

**City of Kelowna**  
**Regular Council Meeting**  
**AGENDA**



Monday, March 13, 2023  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

**Pages**

**1. Call to Order**

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

This Meeting is open to the public and all representations to Council form part of the public record. A live audio-video feed is being broadcast and recorded on kelowna.ca.

**2. Confirmation of Minutes**

5 - 9

PM Meeting - March 6, 2023

**3. Public in Attendance**

**3.1 Central Okanagan Integrated Transportation Strategy (Provincial Delegation)**

10 - 37

The province will present key findings and recommendations from the Central Okanagan Integrated Transportation Strategy (CO-ITS).

**4. Development Application Reports & Related Bylaws**

**4.1 Old Vernon Rd 982 - A19-0018 - Manraj K. Kandola and Jeetender S. Kandola**

38 - 138

To support an application to the Agricultural Land Commission for a Non-Farm Use to allow for a commercial aggregate / soil amendment processing operation, and tree services equipment storage.

**4.2 Russo Street 4195 - Z22-0044 (BL12498) - Natonia Mae Sigurdson and Shane Bernard Cartier**

139 - 153

To rezone the subject property from the RU2 – Medium Lot Housing zone to the RU2c – Medium Lot Housing with Carriage House zone to facilitate the construction of a carriage house.

|              |   |           |
|--------------|---|-----------|
| <b>4.3</b>   | <b>Rezoning Bylaws Supplemental Report to Council</b>   | 154 - 155 |
|              | To receive a summary of notice of first reading for Rezoning Bylaws No. 12482, 12484, 12485 and 12486 and to give the bylaws further reading consideration.                                     |           |
| <b>4.4</b>   | <b>Rezoning Bylaw Readings</b>  |           |
|              | To give first, second and third reading to rezoning bylaws.   |           |
|              | The following bylaws will be read together unless Council wants to separate one of the bylaws.  |           |
| <b>4.4.1</b> | <b>Fuller Rd 4644 - BL12482 (Z22-0057) - James Davidson and Anne Davidson</b>   | 156 - 156 |
|              | To give Bylaw No. 12482 first, second and third reading in order to rezone the subject property from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone. |           |
| <b>4.4.2</b> | <b>Coronation Ave 979 983 - BL12484 (Z22-0075) - 979 Coronation GP Ltd. &amp; Jamie Dennis Haynes</b>   | 157 - 157 |
|              | To give Bylaw No. 12484 first, second and third reading in order to rezone the subject properties from the MF1 – Infill Housing zone to the MF2 – Townhouse Housing zone.                       |           |
| <b>4.4.3</b> | <b>Graham Rd 1385 - BL12485 (Z22-0074) - Gurmit Singh Mann</b>  | 158 - 158 |
|              | To give Bylaw No. 12485 first, second and third reading in order to rezone the subject property from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone.                         |           |
| <b>4.4.4</b> | <b>Temple Ct 252 - BL12486 (Z22-0045) - Giovanni Lenza and Stonewood Development Corp., Inc.No. BCo671615</b>   | 159 - 159 |
|              | To give Bylaw No. 12486 first, second and third reading in order to rezone the subject property from the RU2 – Medium Lot Housing zone to the MF2 – Townhouse Housing zone.                     |           |
| <b>4.5</b>   | <b>TA22-0014 -Amendments to Multiple Sections of Zoning Bylaw 1 of 3 - City of Kelowna</b>  | 160 - 286 |
|              | To amend the Zoning Bylaw No. 12375 Part 1 of 3 as per the Zoning Bylaw Transition Plan   |           |
| <b>4.6</b>   | <b>BL 12497 (TA22-0014) - Amendments to Multiple Sections of Zoning Bylaw 1 of 3 - City of Kelowna</b>  | 287 - 323 |
|              | To give Bylaw No. 12497 first reading in order to amend sections of the Zoning Bylaw.   |           |



|     |  |           |
|-----|--|-----------|
| 4.7 | <b>Osprey Ave 453 - DP22-0194 - 1347431 BC Ltd., Inc.No. BC1347431</b>   | 324 - 376 |
|     | To issue a Development Permit for the form and character of apartment housing.   |           |
| 5.  | <b>Bylaws for Adoption (Development Related)</b>   |           |
| 5.1 | <b>Hilltown Drive 3500 - BL 12477 (OCP23-0002) - Grant Wayne Gaucher and Lorrie Ann Rockl</b>  | 377 - 378 |
|     | <b>Requires a majority of all members of Council (5).</b>  |           |
|     | To adopt Bylaw No. 12477 in order to change the future land use of portions of the subject property from the S-RES - Suburban Residential designation to the R-AGR - Rural - Agricultural and Resource designation.                  |           |
| 5.2 | <b>Hilltown Drive 3500 - BL12478 (Z22-0076) - Grant Wayne Gaucher and Lorrie Ann Rockl</b>   | 379 - 380 |
|     | To adopt Bylaw No. 12478 in order to rezone the subject property from the A2 - Agriculture / Rural Residential zone and the CD18 - McKinley Beach Resort zone to the A2c - Agriculture / Rural Residential with Carriage House zone. |           |
| 6.  | <b>Non-Development Reports &amp; Related Bylaws</b>  |           |
| 6.1 | <b>Emergency Mutual Aid Agreement</b>  | 381 - 391 |
|     | To renew the Emergency Mutual Aid Agreement that is in place between local fire departments within the Central Okanagan Regional District.   |           |
| 6.2 | <b>Amendment No. 13 to Solid Waste Management Bylaw No. 10106</b>  | 392 - 409 |
|     | To amend the Solid Waste Management Regulation Bylaw to update the fee schedules for selected wastes.  |           |
| 6.3 | <b>BL12488 - Amendment No. 13 to the Solid Waste Bylaw No. 10106</b>   | 410 - 412 |
|     | To give Bylaw No. 12488 first, second and third reading.   |           |
| 6.4 | <b>Sewer Permit Agreement between Kelowna, Okanagan Indian Band, and Canada</b>  | 413 - 491 |
|     | To secure the right of way of a City owned and operated sewer via an agreement with the Okanagan Indian Band and the Government of Canada..  |           |
| 6.5 | <b>Poverty Reduction Planning and Action Grant Funding</b>   | 492 - 494 |
|     | To inform Council of the Poverty Reduction Planning and Action Grant, and to receive support to apply for the grant funding.   |           |

**6.6 Crown Tenure Mission Creek Greenway - License of Occupation** 495 - 529

To secure an interest on behalf of the City over those lands identified in the attached License of Occupation for a portion of the Mission Creek Greenway.

**7. Bylaws for Adoption (Non-Development Related)**

**7.1 BL12480 - Kelowna International Airport Terminal Building Expansion Loan Authorization Bylaw** 530 - 531

To adopt Bylaw No. 12480.

**7.2 BL11606 - Road Closure Bylaw - Adjacent to 4020 Lakeshore Rd** 532 - 533

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

To adopt Bylaw No. 11606.

**7.3 BL11607 - Road Closure Bylaw - Adjacent to 4058 Lakeshore Rd** 534 - 535

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

To adopt Bylaw No. 11607.

**7.4 BL11609 - Road Closure Bylaw - Adjacent to 4004 Bluebird Rd** 536 - 537

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

To adopt Bylaw No. 11609.

**8. Mayor and Councillor Items**

**9. Termination**



**City of Kelowna  
Regular Council Meeting  
Minutes**

|                              |   |
|------------------------------|---|
| Date:                        | Monday, March 6, 2023   |
| Location:                    | Council Chamber<br>City Hall, 1435 Water Street   |
| Members Present              | Mayor Tom Dyas, Councillors Ron Cannan, Maxine DeHart, Charlie Hodge, Gord Lovegrove, Mohini Singh, Luke Stack, Rick Webber and Loyal Wooldridge  |
| Staff Present                | City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Divisional Director, Planning & Development Services, Ryan Smith*, Development Planning Department Manager, Terry Barton*; Long Range Policy Planning Manager, Robert Miles*; Planner Specialist, Adam Cseke*; General Manager, Infrastructure, Mac Logan*; Strategic Transportation Planning Manager, Mariah VanZerr*; Mobility Specialist, Cameron Noonan* |
| Staff participating Remotely | Legislative Coordinator (Confidential), Arlene McClelland   |
| Guest                        | Catherine Knaus*, Director of Public Affairs, Ipsos   |

(\* Denotes partial attendance)

**1. Call to Order**

Mayor Dyas called the meeting to order at 1:30 p.m.

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

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

**2. Confirmation of Minutes**

Moved By Councillor Wooldridge/Seconded By Councillor DeHart

THAT the Minutes of the Regular Meetings of February 27, 2023 be confirmed as circulated.

**Carried**

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

### 3.1 Gordon Dr 4998 – OCP22-0007 (BL12474) – 0954654 BC LTD

Staff:

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

Moved By Councillor Cannan/Seconded By Councillor Singh

THAT Official Community Plan Map Amendment Application No. OCP22-0007 to amend Map 3.1 in the Kelowna 2040 – Official Community Plan Bylaw No. 12300 by changing the Future Land Use designation of Lot 1 District Lot 579 ODYD Plan EPP45189, located at 4998 Gordon Drive, Kelowna, BC from S-MU – Suburban-Multiple Unit to VC – Village Centre, as outlined in the Report from the Policy & Planning Department dated March 6, 2023, be considered by Council;

AND THAT the Official Community Plan Amending Bylaw No.12474 be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT the requirement to hold a Public Information Session, conduct Neighbour Consultation and post a Development Notice Sign, prior to the Official Community Plan Map Amending Bylaw receiving first reading, in accordance with the *Local Government Act*, and the City of Kelowna's Development Application and Heritage Procedures Bylaw No. 12310, be waived.

Carried

### 3.2 Gordon Dr 4998 BL12474 (OCP22-0007) - 0954654 BC LTD

Moved By Councillor Wooldridge/Seconded By Councillor DeHart

THAT Bylaw No. 12474 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

### 3.3 OCP Amendment regarding Temporary Use Permit Designation - OCP23-0003 (BL12496) - City of Kelowna

Staff:

- Provided an overview of temporary use permits, provided rationale for the proposed amendment and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Webber

THAT Official Community Plan Amendment OCP23-0003 to amend Kelowna 2040 – Official Community Plan Bylaw No. 12300 as outlined in the Report from the Development Planning Department dated March 6, 2023, be considered by Council;

AND THAT the Official Community Plan Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT Council considers the Public Hearing to be appropriate consultation for the Purpose of Section 475 of the Local Government Act, as outlined in the Report from the Development Planning Department dated March 6, 2023.

Carried



**3.4 OCP Amendment regarding Temporary Use Permit Designation - OCP23-0003 (BL12496) - City of Kelowna**

Moved By Councillor DeHart/Seconded By Councillor Wooldridge

THAT Bylaw No. 12496 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

**3.5 Multiple Properties - Z22-0081 (BL12493, 12494, 12495) - Various Owners**

Staff:

- Displayed a PowerPoint Presentation summarizing the application, identifying properties under consideration, and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

THAT Rezoning Application No. Z22-0081 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of several parcels described in Schedule 'A' be considered by Council;

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

AND THAT final adoption of Rezoning Bylaws 12493 and 12494 be considered subsequent to the approval of the Ministry of Transportation and Infrastructure.

Carried

**3.6 Multiple Properties - Rezoning Bylaws**

- 3.6.1 Multiple Properties - BL12493 (Z22-0081) - Various Owners
- 3.6.2 Multiple Properties - BL12494 (Z22-0081) - Various Owners
- 3.6.3 Multiple Properties - BL12495 (Z22-0081) - Various Owners

Moved By Councillor Wooldridge/Seconded By Councillor DeHart

THAT Bylaw Nos. 12493, 12494 and 12495 be read a first time.

Carried

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

**4.1 2022 Planning & Development Statistics**

Staff:

- Displayed a PowerPoint Presentation summarizing the 2022 construction and development statistics and responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Wooldridge

THAT Council receives, for information, the report from the Planning and Development Services department dated March 6, 2023, with information relating to Planning and Development Statistics.

Carried

The meeting recessed at 2:31 p.m.

The meeting reconvened at 2:40 p.m.

#### **4.2 Transportation Citizen Survey**

Staff:

- Provided introductory remarks and introduced Catherine Knaus, Director of Public Affairs, Ipsos.

Catherine Knaus, Director of Public Affairs, Ipsos, participating remotely

- Shared a PowerPoint Presentation identifying the results of the 2022 Transportation Citizen Survey.
- Spoke to objectives of understanding residents' perceptions of local transportation issues and methodology.
- Spoke to important transportation issues, what do residents feel are issues today.
- Spoke to factors contributing to traffic congestion and congestion solutions.
- Spoke to residents thoughts of getting around Kelowna today vs. three years ago.
- Outlined modes of transportation residents are using.
- Commented on the importance of investing in or promoting sustainable modes of transportation.
- Commented that a high level summary and detailed report has been provided to City staff.
- Responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Wooldridge

THAT Council receives, for information, the report from Integrated Transportation, dated March 6, 2023, with regard to the results of the 2022 Transportation Citizen Survey;

AND THAT Council directs staff to pursue further Transportation Citizen Surveys on a biennial basis.

Carried

#### **5. Mayor and Councillor Items**

Councillor DeHart:

- Spoke to their attendance representing the City at the Central Okanagan Heritage Awards and acknowledged the Award presented to the City for the downtown Fire Hall.

Councillor Cannan:

- Spoke to the Highway 97 Pedestrian Overpass at Central Green and questioned the timing for Request for Proposal and whether Council should wait until the Ministry of Transportation provide a presentation.

City Manager:

- The project is significantly advanced as it is a requirement of the Central Green development from a few years ago.

Councillor Singh:

- Spoke to International Women's Day Proclamation and presented Mayor Dyas with a framed copy of a Proclamation he signed at the request of the North Okanagan Labour Council.

Councillor Lovegrove:

- Participated in the Fridays for Future lead by UBCO students to raise awareness of the climate crisis and also the importance of tree canopy.

Councillor Hodge

- Spoke to their attendance at the SILGA Seminar and noted it was well attended by area Mayors and Councillors.

**6. Termination**

This meeting was declared terminated at 3:23 p.m.

\_\_\_\_\_  
Mayor Dyas

/acm



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City Clerk

DRAFT

# Report to Council



**Date:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Central Okanagan Integrated Transportation Strategy - Final Report (Provincial Delegation)  
**Department:** Integrated Transportation

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**Recommendation:**

THAT Council receives, for information, the report from Integrated Transportation, dated March 13, 2023, with regards to the Final Report for the province’s Central Okanagan Integrated Transportation Strategy (Provincial Delegation).

**Purpose:**

The province will present key findings and recommendations from the Central Okanagan Integrated Transportation Strategy (CO-ITS).

**Background:**

The BC Ministry of Transportation and Infrastructure (MoTI) launched the [Central Okanagan Integrated Transportation Strategy \(CO-ITS\)](#) in early 2021. CO-ITS is the next phase of the Central Okanagan Planning Study (COPS) and the next step in the development of an integrated plan to improve the primary highway corridor through the Central Okanagan.

The Strategy builds upon recent transportation plans and studies conducted in the region, including the Central Okanagan’s first [Regional Transportation Plan](#) (endorsed by all six of the Central Okanagan governments in late Nov/Dec 2020). It has also been informed by the Okanagan Gateway Transportation Study (2020) and the Highway 97 Lake Country Planning Study (2020).

The province has engaged City of Kelowna staff throughout the development of CO-ITS. Kelowna staff members have served on the CO-ITS Technical Advisory Committee, and the province has also held multiple cross-departmental workshops with City staff to review and provide feedback at key milestones.

**Discussion:**

The CO-ITS draft findings and recommendations are summarized in the attached presentation and will be presented to Council by MoTI.

The presentation highlights several key recommendations that are consistent with provincial policy and the [CleanBC Roadmap to 2030](#) - which identifies provincial targets for reducing distance driven and a shift to sustainable mode of transportation. The presentation also highlights recommendations that are



aligned with City policy and adopted plans, including the 2040 Official Community Plan (OCP), 2040 Transportation Master Plan (TMP), and the Regional Transportation Plan (RTP). Key highlights include:

- Recommending a functional classification system for the highway that recognizes the various urban, semi-urban and rural land use contexts that Highway 97 traverses through Kelowna and the region. This aligns with similar approaches in the 2040 OCP and TMP and will help ensure the surrounding land use context is appropriately considered in highway planning and design.
- Recommendations for several roadway improvements, such as Commonwealth Road, the Clement Ave Extension, and road improvements near the Kelowna International Airport. These projects are also recommended in Kelowna's plans and will help improve the safe and efficient movement of both people and goods.
- Recommendations to improve the people moving capacity of the highway corridor by building transit ridership, making transit more efficient and convenient, and improving access to transit through mobility hubs. Example projects include consideration of an eastbound bus-only lane on the WR Bennett Bridge, and median transit lanes along the highway in Kelowna (which is consistent with recommendations in the RTP and TMP).
- Recommendations that support improvements to active transportation infrastructure, such as the Bertram multi-use overpass, and completion of the Okanagan Rail Trail north of the Kelowna International Airport. These projects are consistent with Kelowna's plans and will improve active transportation connections both across and parallel to the highway.

As an integrated strategy, CO-ITS includes recommendations that will be led and supported by various organizations, including the province and Central Okanagan governments.

**Conclusion:**

Helping move more people and goods throughout our City can be challenging in the face of population growth. It can be even more challenging to improve mobility while also aligning with CleanBC's sustainable transportation targets. Both CO-ITS and the City's plans take an approach that aims to balance these objectives.

The City has been looking to the province for many years to understand its priorities for improvements along the highway corridor. While it has taken time, the approach taken by the province has been to allow Central Okanagan governments to complete their own Regional Transportation Plan before completing provincial planning work. The result is a provincial strategy for the highway that incorporates feedback from Central Okanagan governments, including the City of Kelowna, and will help us advance and implement our own plans.

The completion of CO-ITS marks a major milestone many years in the making. With provincial and municipal priorities in place and aligned, the path forward to fund, design and build the critical transportation infrastructure needed to support our growing community is now in place and next steps can be advanced.

**Internal Circulation:**

Communications  
Infrastructure  
Planning & Development Services

**Considerations applicable to this report:**

**Existing Policy:**

**TMP Policy 3.1** - Work towards higher capacity transit on Harvey Avenue by building up existing bus service, directing new residents and jobs near stops, and collaborating with the Ministry of Transportation and Infrastructure.

**TMP Policy 6.1** – Work with the Province to strengthen Harvey Avenue as a multi-modal transportation corridor that can safely and efficiently move people and goods as the region grows. Seek to integrate Harvey into the surrounding transportation network, with strong bicycle and pedestrian connections to transit, as well as parallel roads to help take local vehicle trips off the highway.

**OCP Policy 5.2.1. Transit Supportive Corridor Densities.**

Encourage development that works toward a long term population density of between 50 – 100 people per hectare within 200 metres of each corridor to achieve densities that support improved transit service and local services and amenities. Discourage underdevelopment of properties along Transit Supportive Corridors.

