Non-market housing covers a range of housing serving different needs, including emergency shelters, short-term transitional housing, supportive housing and subsidized housing. This sector has not previously been included in the annual Housing Report. As more information and data sources that offer reliable reporting are identified, they will be added to this report to provide a more comprehensive picture of non-market housing options, need and availability in Kelowna.

Approximately 20 facilities offer emergency shelter and transitional housing in Kelowna and many serve needs related to homelessness or at-risk, addictions recovery, and transitioning to independent living.

The Interior Health Authority maintains a listing of residential care and assisted living providers that offer supportive housing for those who are no longer able to reside at home. Some of these units are partially subsidized while others are paid for privately. Based on the information published by the Interior Health Authority, Kelowna has an estimated 1,305 supportive housing beds or units across 15 facilities offering long-term care.

BC Housing maintains a listing of housing providers that provide subsidized long-term housing with rent geared to income. In Kelowna, BC Housing identifies three housing developments that provide subsidized housing for singles and couples, and another 26 developments that provide housing for families, seniors, and adults with disabilities. A total of 1,347 subsidized housing units are identified, of which 83 are geared to singles and couples, and the remainder are for families, seniors, and adults with disabilities. The majority are one and two bedroom units.

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<sup>6</sup> The secondary rental market represents units in private structures (e.g. rented homes, suites, carriage houses) with less than three self-contained units, and does not include condominiums.

<sup>7</sup> Source – Supportive Housing: Interior Health Authority Residential Care and Assisted Living Listings.  
Source – Subsidized Housing: BC Housing Subsidized Housing Listings.

## Housing Affordability<sup>8</sup>

Housing is generally considered unaffordable when the amount spent on shelter is 30% or more of total before-tax household income. Based on the 2011 National Household Survey, just over 30% of households in the Kelowna CMA had unaffordable housing costs in 2010. Approximately 80% of these households had household incomes below the median and the rental market represents a disproportionate share of households spending 30% or more on shelter. Updated data will be available in 2017 once the results of the 2016 Census are released.

The median multiple is one indicator of housing affordability for the ownership housing market, comparing median household income against the median home price to measure the number of years of wages needed to purchase a home. The targeted median multiple is 3.5. Although the median multiple is still well above the target at 6.2, it is gradually trending in a more affordable direction.

For the rental housing market, BC Housing's Housing Income Limits represent the household income needed to afford the average market rent, as identified by CMHC. They are used to determine eligibility for subsidized housing and the 2015 Housing Income Limits range from \$26,000 for a bachelor unit to \$50,500 for a three bedroom unit. These incomes are below the 2015 median household income of just over \$62,500.

### *Plans & Programs Supporting Housing Initiatives*

Kelowna's *Official Community Plan (OCP)* and *Housing Strategy* establish the framework for policies, plans and processes that support the creation of housing options that are diverse, affordable and cover the full housing spectrum, from core need to subsidized to market housing.

The 2012 *Housing Strategy* identifies 25 policy, zoning and procedural recommendations regarding the City's approach to housing supply. Of these recommendations, 17 are complete, three are in progress, four are ongoing and one has been postponed. The completed recommendations have contributed to an increased supply of housing options for households of different demographics and needs.

Several City policies and programs focus on supporting the creation of non-market affordable housing, alleviating rental shortages, and encouraging the development of entry level market housing. Specific incentive policies for various forms of housing are outlined below.

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<sup>8</sup> Source – Affordable Housing Demographics: Statistics Canada, 2011 National Household Survey, Statistics Canada Catalogue no. 99-014-X2011031.

Source – Median Household Income: Environics Analytics.

Source - Median Home Sale Price: BCAA. Source – Average Monthly Rent: CMHC Rental Market Report – Kelowna CSD – Fall 2014. Data represents the primary rental market.

Source – Annual Household Income Limit: BC Housing 2015 Housing Income Limits.

## Kelowna's Policies & Programs Supporting Housing Needs

Policy or Program	Type of Housing Supported	Description	2015 Highlights
Housing Opportunities Reserve Fund (Bylaw No. 8593)	Affordable housing	Using taxation, land sales, revenues and other resources, the City acquires lands suitable for development that includes affordable housing. Land is then leased or sold to achieve projects that include a proportion of affordable housing.	The Fund was used in conjunction with the Rental Housing Grants Policy to support the development of 329 new purpose-built rental units.
Rental Housing Grants Policy (Council Policy 335)	Affordable housing Purpose-built rental housing	The Policy encourages the construction of new rental housing units through grants up to an amount equal to the Development Cost Charges (DCCs). Applicants must enter into a housing agreement that secures the units for rental housing.	Six rental buildings with a total of 329 eligible units were approved for a total of \$285,895 in grant funding. This marks the first year since the development of the <i>Housing Strategy</i> that the goal of 300 new purpose-built rental units per year is being achieved.
Revitalization Tax Exemption (Bylaw No. 9561)	Purpose-built rental housing	The municipal share of property taxes is waived on related improvements to the property. To be eligible, projects must enter into a housing agreement, comply with the OCP Future Land Use designation, and Kelowna's vacancy rate must be at or below 3%.	A Revitalization Tax Exemption was approved for a 24 unit rental building.
Permissive Tax Exemption (Council Policy 327 and Bylaw No. 11145)	Supportive housing	Registered non-profit organizations, including non-profit services and supportive housing with health services, may qualify for some property tax exemptions.	A total of 23 properties that offer special needs housing were approved for tax exemptions, totalling \$55,630 in municipal property taxes for 2016. Additional social services and other organizations related to supportive housing also received exemptions.
Development Cost Charges (Bylaw No. 10515)	Various	Rates are lower for higher density development, smaller dwellings and development located closer to existing services. Housing with support services is charged institutional rates since fewer municipal services are used. Carriage houses and secondary suites have a fixed rate that is lower than other housing types.	The rate structure continues to support higher density development close to existing urban areas, supportive housing and the secondary rental market.

### *Addressing Homelessness*

In Fall 2015 Council approved funding for a term position with the focus of collaborating with other agencies and advancing homelessness strategies in Kelowna. It is expected the work done through this position will help to inform areas of core housing need and demand for supportive and subsidized housing. Staff will work together to achieve a more comprehensive picture of needs and supply across the housing spectrum.

### *Housing Advisory Group*

The next OCP update is scheduled to begin in 2017 and staff will be preparing a comprehensive strategy to guide the process for compiling background research. This may involve specialized consultants and/or advisory panels for some topic areas. Engagement on the housing sector will involve key stakeholders, which could include housing providers, non-profit organizations, researchers and academics, government agencies, and the development community to understand the bigger picture of housing in Kelowna. These stakeholders would advise on key issue areas and best practices to support affordable housing. The strategy will be brought forward for Council's consideration and approval prior to starting background research.

### *Information Gaps*

The housing sector represents a broad range of housing types, from core need to affordable housing to market housing. Information is readily available for market rental and ownership housing through various sources; however, there are several information gaps that staff have identified and are working to address.

The annual Housing Report update does not currently have a robust reporting mechanism for non-market or affordable housing, including shelters, transitional and supportive housing, and subsidized housing. Staff are identifying reliable ways of acquiring this data on a regular basis, and will collaborate to identify further information needs and the most useful means of reporting on this information.

### *BC Housing*

Staff continue to work with BC Housing on possible future affordable housing projects for Kelowna. With Federal funding having recently been identified, it is expected Kelowna could see affordable housing investment in our community in the future.

### **Internal Circulation:**

Divisional Director, Community Planning & Real Estate  
Divisional Director, Active Living & Culture  
Department Manager, Community Planning

### **Existing Policy:**

#### *Kelowna 2030 Official Community Plan*

- Objective 5.2: Develop sustainably
- Objectives 5.9 & 10.3: Support the creation of affordable and safe rental, non-market and / or special needs housing
- Objective 5.22: Ensure context sensitive housing development



- Objective 5.23: Address the needs of families with children through the provision of appropriate family-oriented housing

*Housing Strategy*

- Goal: Strive to ensure that every Kelowna resident has suitable housing

*Housing Opportunities Reserve Fund Bylaw No. 8593*

*Rental Housing Grants Policy 335*

*Revitalization Tax Exemption Bylaw No. 9561*

*Permissive Tax Exemption Policy 327 and Bylaw No. 11145*

**Considerations not applicable to this report:**

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

L. Bentley, Planner II, Policy & Planning

Approved for inclusion:



James Moore, Acting Department Manager, Policy & Planning

cc:

Divisional Director, Community Planning & Real Estate

Divisional Director, Active Living & Culture

Department Manager, Community Planning

**Attachments:**

2015 Housing Report

# 2015 Housing Report

April 2016

1435 Water Street  
Kelowna, BC V1Y 1J4  
TEL 250 469-8610  
FAX 250 862-3349  
ask@kelowna.ca

**kelowna.ca**

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# Introduction

The annual Housing Report is an overview of the ownership and the rental housing market data for the city of Kelowna for the previous year. Housing starts are based on building permits issued by the City of Kelowna. Ownership market data is from the BC Assessment Authority's record of 2015 home sales which includes, but is not limited to, MLS sales. The rental housing market data is based on results referenced in the Canada Mortgage and Housing (CMHC) Rental Market Report for 2015. Housing affordability data is based on information from the 2011 National Household Survey from Statistics Canada, Environics Analytics and BC Housing.

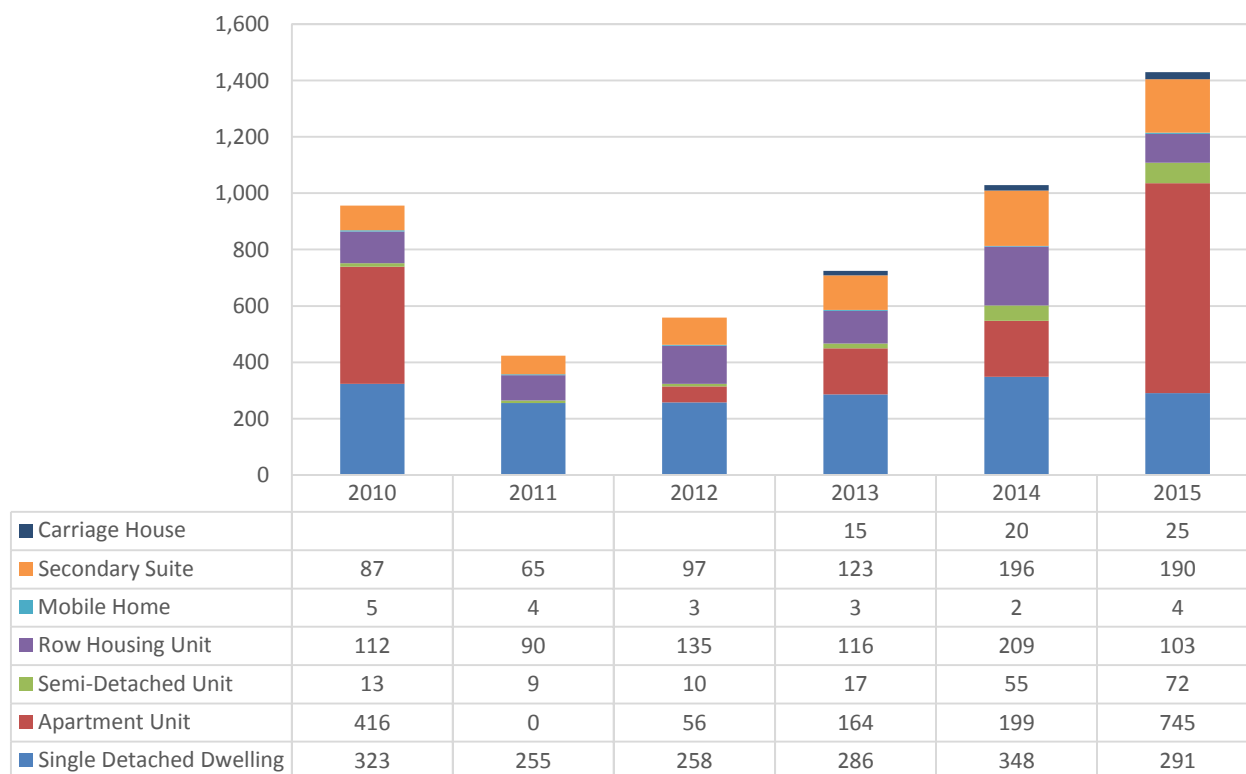
This data was collected in February and March 2016. This report compliments the annual OCP Indicator Report and the Community Trend Report.

## Housing Starts<sup>1</sup>

Building permits were issued for a total of 1,430 new residential units in 2015, up 39% from 1,029 units in 2014. These units represent both the ownership and rental markets. The last five years have seen a steady increase in the total number of new housing starts and shifts in the distribution of the type of units being constructed. While the number of new single detached dwellings has not changed significantly, they represent a smaller portion of the overall number of new residential units, with apartment units representing a larger share over the last five years.

The graph and table below show the number of new building permits issued by unit type.

Number of New Building Permits by Type (2010-2015)



Note: Carriage house building permits were not tracked prior to 2013.

<sup>1</sup> Permits for new residential units. Source: City of Kelowna Building Permits.