**Considerations not applicable to this report:**

Communications Comments:

Existing Policy:

External Agency/Public Comments:

Financial/Budgetary Considerations:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

**Submitted by:** M. VanZerr, Strategic Transportation Planning Manager

**Approved for inclusion:** M. Logan, Infrastructure General Manager

Attachment 1 - Central Okanagan Integrated Transportation Strategy - Presentation

cc: Divisional Director, Corporate Strategic Services  
Divisional Director, Planning & Development Services

# Central Okanagan Integrated Transportation Strategy (CO-ITS)

**Council – Final Update**

January 2023



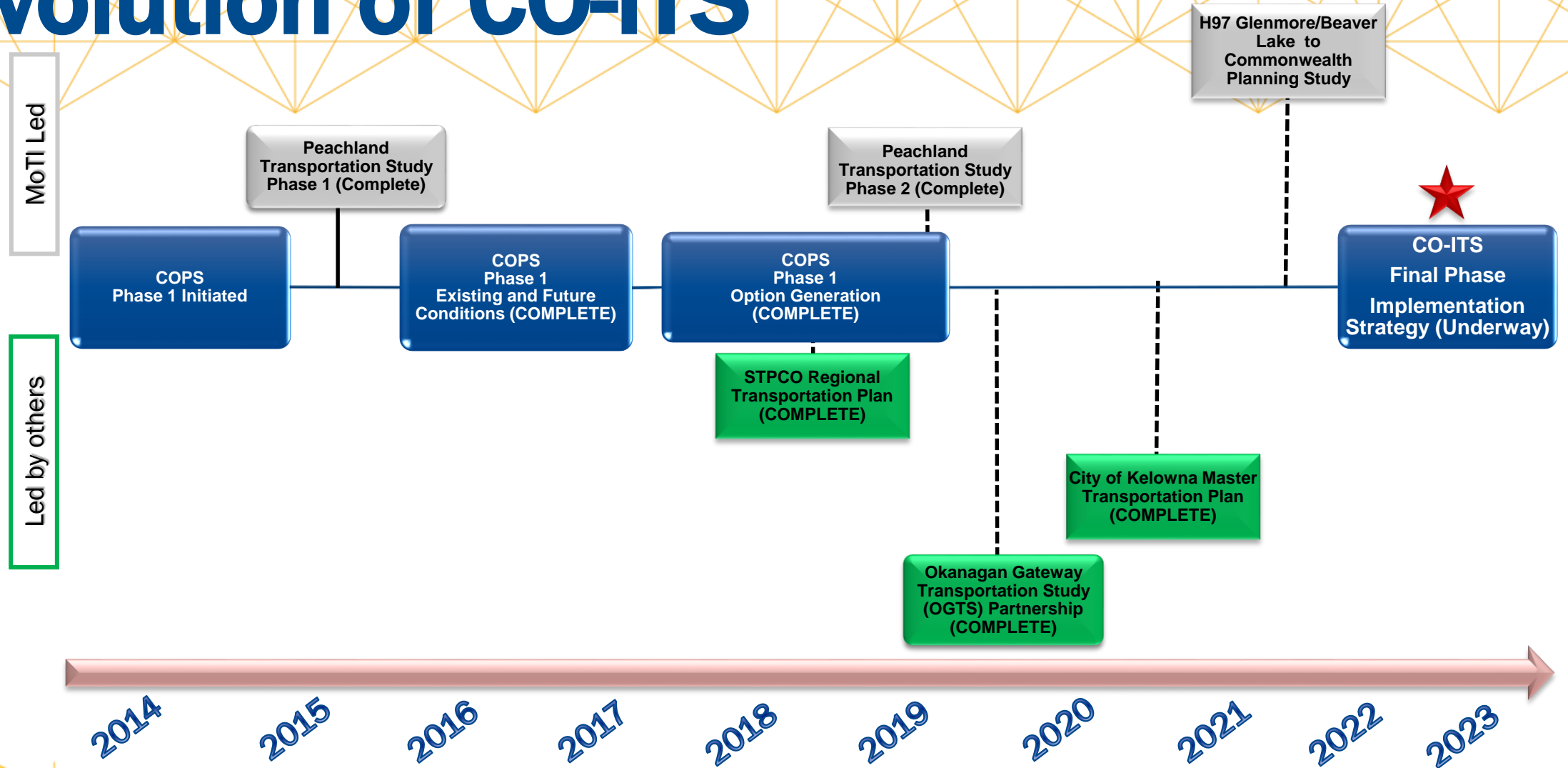
Ministry of  
Transportation  
and Infrastructure

# AGENDA

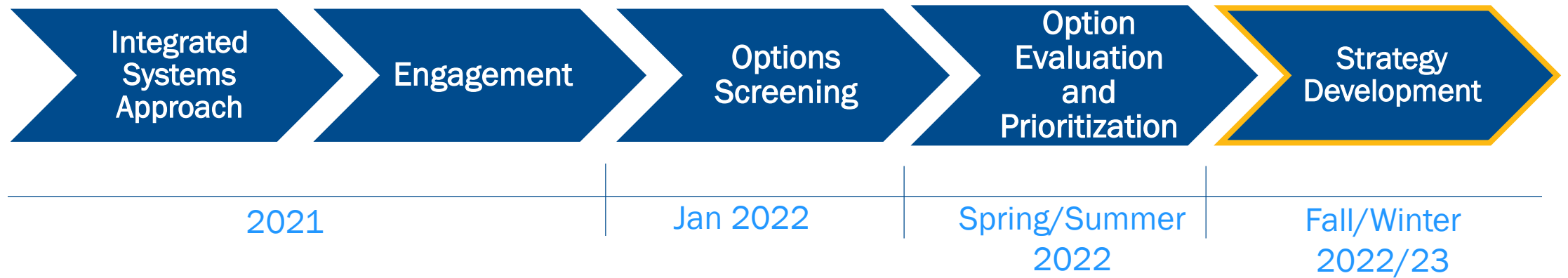
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- Evolution of CO-ITS
- Project Status
- Guiding Principles
- Functional Classification & Land Use
- Equity, Diversity & Inclusion
- Integrated Engagement Strategy
- Options Strategy
- Priorities
- Project Development Stages
- Next Steps

# Evolution of CO-ITS

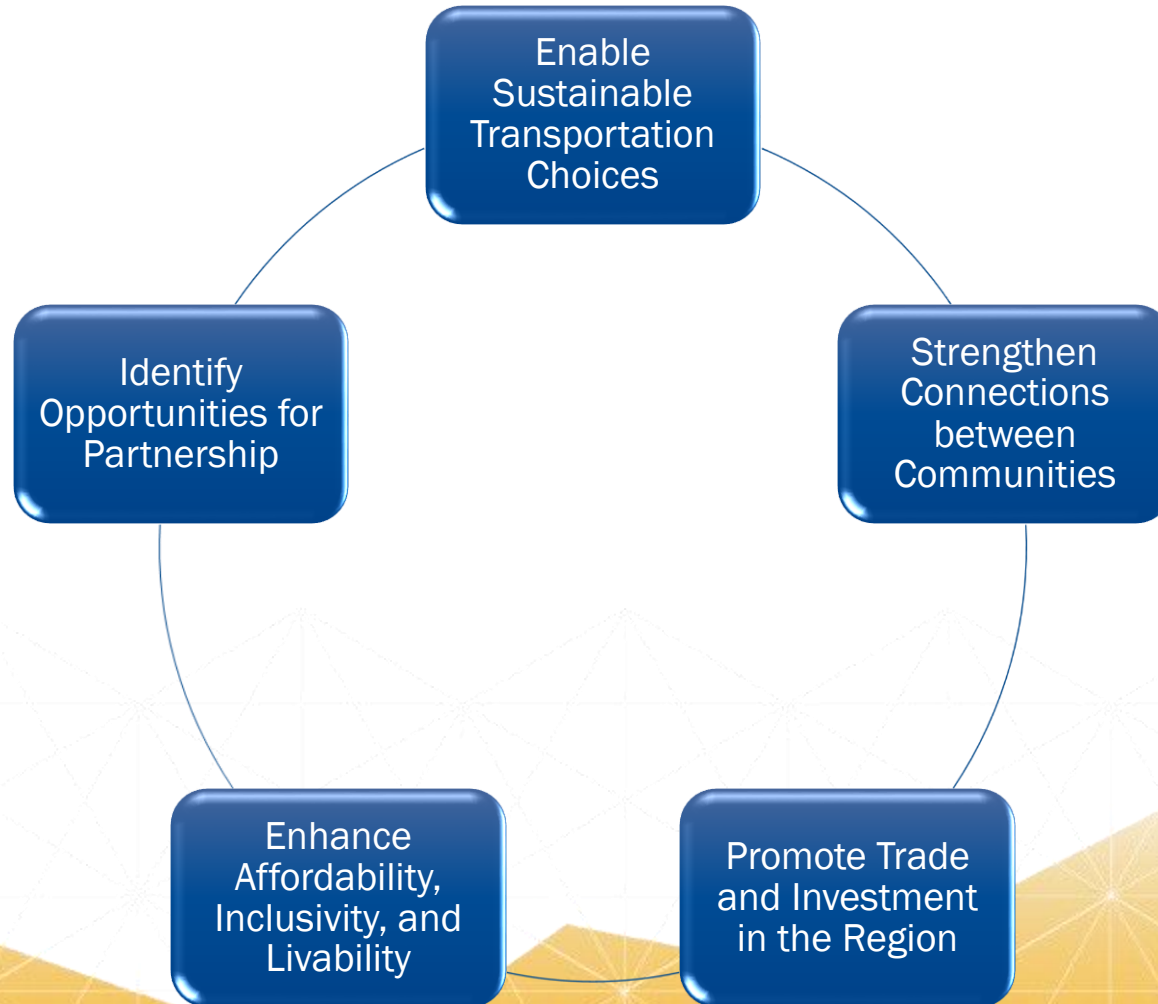


# CO-ITS Project Status



# Guiding Principles

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# Diversity and Inclusion (GBA+)



- Mainstreaming GBA+ throughout project
- Focused workshop
- Disaggregated data collection and analysis
- Geographic analysis
- Engagement with identified sub-group organizations
- GBA+ indicators for project evaluation

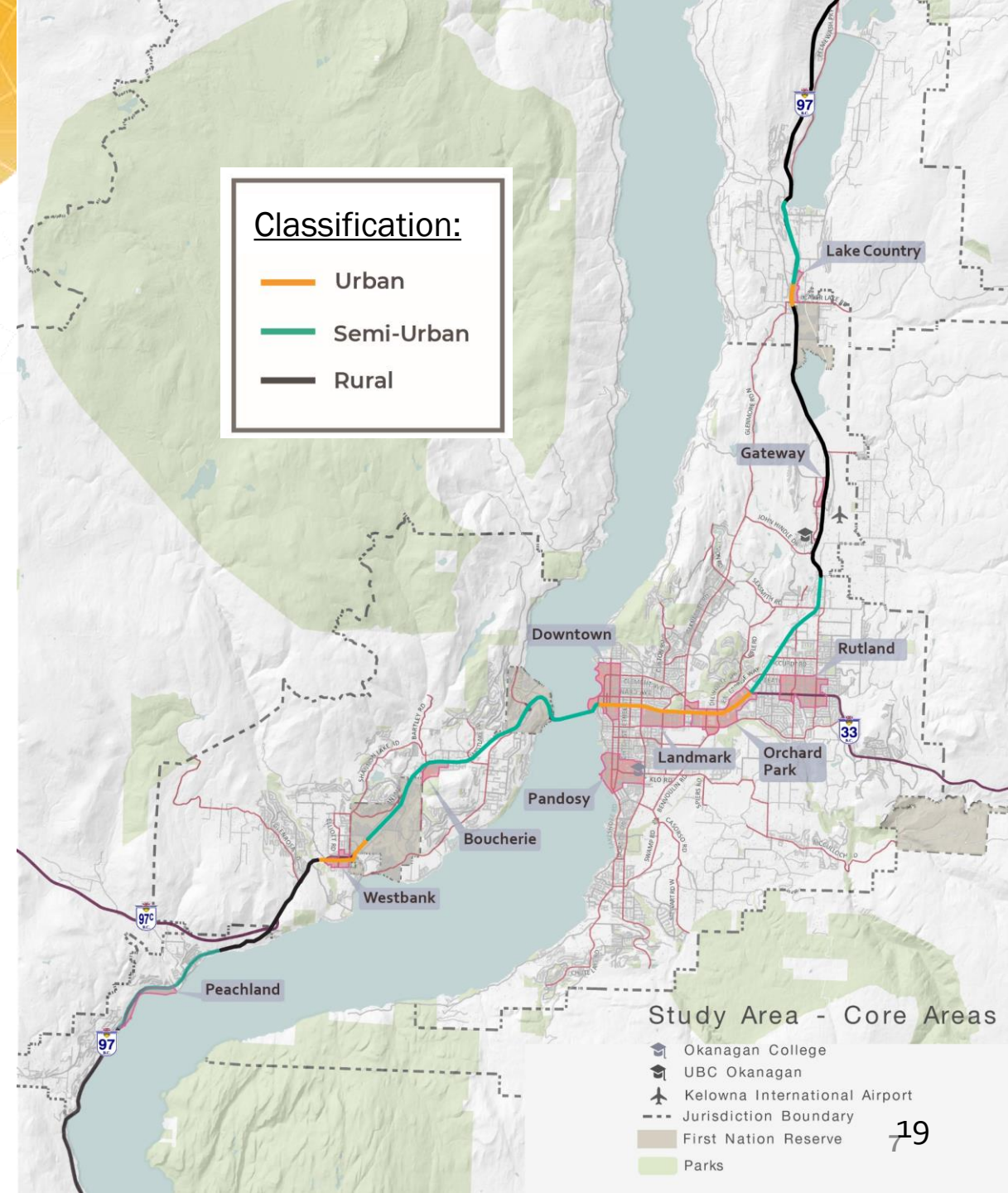
## Sub-groups Engaged :

- Lake Country Health
- Accessible Okanagan
- Pathways Ability Society
- Interior Health
- Westside Network
- UBC Students Union
- Okanagan Family & Childcare Society
- John Howard Society
- Kelowna Community Resources
- City of Kelowna – Recreation



# Functional Classification

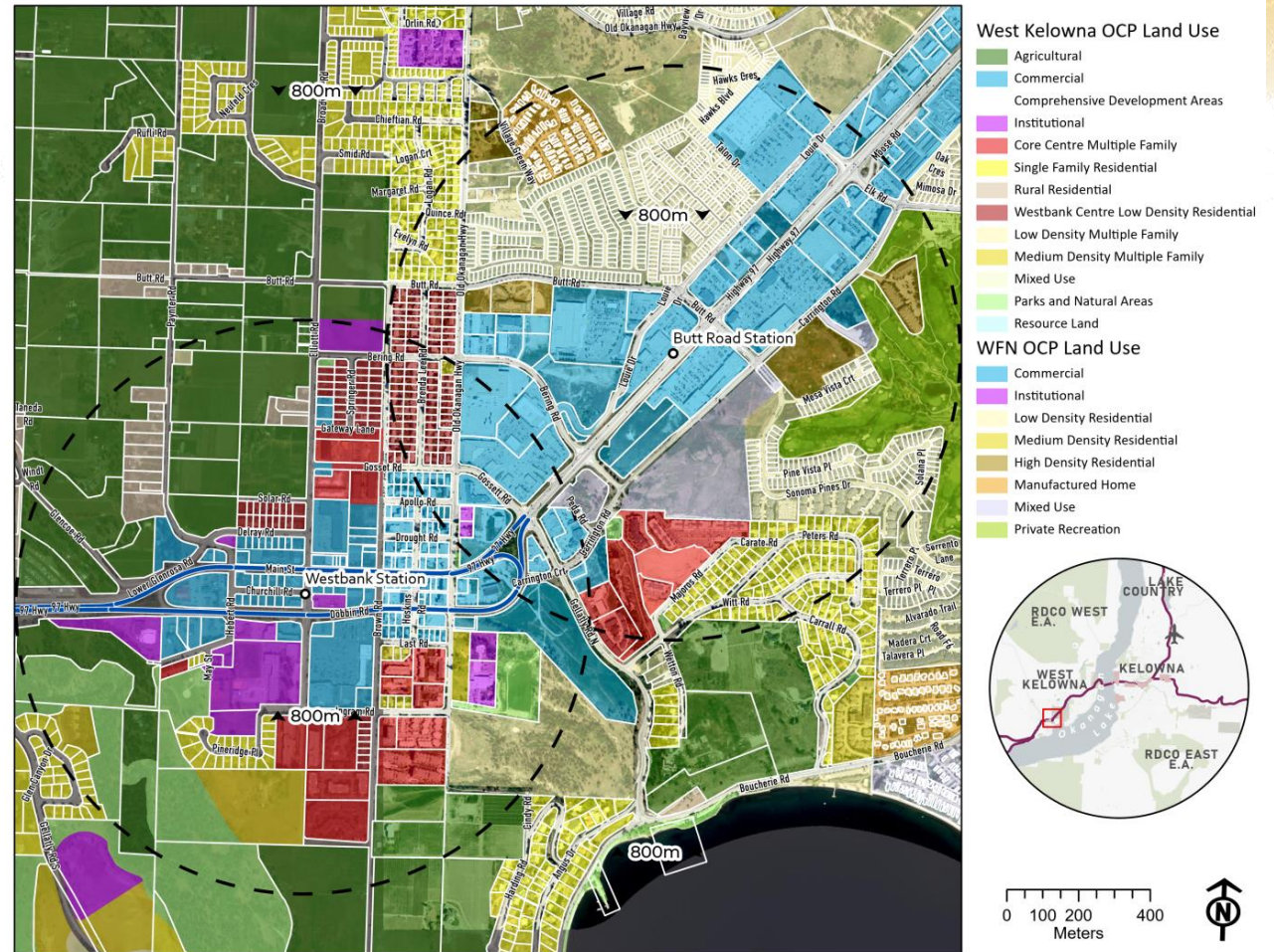
- Informs the planning, design and operation of the corridor
- CO-ITS proposes a new functional classification system for Highway 97
  - Updated based on feedback from local communities
  - Moved away from the vision of a uniform, highspeed freeway through the region
- Highway 97 transitions between rural, semi-urban and urban functionality



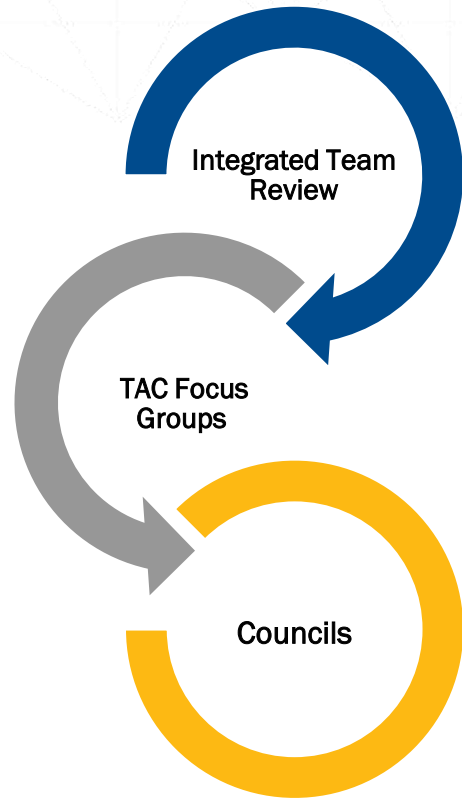


# Land Use

- Densification of urban centres to support transit-oriented development
- Enhance more affordable and sustainable transportation choices
- Align highway form with local context
- Identify opportunities for partnerships, including strategic land acquisitions



# Integrated Engagement Strategy



## Integrated Team

- Ministry of Transportation and Infrastructure
- Municipal and Regional Governments
- Indigenous Governments
- BC Transit



# Options Strategy

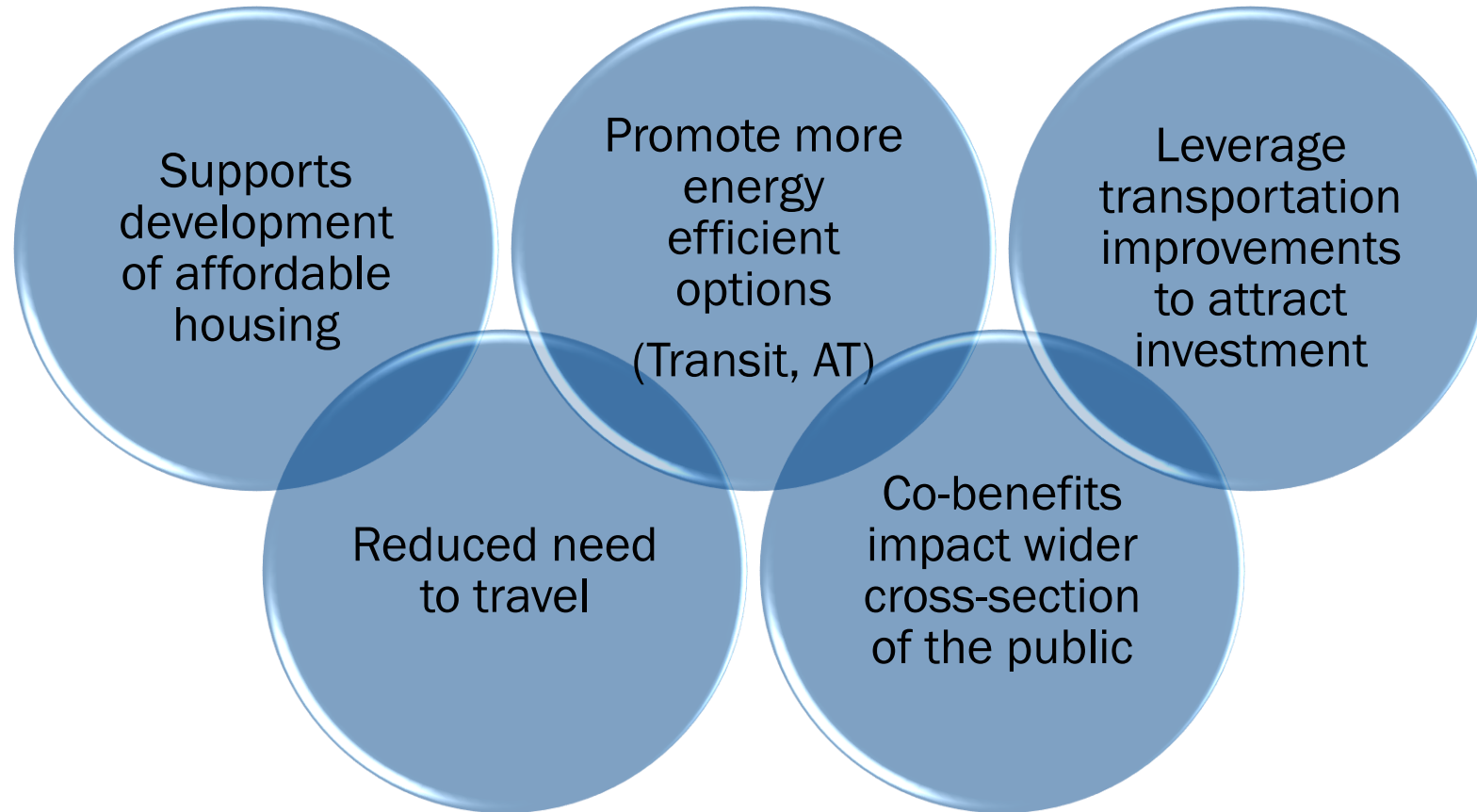


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# Themes



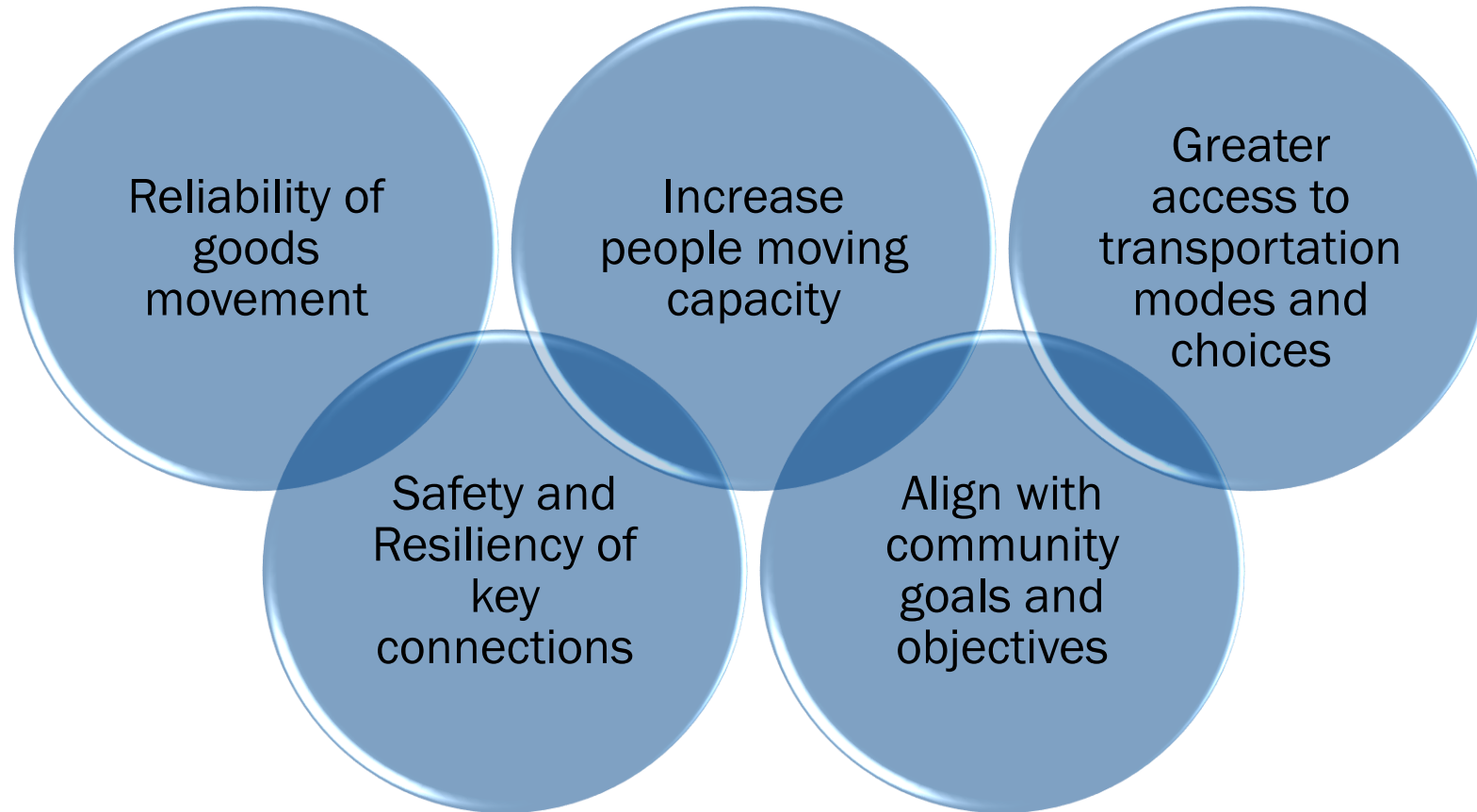
# Integrated Land Use & Supportive Policies



# Integrated Land Use & Supportive Policies

Collaborative, systems-based approach to transportation planning

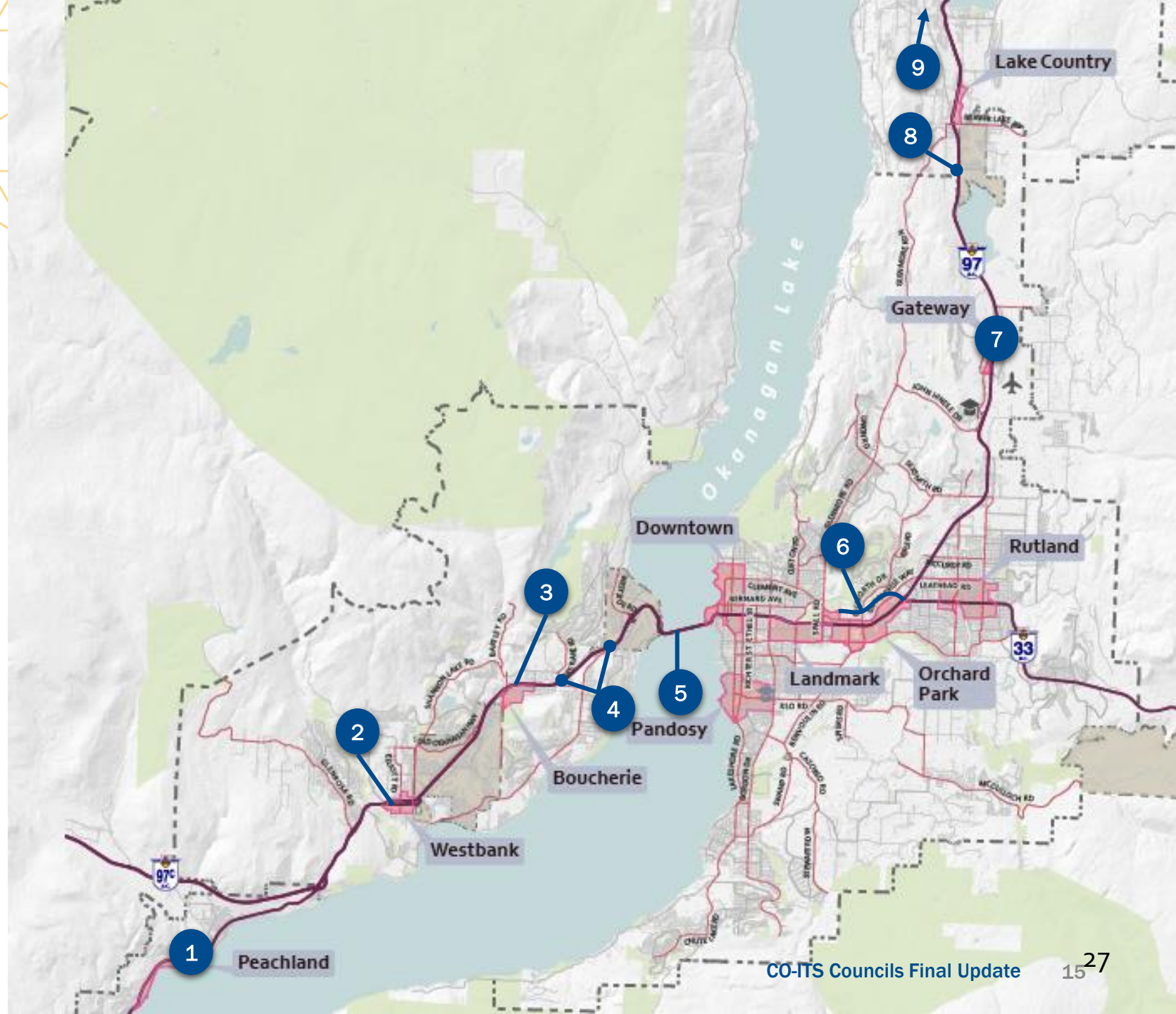
# Roads



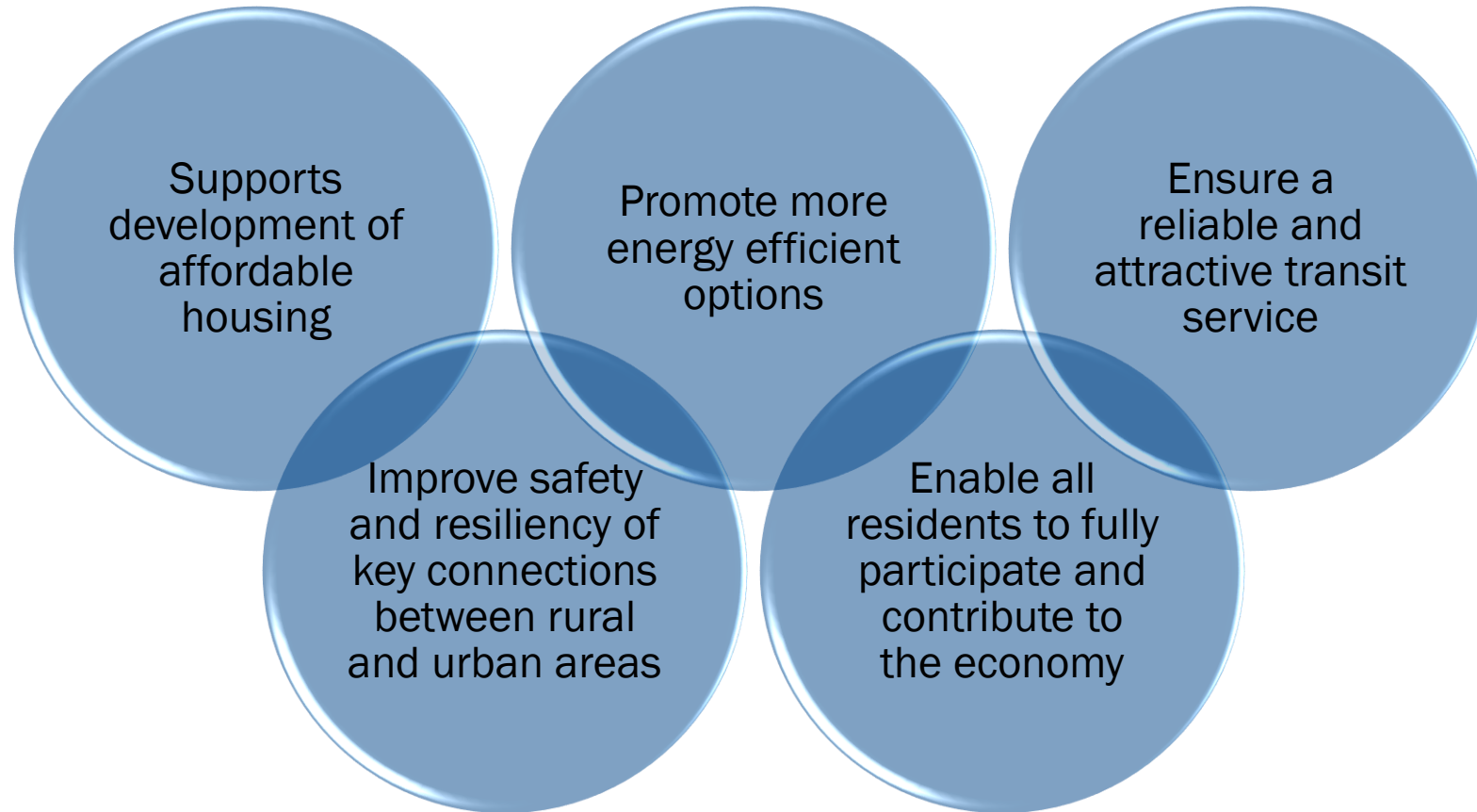


# Roads

1. Highway 97 Peachland Improvements
2. Highway 97 Couplet Removal
3. Boucherie Centre Improvements
4. Boucherie and Westlake Interchanges
5. W.R. Bennett Bridge Improvements\*
6. Clement Avenue Extension
7. Gateway Improvements
8. Commonwealth Road Improvements
9. Highway 97 / Crystal Waters Road



# Transit

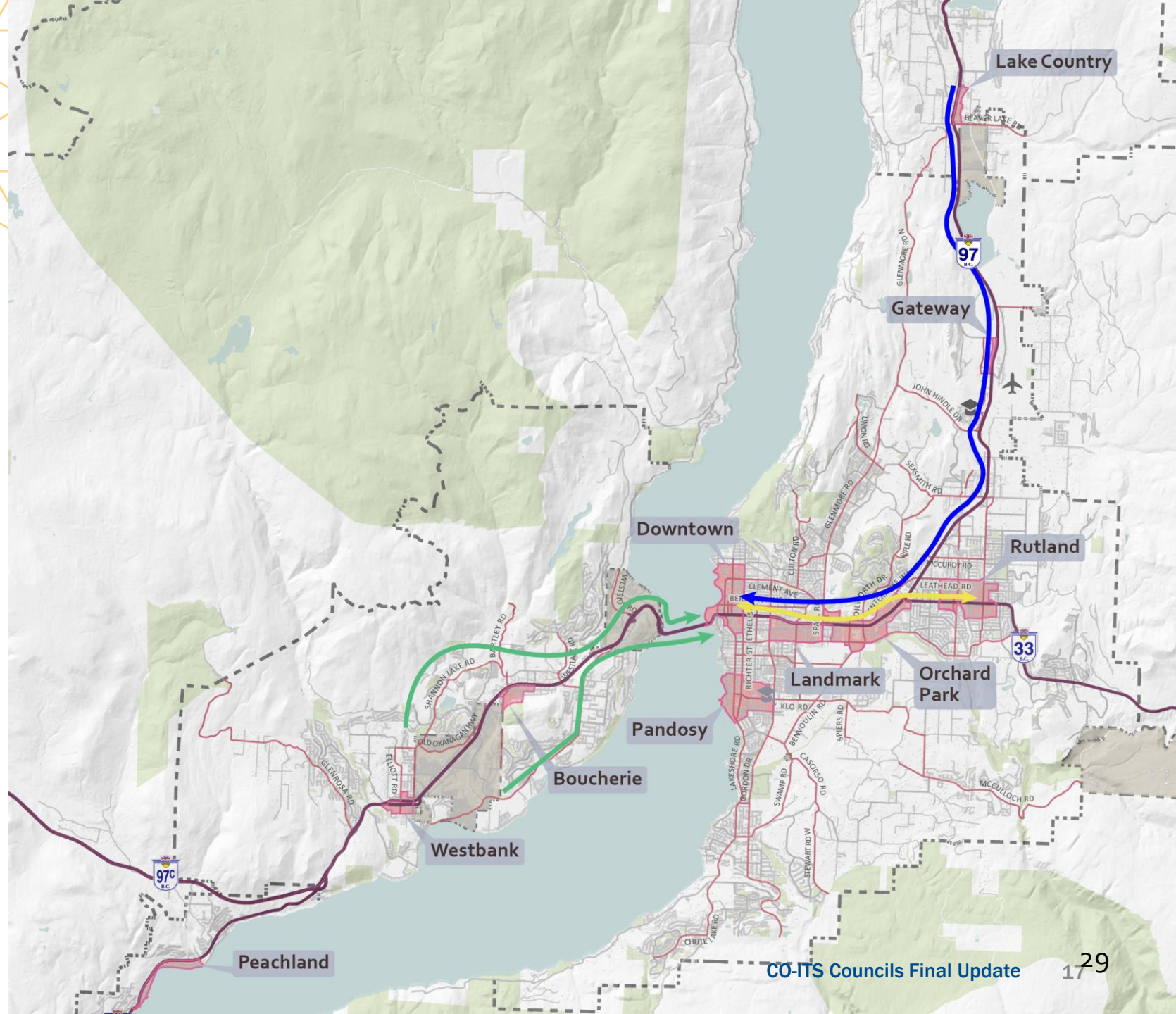




# Transit

## Build transit ridership

1. “Across the Lake” West Kelowna to Downtown
2. Downtown - Orchard Park - Rutland
3. Lake Country - Orchard Park - Downtown



Ministry of  
Transportation  
and Infrastructure



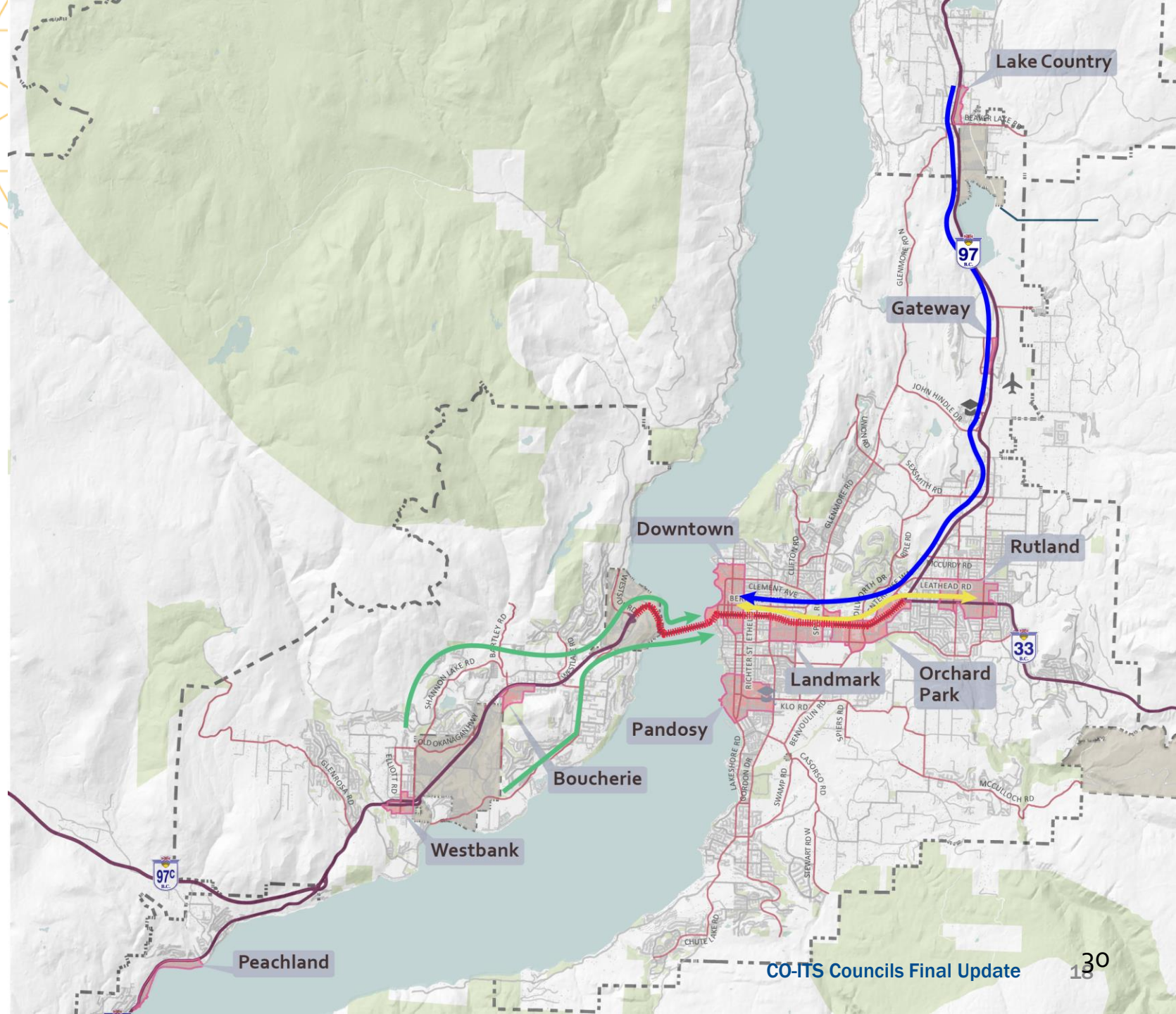
# Transit

## Build transit ridership

1. “Across the Lake” West Kelowna to Downtown
2. Downtown - Orchard Park - Rutland”
3. Lake Country - Orchard Park - Downtown

## Make transit more efficient and convenient

4. Eastbound Shoulder Bus Lanes
5. WR Bennett Bridge (Eastbound Bus-Only Lane)
6. Transit Priority (Abbott to Highway 33)
7. Transit Priority (Median Transit Lane)





# Transit

## Build transit ridership

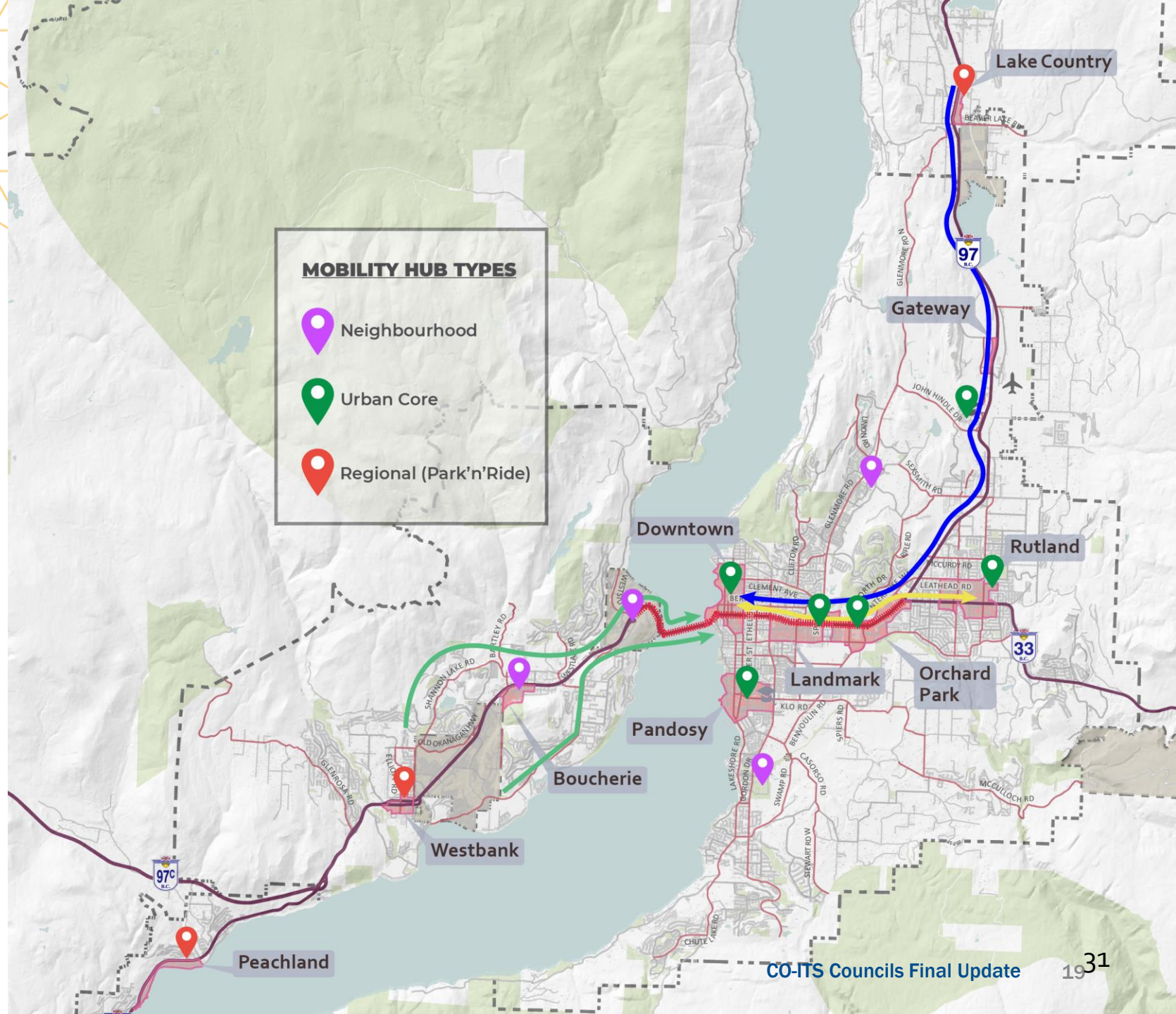
1. “Across the Lake” West Kelowna to Downtown
2. Downtown - Orchard Park - Rutland”
3. Lake Country - Orchard Park - Downtown