# Ownership Housing Market

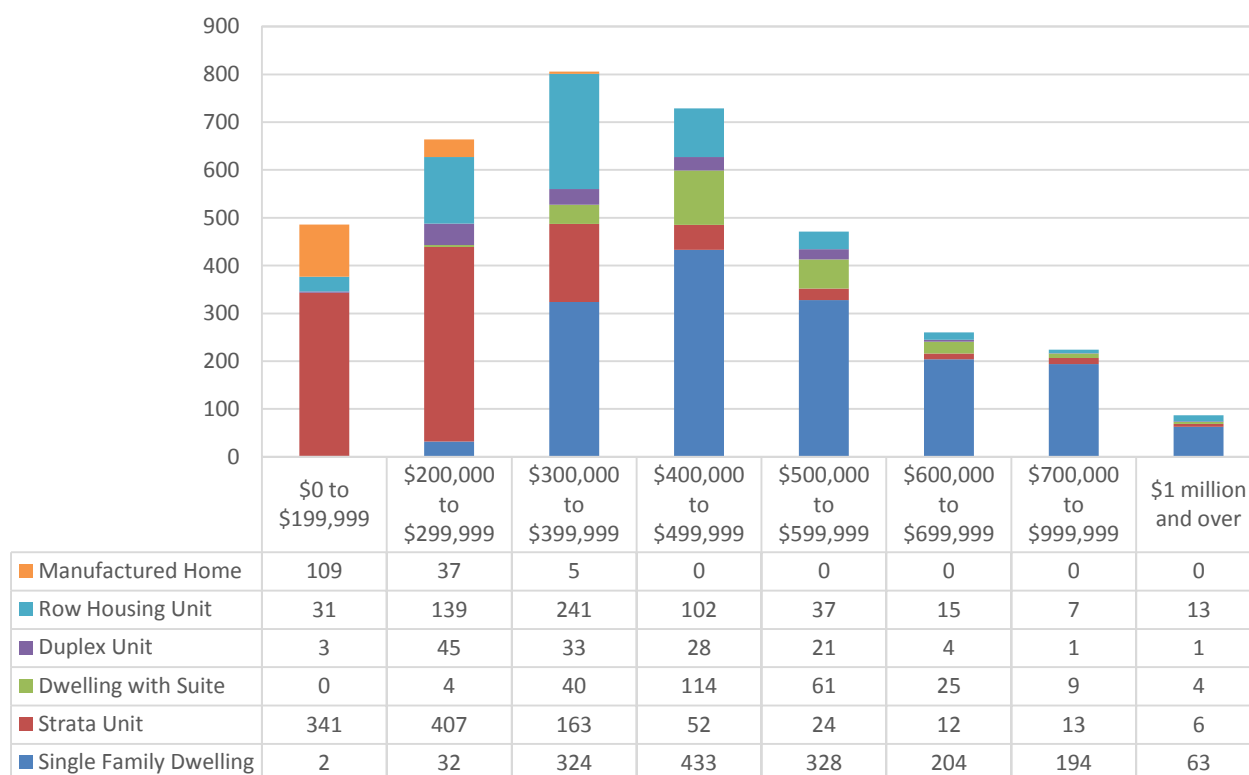
## Home Sales<sup>2</sup>

A total of 3,727 homes were sold in 2015, an increase of 17% over 2014. Just over 30% of home sales were under \$300,000, homes between \$300,000 and \$499,999 accounted for just over 40% of sales, and nearly 30% of sales were over \$500,000. This is comparable to 2014 results.

Strata units accounted for 65% of sales under \$300,000, with row housing units making up another 15%. Homes between \$300,000 and \$399,999 had the most even distribution of unit types, with 45% being single family dwellings (including dwellings with suites), 30% being row housing units, 20% being strata units, and the remaining 5% being duplex units and manufactured homes.

The graph and table below show the distribution of home sales by price and dwelling type.

Number of Home Sales by Price and Dwelling Type (2015)

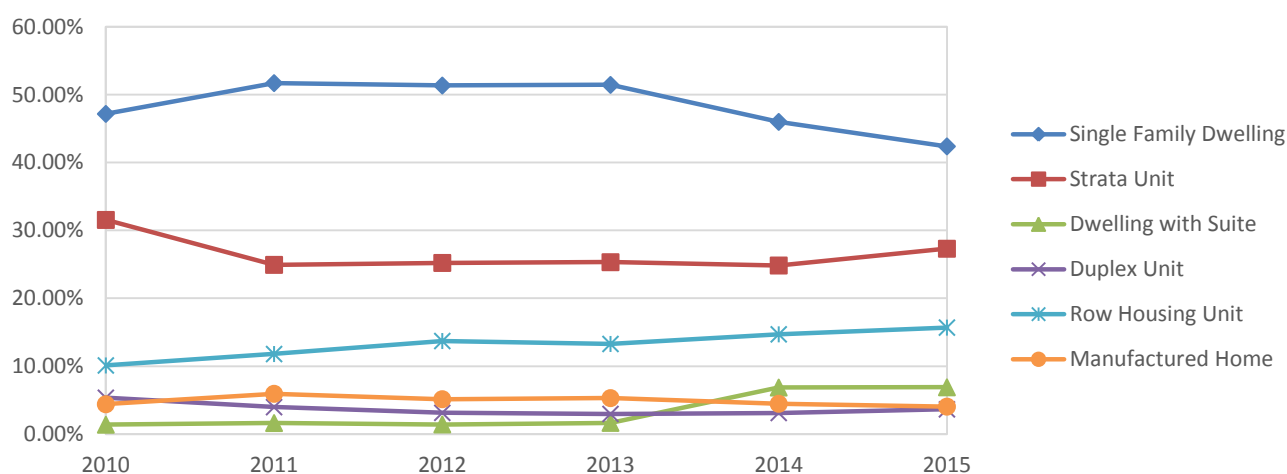


Over the last five years, the distribution of sales across dwelling types has seen a slight and gradual reduction in the portion of sales attributed to single family dwellings (including dwellings with suites) and a corresponding increase in sales of strata units and row housing units. This is consistent with the trend for new construction; however, the ratio of new home sales versus resales of older housing stock is unclear.

The graph below shows the distribution of home sales by type.

<sup>2</sup> Source: British Columbia Assessment Authority (BCAA). Note: data may change slightly depending on timing of data request.

Percentage of Home Sales by Type (2010-2015)

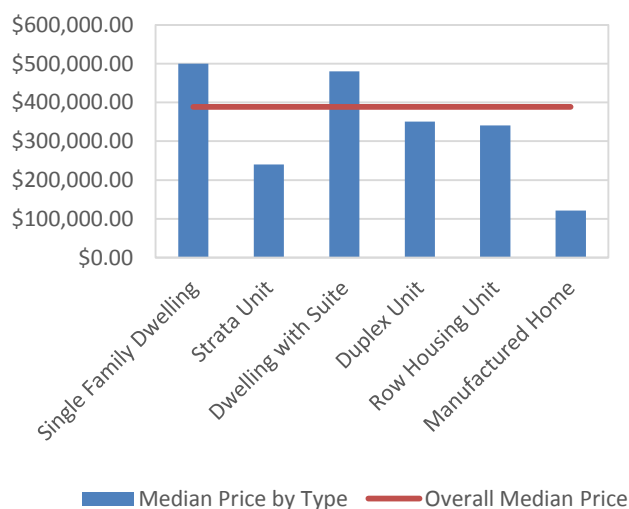


## Median Home Sale Price<sup>3</sup>

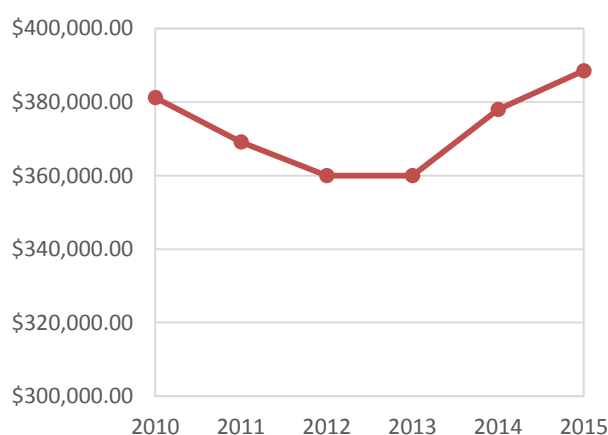
The median home sale price increased to \$388,500 in 2015, up 2.8% from \$378,000 in 2014. Despite greater increases to the median sale price of individual housing types, the relatively small overall increase reflects a higher number and ratio of sales of strata, semi-detached and row housing units. Together these accounted for 47% of 2015 home sales versus 43% in 2014. These housing types generally cost notably less than single detached dwellings; 81% of attached units were under \$400,000 while only 23% of single detached dwellings were under \$400,000.

The graphs below show the median home price by type in 2015 on the left and the overall median price from 2010 to 2015 on the right.

Median Home Price by Type (2015)



Median Home Price (2010-2015)



<sup>3</sup> Median home sale price is the middle sale price in a series of sales, where half of the sales are of lower value and half are of higher value.

Source: British Columbia Assessment Authority (BCAA). Note: data may change slightly depending on timing of data request.



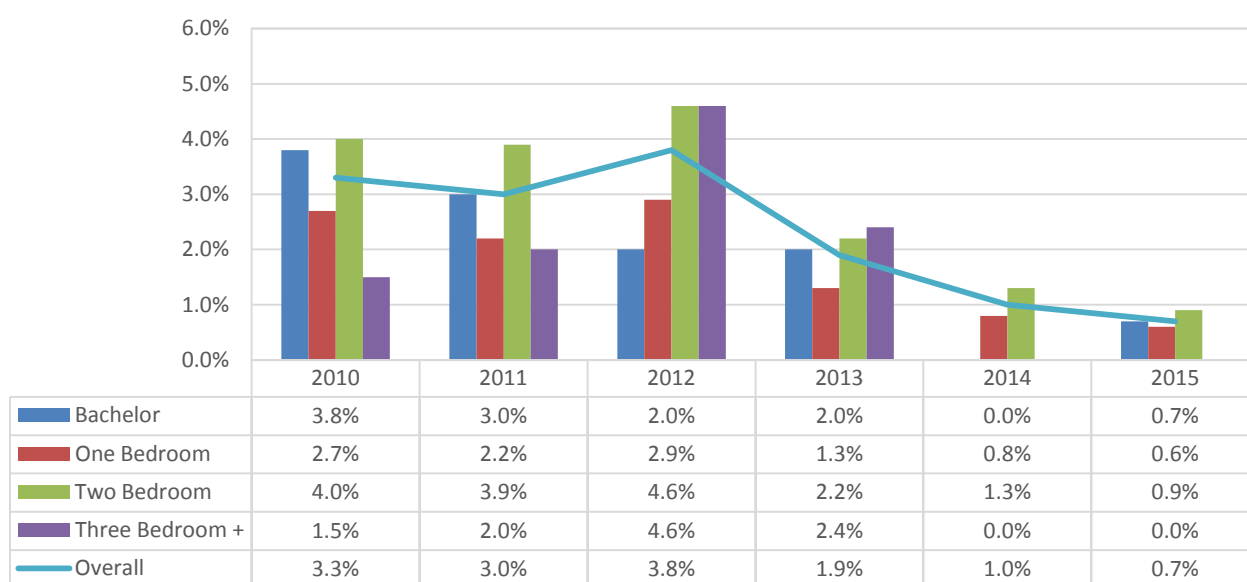
# Rental Housing Market

## Primary Rental Market<sup>4</sup>, Kelowna Census Subdivision (CSD)<sup>5</sup>

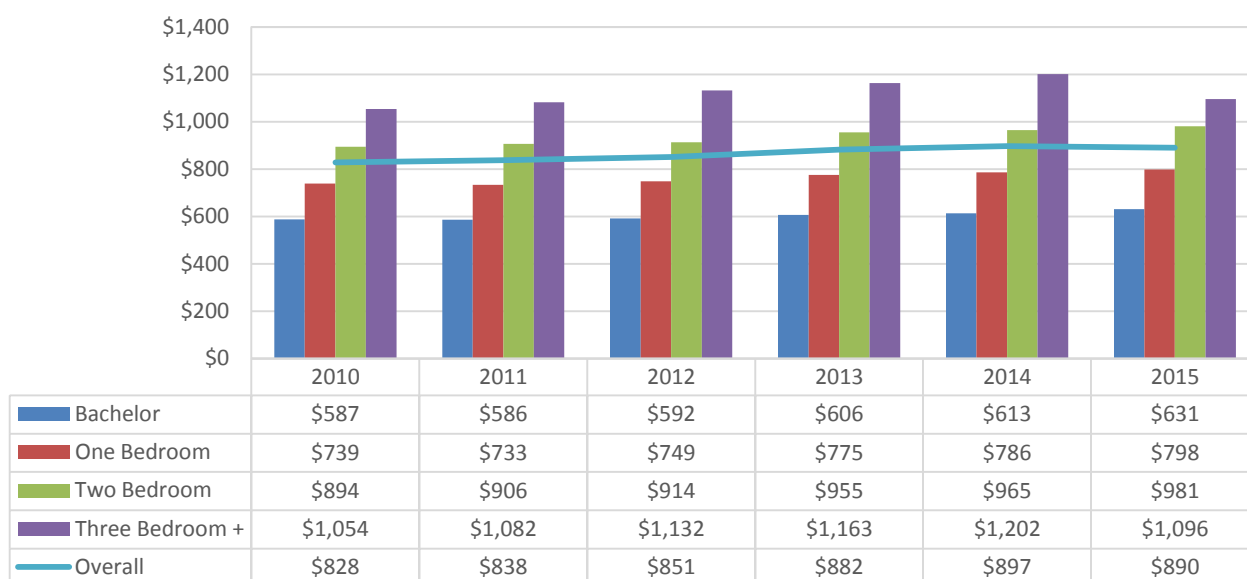
The vacancy rate for the primary rental market in the city of Kelowna has been decreasing since 2012 and was 0.7% in 2015 with three plus bedroom units experiencing the lowest vacancy rates at 0.0%. Overall average rent decreased slightly in 2015 to \$890 and the total number of units increased to 4,791. Provincially, the average vacancy rate was 1.3% and the overall average rent was \$1,042 in 2015.