## Make transit more efficient and convenient

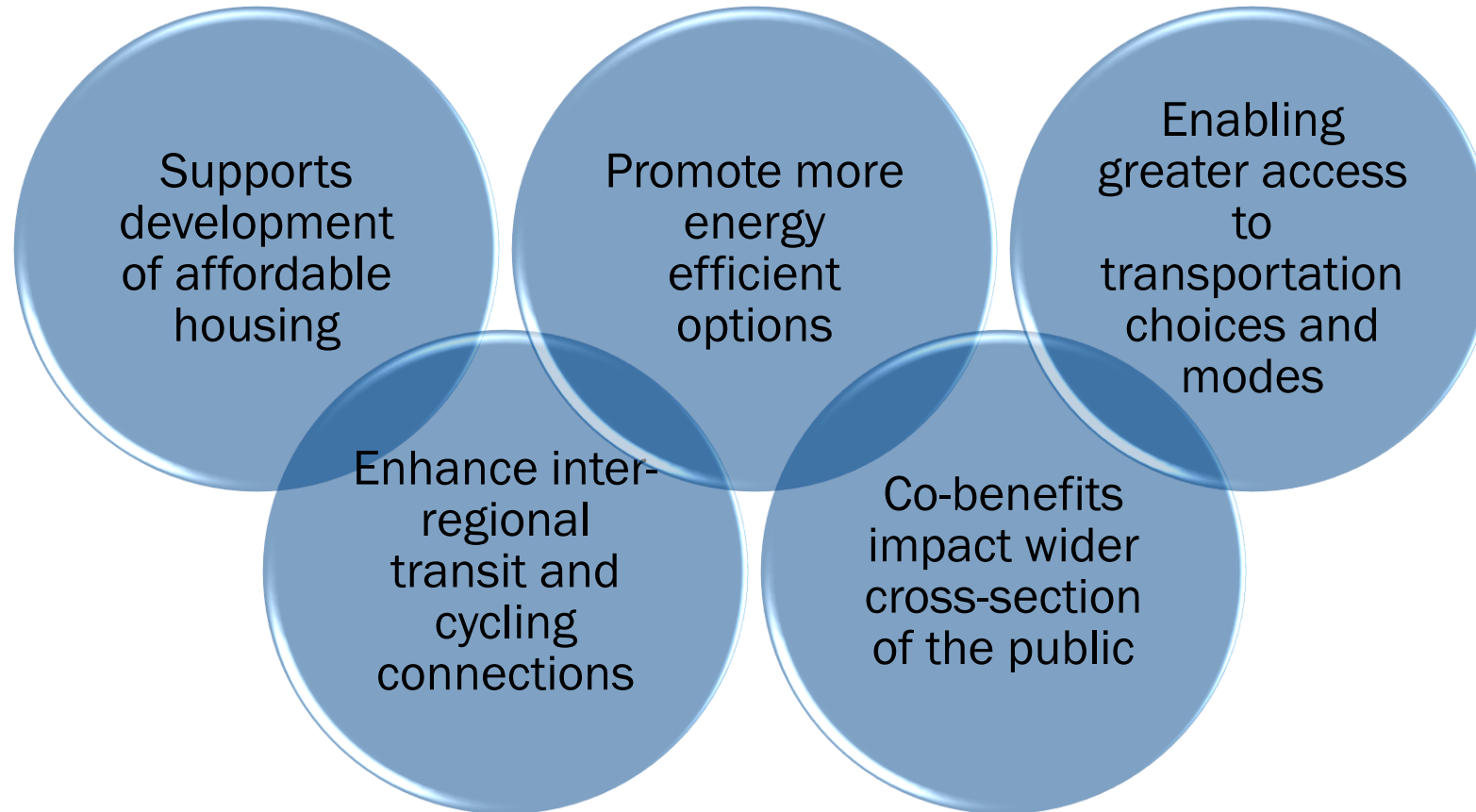
4. Eastbound Shoulder Bus Lanes
5. WR Bennett Bridge (Eastbound Bus-Only Lane)
6. Transit Priority (Abbott to Highway 33)
7. Transit Priority (Median Transit Lane)

## Improve access to transit

- Regional Mobility Hubs: Peachland, Westbank, Rutland, and Lake Country
- Urban Core Mobility Hubs: UBCO, Landmark, Downtown, South Pandosy (examples)
- Neighbourhood Mobility Hubs: Rutland, Lower Mission, Boucherie Centre, Glenmore (examples)



# Active Transportation

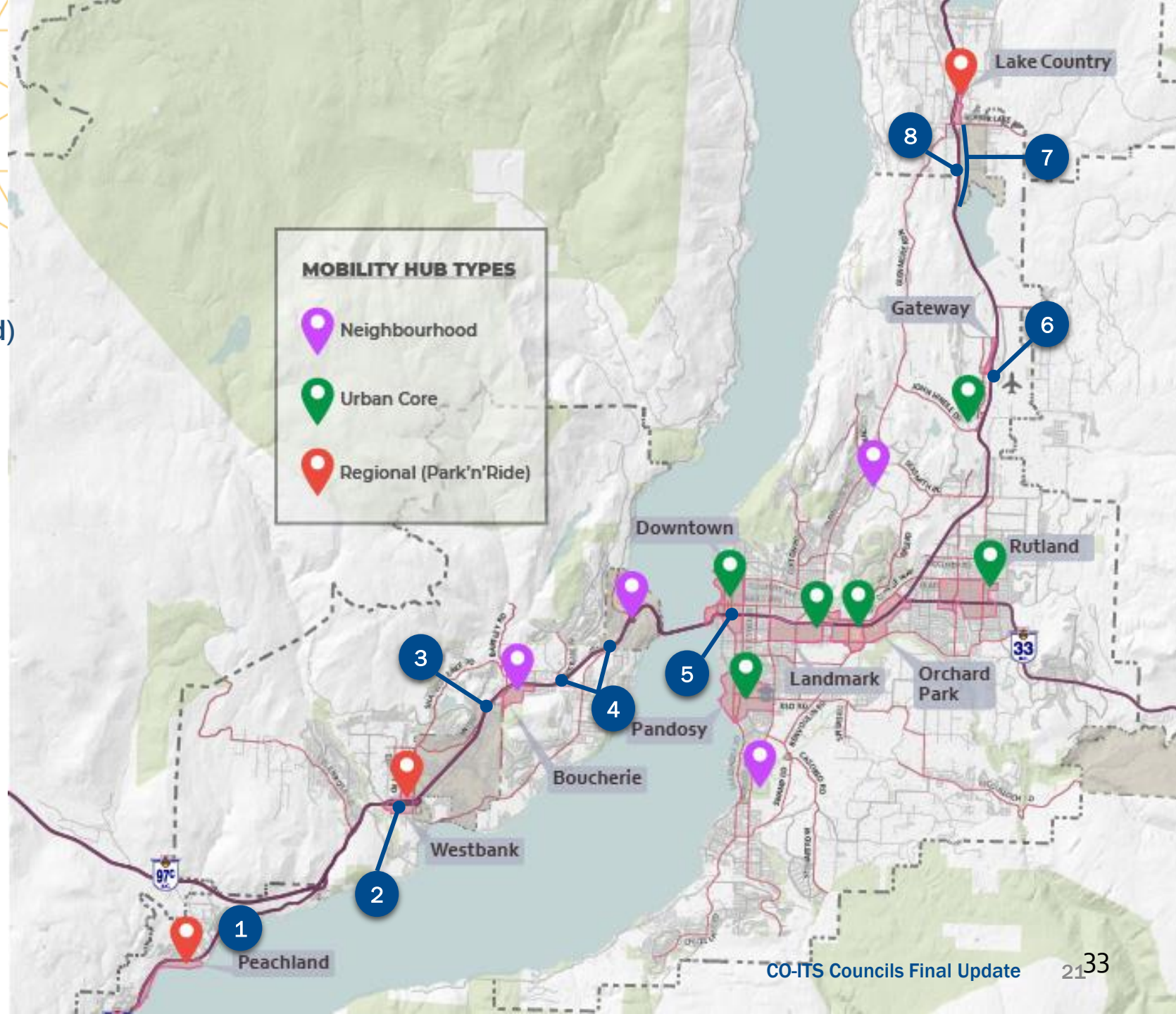




# Active Transportation

1. Westside Trail (West Kelowna to Peachland)
2. Brown Road Overpass
3. Daimler Road Overpass
4. Boucherie and Westlake Interchanges
5. Bertram Multi-Use Overpass
6. Airport Way Interchange
7. Okanagan Rail Trail
8. Commonwealth Road Interchange
9. Mobility Hubs

- Regional: Peachland, Westbank, Rutland, and Lake Country
- Urban Core: UBCO, Landmark, Downtown, South Pandosy (examples)
- Neighbourhood: Rutland, Lower Mission, Boucherie Centre, Glenmore (examples)



# Priorities based on Evaluations

## Transit

Regional Transit Route Enhancements

Regional Mobility Hubs

Highway 97 Transit Priority  
*(Interim Options)*

## Roads

•Highway 97 Peachland Improvements

•Highway 97 Boucherie and Westlake Interchanges

•Clement Avenue Extension

•Commonwealth Road Improvements

•Highway 97 Couplet Removal

## Active Transportation

Westside Trail

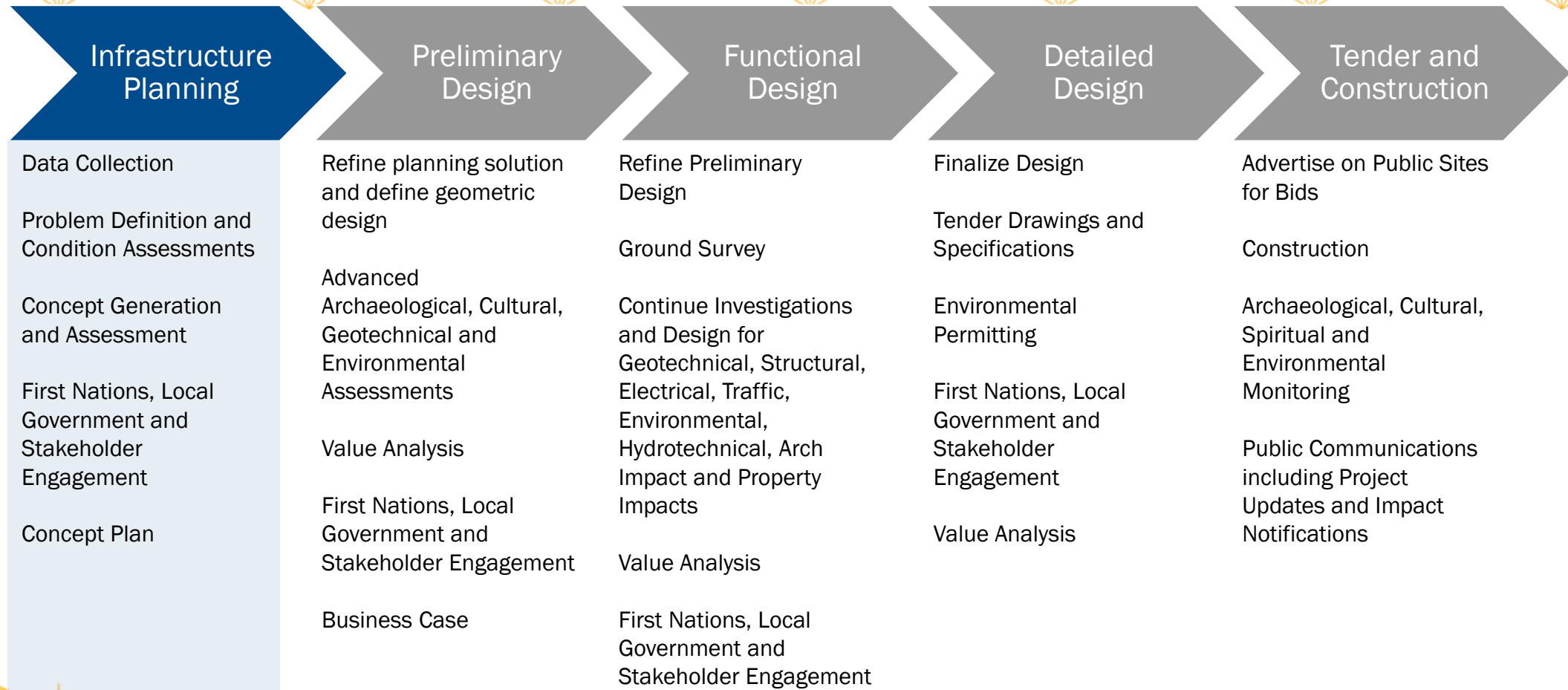
Okanagan Rail Trail

Bertram Multi-Use Overpass

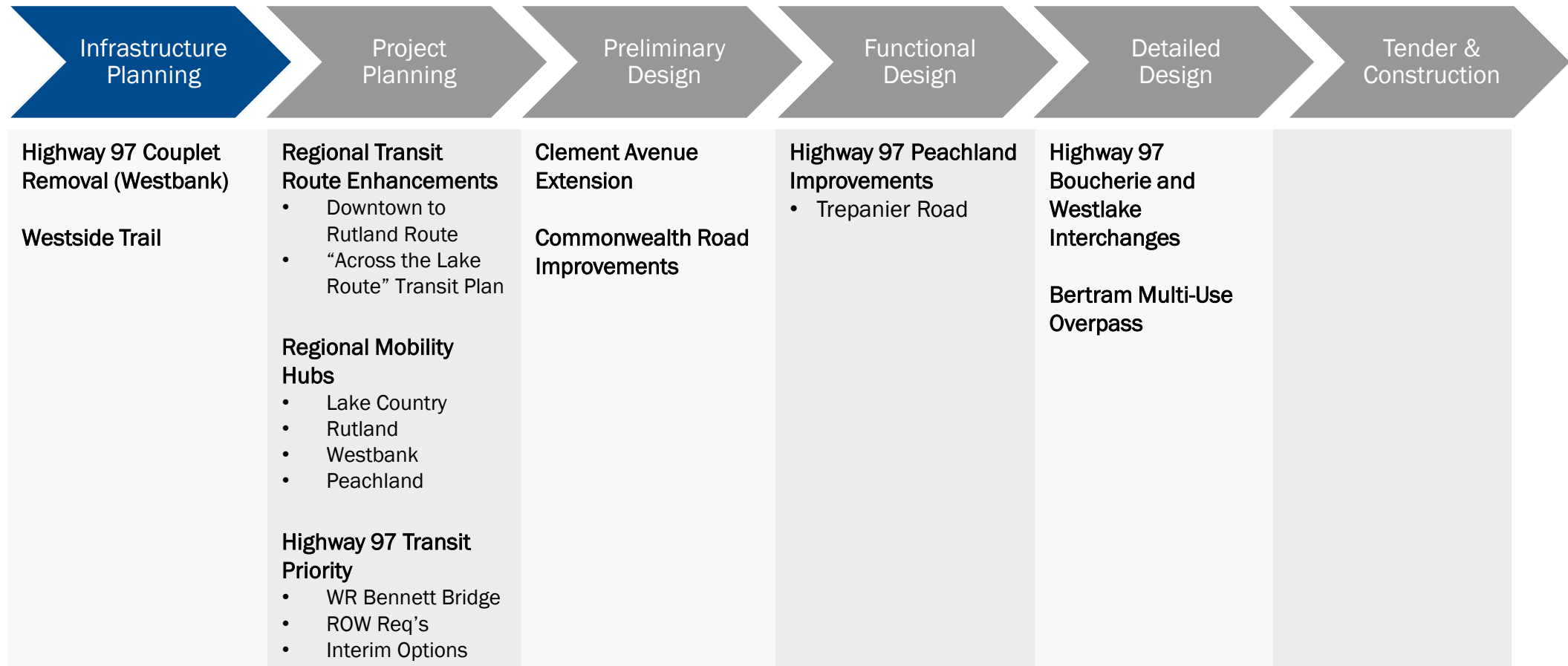


# Project Development Stages

Current Funding Approval



# What's Next?





# Thank you



# REPORT TO COUNCIL



**Date:** March 13, 2023

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application:** A19-0018

**Owners:** Jeetender S. Kandola  
Manraj K. Kandola

**Address:** 982 Old Vernon Road

**Applicants:** Jeetender S. Kandola  
Manraj K. Kandola

**Subject:** Application to the ALC for a Non-Farm Use on a property in the ALR

**Existing OCP Designation:** R-AGR – Rural – Agricultural and Resource

**Existing Zone:** A1 – Agriculture

## 1.0 Recommendation

THAT Agricultural Land Reserve Application No. A19-0018 for Lot 3, Section 1, Township 23, Osoyoos Division, Yale District, Plan 546, located at 982 Old Vernon Road, Kelowna, BC for a Non-Farm Use of agricultural land in the Agricultural Land Reserve pursuant to Section 20(2) of the *Agricultural Land Commission Act*, be supported by Council;

AND THAT the Council directs Staff to forward the subject application to the Agricultural Land Commission for consideration.

## 2.0 Purpose

To support an application to the Agricultural Land Commission for a Non-Farm Use to allow for a commercial aggregate/soil amendment processing operation, and tree services equipment storage.

## 3.0 Development Planning

Staff recommend forwarding the proposed Non-farm Use (NFU) application to the Agricultural Land Commission (ALC) to consider the proposed uses on the subject property. The subject property was historically used as a sawmill commonly known as the Russo Sawmill ("the Sawmill"). The Sawmill use dates back to the 1950's which left a large amount of wood waste behind after the business ceased operations. The large amount of wood waste left this property, and the adjoining property to the east, effectively unworkable

for any meaningful agricultural use. The intent of the current aggregate and soil amendment processing business was to use the wood waste to create salable product and eventually return the property to agricultural production.

Due to the long history and complex nature of the property and proposed uses, staff feel that the ALC is the best suited and the ultimate authority to approve the proposal. The subject property was already precluded from being used for agriculture due to the wood waste and the proposed non-farm uses may allow for the land to be used for agricultural purposes in the future. Therefore staff recommends forwarding the application to the ALC for consideration.

Should Council choose not to forward the application to the ALC, City staff will proceed with compliance and enforcement action and require the two commercial businesses to cease operations.

#### **4.0 Proposal**

##### **4.1 Background**

Historically, the subject property ("Lot 3" at 982 Old Vernon Rd) along with the two neighbouring properties to the east ("Lot 1" at 1124 Old Vernon Rd and "Lot 2" at 1040 Old Vernon Rd), and the adjacent property to the west ("Lot 4" at 944 Old Vernon Rd) were part of the Russo Sawmill operations. The original Sawmill operation was established in the mid 1950's on Lot 2. Following the establishment of the ALR in 1972 and through to the early 2000's, the Sawmill operation continued to expand onto the subject property in contravention with ALC legislation. In 2005, the subject property was sold to the current property owners (applicants) with ~122,330 m<sup>3</sup> of remaining wood waste on site from the Sawmill operations. Since purchasing the subject property, the applicants have leased it to different businesses that, while attempting to eliminate/process the wood waste, have also undertaken activities that are not permitted in the ALR and/or without proper permits from the City. To date, significant enforcement action has taken place on the property by both the ALC and City staff. The following is a summary of recent key events. A chronicled history of the subject property and the Sawmill operation along with aerial photograph illustrations can be found in Appendix A.

- *March - October 2017*: An application for an NFU in the ALR was submitted for the subject property. The Agriculture Advisory Committee (AAC) recommended that Council support the proposal, however, was defeated by Council in October 2017.
- *May 2019*: As a result of an ALC Compliance and Enforcement (C&E) direction in 2018, the property owners submitted a new non-farm use application to the City (current application, A19-0018, Attachment A). In this application, the property owners are seeking permission to use the subject property for a composting operation and storage for tree service companies on a short-term basis ("the Original Proposal"). The intent of the Original Proposal was to allow the non-farm uses on the subject property to continue until the time that the remaining wood waste from the Sawmill operation was removed and the subject property could be rehabilitated to an agricultural standard. In general, the applicants' long-term plan towards reclaiming the land to a viable agriculture consisted of sorting, grinding, and screening the wood waste, and then introducing fresh wood chips and yard waste material in order to produce compost material.
- *November 2020*: The Original Proposal was brought before the AAC in November 2020, recommending that Council support the new Original Proposal (Attachment D).
- *June 2021*: Staff and ALC C&E determined that a restoration report completed by an Agrologist would be required.
- *March 31, 2022, and January 4, 2023*: Staff received the restoration report (March 2022, Attachment B), followed by a supplemental report, dated January 4, 2023, submitted by the applicant / lessee (the

Report). In the Report, the applicants / lessee stated that the Original Proposal was to be amended and the applicants / lessee are now applying to conduct the non-farm uses on the subject property indefinitely (Attachment C).

As stated above, prior to receiving this additional information, staff have been operating under the pretense that once the remaining wood waste has been processed and removed, the commercial uses operating on the subject property will cease and the property will be restored and remediated to an agricultural standard. As this is no longer the case, the remainder of this application report is based on the information received in the Report (Attachment C).

#### 4.2 Project Description

The subject property is 4.04 ha (10 acres) and contains one single family dwelling and two commercial operations. The applicants are seeking permission to allow two commercial businesses to continue operating the following uses on the subject property:

1. TNT Trucking Services (TNT)
  - a. Aggregate and soil amendment processing and storage
  - b. Trucking and hauling operation
  - c. Equipment storage
2. A1 Tree Falling Services (A1)
  - a. Vehicle and equipment storage

TNT has been operating from the subject property since 2017 when it started the composting work. The remaining area that is not utilized by the dwelling, is used by A1 for vehicle and equipment storage. TNT currently uses much of the subject property for its operations; it accepts landscaping and organic materials (e.g., sand, soil, subsoils, boulders, orchard waste, etc.) and processes it with the remnant Sawmill wood waste into aggregate and soil products that can be sold. In addition to piles of rock, woody debris, and soil in various stages of processing, the subject property contains large machinery and equipment (excavators, crushers, grinder shredder and tree services equipment), office trailers, trucks for hauling material offsite, vehicle parking and a red wiggler vermiculture operation. In November 2022, it was estimated that 840 m<sup>3</sup> remains of the unprocessed remnant Sawmill wood waste and there is approximately 77, 076 m<sup>3</sup> of soil, aggregate and organic material in various forms of processing.