The tables and graphs below show primary rental market data by unit type from 2010 to 2015.

Vacancy Rate by Unit Type (2010-2015)



Average Rent by Unit Type (2010-2015)



<sup>4</sup> The primary rental market represents units in purpose-built rental structures with three or more self-contained units.

<sup>5</sup> The Kelowna Census Subdivision (CSD) is specific to the city of Kelowna.

Source: CMHC Rental Market Report - Kelowna CSD - Fall 2015.

Number of Units by Unit Type (2010-2015)



## Rental Condominium Market<sup>6</sup>, Kelowna Census Metropolitan Area (CMA)<sup>7</sup>

The 2015 CMHC Rental Market Report for the Kelowna CMA includes information on the rental condominium market for the first time, offering more complete information about the rental market. At this time only vacancy rates and the total number of units are reported. This data will be included in the annual Housing Report going forward, and will be added to as more reliable data becomes available.

The vacancy rate for the rental condominium market was 2.1% in 2015. Of the total 12,730 condominium units in the Kelowna CMA, 3,136 or 25% were rented, demonstrating the significance of these units as a subset of the overall rental market.

<sup>6</sup> The condominium rental market represents rented condominium (strata) apartment units.

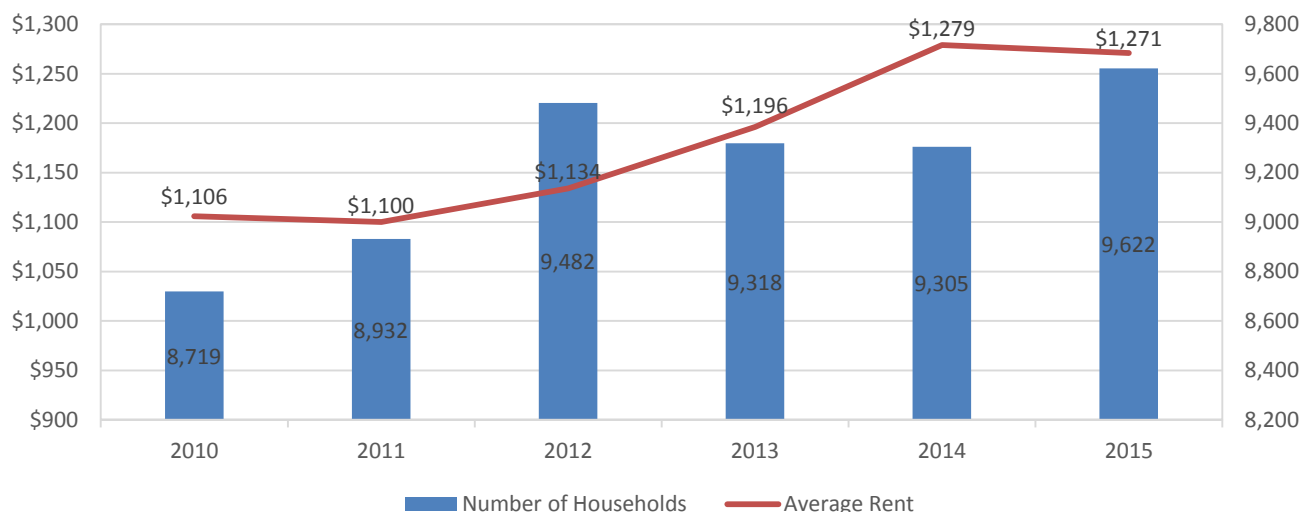
<sup>7</sup> The Kelowna Census Metropolitan Area (CMA) includes the entire Regional District of Central Okanagan.

Source: CMHC Rental Market Report - Kelowna CMA - Fall 2015.

## Secondary Rental Market<sup>8</sup>, Kelowna Census Metropolitan Area (CMA)

Kelowna's secondary rental market, which includes secondary suites in private dwellings, carriage houses and rented homes among other housing types, is substantial. In 2015 there were over 9,600 households in the secondary market across the Kelowna CMA, which is an increase of 3.4% over 2014. The average rent for the secondary rental market was \$1,271, significantly higher than the average rent of \$890 in the primary rental market.

Average Rent and Estimated Number of Households (2010-2015)



## Non-Market Housing<sup>9</sup>

Non-market housing covers a range of housing serving different needs, including emergency shelters, short-term transitional housing, supportive housing and subsidized housing. This sector has not previously been included in the annual Housing Report. Several emergency shelters and transitional housing providers operate in Kelowna; however, comprehensive data is not currently available for these types of non-market housing. As more information and data sources that offer reliable reporting are identified, they will be added to this report to provide a more comprehensive picture of non-market housing options, need and availability in Kelowna.

The Interior Health Authority maintains a listing of residential care and assisted living providers that offer supportive housing for those who are no longer able to reside at home. Some of these units are partially subsidized while others are paid for privately. Based on information from the Interior Health Authority, Kelowna has an estimated 1,305 supportive housing beds or units across 15 facilities offering long-term care.

BC Housing maintains a listing of housing providers that provide subsidized long-term housing with rent geared to income. In Kelowna, BC Housing identifies three housing developments that provide subsidized housing for singles and couples, and another 26 developments that provide housing for families, seniors, and adults with disabilities. Definitions for each demographic group are provided by BC Housing and applicants must apply either to BC Housing's Housing Registry or directly to the non-profit societies and housing co-ops that operate the developments. A total of 1,347 subsidized housing units are identified, of which 83 are

<sup>8</sup> The secondary rental market represents units in private structures (e.g. rented homes, suites) with less than three self-contained units, and does not include condominiums.

<sup>9</sup> Source - Supportive Housing: Interior Health Authority Residential Care and Assisted Living Listings.

Source - Subsidized Housing: BC Housing Housing Listings.

geared to singles and couples, and the remainder are for families, seniors, and adults with disabilities. The majority are one and two bedroom units.

# Housing Affordability

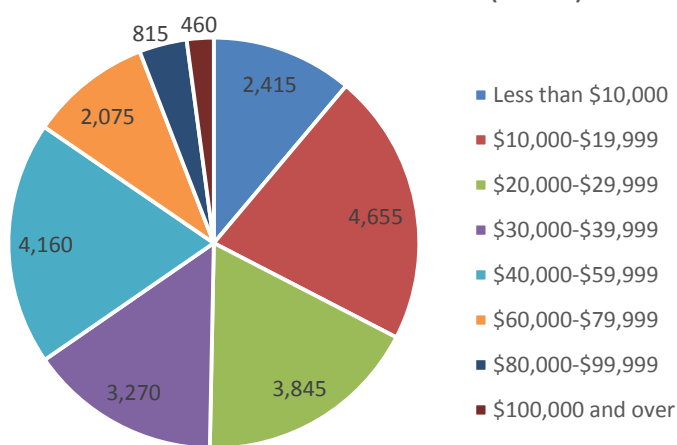
Housing is generally considered affordable if the amount spent on shelter is less than 30% of total before-tax household income. Based on the 2011 National Household Survey, 21,690 households in the Kelowna CMA spent 30% or more of household income on shelter costs in 2010. This represents 31% of all households, compared to the national average of 25%. Renters represent a disproportionate number of households with unaffordable housing costs. While 25% of all households rent, 40% of households spending 30% or more of income on shelter costs are renters.

The graphs below show household tenure (left) as well as the income levels (right) of households with shelter costs of 30% or more in the Kelowna CMA<sup>10</sup>.

Tenure of All Households vs Households with Shelter Costs of 30% or More (2010)



Income Levels of Households with Shelter Costs of 30% or More (2010)

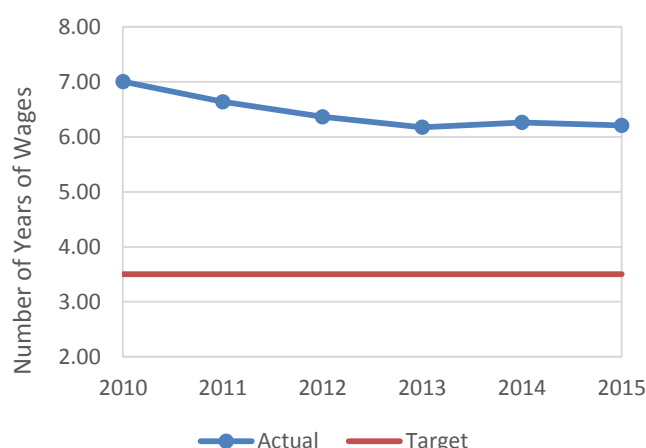


## Affordable Ownership Housing<sup>11</sup>

Another indicator of housing affordability is the median multiple, which compares median household income against the median home price to measure the number years of wages needed to purchase a home. This does not take into account other home ownership costs such as utilities and property tax.

In 2015, the median household income was \$62,586 and the median home sale price was \$388,500 for a median multiple of 6.2. While this still exceeds the targeted 3.5, the data over the past six years shows home ownership is trending in a more affordable direction.

Median Multiple (2010-2015)



## Affordable Rental Housing<sup>12</sup>

<sup>10</sup> Source: Statistics Canada, 2011 National Household Survey, Statistics Canada Catalogue no. 99-014-X2011031.

<sup>11</sup> Source - Median Household Income: Environics Analytics.

Source - Median Home Sale Price: BCAA.

BC Housing publishes annual Housing Income Limits, which represent the income needed to afford the average market rent, based on CMHC's Rental Market Report from the previous fall. The 2015 Housing Income Limits are shown below by unit size.

Unit Size	Average Monthly Rent	Annual Household Income Limit
Bachelor	\$613	\$26,000
One Bedroom	\$786	\$32,500
Two Bedroom	\$965	\$40,500
Three Bedroom +	\$1,202	\$50,500

## How the City supports Affordable Housing

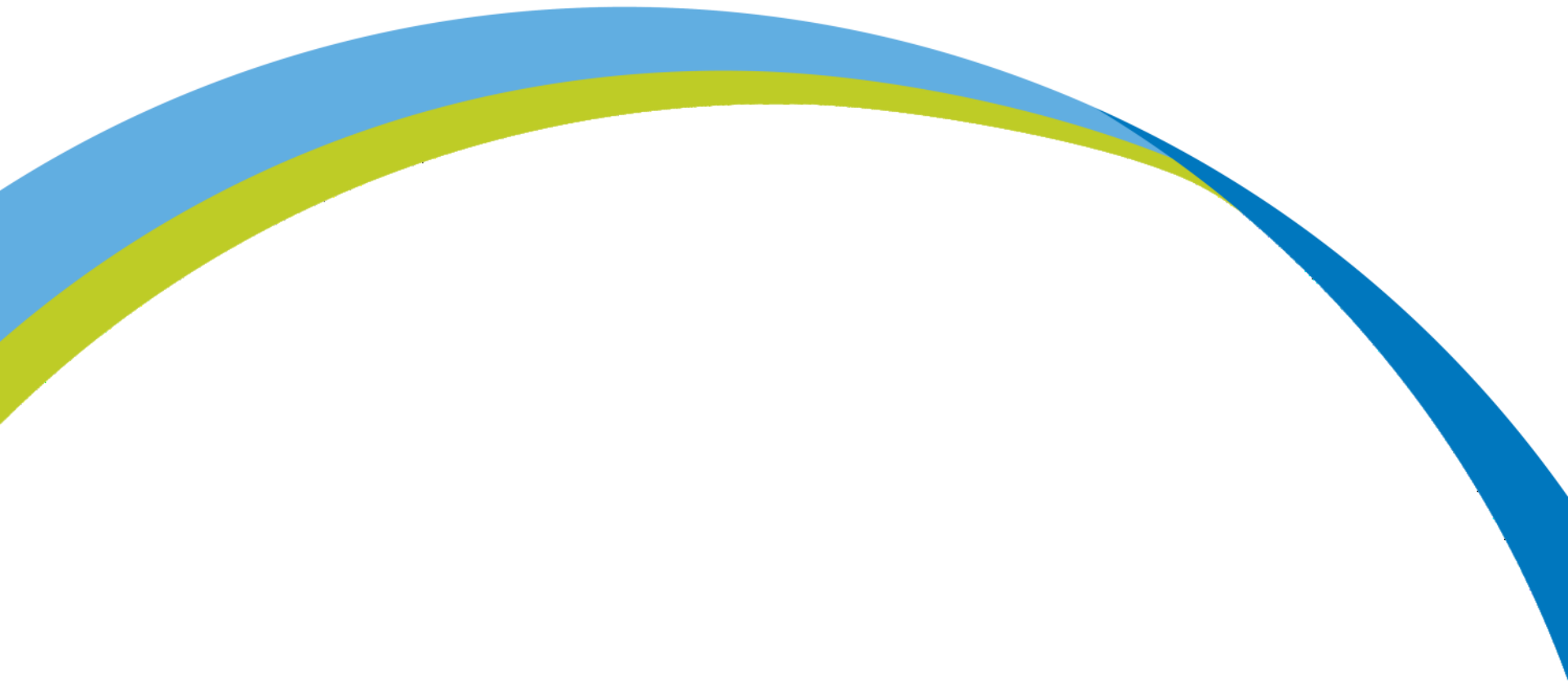
The City of Kelowna has several financial incentives to encourage affordable housing, including: the [Housing Opportunities Reserve Fund](#), the [Rental Housing Grant Policy](#), the [Revitalization Tax Exemption](#), and the [Permissive Tax Exemption](#). In 2015, six rental buildings with a total of 329 eligible units were approved for a total of \$285,895 in grant funding through the City of Kelowna's Rental Housing Grant Policy. This marks the first year since the development of the 2012 *Housing Strategy* that the goal of 300 new rental units per year is being achieved.