The Report provides the following steps to restore the subject property to an agricultural standard:

- 1) *Process all remnant waste from the Sawmill operation.*
- 2) *Remove non-farm use structures, with the exception of property and structures associated with the residence and any future approved operations.*
- 3) *Identify areas on site suitable for potential agriculture capability and soil productivity (with the addition of topsoil).*
- 4) *Spread topsoil in suitable amounts in the areas identified. At this time it is estimated that about 61,000 m<sup>3</sup> of soil would be required to meet the agricultural standard for productivity.*

The Report states that the lessee is unable to commit to the restoration steps due to the financial implications, however, the lessee does intend to continue processing the remnant wood waste on the subject property.

Additionally, the Report included monitoring actions to be committed to by the lessee:

- *Ensure that equipment, parking, and non-farm use activities remain within the defined area in red on the submitted site plan.*
- *Ensure no large boulders or trash remains on site between inspections.*



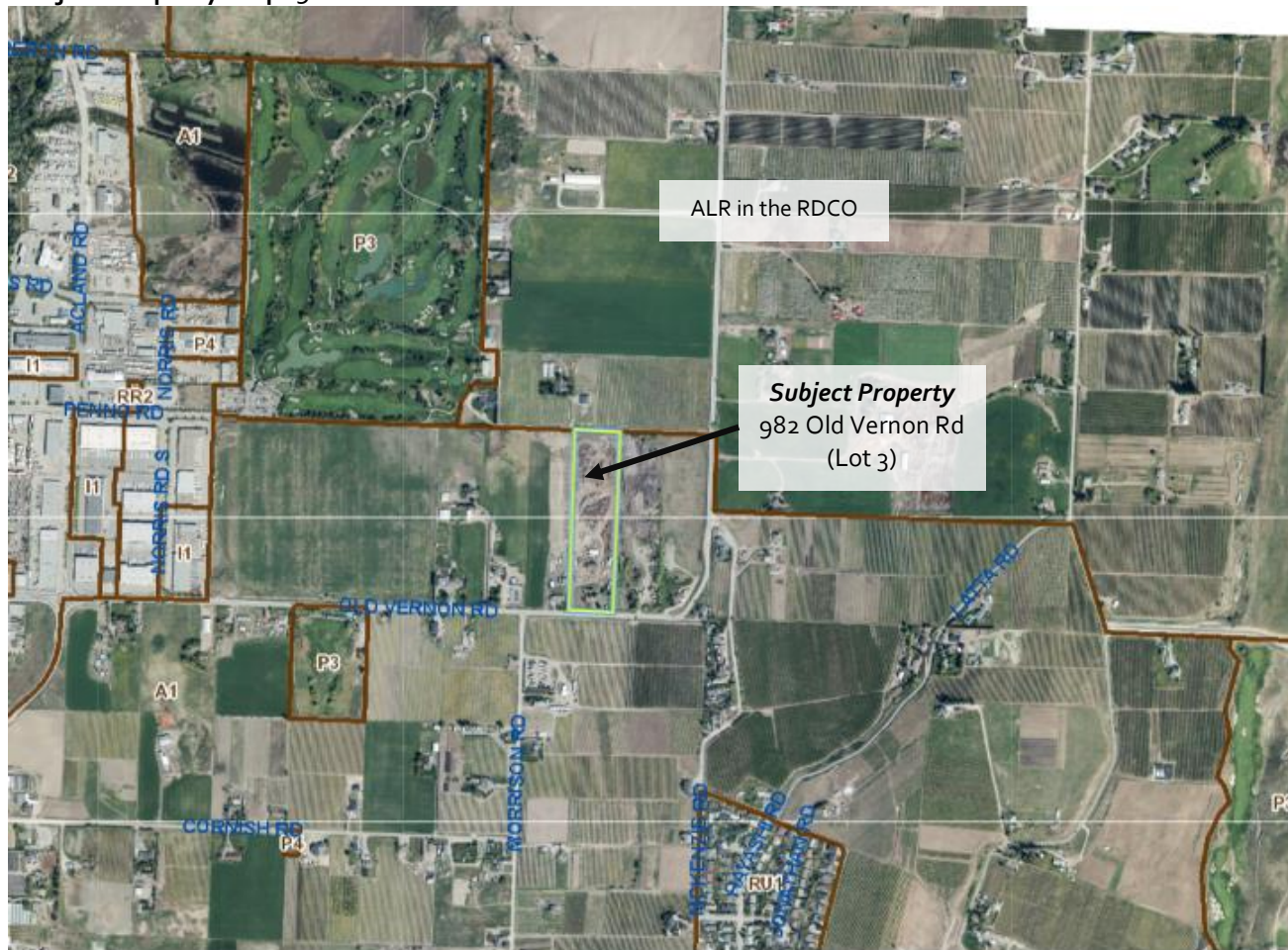
- Ensure all material involved in the working operations on the property do not overlap or extend into neighbouring properties.
- Ensure volumes of remnant wood waste continues to be reduced. With a target date of 2026 for none being on site.

4.3 Site Context

The subject property is located in the Rural District and lies within the R-AGR - Rural – Agricultural and Resource for land use according to the Official Community Plan (OCP). The subject property and the surrounding properties are within the Agricultural Land Reserve (ALR). The properties to the west, south and east are also within the R-AGR - Rural – Agricultural and Resource area for future land use. The properties to the north are outside Kelowna, within the Regional District of the Central Okanagan (RDCO). The property is zoned A1 – Agriculture and is outside of the Permanent Growth Boundary. There is currently a single-family dwelling located near the southern property boundary. Adjacent land uses are as follows:

| Orientation | Zoning                 | Land Use                           |
|-------------|------------------------|------------------------------------|
| North       | Agriculture (RDCO)/ALR | Agriculture (undefined)            |
| East        | A1 – Agriculture/ALR   | Wood waste storage and residential |
| South       | A1 – Agriculture/ALR   | Agriculture (vegetable)            |
| West        | A1 – Agriculture/ALR   | Agriculture (forage, pasture)      |

**Subject Property Map: 982 Old Vernon Rd**



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

| Objective 8.1 Protect and preserve agricultural land and its capability |        |   |
|---|--------|---|
| Policy<br>Protect<br>Agricultural Land                                  | 8.1.1. | <p>Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.</p> <p><i>The subject property has been unavailable for agriculture use since the 1950's due to the large amounts of wood waste. The proposed uses may allow for the lands to be utilized for agriculture in the future.</i></p>  |
| Policy<br>Non-Farm Uses   | 8.1.6  | <p>Restrict non-farm uses that do not directly benefit agriculture except where such non-farm uses are otherwise consistent with the goals, objectives, and other policies of this OCP. Support non-farm use applications only where approved by the ALC and where the proposed uses:</p> <ul style="list-style-type: none"> <li>• Are consistent with the Zoning Bylaw and the 2040 OCP;</li> <li>• Provide significant benefits to local agriculture;</li> <li>• Do not require the extension of municipal services;</li> <li>• Will not utilize productive agricultural lands;</li> <li>• Will not preclude future use of the lands for agriculture; and</li> <li>• Will not harm adjacent farm operations</li> </ul> <p><i>The subject property was already precluded from being used for agriculture. The proposed non-farm uses may allow for the land to be restored and used for agricultural purposes in the future.</i></p> |

## 6.0 Application Chronology

|  |   |
|--|---|
| Date of Application Received:                      | May 17, 2019                                |
| Date of Supporting Application Documents Received: | June 10, 2020                               |
| Date of Revised Application Received:              | June 22, 2020                               |
| Date of AAC Meeting:                               | November 12, 2020                           |
| Date of MOE Site Disclosure Statement Submission:  | May 19, 2021                                |
| Date of Agrologist Report:                         | March 31, 2022                              |
| Date of Supplemental Agrologist Report:            | January 4, 2023                             |
| Date Public Consultation Completed:                | None required for Non-Farm Use Applications |

|                                |   |
|--------------------------------|---|
| <b>Report prepared by:</b>     | Celeste Barlow, Planner II<br>Barbara B. Crawford, Planner II   |
| <b>Reviewed by:</b>            | Dean Strachan, Community Planning & Development Manager         |
| <b>Reviewed by:</b>            | Terry Barton, Development Planning Department Manager           |
| <b>Approved for Inclusion:</b> | Ryan Smith, Planning & Development Services Divisional Director |

### Attachments:

- Appendix A - Site History and Aerial Photograph Chronology
- Attachment A - Applicants' ALC Application for Non-Farm Use, June 2020
- Attachment B – Agrologist Report, March 2022
- Attachment C – Supplemental Agrologist Report, January 2023
- Attachment D - Post-Meeting Minutes AAC, November 12, 2020

### Appendix A: Site History and Aerial Photograph Chronology

**Table 1:** History of the Sawmill and the subject property located at 982 Old Vernon Road (Lot 3).

| Date / Aerial photo reference | Historical Comment  |
|-------------------------------|---|
| Circa 1959/<br>Photo #1       | ➤ The Sawmill operation footprint on Lot 2  |
| Circa 1972 /<br>Photo #2      | ➤ At the creation of the ALR, and prior to amalgamation of the site into the City of Kelowna, the Sawmill operation footprint was approximately 1.0 ha (2.47 acres).  |
| Circa 1976 /<br>Photo #3      | ➤ The Sawmill operation focused on the subject property. This was shortly after the establishment of the ALR.   |
| Circa 1984 /<br>Photo #4      | ➤ The storage of logs and lumber had encroached onto the subject property and Lot 1.  |
| 1985 / Photo #5               | <ul style="list-style-type: none"> <li>➤ The Sawmill operation had expanded to 1.7 ha on the subject property.</li> <li>➤ In response to complaints from a neighbour, the previous owner made an application to the ALC to expand the Sawmill operations to the subject property. By ALC Resolution #993/85, 1.7 ha of the subject property was approved for the storage of logs, lumber, and sawdust. Based on a complaint by the neighbouring Lot 4, this Resolution was subject to not placing gravel on the subject property.</li> </ul>  |
| June 4, 1998                  | <ul style="list-style-type: none"> <li>➤ Due to neighbours' complaints, ALC Compliance and Enforcement staff conducted a site visit that revealed impacts on Lots 1, 2, 3 and 4, including a series of ditches and ponds to capture leachate from the operation. The ALC issued a letter that stated that the Sawmill operation had exceeded previous approvals.</li> <li>➤ The previous owner submitted a reconsideration of ALC Resolution #993/85, and by ALC Resolution #738/98 were directed to submit a restructuring plan to the ALC for the sawmill operation.</li> <li>➤ A subsequent site visit identified the previous owner had undertaken unauthorized non-farm uses (NFU) including storage and processing of waste material and pallet recycling on Lots 1 and 3. In June of 1999, the ALC issued ALC Order #368/99 and #369/99 to restore all lands not approved for NFU by ALC Resolution #993/85 (Figure 1) to an agricultural standard.</li> </ul>   |
| 2000 / Photo #6 & #7          | <ul style="list-style-type: none"> <li>➤ The Sawmill activities decreased, and the site had become a construction material waste operation. In addition, it had expanded beyond Lot 2 and the 1.7 ha of Lot 3 permitted in 1985, to Lot 1 to the east and part of Lot 4 to the west. A series of complaints had been lodged to the ALC: <ul style="list-style-type: none"> <li>i. Activities were inconsistent with the ALC and Soil Conservation Act;</li> <li>ii. Demolition debris (e.g. drywall) did not make acceptable compost for a turf operation in the ALR;</li> <li>iii. Demolition debris could contain chemicals from glues and preservatives.</li> </ul> </li> <li>➤ Subsequently an application was submitted to the ALC for the NFUs and by ALC Resolution #437/2000, the ALC approved the use of Lots 2 and 3 for sawmilling, wood waste recycling/composting and pallet recycling of "clean wood" only. This approval was subject to the conditions that Lot 1 would be reclaimed to agriculture, and that a fence be erected on the east, north and west property boundaries.</li> </ul> |
| 2005 / Photo #8               | ➤ The subject property was purchased by the current owners with approximately 122,330 m <sup>3</sup> (160,000 yard <sup>3</sup> ) of wood waste stockpiled at the site.   |

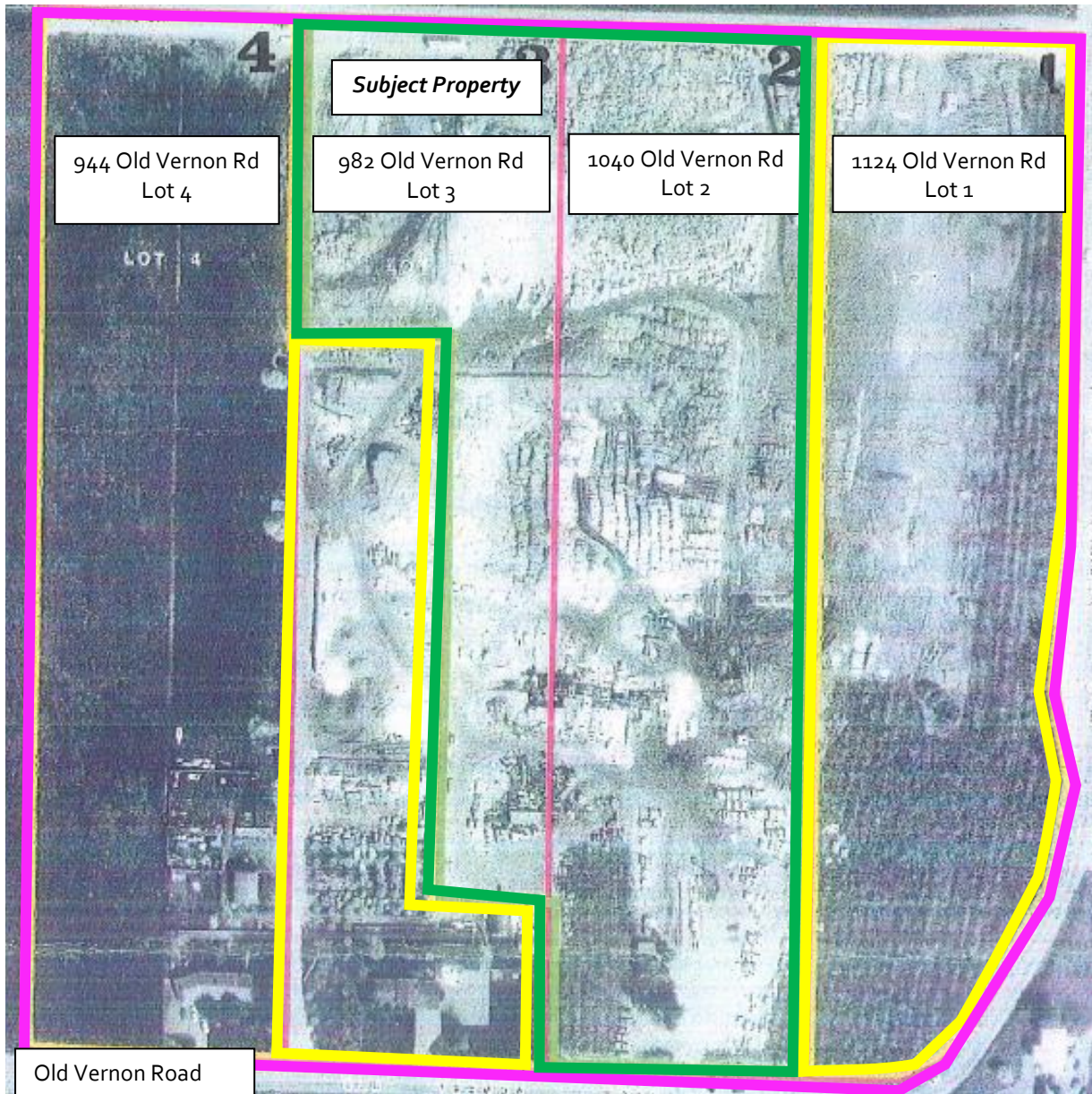
| Date / Aerial photo reference | Historical Comment  |
|-------------------------------|---|
| 2006                          | <ul style="list-style-type: none"> <li>➤ A controlled burner was set up for three months to help reduce and eliminate the wood waste. The current owners spent approximately \$100,000 for this method of wood waste reduction.</li> </ul>  |
| 2007                          | <ul style="list-style-type: none"> <li>➤ Wood rows were established to initiate more rapid composting. This method resulted in numerous fires due to spontaneous combustion erupted with the introduction of oxygen into the lower levels. The largest one took 3 days to contain, costing the City of Kelowna \$80,000 in firefighting costs.</li> <li>➤ The current owners employed full time private water tankers and excavators to control the fires, at an approximate cost of \$50,000.</li> </ul>   |
| 2008 to 2012 / Photo #9 & #10 | <ul style="list-style-type: none"> <li>➤ Current owners hired a contractor to haul wood waste to a cogeneration plant in Armstrong (Tolko) for an additional \$25,000. This effort was discontinued due to the low burning potential (BTU potential) of the old timber.</li> <li>➤ Throughout this period, the current owners worked with several landscape companies to screen, mulch and compost the wood waste, mixing it with green yard waste to create compost for market at different scales, capacity, and compost production levels.</li> <li>➤ By 2012, approximately 100,000 m<sup>3</sup> (130,000 yard<sup>3</sup>) of the original 122,330 m<sup>3</sup> of wood waste had been processed and/or removed from the subject property, with an approximate 23,000 m<sup>3</sup> (30,000 yard<sup>3</sup>) remained on the property.</li> </ul>   |
| 2013 and 2014                 | <ul style="list-style-type: none"> <li>➤ An exclusion application (A13-0004) was submitted to the ALC for the subject property: <ul style="list-style-type: none"> <li>▪ The Agricultural Advisory Committee (AAC) did not support the application for exclusion, however, encouraged the applicants to bring back another application if a net benefit to agriculture could be demonstrated.</li> <li>▪ The AAC was concerned that putting an industrial use into the area would result in increased traffic and pressure for urban services in an otherwise rural area.</li> <li>▪ While the AAC was unclear as to viable agriculture opportunities on the property, the AAC recommended that the applicants explore incorporating manure from a nearby feedlot and other organic materials (i.e. nitrogen sources) with the existing wood waste (i.e. carbon source) to create a compost product.</li> <li>▪ Other recommended options included a greenhouse operation or other activities that does not involve soil-based agriculture.</li> <li>▪ Despite the AAC recommendations the application was forwarded to the ALC for decision.</li> </ul> </li> <li>➤ By ALC Resolution #92/2014, the exclusion application was refused on the grounds that the subject property could be reclaimed to an agricultural standard and that areas that could not be fully reclaimed could be used for non-soil based operations.</li> </ul> |



| Date / Aerial photo reference | Historical Comment  |
|-------------------------------|---|
| 2017 / Photo #11              | <ul style="list-style-type: none"> <li>➤ An NFU application (A17-0003) was submitted to the ALC for the subject property to operate a storage facility for boats and recreational vehicles, composting, and tree service and land scaping company that includes the storage of vehicle and equipment.                             <ul style="list-style-type: none"> <li>▪ The AAC recommended that Council support the proposal.</li> <li>▪ The AAC acknowledged that the owners had been working to remediate the property and therefore recommended a 3-year Temporary Use Permit (TUP) with an extension if continued progress was demonstrated.</li> <li>▪ The AAC expected NFU activities to cease when the remediation was completed and recommended visual screening for the purpose of respecting the neighbourhood.</li> <li>▪ The AAC did not want the support of this application to set a precedence for other farmers and support was only being considered due to the history of this particular property and the clear goal of remediation on this property</li> </ul> </li> <li>• The NFU application was brought before Council in October of 2017 and was defeated. Council did not approve the proposed boat and RV storage on the property, however, composting operations including vehicle and equipment storage directly related to composting operations was considered acceptable.</li> </ul> |
| 2018                          | <ul style="list-style-type: none"> <li>➤ On August 23, 2018, ALC Compliance and Enforcement (C&amp;E) directed the current owners to submit a NFU application or cease the commercial activities on the subject property.</li> <li>➤ By the fall of 2018 all outdoor storage of C-cans, boats and RVs were removed from the subject property.</li> <li>➤ Throughout 2018 the property owner worked with the City along with the landscaping companies operating from the property to remove all non-essential vehicles, materials, supplies and equipment that did not benefit the composting operations off the subject property.</li> </ul>   |
| 2019 / Photo #12              | <ul style="list-style-type: none"> <li>➤ Spring of 2019 the operational footprint of the tree service company was reduced, and non-essential equipment and materials were removed from the property. However, not all commercial activities had ceased.</li> <li>➤ On May 2019, the current NFU application (A19-0018) was submitted to the ALC to operate a composting business and allow storage for tree service companies on a short-term basis (the Original Proposal).</li> <li>➤ The intent of the Original Proposal was to allow the non-farm uses on the subject property to continue until the time that the remaining wood waste from the Sawmill operation was removed and the subject property could be rehabilitated to an agricultural standard.</li> </ul>  |

| Date / Aerial photo reference    | Historical Comment  |
|----------------------------------|---|
| 2020 – Present / Photo #13 & #14 | <ul style="list-style-type: none"> <li>➤ In November 2020, the NFU application (A19-0018) outlining the Original Proposal was brought before the AAC, with the following outcome (Attachment D): <ul style="list-style-type: none"> <li>▪ The AAC recommended that Council support the proposal.</li> <li>▪ The Committee recommended to Council that consultation with Ministry of the Environment (MOE) takes place prior so that any issue can be identified for this site.</li> <li>▪ The Committee expressed that continual slow progress is being made to reclaim farmland and they are optimistic it will continue and is a reasonable alternative for a very complicated situation/property.</li> </ul> </li> <li>➤ Following the AAC meeting, staff alerted the applicant of the AAC's request to consult with the MOE and on May 19, 2021, the City submitted Site Disclosure Statement (SDS) on behalf of the applicants.</li> <li>➤ June 1, 2021, MOE responded that the SDS submitted for the site was reviewed and determined to be incomplete, missing a map of appropriate scale showing the location and boundary of the site. To date, the application remains instream with the MOE.</li> <li>➤ On June 24, 2021, staff informed ALC C&amp;E of the application with MOE and were directed to continue with the current NFU application.</li> <li>➤ Subsequently, staff and ALC C&amp;E completed site visits and determined that a restoration report completed by an Agrologist would be required.</li> <li>➤ Staff confirmed that the applicants / lessee had hired an Agrologist on November 17, 2021, and received a restoration report, dated March 31, 2022 (Attachment B).</li> <li>➤ Subsequently on September 23, 2022, September 28, 2022, and December 7, 2022, staff requested additional information from the applicants / lessee to clarify the volume of remnant wood waste and other materials on the subject property, and a more robust restoration plan that included timelines for rehabilitating the subject property to an agricultural standard and removing all non-farm uses.</li> <li>➤ On January 4, 2023, additional information submitted by the applicants / lessee stated that the Original Proposal was to be amended and the applicants / lessee are now applying to conduct the non-farm uses on the subject property indefinitely (Attachment C).</li> <li>➤ Prior to receiving this additional information, staff have been operating under the pretense that once the remaining wood waste has been processed and removed, the commercial uses on operating on the subject property will cease and the property will be restored and remediated to an agricultural standard. As this is no longer the case, the remainder of this application report is based on the information received by Carl Withler, P. Ag. And Catherine Piedt P. Ag. on January 4, 2023 (the Report).</li> </ul> |

Figure 1 - ALC Order #368 and 369/99 (1999)



As per ALC Order #368 and 369/99 (1999):

Pink Area – Subject properties.