<sup>12</sup> Source - Average Monthly Rent: CMHC Rental Market Report - Kelowna CSD - Fall 2014. Data represents the primary rental market. The Kelowna CSD is specific to the city of Kelowna.

Source - Annual Household Income Limit: BC Housing 2015 Housing Income Limits.

# ANNUAL HOUSING REPORT

2015 Update





## ANNUAL HOUSING REPORT UPDATE

- ▶ Annual update of key housing data
- ▶ Informs other actions, plans and monitoring reports
- ▶ Not an in-depth analysis of housing needs

## HOUSING STARTS

- ▶ Building permits issued for 1,430 new residential units
- ▶ Significant number of new apartment units
- ▶ Greater range of housing types being constructed



## OWNERSHIP HOUSING MARKET

- ▶ Total of 3,727 homes sold
- ▶ Gradual shift to larger portion of sales of multi-family residential units
- ▶ Relatively small increase to median home sale price



## RENTAL HOUSING MARKET (PURPOSE-BUILT RENTALS)

- ▶ Low vacancy rate compared to provincial average
- ▶ Relatively low average rent compared to provincial average
- ▶ No significant increase to number of new rental units



## RENTAL HOUSING MARKET (RENTAL CONDOMINIUMS)

- ▶ Rental condominium data available for the first time in 2015
- ▶ Contributes to the rental market
- ▶ Absorbs excess demand from lack of availability in the primary rental market





## RENTAL HOUSING MARKET (SECONDARY RENTAL MARKET)

- ▶ Significant part of the rental market
- ▶ Contributes to housing diversity and choice and absorbs excess demand
- ▶ City generally supports creation of secondary suites and carriage houses



## NON-MARKET RENTAL HOUSING

- ▶ Looking for reliable, accessible and meaningful data to report on
- ▶ Covers a wide range of needs
- ▶ Shelters, transitional facilities, supportive housing and subsidized housing





## HOUSING AFFORDABILITY

- ▶ Unaffordable when 30% or more of household income is spent on shelter
  - ▶ Updated household data in 2017 based on 2016 Census
- ▶ Median multiple gradually decreasing
- ▶ Rental housing income limits below median household income

## KELOWNA'S PLANS & PROGRAMS

- ▶ *Official Community Plan and Housing Strategy*
- ▶ Housing Opportunities Reserve Fund
- ▶ Rental Housing Grants Policy
- ▶ Revitalization Tax Exemption
- ▶ Permissive Tax Exemption
- ▶ Development Cost Charges

## ONGOING & FUTURE WORK

- ▶ Coordination with other City staff on homelessness strategy
- ▶ Creation of a housing task force as part of the OCP update
- ▶ Development of more robust reporting for the non-market rental housing sector
- ▶ Identification of possible funding and investment opportunities

# CITY OF KELOWNA

## BYLAW NO. 11212

### Amendment No. 7 to Water Regulation Bylaw No. 10480

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Water Regulation Bylaw No. 10480 be amended as follows:

1. THAT PART 1 - INTRODUCTION, 1.2 Interpretation be amended by:
  - a) Deleting the definition for **"Blackflow Prevention Assembly Tester"** that reads:

**"Backflow Prevention Assembly Tester"** means a person who is approved by the City Engineer and holds a current certification from the British Columbia Water and Wastewater Association to test Approved Backflow Preventers.

And replace it with:

**"Backflow Prevention Assembly Tester"** means a person who is approved by the Manager and holds a current certification from the British Columbia Water and Wastewater Association to test Approved Backflow Preventers.
  - b) Deleting the definition for **"Beaver Lake Industrial Area"** that reads:

**"Beaver Lake Industrial Area"** means that area of lands legally described as Lots 1 to 28 inclusive, Section 2, Township 20, O.D.Y.D., Plan KAP57943 in the City."

And replace it with:

**"Beaver Lake Industrial Area"** means that area of lands in the City as shown in Schedule D.
  - c) Adding a new definition in its appropriate location for **"Bylaw Enforcement Officer"** that reads:

**"Bylaw Enforcement Officer"** means the person or persons appointed from time to time by the Council to enforce and administer this bylaw and shall include any Peace Officer.
  - d) Deleting the definition for **"Customer Service Account"** that reads:

**"Customer Service Account"** means an account for invoice or billing purposes under the City's Utility Billing Customer Care Bylaw No. 8754 as amended or replaced from time to time.

And replace in its appropriate location with:

**"Utility Billing Account"** means an account for invoice or billing purposes under the City's Utility Billing Customer Care Bylaw No. 8754 as amended or replaced from time to time."
  - e) Replacing all references throughout the bylaw that read **"Customer Service Account"** and replacing it with **"Utility Billing Account"**;
  - f) Adding a new definition in its appropriate location for **"Engineered Drip Irrigation"** that reads:

**"Engineered Drip Irrigation"** means a system using irrigation components which consume less than 20 gallons (91 litres) per hour and operate at less than 25 PSI (172 kPa) to deliver water to the root zone of the plant material being irrigated.
  - g) Deleting the words "appointed by Council" in the definition of **Manager**;
  - h) Adding a new definition in its appropriate location for **"Permit"** that reads:

**"Permit"** means a permit issued under Part 9 of this bylaw.

- i) Adding a new definition in its appropriate location for **"Person"** that reads:

**"Person"** shall mean and include any individual, corporation, partnership or party and heirs, executors, administrators or other legal representatives of the same, to whom the context can apply according to law. The singular shall also include the plural and the masculine shall also include the feminine.
  - j) Adding a new definition in its appropriate location for **"Public Announcement"** that reads:

**"Public Announcement"** means one or more advertisements or public service announcements in any one of:

    - (i) a television or radio broadcast from a station that broadcasts to the City.
    - (ii) a newspaper or other publication intended for general circulation, including one that is distributed without charge to the reader, that contains news and advertising, and is distributed with the City at least once per week.
  - k) Adding a new definition in its appropriate location for **"Restrictions Stage"** that reads:

**"Restrictions Stage"** means restrictions on water use as specified in Schedule E of this bylaw.
  - l) Deleting the definition for **"Smart Controller"** that reads:

**"Smart Controller"** means an electric timing device that sends an electric signal for automatic valves to open or close based on estimates or measures of depletion of available plant soil moisture in order to operate an automatic landscape irrigation system, that replenishes water as needed while minimizing excess water use that meets the requirements of this bylaw.

And replace with:

**"Irrigation Controller"** means an electric timing device that sends an electric signal for automatic valves to open or close in order to operate an automatic landscape irrigation system, that replenishes water as needed while minimizing excess water use that meets the requirements of this bylaw.
  - m) Adding the following to the end of the definition of Temporary Use the following:

"from the point of Building Permit approval until the first of Water Meter installation or the project is complete as defined by the British Columbia Builder's Lien Act as amended."
  - n) Adding a new definition in its appropriate location for **"Water"** that reads:

**"Water"** used as a noun, means water supplied directly or indirectly by the City of Kelowna Water Utility, whether or not mixed with rain water, gray water or recycled water.
  - o) Adding a new definition in its appropriate location for **"Watering"** that reads:

**"Watering"** used as a verb, mean the application or distribution of water (used as a noun) to lands or plants.
  - p) Deleting the definition for **"Water Meter Pit"** that reads:

**"Water Meter Pit"** means a chamber constructed underground, which is used to install a Water Meter or Approved Backflow Preventer.

And replacing it with:

**"Water Meter Pit"** means an enclosure constructed underground, which is used to install a Water Meter or Approved Backflow Preventer and would not be defined as a confined space under the Occupational Health and Safety (OHS) Regulations.
2. AND THAT **PART 2 - WATER SERVICE, 2.4 Construction of Service Connection, 2.4.3** be amended by adding to the end of the sentence "unless reviewed and approved by the Manager."

3. AND THAT PART 2 - WATER SERVICE, 2.7 Turn On Of Water Supply, 2.7.1 be deleted that reads:

"Applications for turning the supply of water from the **City Water Utility** shall be made in writing to the **Manager** and shall be accompanied by the fee set out in Schedule "B" of this bylaw."

And replaced with:

"Applications for turning on the supply of water from the **City Water Utility** shall be made in the form prescribed for that purpose to the **Manager** and shall be accompanied by the fee set out in Schedule "B" of this bylaw."

4. AND THAT PART 2 - WATER SERVICE, 2.9 Short Supply of City Water Utility, 2.9.1 and 2.9.2 be deleted that reads:

**"2.9 Short Supply of City Water Utility**

2.9.1 The **Manager** may at such times and for such length of time as is considered necessary or advisable by him or her, restrict or prohibit irrigation, yard and garden sprinklering, car washing and private pool filling to reduce water usage when the **Manager** considers water to be in short supply and every person shall abide by such restriction or prohibition.

2.9.2 The **City** may at such times and for such length of time as is considered necessary or advisable by **Council**, restrict or prohibit water uses when it considers water to be in short supply and every person shall abide by such restriction or prohibition."

And replaced with the following:

**"2.9 General Authority on Water Use for City Water Utility**

2.9.1 The **Manager** may at such times and for such length of time as is considered necessary or advisable by him or her, restrict or prohibit irrigation, yard and garden sprinklering, car washing and private pool filling to reduce water usage when the **Manager** considers water to be in short supply and every person shall abide by such restriction or prohibition.

2.9.2 The **City** may from time to time impose restrictions on water use, or change or revoke such restrictions, and in doing so may make the restrictions applicable at specified times or on specified days and may differentiate between classes of customers or areas of the **City**.

5. AND THAT PART 3 - WATER METERS, 3.1 Installation of Water Meters be amended as follows:

a) Deleting from 3.1.2 ", except land shown on a Bare Land Strata Plan.";

b) Deleting 3.1.3 in its entirety that reads:

"3.1.3 Despite section 3.1.1 and section 3.1.2, land shown on a strata plan that receives the supply of water from the City Water Utility from the same Service Connection, except land shown on a Bare Land Strata Plan, that is used for mixed residential and non-residential purposes shall have one Water Meter installed for the residential use and one Water Meter installed for the non-residential use."

c) Deleting 3.1.5 in its entirety that reads:

"3.1.5 A **Property** owner is responsible for the installation of a **Water Meter Setting** and **Water Meter Pit**."

And replacing it with:

"3.1.5 A **Property** owner is responsible for the installation of a **Water Meter Setting** and the location in which the **Water Meter Setting** is housed."

6. AND THAT **PART 3 - WATER METERS, 3.2 Ownership of Water Meter, 3.2.1** be amended by deleting the words "and Water Meter Pits";
7. AND THAT **PART 4 - WATER QUALITY PROTECTION AND WATER CONSERVATION** be amended as follows:

- a) by deleting from **4.3 Hydrant Use, 4.3.2**, the word "or" after "road sweeping" and deleting "g) tanker truck filling" and replacing it with a new subparagraph g and h as follows:

"g) water tanker truck filling; or  
h) special events"

- b) that sub-section 4.3.4 be amended by:

- i) deleting the word "and" after the word "required" in sub-paragraph d;
- ii) adding the word "and" after "hydrant" in sub-paragraph e; and
- iii) adding a new sub-paragraph f that reads "the volume and or flow rate of water that may be used."

- c) Deleting the word "**Smart**" in sub-section **4.4 Landscape Water Conservation Report and Smart Controller Requirements** and replacing it with the word "**Irrigation**"

- d) Deleting sub-section 4.4.10 that reads:

"4.4.10 No Property owner required to submit a Landscape Water Conservation Report under section 4.4 of this bylaw shall cause or permit an automatic outdoor landscape irrigation system to operate without a Smart Controller installed and operated that meets the following minimum performance requirements:

- a) Tested by the Irrigation Association Smart Water Application Technologies as a Climate-based **Smart Controller** or Sensor-based **Smart Controller** and results have been released by the manufacturer;
- b) Multiple start times per program/ day;
- c) 365-day calendar;
- d) Odd/ even or watering day scheduling option;
- e) Independent day scheduling options;
- f) Water budgeting/ seasonal adjustment by percentage;
- g) Rain delay;
- h) Rain sensor/ Moisture sensor compatible;
- i) Weather or evapotranspiration based - either using historical weather data, or real time weather data;
- j) Installed and programmed according to the manufacturers specifications."