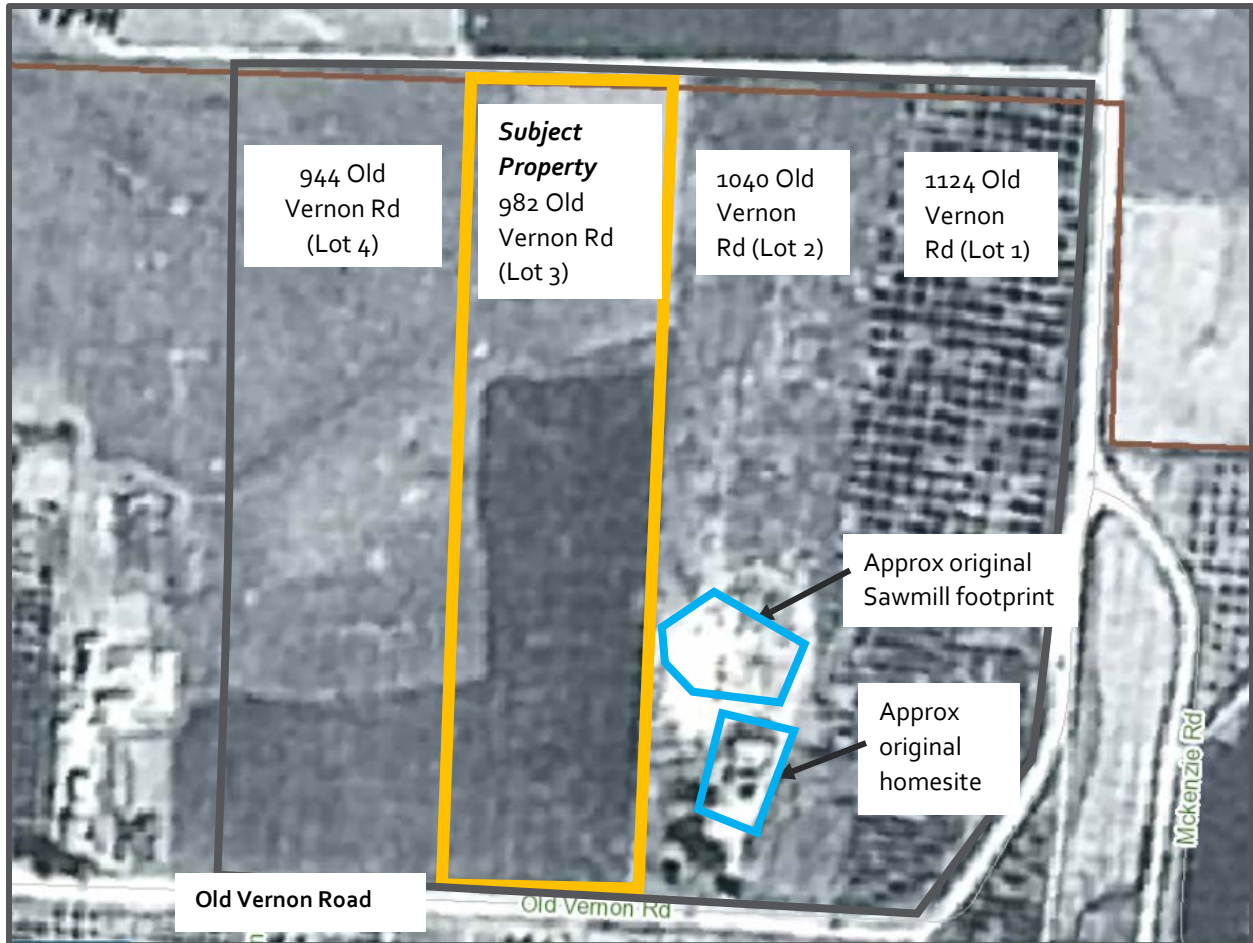
Green Area – Area Permitted to be used for Sawmill operation including the storage of logs, lumber, and sawdust.

Yellow Area – Areas where no industrial activities have been permitted. All industrial activities to cease and the lands reclaimed to agricultural standards.

**Aerial Photographs**

A historical review through aerial photos of the subject property at 982 Old Vernon Road (Lot 3) and neighbouring lots at 944 Old Vernon Road (Lot 4), 1040 Old Vernon Road (Lot 2) and 1124 Old Vernon Road (Lot 1).

**Air photo 1** – Air photo circa 1959 of subject property and neighbouring lots.





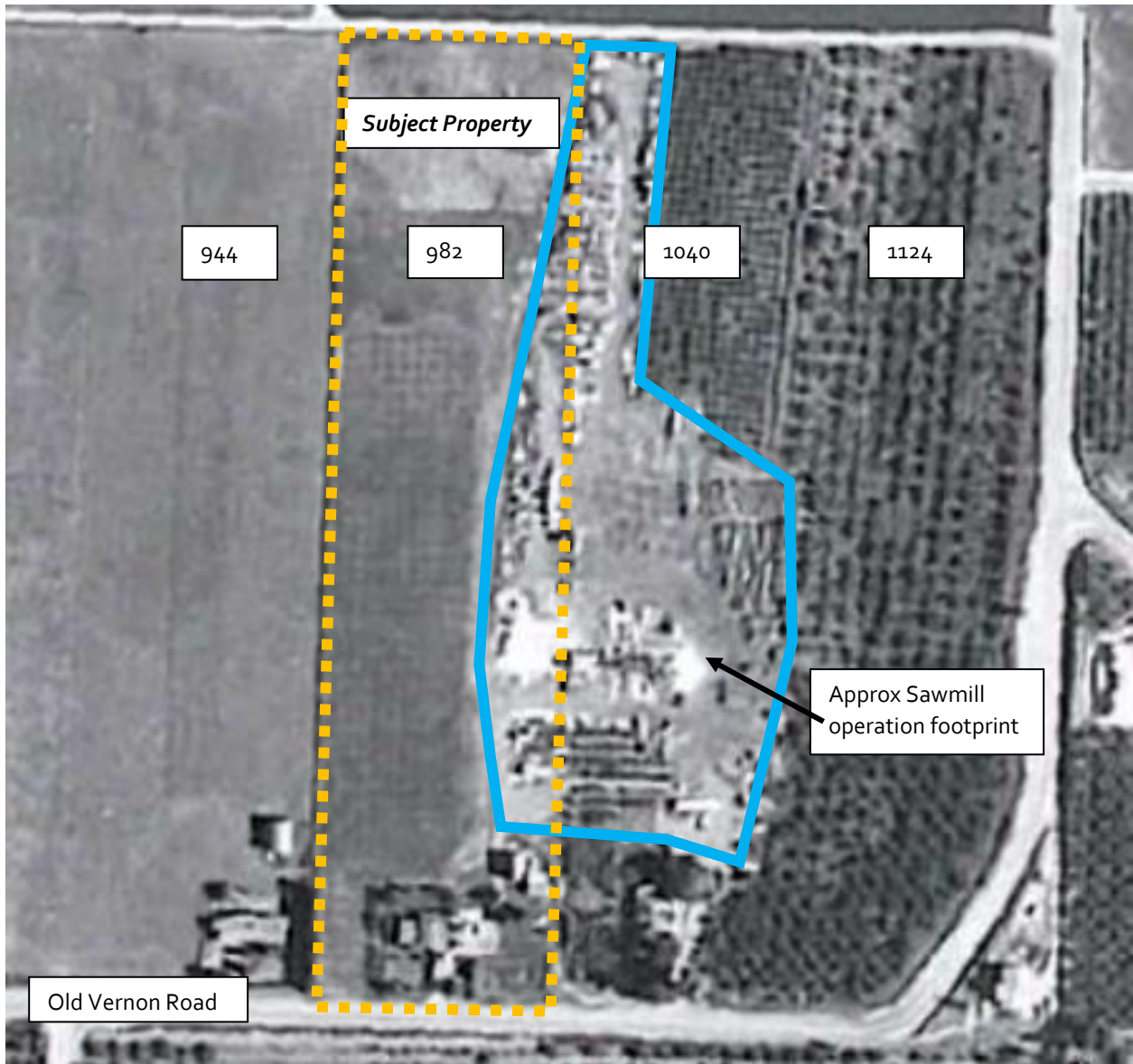
**Air Photo 2** – Air photo circa 1970 of subject property and neighbouring lots.



**Air Photo 3** – Air photo circa 1976 of subject property and neighbouring lots.



**Air Photo 4** – Air photo circa 1984 of subject property and neighbouring lots.



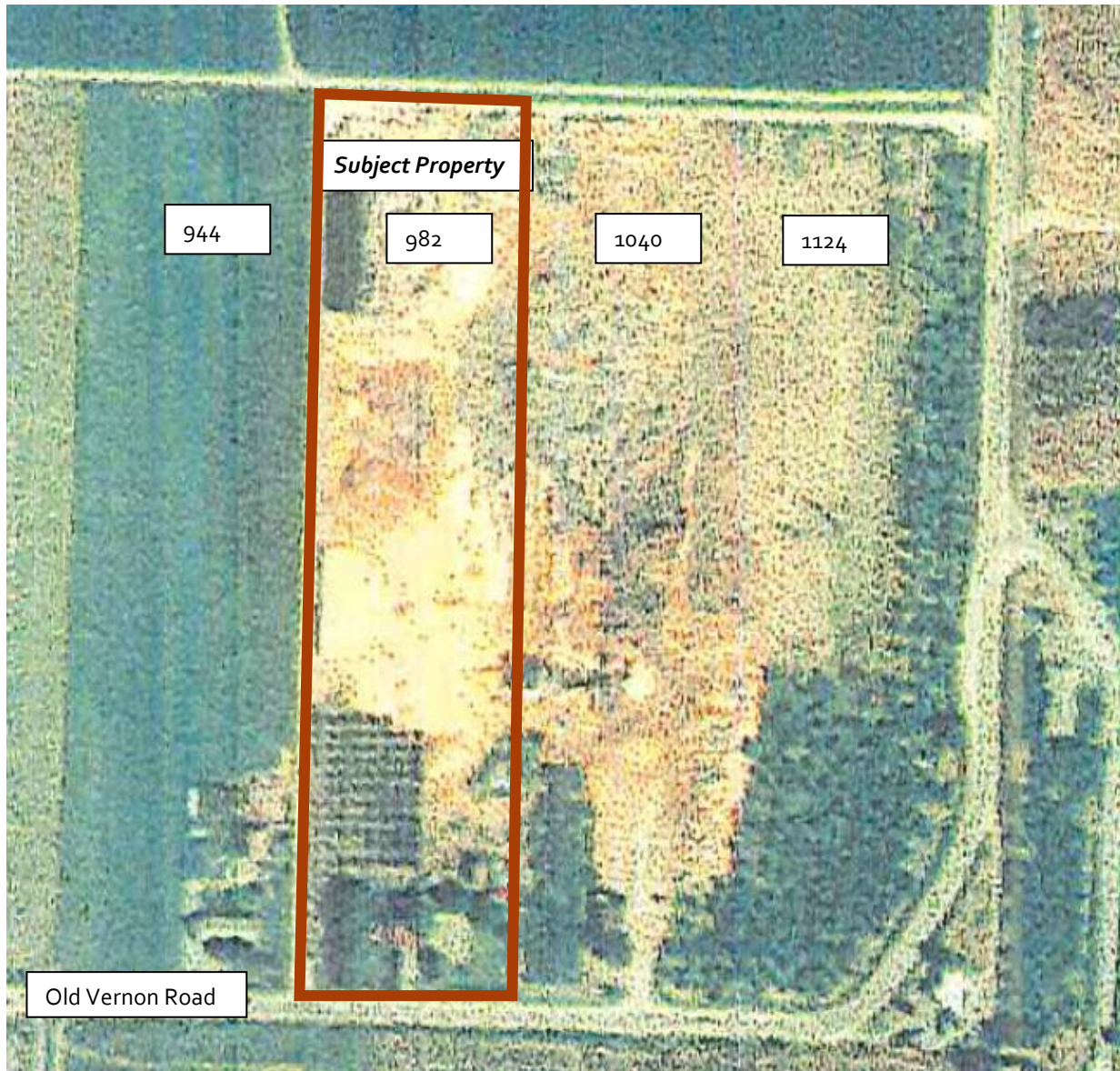


**Air Photo 5** – Air photo circa 1985 of subject property and neighbouring lots. Through ALC Resolution # 993/85, authorization was granted, for a limited area of 1.7 ha, specifically for storage of logs, lumber, and sawdust.





**Air Photo 6** – Air photo circa 1999 of subject property and neighbouring lots.



**Air Photo 7** – Air photo 2000 of subject property and neighbouring lots.





**Air Photo 8** – Air photo 2006 of subject property and neighbouring lots. The subject property was purchased by current owners in 2005.



**Air Photo 9** – Air photo 2009 of subject property and neighbouring lots.





**Air Photo 10** – Air photo 2012 of subject property and neighbouring lots. Land use seen in the 2012 air photo shows 1124 Old Vernon Rd (Lot 1) reclaimed for agriculture as required by the ALC Resolution #437/2000, permitting ono-farm use of the subject property and 1040 Old Vernon Rd *“for sawmilling, wood waste recycling/composting and pallet recycling”*.



**Air Photo 11** – Air photo 2017 of subject property and neighbouring lots.





**Air Photo 12** – Air photo 2019 of subject property and neighbouring lots.



**Air Photo 13** – Air photo 2021 of subject property and neighbouring lots.





**Air Photo 14** – Air photo 2023 of subject property and neighbouring lots at current time.



# Provincial Agricultural Land Commission - Applicant Submission

**Application ID:** 58053

**Application Status:** Under LG Review

**Applicant:** MANRAJ KANDOLA

**Local Government:** City of Kelowna

**Local Government Date of Receipt:** 06/22/2020

**ALC Date of Receipt:** This application has not been submitted to ALC yet.

**Proposal Type:** Non-Farm Use

**Proposal:** We are applying for a non farm use as the property was historically utilized as an industrial sawmill operation. The operations seized in 2005 and since then lots of effort has been made to reclaim land back to farm land.

The future proposal for next 6 years is to move towards reclaiming the land to a viable agriculture standard by grinding, screening and composting the remaining wood waste material and introducing fresh wood chips and yard waste adding carbon to the composting process as existing wood debris has no heat value.

Tree service on site (A1 Tree) provides fresh wood chips brought in from off site and working with the composting company processing the materials.

The tree service will work out of the property and provide us with fresh wood chips. Only the equipment required to be used in the business will be parked on the property.

Fresh product being brought on the property for composting will be approximately 15,000 yards. We will have projected volumes and will bring on material as required for the job. Maximum 2000 to 4000 maximum at any one time. We are currently moving 500 to 1000 yards per month and rest depends on the market.

We have a non permanent structure for dry storage of different amendments and sand as well. Covered area will also be utilized for repairs on equipment.

There are approximately 6 employees working.

Since the start of this remediation, equipment such as screener and grinder have been purchased to help with the remediation. We have invested lots of money to make this project a success and have this land reverted back to some form of agriculture status.

Please see the attached Site Plan Map and Detailed Information for Remediation.

**Mailing Address:**

982 OLD VERNON ROAD

KELOWNA , BC

V1X 6T8

Canada

**Primary Phone:** (250) 870-3294

**Email:** manraj kandola@hotmail.com

## Parcel Information

### Parcel(s) Under Application

1. **Ownership Type:** Fee Simple

**Parcel Identifier:** 012-206-687

**Legal Description:** Lot 3 Section 1 Township 23 ODYD (Osoyoos Div of Yale ) Plan 546

**Parcel Area:** 546 ha

**Civic Address:** 982 Old Vernon Road Kelowna BC V1X6T8  
**Date of Purchase:** 06/01/2005  
**Farm Classification:** Yes  
**Owners**

1. **Name:** MANRAJ KANDOLA  
**Address:**  
982 OLD VERNON ROAD  
KELOWNA , BC  
V1X 6T8  
Canada  
**Phone:** (250) 870-3294  
**Email:** manrajkandola@hotmail.com
- 



### **Current Use of Parcels Under Application**

**1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).**  
*No Agriculture Activity, as it was previously operated as an Industrial Sawmill.*

**2. Quantify and describe in detail all agricultural improvements made to the parcel(s).**  
*When sawmill operation seized in 2002, wood piles debris on site was approximately estimated at 160,000 cubic meters.  
We have diligently been removing the wood waste and now have approximately 30,000 cubic meters of wood left over.*

*Land improvements made to date in remediating the land towards agriculture standard:*  
*- trench burn to remove oversize debris*  
*- grinding and trucking wood waste to Tolko Cogen Plant, unfortunately not enough heat value in the material*  
*- screening the pile of wood debris and sold directly to market*

**3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).**  
*Grinding, Screening, Composting of the wood waste.  
Bringing in clean wood chips for composting.*

### **Adjacent Land Uses**

#### **North**

**Land Use Type:** Agricultural/Farm  
**Specify Activity:** Residential/Hay Field

#### **East**

**Land Use Type:** Agricultural/Farm  
**Specify Activity:** Residential/Remnant Sawmill

#### **South**

**Land Use Type:** Agricultural/Farm  
**Specify Activity:** Residential/Agritourist Accommodation (RV Park)

West

Land Use Type: Agricultural/Farm

Specify Activity: Residential

|                                |    |  |
|--------------------------------|----|--|
| <b>ATTACHMENT</b>              |    | <b>A</b>   |
| This forms part of application |    |  |
| # A19-0018                     |    |  |
| Planner<br>Initials            | BC | <br>City of<br><b>Kelowna</b><br>DEVELOPMENT PLANNING |

## Proposal

### 1. How many hectares are proposed for non-farm use?

4 ha

### 2. What is the purpose of the proposal?

*We are applying for a non farm use as the property was historically utilized as an industrial sawmill operation. The operations seized in 2005 and since then lots of effort has been made to reclaim land back to farm land.*

*The future proposal for next 6 years is to move towards reclaiming the land to a viable agriculture standard by grinding, screening and composting the remaining wood waste material and introducing fresh wood chips and yard waste adding carbon to the composting process as existing wood debris has no heat value.*

*Tree service on site (AI Tree) provides fresh wood chips brought in from off site and working with the composting company processing the materials.*

*The tree service will work out of the property and provide us with fresh wood chips. Only the equipment required to be used in the business will be parked on the property.*

*Fresh product being brought on the property for composting will be approximately 15,000 yards. We will have projected volumes and will bring on material as required for the job. Maximum 2000 to 4000 maximum at any one time. We are currently moving 500 to 1000 yards per month and rest depends on the market.*

*We have a non permanent structure for dry storage of different amendments and sand as well. Covered area will also be utilized for repairs on equipment.*

*There are approximately 6 employees working.*

*Since the start of this remediation, equipment such as screener and grinder have been purchased to help with the remediation. We have invested lots of money to make this project a success and have this land reverted back to some form of agriculture status.*

*Please see the attached Site Plan Map and Detailed Information for Remediation.*

### 3. Could this proposal be accommodated on lands outside of the ALR? Please justify why the proposal cannot be carried out on lands outside the ALR.

*This is a unique property where sawmill operations predated the ALC rules and regulations therefore was grandfathered to continue operating as a sawmill operation on ALR land. This orphaned sawmill on ALR land needs to be reclaimed back to agriculture status. Therefore the reason for asking "non-farm" use is to continue reclaiming farmland.*

### 4. Does the proposal support agriculture in the short or long term? Please explain.

*In the long run there be will benefits to agriculture use. This project isn't a small undertaking as we have already invested over a decade in trying to reclaim the land back to agriculture use. Any property heavily utilized for Industrial operation for decades is going to have it's challenges. The property wasn't monitored over the years as there are other products other than wood dumped on this property . There will definitely be lots of challenges ahead of us.*

*Our long term plan for next 6 years is to keep remediating the land and hopefully work towards utilizing this property for agriculture use for non soil based farming. (green houses, animal farming or nursery)*

### 5. Do you need to import any fill to construct or conduct the proposed Non-farm use?

No



## Applicant Attachments

- Professional Report - Agrologist Report
- Professional Report - Agrologist Report, Appendix E
- Professional Report - Agrologist Report, Appendix B
- Professional Report - Agrologist Report Addendum
- Professional Report - Agrologist Report, Appendix A
- Professional Report - Agrologist Report, Appendix C
- Professional Report - Agrologist Report, Appendix D
- Professional Report - Plan Map
- Professional Report - Survey Plan
- Other correspondence or file information - Site Map/Plan
- Other correspondence or file information - Site Map/Plan TNT
- Other correspondence or file information - Detailed Remediation Plan TNT
- Site Photo - 2018 sawmill pic1
- Site Photo - 2018 sawmill pic2
- Site Photo - 2018 sawmill pic3
- Site Photo - 2018 sawmill pic4
- Site Photo - 2018 sawmill pic5
- Site Photo - 2018 sawmill pic6
- Site Photo - 2018 sawmill pic7
- Site Photo - 2018 sawmill pic8
- Site Photo - 2018 sawmill pic9
- Site Photo - 2018 sawmill pic10
- Site Photo - 2018 sawmill pic11
- Site Photo - 2018 sawmill pic12
- Site Photo - 2008 sawmill pic1
- Site Photo - 2008 sawmill pic2
- Site Photo - 2008 sawmill pic3
- Site Photo - 2008 sawmill pic4
- Site Photo - 2008 sawmill pic5
- Proposal Sketch - 58053
- Certificate of Title - 012-206-687

## ALC Attachments

None.