And replace it with:

"4.4.10 No Property owner required to submit a Landscape Water Conservation Report under section 4.4 of this bylaw shall cause or permit an automatic outdoor landscape irrigation system to operate without an Irrigation Controller installed and operated that meets the following minimum performance requirements:

- a) Multiple start times per program/ day;



- b) 365-day calendar;
  - c) Odd/ even or watering day scheduling option;
  - d) Independent day scheduling options;
  - e) Water budgeting/ seasonal adjustment by percentage;
  - f) Rain delay;
  - g) Capable of receiving sensor inputs including rain sensor, moisture sensor and/or weather station data; and
  - h) Installed and programmed according to the manufacturers specifications.
- e) Delete sub-sections 4.4.11, 4.4.12 and 4.4.13 in their entirety that read:
- “4.4.11 No Property owner shall cause or permit a Smart Controller to operate such that more water is used for outdoor landscape areas than the amount that would be indicated by the Irrigation Industry Association of British Columbia (IIABC) Irrigation Scheduling Calculator.
- 4.4.12 Every Property owner shall program and maintain Smart Controllers to adjust watering schedules automatically based on real or historic weather data. In cases where manual irrigation program adjustment is temporarily required, adjust water programming at least once per month between May and October, to follow the reference evapotranspiration measurements set out in Schedule “C” of this bylaw.
- 4.4.13 A Property owner must, at all reasonable times, provide adequate, convenient, and unobstructed access to the City for the purpose of inspecting and reading the Smart Controller.”
- f) Delete the words “a Smart” and replace it with “an Irrigation” before the word “Controller” in sub-section 4.4.14;
- g) Delete sub-sections 4.4.15, 4.4.16 and 4.4.17 in their entirety that read:
- “4.4.15 If any irregularity or malfunction in a Smart Controller is observed by a Property owner, the Property owner shall repair or replace the Smart Controller within a 30-day period.
- 4.4.16 The Manager may shut off the supply of water to an outdoor landscape irrigation system, but not to the supply of water for domestic purposes, on any Property for any or all of the following reasons:
- a) failing to provide and obtain approval of a Landscape Water Conservation Report as required under section 4.4.3 of this bylaw;
  - b) exceeding the Landscape Water Budget under section 4.4.1 of this bylaw;
  - c) failing to install and operate a Smart Controller as required under section 4.4.9 of this bylaw; and
  - d) failing to repair or replace any irregularity or malfunction in a Smart Controller within the time specified in the Manager’s order under section 4.4.14.
- 4.4.17 The Manager must, prior to shutting off the supply of water to an outdoor landscape irrigation system, notify the persons affected of their right to make representations to

Council, and may not shut off the supply of water unless Council has considered such representations and confirmed that the supply of water is to be shut off.”

8. AND THAT **PART 6 - CONDITIONS**, be amended as follows:

- a) by deleting in Section **6.4 Shut off of Water Supply**, the word “writing” and adding the words “the form prescribed for that purpose” before the words “to the Manager and shall”;
- b) Deleting section 6.5.1 that reads:

“Where water supply is to be shut off for reason of non-payment of water **Rates** and charges or other non-compliance with any provision of this Bylaw, the **Manager** will give 30 days’ notice to the **Property** owner.”

And replace it with:

“Where water supply is to be shut off for reason of non-payment of water **Rates** and charges or other non-compliance with any provision of this Bylaw the **Manager** will follow the process outlined in the Utility Billing Customer Care Bylaw No. 8754 as amended.”

9. AND THAT **PART 7 - RATES AND CHARGES**, be deleted in its entirety that reads:

**“7.3 Fire Protection Use**

7.3.1 Upon application to the City, a connection to the City Water Utility may be permitted solely for Fire Protection Use. The Property owner will pay to the City the Rates and charges for such use as set out in Schedule “A” to this bylaw.”

10. AND THAT a new **PART 8 - DECLARATION AND ANNOUNCEMENT OF RESTRICTION STAGES** and **PART 9 - PERMITS** , be added in its appropriate location as follows and that all subsequent PARTS be re-numbered:

**“PART 8 - WATER USE RESTRICTION STAGES**

**8.1 Declaration of Restriction Stages**

- 8.1.1 All persons must comply with the water use restrictions contained in **Schedule E - City of Kelowna Water Use Restrictions Stages**.
- 8.1.2 The **water** use restriction “Normal,” as described in **Schedule E - City of Kelowna Water Use Restrictions Stages** is the default water restriction in place at all times, unless a **water** use **Restrictions Stage** is declared activated in accordance with this bylaw.
- 8.1.3 The **Manager** or **City Council** may declare that the **City** has activated a **Restrictions Stage 1 through 4** as contained in **Schedule E - City of Kelowna Water Use Restriction Stages**.
- 8.1.4 If the **Manager** or **City Council** makes a declaration under subsection 8.1.3, the **Restrictions Stage** described in the declaration comes into force in the **City** thirty-six (36) hours after the **Manager** or **City Council** makes a **Public Announcement** of the declaration.
- 8.1.5 When a **Restriction Stage** comes into force under this section, any **Restriction Stage** that had been in force, if any, ceases to be in force.

## 8.2 Time Limit for Water Use Restrictions

- 8.2.1 No **Restriction Stage** remains in force after October 31st of any year, unless the **Manager** makes a declaration under this section.
- 8.2.2 At any time before or after October 31st of any year, the **Manager** may, declare that notwithstanding subsection 8.2.1, a **Restriction Stage** will remain in force or come into force after October 31st.

## PART 9 - PERMITS

### 9.1 Permits

- 9.1.1 A person may apply to the **Manager** for a **permit** authorizing the person to water when Stage 1 Restrictions or Stage 2 Restrictions are in force if the person has installed a new lawn, either by placing sod or turf or by seeding.
- 9.1.2 An application for a **permit** must be accompanied by supporting documents, as required by the **Manager**.
- 9.1.3 The **Manager**, upon being satisfied that an applicant qualifies under subsection 9.1.1 and has complied with subsection 9.1.2, may issue a **permit** to the applicant and include terms and conditions in respect to the **permit**.
- 9.1.4 Notwithstanding Stage 1 Restrictions or Stage 2 Restrictions, the holder of a valid **permit** is authorized to water in accordance with the terms and conditions of the **permit**.
- 9.1.5 A **permit** does not exempt the **permit** holder from Stage 3 Restrictions or Stage 4 Restrictions.
- 9.1.6 A **permit** must be affixed to a post facing the street servicing the property, beside the principal driveway or if there is no driveway, in a visible location in the front yard of the property.”

11. AND THAT the new **PART 10 - GENERAL, 10.2 Offence and Penalties**, 10.2.1 be deleted in its entirety that reads:

“10.2.1 Any person who contravenes this bylaw is liable upon summary conviction to a minimum fine of \$1000 and a maximum fine of \$10,000 and the cost of prosecution. Every day during which there is an infraction of this bylaw shall constitute a separate offence.”

And replaced with the following:

“10.2.1 Every Person who violates any provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw or who neglects to do or refrains from doing anything required to be done by any of the provisions of this bylaw, or who does any act which constitutes an offence against the bylaw is guilty of an offence against this bylaw and liable to the penalties hereby imposed. Each day that the violation continues to exist, shall constitute a separate offence.

10.2.2 Every Person who commits an offence against this bylaw is liable on conviction, to a fine of up to \$10,000.00, or liable to a term of incarceration for a period of not more than 90 days, or both. Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law or legislation.”

12. AND THAT **SCHEDULE “A”, Water Rates and Charges**, be amended by:

c) Deleting section 5. Temporary Use in its entirety that reads:

**“5. Temporary Use**

For **Temporary Use** of water during construction on:

Single Family residential properties a flat charge of \$19.50 bi-monthly for the year 2015 and a flat charge of \$19.89 bi-monthly for the year 2016.

For non-residential properties and **Multi-Family Residential** properties a bi-monthly flat charge of \$128.40 for 2015 and a bi-monthly flat charge of \$130.97 for 2016.”

And replace it with:

**“5. Temporary Use**

For Temporary Use of water during construction. The following rates and charges will apply beginning two months after approval of each New Construction Building Permit and end upon the first of either the installation of the Water Meter or the project is deemed complete as defined by the British Columbia Builder’s Lien Act on:

Single Family residential properties a flat charge of \$40.04 bi-monthly for the year 2016.

For non-residential properties and Multi-Family Residential properties a bi-monthly flat charge of \$108.62 for 2016.

For Projects deemed to be complete as defined above and that do not have a Water Meter then rates will be twenty (20) times the applicable Temporary Use rate.”

d) Deleting from **section 11 Single Family Strata - single family housing on a strata property** the words “except land shown on a Bare Land Strata Plan,” after the words “from the same **Service Connection**,”

13. AND THAT **SCHEDULE “C” Landscape Water Conservation Report Requirements** be deleted in its entirety and replaced with a new **SCHEDULE “C” Landscape Water Conservation Report Requirements** as attached to and forming part of this bylaw;

14. AND THAT a new **SCHEDULE “D” Beaver Lake Industrial Area** be added in its appropriate location as attached to and forming part of this bylaw;

15. ANDE THAT a new **SCHEDULE “E” - City of Kelowna Water Use Restrictions Stages** be added in its appropriate location as attached to and forming part of this bylaw;

16. This bylaw may be cited for all purposes as “Bylaw No. 11212, being Amendment No. 7 to Water Regulation Bylaw No. 10480.”

17. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 18<sup>th</sup> day of April, 2016.

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# SCHEDULE “C”

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## Landscape Water Conservation Report Requirements

Schedule C provides the scope of information that is required in applications for new or renovated irrigation systems in the **City** of Kelowna Water Utility area. Applicants are required to submit three components for review and approval by the **City**:

1. Project and Applicant Identification
2. Landscape Water Conservation Checklist
3. Landscape Water Conservation Calculation Table

### **Project and Applicant Identification**

Applicants shall provide a project name that clearly distinguishes the project from others in the **City**. **City** staff may assign an application number in addition to this project name.

Applicants may be the **Property** owner or an agent appointed by the **Property** owner with authority to commit the Owner to meet the requirements of the bylaw. Applicants shall provide their contact information and be available to liaise with the **City** throughout the design and landscape construction period.

### **Landscape Water Conservation Checklist**

Applicants shall complete the attached Landscape Water Conservation Checklist to identify and confirm that the project will conform to City Standards and Bylaws. Applicants should use the Notes section to explain unchecked clauses. The **City** may require additional information or refuse permit approval based on its review of the application checklist completion and comments.

### **Landscape Water Conservation Calculation Table**

Applicants shall complete a Landscape Water Conservation Calculation Table. Applicants may choose from one of two methods: the Spreadsheet Method or the Manual Method.

**Spreadsheet Method:** A Landscape Water Conservation Calculation Spreadsheet can be found on the City of Kelowna website within the Water Smart section or will be made available from **City** staff to allow the applicant to enter project information which will enable the spreadsheet to calculate the **Landscape Water Budget (WB)**, the **Estimated Landscape Water Use (WU)**, and the difference between them.

The Landscape Water Conservation Calculation Spreadsheet embeds the formulas shown in this Schedule C, and is available in MS Excel format, separately.

**Manual Method:** Using the attached Landscape Water Conservation Calculation Table as a model, applicants may manually fill in and calculate the **Landscape Water Budget (WB)**, the **Estimated Landscape Water Use (WU)**, and the difference between them.

In both cases the applicant needs to design and supply the areas of various landscape treatments and the cumulative total landscape area of the project. Projects below the minimum area stipulated in the Water Regulation Bylaw do not require an application or permit.

It is the responsibility of the Applicant to create a calculation and installed system that meets the requirements of the Water Regulation Bylaw, including that the **Landscape Water Budget (WB)** must exceed the **Estimated Landscape Water Use (WU)** for the system design, installation and operation.

### **Project and Applicant Identification**

Owner			Contractor co. name		
Project address			Contractor contact name		
City	Kelowna		Contractor phone #		
Owner phone #			Contractor email		
Owner email					
Province		Postal Code:		Preferred contact	Owner <input type="checkbox"/> Contractor <input type="checkbox"/>


### **Landscape Water Conservation Checklist**

The Applicant in submitting this application, has adhered to:

- ☐ Applicable electrical standards, plumbing standards, and backflow prevention standards.
- ☐ Bylaw 7900 Schedule 4 and 5
- ☐ Requirements of Water Regulation Bylaw

Where an exemption is required (e.g. golf course or large playing field) contact the City's Water Smart program directly.

Note that checklists for selecting an irrigation contractor are available through IIABC or via the web link below:  
<https://www.irrigationbc.com/page/selecting-a-contractor>

Applicant Notes on the Landscape Water Conservation Checklist

Signature:

Date:



## Landscape Water Conservation Calculation Table

Project Name/Address:

Applicant Name:

### Step 1: Measure Total Landscape Area (LA)

Insert area of site that will absorb water:  sq.m.

Note: INCLUDE BOULEVARD, and proposed lawn, plants, mulch, PERVIOUS decks. Do not include building areas, driveways, patios, decks or walks unless pervious.

Calculate Estimated Water Use (WU) for each Landscape Treatment  $WU = (ET_o \text{ of } 1000)((PF \times HA/IE))/1000$  see Page 4

Step 2: Divide Into Landscape Treatments	Plant Factor (PF)	Irr Efficiency (IE)	Hydrozone Area (sq.m.) (HA)	% of Total LA	Estimated Water Use (cu.m.) (WU)
Note: each of the areas below are a 'HYDROZONE'					
<b>Unwatered Pervious Areas (not impervious paving)</b>					
Unwatered pervious mulch (e.g. stone, bark or sand)	N/A	N/A			N/A
Unwatered pervious deck (e.g. spaced wood deck)	N/A	N/A			N/A
Unwatered pervious paving (e.g. AquaPave, Rima Pave)	N/A	N/A			N/A
Unwatered naturalized meadow (e.g. wildflowers)	N/A	N/A			N/A
Unwatered naturalized area (e.g. existing natural area)	N/A	N/A			N/A
Other unwatered pervious area Specify:	N/A	N/A			N/A
Water Feature (use recirculating water)	1	1			
<b>Watered Planting Beds (shrubs or groundcover)</b>					
Low water use plants, high efficiency irrigation	0.3	0.9			
Low water use plants, moderate efficiency irrigation	0.3	0.7			
Moderate water use plants, high efficiency irrigation	0.5	0.9			
Moderate water use plants, moderate efficiency irrigation	0.5	0.7			
High water use plants, high efficiency irrigation	0.7	0.9			
High water use plants, moderate efficiency irrigation	0.7	0.7			
<b>Watered Mown Lawn Areas</b>					
Mown lawn, moderate efficiency irrigation	1	0.7			
<b>Special Landscape Areas (SLA)</b>					
Vegetable garden, high efficiency irrigation	1	0.9			
Vegetable garden, moderate efficiency irrigation	1	0.7			
Sports or playground Lawn, Commercial application, moderate efficiency irrigation	1	0.7			
Areas where non-potable water supplements irrigation	0.3	1			
<b>Totals</b>			= Total LA	=100%	=Total WU
Special Landscape Area (SLA) Subtotal					

Landscape Water Conservation Calculation Table (cont'd)

Project Name:

Applicant Name:

Step 3: Calculate & Compare Water Budget to Estimated Water Use		
Note: For Evapotranspiration (ETo) in Kelowna allow 800 mm/yr		
Calculate <b>Landscape Water Budget (WB)</b> $WB = ETo[(1.0 \times \text{Total LA}) + (0.3 \times \text{Subtotal SLA})] / 1000$	Show Calculations	Total WB (cu.m./yr)
Calculate <b>Estimated Landscape Water Use (WU)</b> $WU = ETo(PF \times HA / IE) / 1000$	Calculate for each Landscape Type on Page 3, then sum into Total WU	Total WU (cu.m./yr)
Subtract <b>Estimated Landscape Water Use</b> from <b>Landscape Water Budget (WB - WU)</b> Result Must be greater than 0 Adjust landscape areas or planting/irrigation type to suit.	Notes	Difference (cu.m./yr)

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

Date: \_\_\_\_\_

#### Landscape Water Budget (WB)

The project's **Landscape Water Budget** shall be calculated using this equation:

$$WB = ETo[(1.0 \times LA) + (0.3 \times SLA)] / 1000$$

where:

WB = **Maximum Landscape Water Budget** (cubic metres per year)

\*ETo = **Reference Evapotranspiration** (use 8000 millimetres per year)

1.0 = **ET Adjustment Factor (ETAF)**

LA = **Landscaped Area** includes **Special Landscape Area** (square metres)

SLA = **Portion of the landscape area identified as Special Landscape Area** (square metres)

0.3 = **the additional ET Adjustment Factor for Special Landscape Area** (1.3 - 1.0 = 0.3)

/ 1000 = **divide total calculation by 1000 to convert to cubic metres/year**

#### Estimated Landscape Water Use (WU)

The project's **Estimated Water Use** in the landscape is calculated using the following formula:

$$WU = ETo(PF \times HA / IE) / 1000$$

where:

WU = **Estimated Landscape Water Use** per year (cubic metres per year)

ETo = **Reference Evapotranspiration** (use 8000 millimetres per year) PF = **Plant Factor**

HA = **Hydrozone area** [high, medium, low and no water use areas] (square metres)

IE = **Irrigation efficiency** (minimum 0.7)

/ 1000 = **divide total calculation by 1000 to convert to cubic metres/year**

#### Interpretation

**Landscape area:** means all of the planting areas, turf areas, pervious paving, water features and unirrigated pervious surfaces - such as existing or planted native vegetation, spaced wood deck, stone or organic mulch - in a landscape design plan subject to the **Landscape Water Budget** calculation. The landscape area does not include footprints of buildings or structures, impervious sidewalks, impervious driveways or parking lots, impervious decks or patios, other impervious hardscapes.

**Pervious:** means surfaces that allow water to soak into the underlying ground and do not create runoff when exposed to up to the mean annual rainfall.

**Impervious:** means surfaces that shed water and create runoff when exposed to rainfall events of 1 mm or greater.

**Special Landscape Area (SLA):** for all calculations, means an area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, and water features using recycled water, captured rainwater, or other non potable water source. For calculations in multiple family, park and playground areas, but not for single family lots, Special Landscape Area may also include areas dedicated to active play such as park lawns, sports fields, golf courses and where turf provides an intensively used playing surface.

**Water Feature:** means a designed element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas and swimming pools (where make-up water is supplied from the municipal potable system).

**Hydrozone:** means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

- Unirrigated pervious paving, spaced wood deck or other pedestrian, decorative or driveway surfacing that allows rainwater to soak into underlying ground without puddling shall be included in total landscaped area calculations and shall be in a no water use hydrozone.
- All water feature surface areas shall be included in the high water use hydrozone.
- Individual hydrozones that mix high and low water use plants shall not be permitted.
- Individual hydrozones that mix plants of moderate and low water use or moderate and high water use may be allowed if:
  - Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor, or
  - If the plant factor of the higher water using plant is used for calculations.
  -

**Plant factor or plant water use factor (PF):** means a factor, when multiplied by the Reference Evapotranspiration (ET<sub>o</sub>) that estimates the amount of water needed by plants.

**Irrigation efficiency (IE):** means the measurement of the amount of water beneficially used divided by the amount of water applied. **Evapotranspiration Rate:** means the quantity of water evaporated from adjacent soil plus the quantity of water transpired by plants during a specified time.

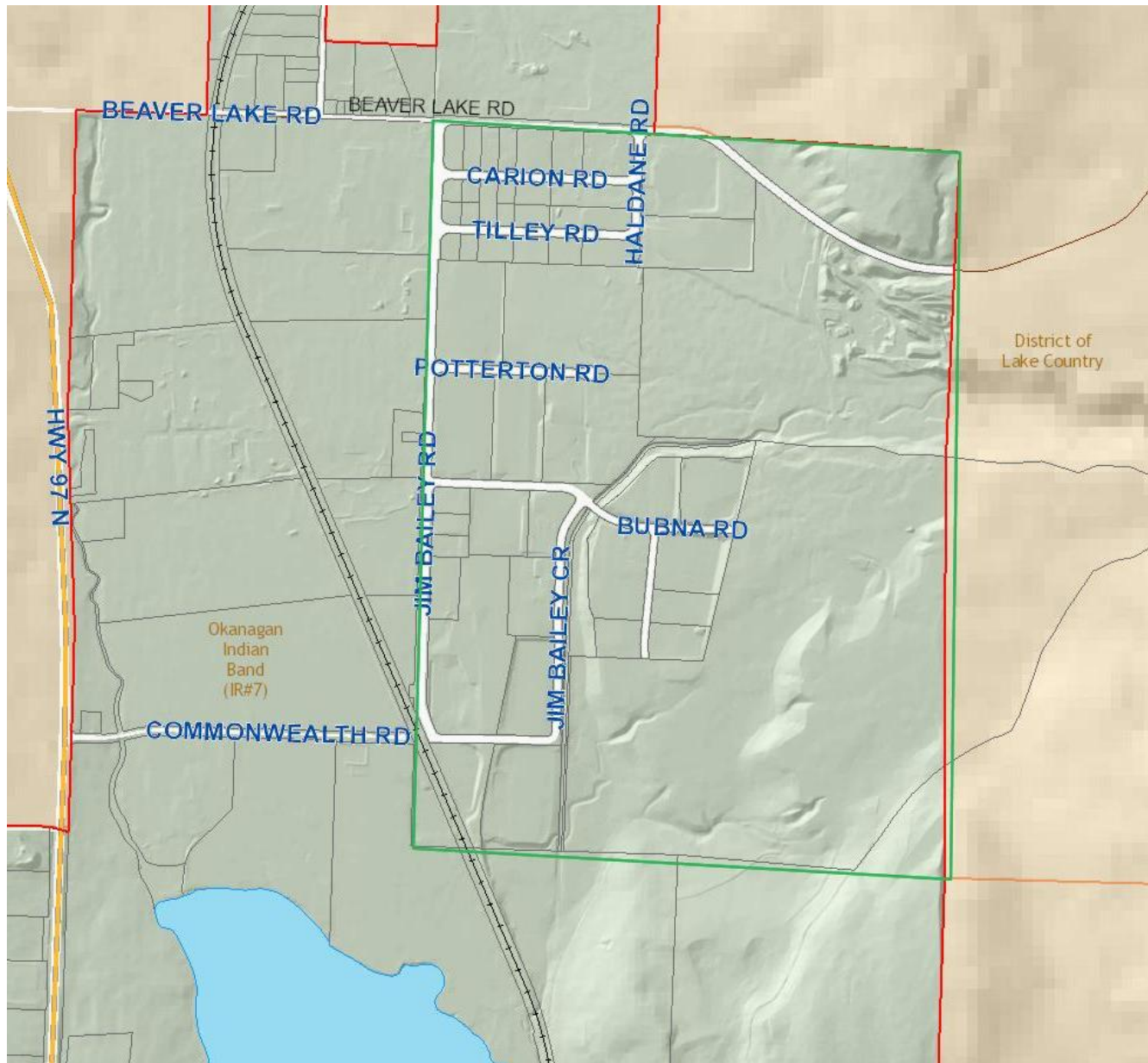
**Reference evapotranspiration (ET<sub>o</sub>):** means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is given in millimeters per day, month or year and is an estimate of the evapotranspiration of a grass reference crop using a modified Penman Monteith equation.

# SCHEDULE "D"

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## Beaver Lake Industrial Area