## Decisions

None.

**982 Old Vernon Rd  
Sawmill Photos  
Circa 2008**

**ATTACHMENT** A

This forms part of application  
# A19-0018

Planner Initials **BC**

City of **Kelowna**  
DEVELOPMENT PLANNING



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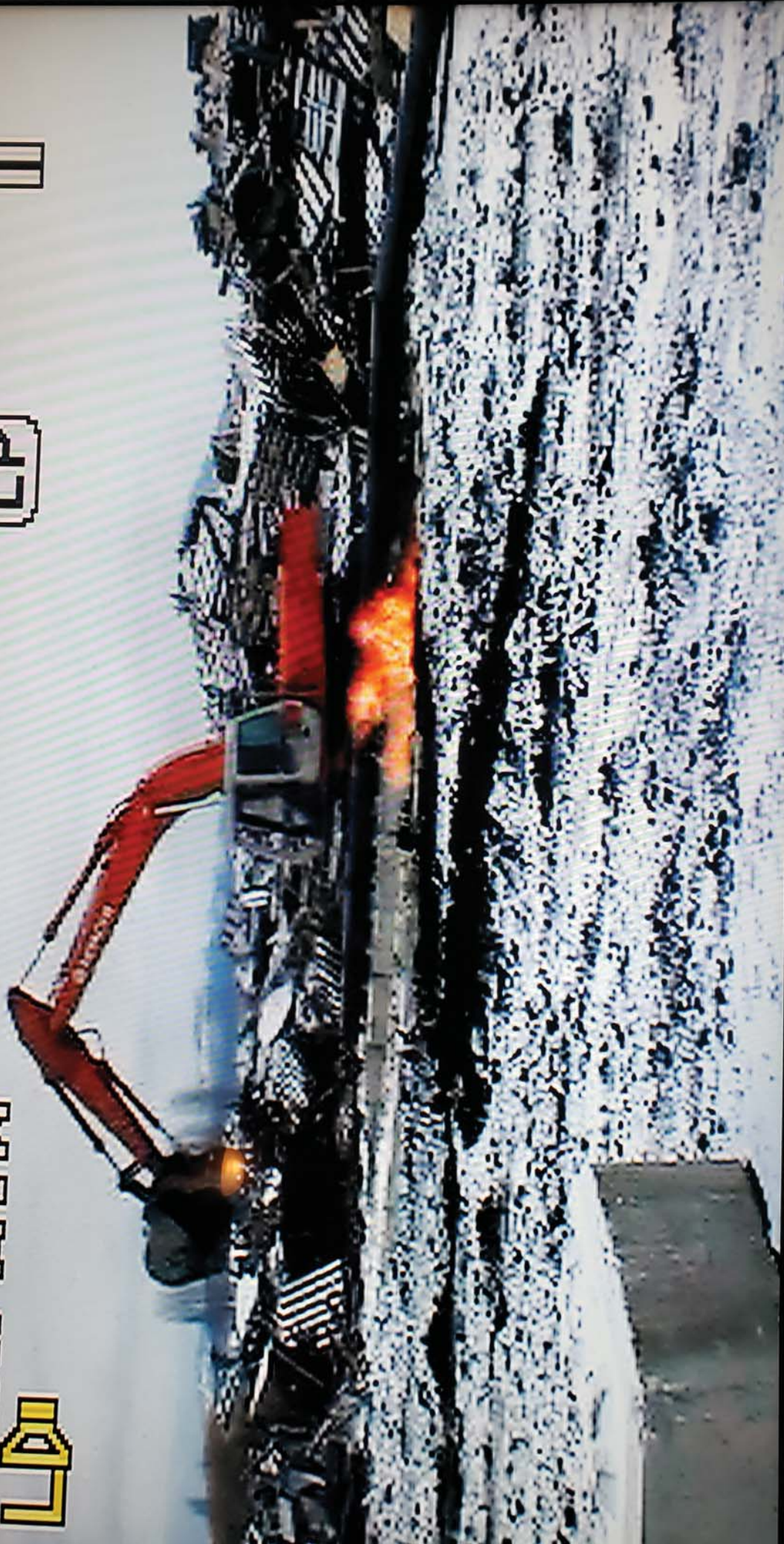




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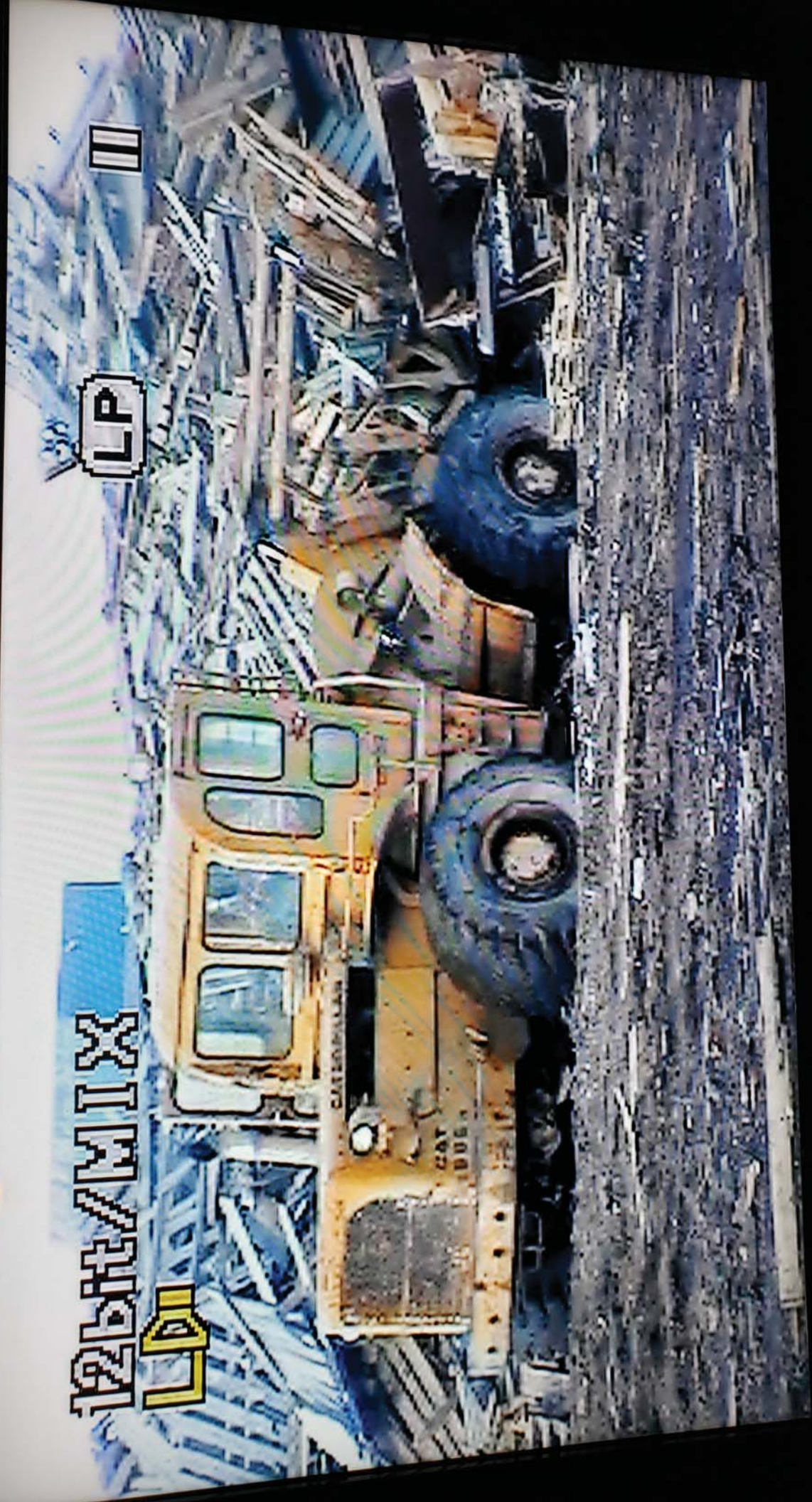


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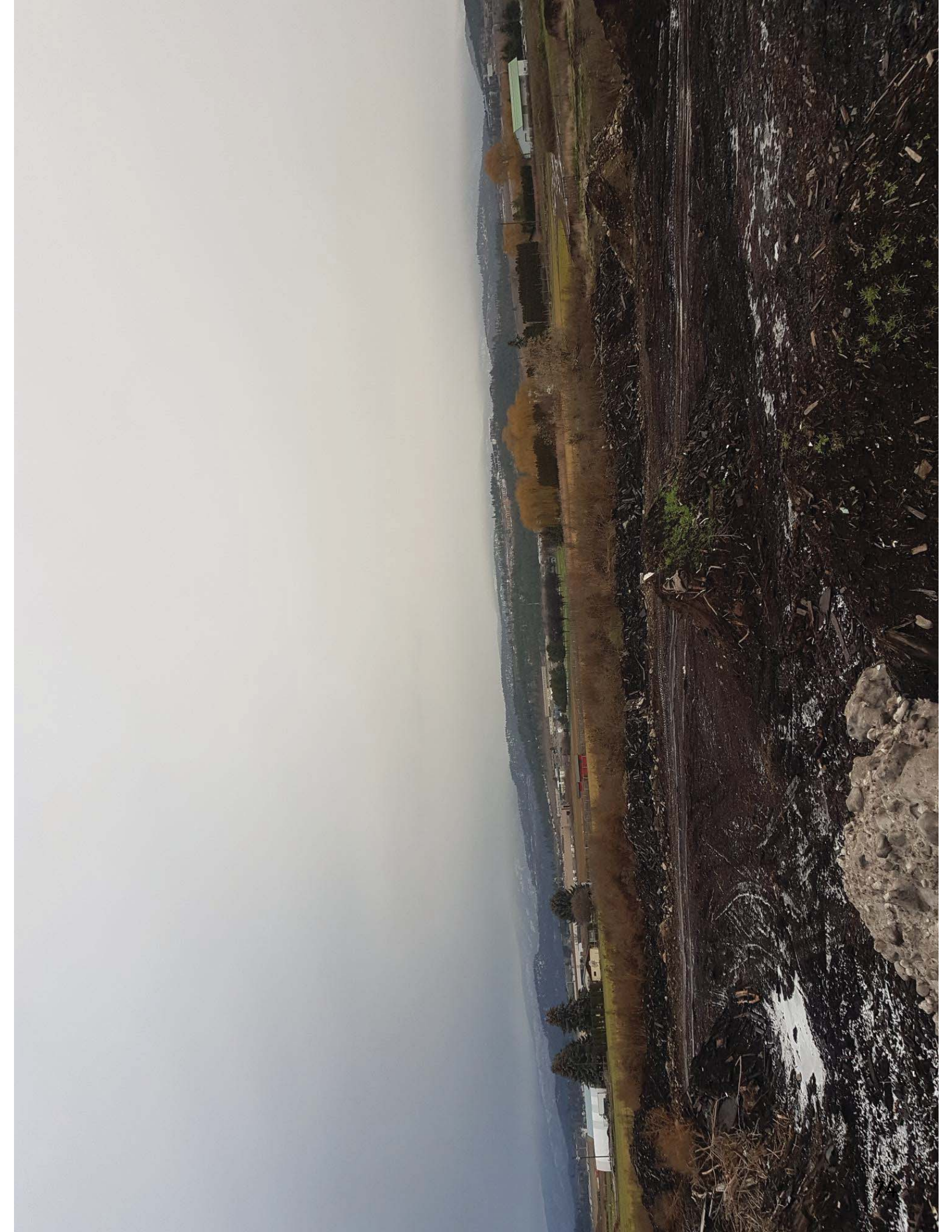


982 Old Vernon Rd  
Current Property Photos  
2018 and 2019

























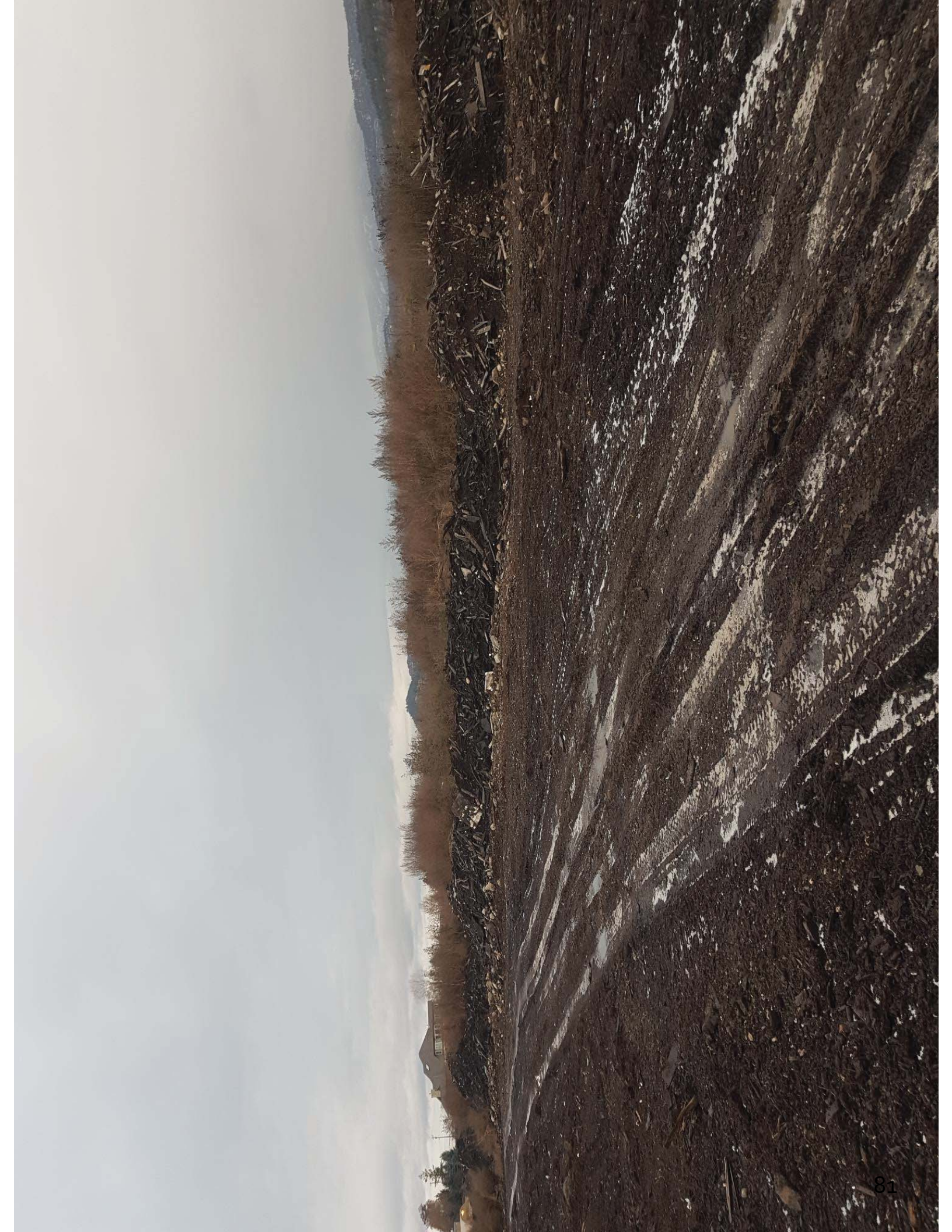




























Green Spark Consulting

|   |          |
|---|----------|
| <b>ATTACHMENT</b>   | <b>B</b> |
| This forms part of application<br># A19-0018  |          |
| Planner<br>Initials   | BC       |
| <br>City of<br><b>Kelowna</b><br>DEVELOPMENT PLANNING |          |

March 31, 2022

Mr. Ryan Nixon  
385 Moyer Road  
Kelowna, BC V1X 4R9

**Attention:** Mr. Ryan Nixon

**Reference:** Agrologist's Report to Support City of Kelowna Temporary Use Permit Application

---

## Introduction

This report has been prepared at the request of Mr. Ryan Nixon, lessee at 982 Old Vernon Road, Kelowna, BC. Mr. Nixon is requesting a Temporary Use Permit (TUP) from the City of Kelowna to continue to operate as a commercial activity on lands provincially designated as Agricultural Land Reserve (ALR). This report is intended to support the application for a TUP with the intent to continue to conduct current operations on the leased property.

A background review of available information was completed along with a site visit to further assess activities on the property. This Agrologist's Report describes the current site conditions and operational activities, and summarizes the best management practices being administered on and near the property.

## Background

It is the author's understanding that a non-farm use application to the ALC for the operation of a commercial business on the property was submitted to the ALC on June 22, 2020. The application was forwarded to the City of Kelowna prior to being submitted to the ALC for review. It is expected that this report will support the review by the City of Kelowna for the TUP.

Prior to Mr. Nixon leasing the land, the site was previously managed by Better Earth and previous to that, the site operated as a sawmill for many years. It is the author's understanding that the mill operated prior to the land being designated under the ALR and was included in once the property was mapped and designated as ALR.

Of notable mention, the adjacent property at address 1040 Old Vernon Road also contains remnant wood waste from the mill. However, Mr. Nixon's lease is on 982 Old Vernon Road; he does not conduct operations on the adjacent property.

## Assessment/Review Methods

To fulfill Mr. Nixon's request, the following was completed in preparation of the Agrologist's Report:

- Review history of site through publicly available information
- Review of City of Kelowna's bylaw information on temporary use permits
- Review Agriculture Land Commission's soil placement and fill policies
- Site visit on March 10 to meet with Mr. Nixon to assess site information including documenting observations of current operations, measuring soil piles, and collecting photo documentation.

## Site Description

The site is a 10-acre property located at 982 Old Vernon Road, Plan KAP546 Lot 3 (Images 1, 2, 3 below, and Image 4 at the end of this report). The soil is labelled silty clay loam, as per the Soil Information Finder Tool (SIFT)<sup>1</sup>. Portions of the property have wood waste remaining from the time the site was operating as a sawmill. The site also contains some landscape materials including boulders, orchard and organic landscaping waste that Mr. Nixon accepts as part of his commercial operation. In addition to organic material on site, large machinery, trucks and office trailers were observed on site. The equipment was identified onsite for the purposes of moving material and the facilities were for general administration operations.

There are various piles of soil, wood, and rock in different stages of processing throughout the property. As mentioned in the section above, Mr. Nixon screens out undesirable (large woody debris) material from the soil piles to produce two piles; one woody debris pile and one amended soil pile to be sold his commercial operation. Sections of the property to the northwest are also designated for red wiggler vermiculture and observations of vermiculture were documented (Photo 3).

General measurement of soil piles were taken to estimate volume; the volume of soil on site is estimated at 1122 m<sup>3</sup>. The volume of the pile was 374 m<sup>3</sup>. There were approximately 3 piles of soil on the property roughly this size, so the total estimated volume of soil is approximated as 1122 m<sup>3</sup>.

<sup>1</sup> BC Soil Information Finder Tool. <https://www2.gov.bc.ca/gov/content/environment/air-land-water/land/soil/soil-information-finder>. March 14



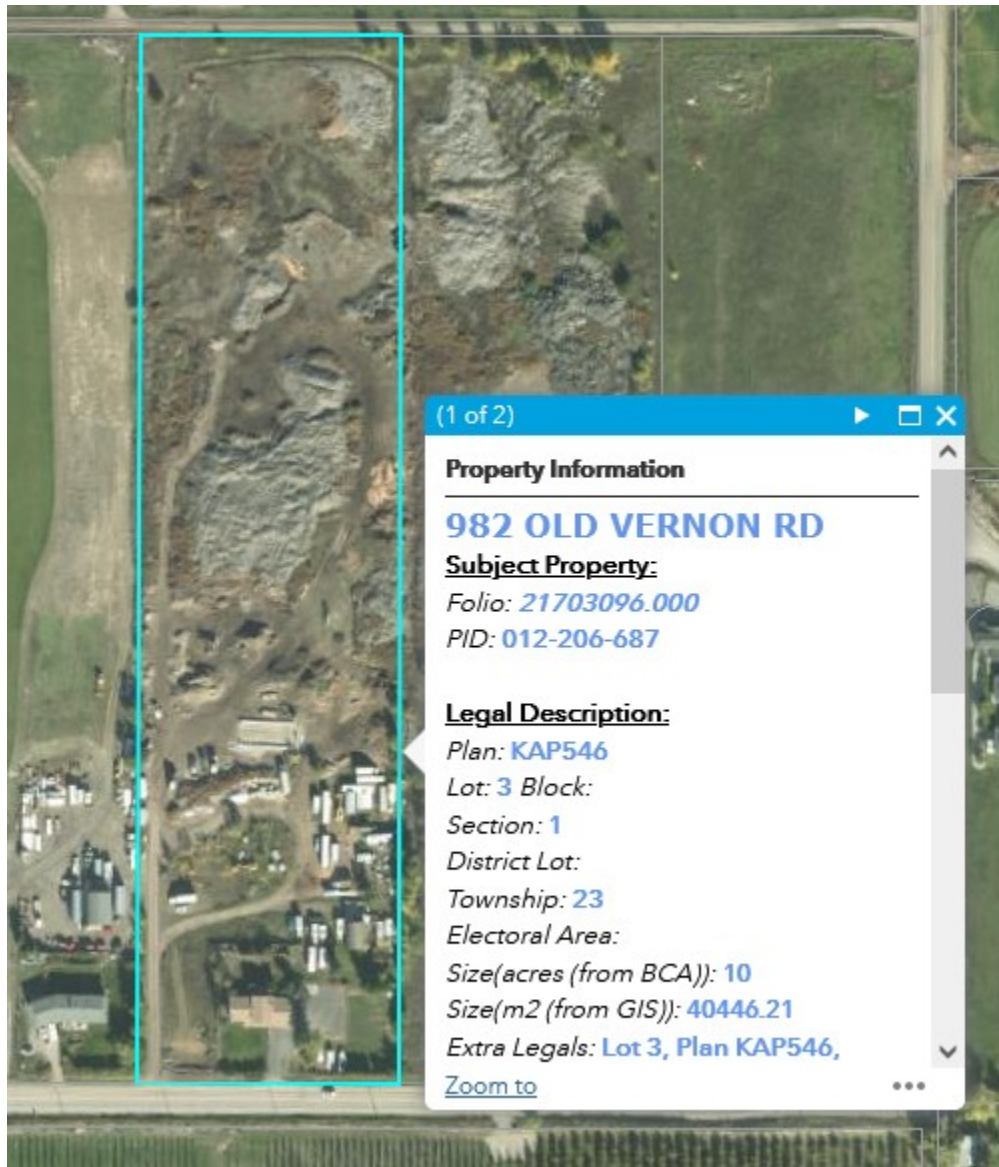


Image 1. The assessed property is at the centre of the image. Facilities and equipment are at the south end of the property, while remnant wood waste and processed soil are at the north end. Taken from City of Kelowna online mapping tool at <https://www.kelowna.ca/city-services/maps-open-data/orthophotos>.