*The Beaver Lake Industrial Area lands are those lands highlighted below:*



Schedule E - City of Kelowna Water Use Restrictions Stages						
	<b>Residential Water Use Restrictions*</b>	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
		DESCRIPTION: Represents normal (i.e., average) conditions for local area. Water use restrictions focus on water use efficiencies and drought awareness.	DESCRIPTION: Primary objective of this stages is to inform the public of the potential for more severe drought to occur. If triggered by drought, represents early drought (drier than average) conditions for local area. Intent is to call this stage earlier in a cycle so that the potential to move to more severe stages is reduced.	DESCRIPTION: Represents low water supply conditions for local area or prolonged, moderate, drought conditions are established. Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.	DESCRIPTION: Represents very low water supply conditions or severe drought conditions for local area. Water use restrictions are necessary to maintain supplies during a period of critical water shortage.	DESCRIPTION: Strict water use restrictions are necessary to maintain critical supply. No spare water is available. Represents an emergency loss of supply during which water is spared for consumptive and sanitary purposes only. Fire protection may be compromised.
	Goal:	Efficient on-going Water Use practices	10% Reduction in Total and Peak Use	20% Reduction in Total and Peak Use	35% Reduction in Total and Peak Use	Maintain Health of Community
	ACTIVITY*	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS
A	Lawn and Aesthetic Garden Watering - Manual Sprinklers Odd Address Schedule Even Address Schedule	Watering allowed between 6am - 10am and 7pm - 12am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 6am - 10am and 7pm - 12am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 6am - 10am and 7pm - 12am up to 2 days per week.  Tuesday & Saturday Wednesday & Sunday	Watering allowed between 6am - 10am and 7pm - 12am one (1) per week.  Saturday Sunday	Use of supplied water for all forms of aesthetic lawn and garden watering is prohibited.
B	Lawn and Aesthetic Garden Watering - Automatic Timer Sprinkler Systems Odd Address Schedule Even Address Schedule	Watering allowed between 12am - 6am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 12am - 6am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 12am - 6am up to 2 days per week.  Tuesday & Saturday Wednesday & Sunday	Watering allowed between 12am - 6am one (1) day per week.  Saturday Sunday	
C	Lawn and Aesthetic Garden Watering - Handheld Sprinkling (spring-loaded nozzle on hose or watering can); Engineered Drip Irrigation	Anytime.	Follow Stage 1 Lawn and Aesthetic Garden Watering - Manual Sprinklers (Line A)	Follow Stage 1 Lawn and Aesthetic Garden Watering - Manual Sprinklers (Line A)	Follow Stage 2 Lawn and Aesthetic Garden Watering - Manual Sprinklers (Line A)	
D	New (non-established) Lawns and Landscaping Sprinkling	Follow supplier recommended watering schedule. After installation (2 weeks for Sod or 6 weeks for Seeded Lawns) resume watering as per Lawn & Aesthetic Garden Watering restrictions for your irrigation system (Lines A-C).	City of Kelowna sprinkling permit required. Follow supplier recommended watering schedule. Recommended that seeding start no later than May 31 or after Sept. 1. After installation (2 weeks for Sod or 6 weeks for Seeded Lawns) resume watering as per Stage 1 Lawn & Aesthetic Garden Watering restrictions for your irrigation system (Lines A-C).	City of Kelowna sprinkling permit required. Sod requires 2 week permit to be displayed on lawn. Seeding must start before April 30 or after Sept. 1 and requires a 6 week permit to be displayed on lawn. After permit period, resume watering as per Stage 2 Lawn & Aesthetic Garden Sprinkling restrictions for your irrigation system (Lines A-C).	No new permits issued for seeded lawns. Placement of sod may take place with sprinkling permit not to exceed 2 week period. After permit period, resume watering as per Stage 3 Lawn & Aesthetic Garden Sprinkling restrictions for your irrigation system (Lines A-C).	No new permits issued or renewed. Use of water for this purpose prohibited.
E	Food Gardens and Fruit Trees/Shrubs	Follow Lawn and Aesthetic Garden Watering restrictions, as noted above (Lines A-C), for the irrigation system in use.	Follow Stage 1Lawn and Aesthetic Garden Watering restrictions (Lines A-C above) for the irrigation system in use.	Follow Stage 1Lawn and Aesthetic Garden Watering restrictions (Lines A-C above) for the irrigation system in use.	Watering allowed Tuesdays & Fridays between 6am - 10am and 7pm to 12am, as required to maintain plant health.	Use of water for this purpose prohibited.
F	Garden Ponds, Aesthetic Fountains, and Water Features	Filling and refilling is permitted on days and times specified for Lawn & Aesthetic Garden Watering- Manual Sprinkling (Line A).	Filling and refilling is permitted on days and times specified for Stage 1 Lawn & Aesthetic Garden Watering-Manual Sprinkling (Line A).	Filling and refilling is permitted on days and times specified for Stage 2 Lawn & Aesthetic Garden Watering-Manual Sprinkling (Line A).	Filling and refilling with water supplied by City of Kelowna is prohibited.	Use of water for this purpose prohibited.

		NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
		DESCRIPTION: Represents normal (i.e., average) conditions for local area. Water use restrictions focus on water use efficiencies and drought awareness.	DESCRIPTION: Primary objective of this stages is to inform the public of the potential for more severe drought to occur. If triggered by drought, represents early drought (drier than average) conditions for local area. Intent is to call this stage earlier in a cycle so that the potential to move to more severe stages is reduced.	DESCRIPTION: Represents low water supply conditions for local area or prolonged, moderate, drought conditions are established. Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.	DESCRIPTION: Represents very low water supply conditions or severe drought conditions for local area. Water use restrictions are necessary to maintain supplies during a period of critical water shortage.	DESCRIPTION: Strict water use restrictions are necessary to maintain critical supply. No spare water is available. Represents an emergency loss of supply during which water is spared for consumptive and sanitary purposes only. Fire protection may be compromised.
	Goal:	Efficient on-going Water Use practices	10% Reduction in Total and Peak Use	20% Reduction in Total and Peak Use	35% Reduction in Total and Peak Use	Maintain Health of Community
	ACTIVITY*	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS
G	Pools	Filling and refilling is permitted anytime.	Filling and refilling is permitted anytime.	Filling and refilling is permitted prior to June 15. Topping up only between June 15 and August 31.	Topping up allowed once per week on Wednesday. Filling and refilling are prohibited.	Use of water for this purpose prohibited.
H	Cleaning Outdoor Surfaces (driveways, sidewalks, decks, artificial turf, patios)	Use a broom, device or hose with a spring-loaded nozzle, or mop and bucket.	Use a broom, device or hose with a spring-loaded nozzle, or mop and bucket.	Washing with spring-loaded nozzle for health and safety purposes or to prepare a surface for painting or similar treatment. Washing for aesthetic purposes is prohibited.	Washing with spring-loaded nozzle for health and safety reasons only. Washing for aesthetic purposes is prohibited.	All forms of cleaning of outdoor surfaces with water are prohibited unless ordered by a regulatory authority (i.e., WCB, public health inspector, etc.).
I	Vehicle (boat/ automobile/ATV/ etc.) Washing	Use a bucket with cloth or sponge with a spring-loaded nozzle, or visit a water wise commercial car wash.	Use a bucket with cloth or sponge with a spring-loaded nozzle, or visit a water wise commercial car wash.	Use a bucket with cloth or sponge with a spring loaded nozzle, or visit a water wise commercial car wash.	No washing or rinsing except for safety purposes (windows, lights, licenses).	No washing or rinsing with water except for safety purposes (windows, lights, licenses).

\* These restrictions are for water supplied by City of Kelowna only. They do not apply to the use of reclaimed or recycled water, grey water, rainwater harvested by the customer, or any other sources of water not supplied by City of Kelowna. Customers are encouraged to utilize rainwater for appropriate uses such as garden irrigation.

Schedule E - City of Kelowna Water Use Restriction Stage

	<b>Commercial Water Use Restrictions**</b>	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
		DESCRIPTION: Represents normal (i.e., average) conditions for local area. Water use restrictions focus on water use efficiencies and drought awareness.	DESCRIPTION: Primary objective of this stages is to inform the public of the potential for more severe drought to occur. If triggered by drought, represents early drought (drier than average) conditions for local area. Intent is to call this stage earlier in a cycle so that the potential to move to more severe stages is reduced.	DESCRIPTION: Represents low water supply conditions for local area or prolonged, moderate, drought conditions are established. Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.	DESCRIPTION: Represents very low water supply conditions or severe drought conditions for local area. Water use restrictions are necessary to maintain supplies during a period of critical water shortage.	DESCRIPTION: Strict water use restrictions are necessary to maintain critical supply. No spare water is available. Represents an emergency loss of supply during which water is spared for consumptive and sanitary purposes only. Fire protection may be compromised.
	Goal:	Efficient on-going Water Use practices	10% Reduction in Total and Peak Use	20% Reduction in Total and Peak Use	35% Reduction in Total and Peak Use	Maintain Health of Community
	ACTIVITY*	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS
A	Lawn, Aesthetic Garden, and Plants for sale - Manual Sprinkling Odd Address Schedule Even Address Schedule	Watering allowed between 6am - 10am and 7pm - 12am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 6am - 10am and 7pm - 12am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 6am - 10am and 7pm - 12am up to 2 days per week.  Tuesday & Saturday Wednesday & Sunday	Watering allowed between 6am - 10am and 7pm - 12am one (1) per week.  Saturday Sunday	Use of supplied water for all forms of aesthetic lawn and garden watering is prohibited.
B	Lawn, Aesthetic Garden, and Plants for sale - Automatic Timer Sprinkler Systems Odd Address Schedule Even Address Schedule	Watering allowed between 12am - 6am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 12am - 6am up to 3 days per week.  Tuesday, Thursday, Saturday Wednesday, Friday, Sunday	Watering allowed between 12am - 6am up to 2 days per week.  Tuesday & Saturday Wednesday & Sunday	Watering allowed between 12am - 6am one (1) day per week.  Saturday Sunday	
C	Lawn, Aesthetic Garden, and Plants for sale - Handheld Sprinkling (spring-loaded nozzle on hose or watering can); Engineering Drip Irrigation Systems	Anytime	Anytime	Hand watering of potted plants can be done any day between 6am-10am & 5pm-12am. In-ground plant watering is allowed up to 3 days per week as per Stage 1 Manual Sprinkling restrictions (Line A).	Hand watering of potted plants is allowed on Tuesday, Thursday, & Sunday between 6am-10am & 7pm-12am. In-ground plant watering is allowed up to 2 days per week as per Stage 2 Manual Sprinkling restrictions (Line A).	
D	New (non-established) Lawns and Landscaping Sprinkling	Follow supplier recommended watering schedule. After installation (2 weeks for Sod or 6 weeks for Seeded Lawns) resume watering as per Lawn & Aesthetic Garden Watering restrictions for your irrigation system (Lines A-C).	City of Kelowna sprinkling permit required. Follow supplier recommended watering schedule. Recommended that seeding start no later than May 31 or after Sept. 1. After installation (2 weeks for Sod or 6 weeks for Seeded Lawns) resume watering as per Stage 1 Lawn & Aesthetic Garden Watering restrictions for your irrigation system (Lines A-C).	City of Kelowna sprinkling permit required. Sod requires 2 week permit to be displayed on lawn. Seeding must start before April 30 or after Sept. 1 and requires a 6 week permit to be displayed on lawn. After permit period, resume watering as per Stage 2 Lawn & Aesthetic Garden Sprinkling restrictions for your irrigation system (Lines A-C).	No new permits issued for seeded lawns. Placement of sod may take place with sprinkling permit not to exceed 2 week period. After permit period, resume watering as per Stage 3 Lawn & Aesthetic Garden Sprinkling restrictions for your irrigation system (Lines A-D).	No new permits issued or renewed. Use of water for this purpose prohibited.
E	Garden Ponds, Aesthetic Fountains, and Water Features	Filling and refilling is permitted on days and times specified for Lawn & Aesthetic Garden Watering- Manual Sprinkling (Line A).	Filling and refilling is permitted on days and times specified for Stage 1 Lawn & Aesthetic Garden Watering-Manual Sprinkling (Line A).	Filling and refilling is permitted on days and times specified for Stage 2 Lawn & Aesthetic Garden Watering-Manual Sprinkling (Line A).	Filling and refilling with water is prohibited.	Use of water for this purpose prohibited.
F	Pools	Filling and refilling is permitted anytime.	Filling and refilling is permitted anytime.	Filling and refilling is permitted prior to June 15. Topping up only between June 15 and August 31.	Topping up allowed once per week on Wednesday. Filling and refilling are prohibited.	Use of water for this purpose prohibited
G	Cleaning Outdoor Surfaces (driveways, sidewalks, decks, artificial	Use a broom, device or hose with a spring-loaded nozzle, or mop and bucket.	Use a broom, device or hose with a spring-loaded nozzle, or mop and bucket.	Washing with spring-loaded nozzle for health and safety purposes or to prepare a surface for painting or similar treatment. Washing for aesthetic purposes is prohibited.	Washing with spring-loaded nozzle for health and safety reasons only. Washing for aesthetic purposes is prohibited.	All forms of cleaning of outdoor surfaces water are prohibited unless ordered by a regulatory authority (i.e., WCB, public health inspector, etc.).



	<b>Commercial Water Use Restrictions**</b>	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
		DESCRIPTION: Represents normal (i.e., average) conditions for local area. Water use restrictions focus on water use efficiencies and drought awareness.	DESCRIPTION: Primary objective of this stages is to inform the public of the potential for more severe drought to occur. If triggered by drought, represents early drought (drier than average) conditions for local area. Intent is to call this stage earlier in a cycle so that the potential to move to more severe stages is reduced.	DESCRIPTION: Represents low water supply conditions for local area or prolonged, moderate, drought conditions are established. Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.	DESCRIPTION: Represents very low water supply conditions or severe drought conditions for local area. Water use restrictions are necessary to maintain supplies during a period of critical water shortage.	DESCRIPTION: Strict water use restrictions are necessary to maintain critical supply. No spare water is available. Represents an emergency loss of supply during which water is spared for consumptive and sanitary purposes only. Fire protection may be compromised.
	Goal:	Efficient on-going Water Use practices	10% Reduction in Total and Peak Use	20% Reduction in Total and Peak Use	35% Reduction in Total and Peak Use	Maintain Health of Community
	ACTIVITY*	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS
	turf, patios)					
H	Vehicle (boat/ automobile/ATV/ etc.) Washing	Use a commercial car wash or hose equipped with spring-loaded nozzle.	Use a commercial car wash or hose equipped with spring-loaded nozzle. Conveyorized/automatic car wash facilities should strive to be water wise as per industry standards.	Car washes using recycled water systems may continue to operate with no restrictions. Conveyorized/automatic car wash facilities should strive to be water wise as per industry standards- shorten wash times. Wand wash or washing with spring-loaded nozzle is permitted.	Spring-loaded nozzle or wand wash permitted for health and safety purposes only. Car washes using recycled water systems may continue to operate if wash times are shortened.	No washing or rinsing of vehicles and pleasure crafts, except spot cleaning with sponge and bucket for health and safety reasons (windows, lights, license plates).
I	Golf Courses	Irrigation should only occur between 7pm-10am.	Limit irrigation of Fairways to 5 times per week and avoid irrigation between 10am-7pm.	Reduce watering of greens and tees. Fairway watering limited to three days per week between 7 pm and 10 am.	No watering permitted for fairways. Minimal watering only for tees and greens.	All forms of watering are prohibited.
J	Artificial turf and outdoor tracks (i.e. Bicycle, motorcycle, and running tracks)	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle.	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle.	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle.	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle.	All forms of cleaning of outdoor surfaces with are prohibited unless ordered by a regulatory authority (i.e. WCB, public health inspector, etc.).

\* These restrictions are for water supplied by City of Kelowna Water only. They do not apply to the use of reclaimed or recycled water, grey water, rainwater harvested by the customer, or any other sources of water not supplied by the City of Kelowna. Customers are encouraged to utilize rainwater for appropriate uses such as garden irrigation.

\*\* These restrictions apply to all businesses supplied by the City of Kelowna. Any activity relating to irrigation, including the watering of plants for sale (nursery stock) or cemeteries, is required to adhere to the restrictions as they apply to the type of irrigation used by the business.

Schedule E - City of Kelowna Water Use Restriction Stage

<b>Public Institutional Water Use Restrictions*</b>		NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
		DESCRIPTION: Represents normal (i.e., average) conditions for local area. Water use restrictions focus on water use efficiencies and drought awareness.	DESCRIPTION: Primary objective of this stages is to inform the public of the potential for more severe drought to occur. If triggered by drought, represents early drought (drier than average) conditions for local area. Intent is to call this stage earlier in a cycle so that the potential to move to more severe stages is reduced.	DESCRIPTION: Represents low water supply conditions for local area or prolonged, moderate, drought conditions are established. Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.	DESCRIPTION: Represents very low water supply conditions or severe drought conditions for local area. Water use restrictions are necessary to maintain supplies during a period of critical water shortage.	DESCRIPTION: Strict water use restrictions are necessary to maintain critical supply. No spare water is available. Represents an emergency loss of supply during which water is spared for consumptive and sanitary purposes only. Fire protection may be compromised.
Goal:		Efficient on-going Water Use practices	10% Reduction in Total and Peak Use	20% Reduction in Total and Peak Use	35% Reduction in Total and Peak Use	Maintain Health of Community
ACTIVITY*		RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS
A	Municipal parks, sport fields, grassed boulevards, Cemeteries, school yards.	Sufficient and efficient water use to maintain healthy public space appropriate to its use in consultation with the water provider. Where practical irrigation should only occur between 7pm-10am	10% overall volume reduction consistent with an approved drought response plan.	20% overall volume reduction consistent with an approved drought response plan.	30% overall volume reduction consistent with an approved drought response plan.	All forms of irrigation are prohibited.
B	Maintenance, ground under repair and testing	Anytime	Anytime	Avoid irrigation between 10 am - 7 pm. Reduce maintenance to priority space	Avoid irrigation between 10 am - 7 pm. Reduce maintenance to priority space	No ground repair or testing.
C	Municipal Water Main Flushing and Hydrant Maintenance	No restrictions.	No restrictions.	Only for unscheduled safety or public health reasons. No routine flushing.	Only for unscheduled safety or public health reasons. No routine flushing.	Only for unscheduled safety or public health reason. No routine flushing.
D	Artificial Turf	Use spring loaded nozzle. No restrictions on fields with user activated switches.	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle. No restrictions on fields with user activated switches.	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle.	Cleaning, with a hose or sprinkler, permitted for health and safety only. Use spring-loaded nozzle.	All forms of cleaning of outdoor surfaces with City of Kelowna water are prohibited unless ordered by a regulatory authority (i.e., WCB, public health inspector, etc.).

\* These restrictions are for water supplied by City of Kelowna only. They do not apply to the use of reclaimed or recycled water, grey water, rainwater harvested by the customer, or any other sources of water not supplied by City of Kelowna. Customers are encouraged to utilize rainwater for appropriate uses such as garden irrigation.

Schedule E - City of Kelowna Water Use Restriction Stage

Agricultural Water Use Restrictions	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
	DESCRIPTION: Represents normal (i.e., average) conditions for local area. Water use restrictions focus on water use efficiencies and drought awareness.	DESCRIPTION: Primary objective of this stages is to inform the public of the potential for more severe drought to occur. If triggered by drought, represents early drought (drier than average) conditions for local area. Intent is to call this stage earlier in a cycle so that the potential to move to more severe stages is reduced.	DESCRIPTION: Represents low water supply conditions for local area or prolonged, moderate, drought conditions are established. Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.	DESCRIPTION: Represents very low water supply conditions or severe drought conditions for local area. Water use restrictions are necessary to maintain supplies during a period of critical water shortage.	DESCRIPTION: Strict water use restrictions are necessary to maintain critical supply. No spare water is available. Represents an emergency loss of supply during which water is spared for consumptive and sanitary purposes only
Goal:	Efficient on-going Water Use practices	10% Reduction in Total and Peak Use	20% Reduction in Total and Peak Use	35% Reduction in Total and Peak Use	Maintain Health of Community
ACTIVITY*	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS	RESTRICTION DETAILS
Crop Irrigation**	Maximum water use permitted per water allotment for season.	A 10% reduction of normal annual allotment.  Increased monitoring of allocation compliance and communication to encourage users to take voluntary conservation measures.	A 20% reduction in total annual water allotment.	A 35% reduction in total annual water allotment.	Mandatory water restrictions. Outdoor water use prohibited except water for livestock and minimal maintenance of perennial fruit trees.

\* These restrictions are for water supplied by the City of Kelowna only. They do not apply to the use of reclaimed or recycled water, grey water, rainwater harvested by the customer, or any other sources of water not supplied by the City of Kelowna.

\*\* Typical irrigation season is April 15 - September 15. The City of Kelowna reserves the right to change turn on and turn off dates, thereby affecting irrigation season duration, based on current water supply availability and drought forecasts. If the restriction stage is reduced during the growing season, customer allocation would be prorated based on the number of days the higher restriction level was instituted.

# CITY OF KELOWNA

## BYLAW NO. 11216

### Amendment No. 16 to Bylaw Notice Enforcement Bylaw No. 10475

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw No. 10475 be amended as follows:

1. THAT Schedule "A" be amended by adding the following in its appropriate location as follows:

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty Amount Where Compliance Agreement is Shown as "Yes")
<b>Water Use Restrictions Bylaw No. 11215</b>						
11215	Schedule A	Declared Restriction Station "Normal"	\$50.00	\$35.00	\$60.00	No
11215	Schedule A	Declared Restriction Station "Stage 1"	\$50.00	\$35.00	\$60.00	No
11215	Schedule A	Declared Restriction Station "Stage 2"	\$200.00	\$175.00	\$225.00	No
11215	Schedule A	Declared Restriction Station "Stage 3 or Stage 4"	\$400.00	\$350.00	\$500.00	No

2. This bylaw may be cited for all purposes as "Bylaw No. 11216 being Amendment No. 16 to Bylaw No. Bylaw Notice Enforcement Bylaw No. 10475."
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 18<sup>th</sup> day of April, 2016.

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11233

### Amendment No. 5 to Development Applications Fees Bylaw No. 10560

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Applications Fees Bylaw No. 10560 be amended as follows:

1. THAT **Schedule "A" - DEVELOPMENT APPLICATION FEES - TABLE 1** be deleted in its entirety and replaced with a new **Schedule "A" - DEVELOPMENT APPLICATION FEES - TABLE 1** as attached to and forming part of this bylaw;
2. AND THAT **Schedule "A" - DEVELOPMENT APPLICATION FEES - TABLE 2 FEES PURSUANT TO SUBDIVISION, DEVELOPMENT, AND SERVICING BYLAW NO. 7900 AND LAND TITLE ACT** be deleted in its entirety and replaced with a new **Schedule "A" - DEVELOPMENT APPLICATION FEES - TABLE 2 FEES PURSUANT TO SUBDIVISION, DEVELOPMENT, AND SERVICING BYLAW NO. 7900 AND LAND TITLE ACT** as attached to and forming part of this bylaw;
3. This bylaw may be cited for all purposes as "Bylaw No. 11233, being Amendment No. 5 to Development Applications Fees Bylaw No.10560."
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 18<sup>th</sup> day of April, 2016.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

- All fees and charges include relevant provincial and federal taxes unless otherwise stated.
- All fees and charges will increase annually by an amount no greater than the annual percentage increase of the Statistics Canada Consumer Price Index for British Columbia, with the first increase being on January 1, 2017. Annual fee increases are permitted until this bylaw is further amended or replaced.
- All fees and charges shall be calculated to the nearest dollar.

### DEVELOPMENT APPLICATION FEES - TABLE 1

Development Category	Application Fee
Area Structure Plans & Area Redevelopment Plans	\$8,375.00 base fee + \$75.00/ha
OCP Amendments	-
Major	\$3,250.00
Minor	\$1,750.00
Phased Development Agreement	\$2,800.00 + City's legal review fees
Zoning Amendments	
"C" for Carriage House	\$875.00
Bylaw Enforcement - Add 'C' for Carriage House	\$1,750.00
Add "t" Designation for Agri-Tourist Accommodation	\$1,300.00
RU6, RR & A1	\$1,375.00
Comprehensive Development Zone	\$3,250.00
Rezoning Extension Fee	\$450.00
All Other Zones	\$1,775.00
Text Amendments	\$1,400.00
Temporary Use Permit	\$1,700.00
Extension	\$1,700.00
Land Use Contracts	
Discharge	Free
Amendment	Free
Urban Design Development Permits	
Major	\$1,625.00
Minor Direct	\$900.00
Natural Environment Development Permits	
Multiple Lot	\$1,375.00 base + \$15.00/lot
Single Lot (Council Review)	\$1,625.00
Single Lot	\$900.00
Minor Direct	\$225.00
Temporary Farm Worker Housing Development Permit	
Major	\$700.00
Minor Direct	\$350.00
Farm Protection Development Permit	
Major	\$650.00
Minor Direct	\$425.00
Heritage	
Major Heritage Alteration Permit	\$1,300.00
Minor Heritage Alteration Permit	\$700.00



Heritage Revitalization Agreement	\$1,675.00
Heritage Conservation Covenant	Free
Heritage Designation	Free
ALR Applications (City retains \$300.00 of permit fees)	
Subdivision/Non-Farming	\$1,500.00
Application for Exclusion	\$1,500.00
Development Variance Permit	\$1,425.00 + \$100.00/additional variance
Pre-Application Meeting	One free meeting + \$200.00/additional meeting
Amended Development Permit	
Major (requires re-circulation)	\$700.00
Minor	\$550.00

<sup>1</sup> Refundable Amounts:

- (a) Development fees which are refunded prior to Council consideration are eligible for the cost of the development fee less 50% administrative costs.
- (b) No development fees will be refunded if the application has been submitted to Council.
- (c) Subdivision fees are non-refundable.
- (d) Board of Variance application withdrawn prior to preparing the appeal for advertising, and prior to circulation to City staff and Board of Variance members are eligible for a \$200.00 refund.

Liquor License Category <sup>2</sup>	Application Fee
Liquor License Application (Council resolution)	
New Liquor Primary License (100 persons or more)	\$700.00 + \$1,500.00 for notification
New Liquor Primary License (less than 100 persons)	\$450.00 + \$1,500.00 for notification
Change to Existing License	\$450.00 + \$1,500.00 for notification
Liquor License Application (No Council resolution)	\$50.00

<sup>2</sup> These application fees do not include rezoning and/or development permit application fees where required.

Administration Category	Proposed Application Fee
Public Hearing Advertising / Re-Advertising (when hearing cancelled by applicant)	\$500.00 minimum - If maps are required, additional costs will be incurred prior to Public Hearing.

Document Administration Fee <sup>3</sup> (restrictive covenants, utility right-of-ways, road reservation agreements, road exchanges, road closures, servicing agreements, developer initiated road name changes, quit claim documents excluding land use contracts, written response to inquiry etc.)  *Does not apply to documents forming part of a subdivision application.	\$150.00
Non-Standardized Legal Document Review	\$650.00 base + \$300.00 per hour (after 3 hours)
Land Title Office Registration	Free
Site Profile Fees	\$50.00
Board of Variance Application	\$1,050.00

<sup>3</sup> Requests for information not available in published form that require research will be charged a fee of \$30.00 per hour.

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## DEVELOPMENT FEES - TABLE 2

### FEES PURSUANT TO SUBDIVISION, DEVELOPMENT, AND SERVICING BYLAW NO. 7900 AND LAND TITLE ACT

Subdivision Category	Proposed Application Fee
Fee Simple Subdivision and Bare Land Strata Subdivisions (Preliminary Layout Review)	\$2,000.00 base fee + \$100.00/lot
Technical Subdivision Approval	\$350.00
Phased Strata Development	\$150.00
Form "P" Approval	\$300.00
Form "P" Re-approval	\$300.00
Preliminary Layout Review (PLR) Renewal	\$250.00 Per Year
Subdivision, Bare Land Strata, Phased Strata & Form "E" Final Re-Approval Fee	\$150.00
Building Strata Conversions	\$1,000.00 + \$100.00/unit over 5 units
Soil Removal/Deposit Permit (fines may apply to applications made after work has commenced)	\$250.00
Road Renaming Applications	\$500.00
Restrictive Covenant - review, change or removal	\$500.00
Airspace Parcel Subdivision	\$15,000.00
Document Administration Fee (including, but not limited to, No Build / No Disturb Covenant, Wildfire Covenant, and ALC Conservation Covenant)	\$150.00