Image 2. Close up of northern half of property Taken from City of Kelowna online mapping tool at <https://www.kelowna.ca/city-services/maps-open-data/orthophotos>



Photo 3. Close up of southern half of property. Taken from City of Kelowna online mapping tool at <https://www.kelowna.ca/city-services/maps-open-data/orthophotos>



## Current Operations on the Property

A site visit of 982 Old Vernon Road was conducted on March 10<sup>th</sup>, 2022 between 9am and 11:30am. The property was assessed by Carl Withler, P.Ag. and Catherine Piedt, P.Ag. with the objective of better understanding the property's history and the nature of current and proposed activities on site.

The site continues to have remnant wood waste around the property. Mr. Nixon is in the process of reducing the existing wood waste through soil amendments and processing, as well as creating a small vermiculture operation with red wiggler worms to be sold for landscaping material. Mr. Nixon understands he is operating his business contrary to ALR regulations and seeks to receive a TUP to continue conducting the current operations while working to clean up the sawmill's wood waste. The operational activities currently taking place on the property included the following:

- Reducing remnant wood waste from the old mill by screening and separating material (Photo 1)
- Operating a vermiculture operation (Photo 2)
- Accepting outside material for use in soil amendment processing, such as boulders, orchard and other waste material (photo 3)
- Grinding up orchard waste
- Amending soil (photo 4)
- Grinding up boulder material
- Selling amended soil

Further to Mr. Nixon's operations, A1 Tree Falling Services were on the property. This report does not provide comment on their operation on this property.

## Best Practices

During the site visit, Mr. Nixon reviewed the best management practices being utilized to minimize potential for effects resulting from dust generation and dispersal, noise disturbance, contaminant leaks and spills, ignition and spread of fire, and introduction / spread of invasive species. This includes the measures listed below.

- A berm has been built on the north end of the property to reduce potential for noise pollution to south facing neighbours (to the north). The berm will be seeded with approved seed mixes to reduce potential for introduction and spread of invasive plants.
- A water truck is brought in at required frequencies to control for dust. The owner is aware that calcium chloride may be required during the heat of the summer.
- Street sweepers are used as needed along Old Vernon Road to limit accumulation of dirt and mud from the road surface.
- Past fire history related to remnant materials are known to the operator. Given this potential, there is an active fire monitoring program to prevent spontaneous combustion.
- The requirement for all contractors to bring clean (not hydrocarbon-soaked material) onsite is communicated. Random inspections occur on delivered material.
- Frequent inspection of equipment for potential oil leaks.

## General Commentary and Recommendations

Mr. Nixon is aware his operations are running contrary to current ALC regulation by carrying out commercial activity and is aware of the need for a TUP to continue such operations. Despite the commercial activity, Mr. Nixon is cleaning up remnant wood waste and processing what would have been waste material into a useable product. In carrying out this activity, there is a significant reduction in potential fire risk (spontaneous combustion of piles). Large piles of waste material are processed into smaller, useable piles of landscaping material and sold to local landscapers.

Observations on site confirmed he is managing the operation in a manner to reduce potential effects related to noise, dust, fire and environmental considerations.

It is the author's recommendation that despite the ALR contraventions, the operation to clean up the previous sawmill's wood waste is, overall, a beneficial activity that needs to be completed. Specific recommendations are provided below.

- Create a 3 meter wide no operating buffer inside the property boundary.
- Vegetate and seed the berm on the north of the property.
- Continue with dust control as needed; potentially including calcium chloride treatment..
- Monitor site activities on a semi-annual basis with reporting submitted to project proponent and city staff.

Provided the recommendations are followed, this report recommends issuing a temporary use permit with the option to renew after the first term. If a first and second term are granted, and if the operator wishes to renew after the second term, a full application to the ALC must be made at that time.



Photo Documentation (all photos taken March 10, 2022)



Image 4. Overview of 982 Old Vernon Road and adjacent property (taken from <https://maps.kelowna.ca/public/mapviewer/>)



Photo 1. View of typical pile of remnant wood waste





Photo 2. View of vermiculture operation (forefront), and noise berm in the background



Photo 3. View of orchard waste brought in for processing





Photo 4. View of property with amended soil



Photo 5. View of machinery and site office in the background



Photo 6. Berm constructed to reduce noise pollution



**ATTACHMENT** **B**  
This forms part of application  
# A19-0018

Planner Initials **BC**

City of **Kelowna**  
DEVELOPMENT PLANNING



## Closing

We trust this information meets your present requirements. If you have any questions or comments, please contact the undersigned.

Sincerely



Carl Withler, BSc., P.Ag. (#695)  
Withler@shaw.ca



Catherine Piedt, B.Sc., P.Ag (#3258)  
[Catherine.piedt@ecora.ca](mailto:Catherine.piedt@ecora.ca)

**Statements of Qualifications as Required by the Professional Governance Act of B.C.**

**C.E. Withler B.Sc. P.Ag-Statement of Qualifications.**

Carl Ernest Withler, is a Professional Agrologist (#695) registered and in good standing in the province of British Columbia and has been so for over 30 years. Because of this registration he is bound by a code of ethics, guided by standard and normal practices and uses scientific and field information to come to logical and rational recommendations and decisions.

Specific to this report Mr. Withler has spent 40 years in production agriculture working in every commodity from land levelling to viticulture management in Canada and abroad. During his working career Mr. Withler worked very closely with the Agricultural Land Commission (ALC), Ministry of Agriculture Strengthening Farming program staff and Local Government planners to create and review bylaws related to agricultural production. As well, Mr. Withler is relied on by Farm Industry Review board hearings as a “Knowledgeable Person” and allowed to offer opinion regarding normalized farming practices. Recently, the author retired from the provincial civil service as the Industry Specialist for the Tree fruit and Grape industries and is working as an Environmental Farm planner and replant inspector for the Treefruit Replant program. Mr. Withler is now the lead Agrologist for Green Spark Consulting.

**Catherine Piedt, BSc., P.Ag – Statement of Qualifications.**

Catherine Piedt is a Professional Agrologist (#3258) with 16 years of experience in environmental management. A professional agrologist registered in good standing in the province of British Columbia for five years, she began her agrology career working on agriculture capability assessments around the Okanagan.

Her most recent experience includes working on environmental land management planning with a focus on impact assessment from resource and industrial development to environmental, cultural, and agricultural values. She has been collaborating with First Nations to complete detailed reviews, on their behalf, of a broad range of permits across BC. Through diligence to technical standards and sensitivity to local knowledge and traditions, she ensures that all concerns regarding effects on environmental and traditional values are respectfully and confidentially voiced and incorporated into the regulatory and consultation processes. Catherine currently manages an environmental sciences team at Ecora Engineering & Resource Group in Kelowna. She is bound by a code of ethics through the British Columbia Institute of Agrology, and by a set of standards in the recent Professional Governance Act.



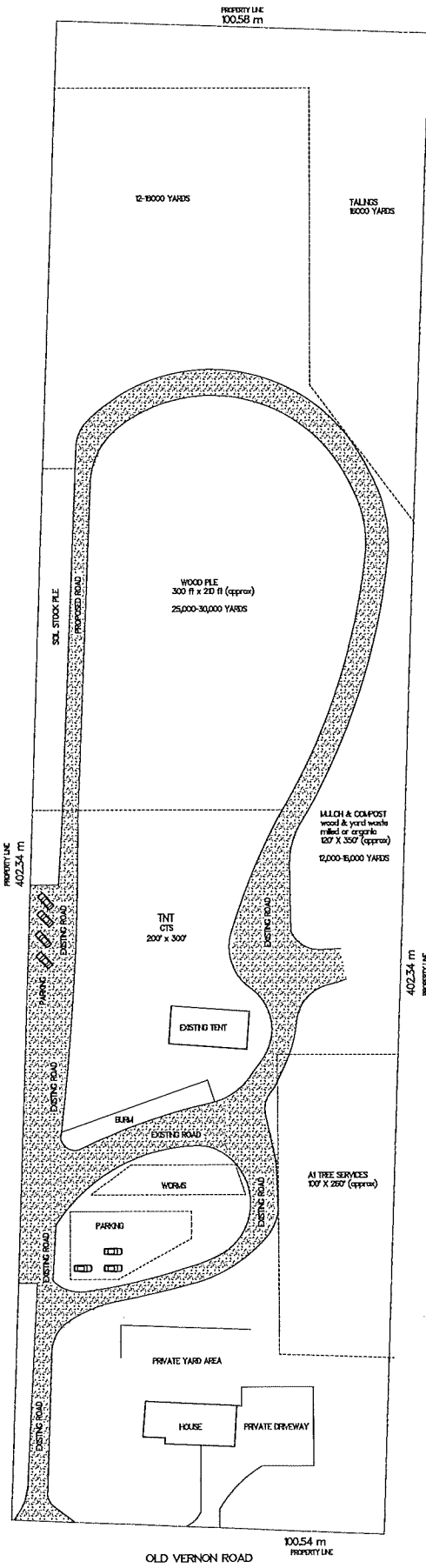
# ATTACHMENT B

This forms part of application # A19-0018



City of Kelowna  
DEVELOPMENT PLANNING

Planner Initials **BC**



NOTES

| No. | Date | Description |
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|     |      |             |
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982 Old Vernon Rd

SITE PLAN

SCALE 1" = 32'  
 DRAWN BY M. GRIFF  
 CHECKED BY  
 DATE APRIL 2, 2020  
 DATE OF PRINT

PROJECT NO.  
 SITE PLAN 1  
 SHEET NO.

Issued by: DYNACORP

January 4, 2023

City of Kelowna  
 1435 Water Street  
 Kelowna BC V1Y 1J4

Via email: BCrawford@kelowna.ca

**Attention: Barbara Crawford**

**Reference: 982 Old Vernon Road**

Ryan Nixon, lessee, is pleased to provide this letter with supplemental information, as requested by the City of Kelowna, to support an existing temporary non-farm use application at 982 Old Vernon Road (previously applied for in June 2020). The request was sent through City of Kelowna email correspondence from Barbara Crawford dated September 29, 2022.

Specific requests included:

- Volumetric estimates of waste wood and soil required for restoration;
- Land use information including revised site plan, land uses and purpose/size, future approach; and
- Fire management and monitoring plan.

The requested information for volumetric estimates, land use information, and the monitoring plan are presented below with the site plan and fire management plan presented as appendices at the end of this letter.

### Volumetric Estimates

| Material              | Measurement (m) | Total Volume (m <sup>3</sup> ) |
|-----------------------|-----------------|--------------------------------|
| Worm Farm             | 30 x 30 x 0.9   | 822                            |
| Screened soil         | 6 x 35 x 3.7    | 777                            |
| Mix off, mill waste   | 40 x 20 x 3.7   | 2,920                          |
| Processed mill waste  | 10 x 75 x 3.7   | 2,775                          |
| Tailings              | 75 x 75 x 4.9   | 27,562                         |
| Green waste           | 30 x 80 x 3.7   | 8,880                          |
| Below grade materials | Visual estimate | 30,582                         |
| To be screened        | 15 x 15 x 4.9   | 1,102                          |
| Topsoil bulk          | 20 x 7 x 3.7    | 518                            |
| Wood pile             | 20 x 20 x 2.1   | 840                            |
| Berm and tailings     | 40 x 10 x 4.9   | 1,960                          |

Material volume measurements were completed with a standard tape measure measuring length, width and height. Standard geometric volumetric calculations were then used for total cubic meters of each pile.



## Land Use Information and Future Plan

### Current Land Use

TNT Trucking (owner Ryan Nixon) manages a remediation operation on the property of 982 Old Vernon Road. The operation includes accepting sand, soils, subsoils, aggregates, and inert earth materials for mixing and blending with composted or decayed mill waste which is remnant material at 982 Old Vernon road from past milling operations.

To create finished soil products and vermiculture medium, the above noted materials go through the scanner; unless oversized, in which case they go into the mixed tailings piles. As time permits, and as mixed tailings compost, they are re-ground and re-screened multiple times. Garbage and contaminants are removed. Oversized rock is crushed, ground and shredded with oversize wood waste. Any materials left after this processing are trucked from site to the municipal landfill for disposal.

The green waste pile is used for the worm farm (vermiculture) and for blending and disposing of the tailings pile. As it is oversized, it is expected to take time to grind down. Fresh inputs are needed to continue the soil production along with the incoming soils, subsoils, sands and aggregates with the other piles.

As well as producing high organic matter, topsoils for landscaping, and home gardening purpose, a small portion of the property is used as a vermiculture operation. It is the interest of Ryan Nixon to expand vermiculture production across the whole property into the future, continuing to process green waste and sell worm castings. This activity will be considered into the future through a Non-Farm Use application to the ALC nearer the expiration date of the T.U.P. currently under consideration.

In addition to the remediation and vermiculture operations, TNT operates a general hauling business on the property which consists of moving material on and off the property. The equipment required for operations includes excavators, crushers, and grinder shredders. A Gradeall cover is established onsite for use during equipment repairs and maintenance. Parking and equipment are kept separate from the operations area. Parking remains along the side of the property near the front and in the center between equipment.

### Future approach

At this time, the lessee's intent is to conduct current operations in a manner that will contribute to reclaiming the land for future agricultural use; vermiculture and soil production. The operations are on track to operate a temporary use on a short-term basis only, with the goal to reduce all remnant materials remaining from the sawmill operation. Remnant waste is being managed and actively being reduced to meet this goal. Operations onsite will continue to manage remnant waste and work towards reducing material on site and return the land to an approved agricultural use .

We understand that the City has requested specific details on timelines for how quickly the material will be reduced. This is currently unknown, and any estimates at this time to determine how fast the piles will be reduced would be premature and inaccurate. However, to address the request, it is proposed that follow up measurements of each of the piles be completed in three months time. At that point, a comparison table detailing the first set of measurements and the second set can be reviewed and a more accurate estimate of timelines for eliminating the waste altogether can be provided. It is anticipated that all remnant waste material will be processed within the period time allowed by the issuance of one T.U.P and assuming monitoring is confirming continued waste reduction as second T.U.P. This is a maximum of 6 years from time of issuance.

After the remnant mill waste is processed, the lessee intends to continue the trucking operation, accepting material, and grow the vermiculture operation. It is acknowledged that a N.F.U. application will need to be submitted to carry on activity beyond T.U.P. issuance and will be undertaken by the lessee.

The current N.F.U. application in the ALC portal does not reflect the intention of the lessee and should be removed at this time so that there is no confusion between the landowners past intentions and current lessee's vermiculture intentions for this property.

### Restoration Plan

It is understood that there is a request from the City of Kelowna for a restoration plan with details for restoring the land to agricultural standard. The following steps (at a minimum) would likely be required to complete restoration:

1. Process all remnant waste from the sawmill operation.
2. Remove non-farm use structures, with the exception of property and structures associated with the residence and any future approved operations.
3. Identify areas on site suitable for potential agriculture capability and soil productivity (with the addition of topsoil).
4. Spread topsoil in suitable amounts in the areas identified. At this time, it is estimated that about 61,000 m<sup>3</sup> of soil would be required to meet the agricultural standard for productivity.

The lessee is unable to commit to all four of these steps at this time due to the significant associated financial burden and uncertain future land use. The operator will commit to continuing to work on reducing the remnant mill waste, which, regardless of the current operations on the property, is the necessary first step towards restoring the land to productive agriculture land. The lessee requests approval of this temporary use permit application with the ability to review steps two through four annually, under the permit, to determine feasibility in subsequent years.

### Monitoring Plan

The following monitoring plan is proposed to ensure land use remains on track with the City of Kelowna's future land requirements.

- Ensure that equipment, parking and non-farm activities remain within the defined area in red on the submitted site plan.
- Ensure no large boulders or trash remain on site between inspections.
- Ensure all materials involved in the working operations on the property do not overlap or extend into neighbouring properties.
- Ensure volume of remnant mill waste continues to be reduced. With a target date of 2026 for none being on site.

Monitoring of the above bullets is proposed at a frequency of one site visit every six months to ensure compliance.



## Site Plan Details

The information provided below provides details on the site plan, attached as Appendix A at the end of this letter.

Starting at the south end of property and moving north:

- Residence and yard
- TNT work area to the West, A1 Tree Service to the East
- Parking to the West, green waste to the East
- Incoming, unprocessed materials to the West. These materials get screened and separated into fines, midsize and oversize. The fines are used in topsoil production and sold as they become available. Midsize material is sold and used for road topping. Unprocessed material is used to fill large cavities after excavation of below grade material. Oversized rock is crushed and sold as compactable base material.
- Grinder and mixed tailings to the East
- Mixed mill waste with soil is blended with leftover mill waste and screened soil
- Worm farm is to the Northwest, Topsoil bulk and material to be screened to the Northeast
- Berm and tailings at the north end (back of the property) to be addressed as bulk materials are needed

We trust this information meets your present requirements. If you have any questions or comments, please contact the undersigned.

Respectfully submitted,

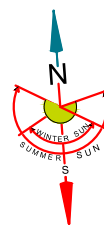
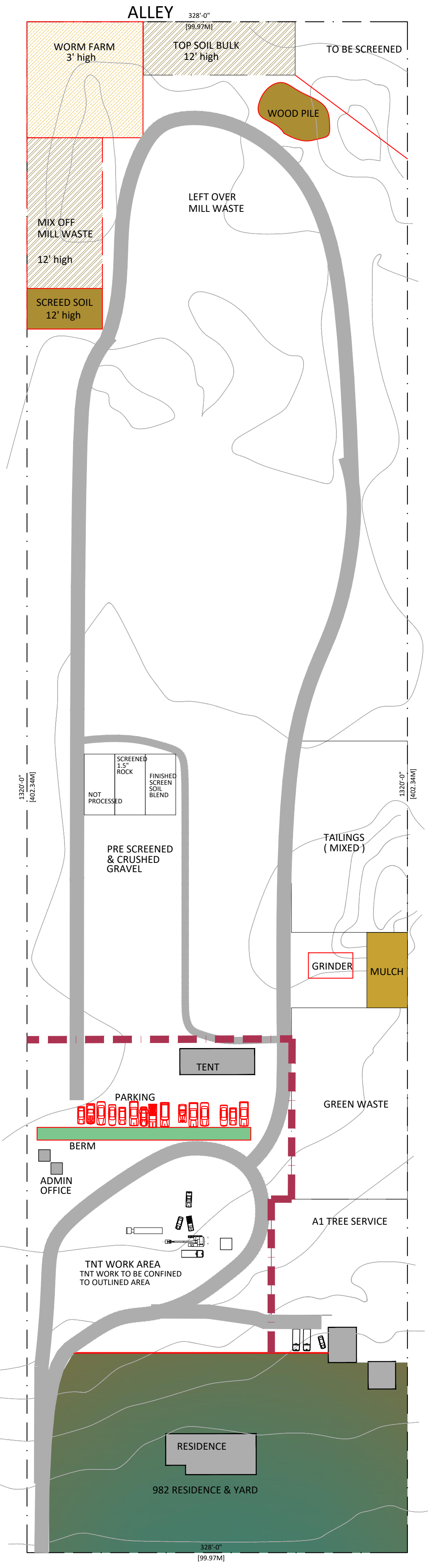


Catherine Piedt, P.Ag (Registrant #3258)

# Appendix A

## Site Plan





**ATTACHMENT C**

This forms part of application  
# A19-0018

Planner Initials **BC**

**PROJECT INFORMATION:**

982 OLD VERNON ROAD  
KELOWNA, B.C.  
V1X-6T8

LOT 3  
PLAN KAPS46  
LOT SIZE  
10 ACRES

KID 236036

PID 012-206-687

ZONING A1

WATER PROVIDER  
BMID

| DATE | NO. | BY | REVISION |
|------|-----|----|----------|
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**TUP Application Plan  
2023-2026  
982 OLD VERNON ROAD**

**CONSULTANT**  
HOLDEN'S  
DRAUGHTING & DESIGN  
832 SAUCIER AVENUE  
KELOWNA, B.C.  
V1Y-6A3  
Phone: 250.868.0952  
Fax: 250.868.0952  
Email: h.holden@hhd.ca

**PROJECT**  
982 OLD VERNON ROAD  
KELOWNA, B.C.

**SHEET TITLE**  
SITE PLAN & NOTATION

|         |             |           |            |
|---------|-------------|-----------|------------|
| DRAWN   | RAH         | SHEET NO. | <b>A 1</b> |
| CHECKED | C.W.        | Rev. 0    |            |
| SCALE   |             |           |            |
| DATE    | Nov. 28, 22 |           |            |

OLD VERNON ROAD

# Appendix B

## Fire Management and Monitoring Plan





# Fire Management and Monitoring Plan

## *982 Old Vernon Road*

Attention:  
Barbara Crawford, P.Geo.  
Planner II | City of Kelowna

November 10, 2022



Photo 1. Property located at 982 Old Vernon Road

---

## ***Purpose and Background***

---

This report is written in response to the request from City of Kelowna staff for a Fire Management and Monitoring Plan for 982 Old Vernon Road, ‘the subject property’ and is a follow up to the plan prepared and submitted in the spring of 2022. The subject property, currently operated by Mr. Ryan Nixon, is associated with an ongoing file with the City of Kelowna in which a Temporary Use Permit (TUP) is currently under review. This Fire Management and Monitoring plan:

- provides a description of site activities;
- presents fire management resources;
- describes the identified potential fire hazards; and
- provides specific mitigation measures to reduce fire risk.

A site visit was conducted on March 10, 2022 to assess site information to support The TUP application. A follow up site visit was conducted on November 2, 2022 to obtain additional information to further support the application, and to develop the fire management and monitoring plan.

---

## ***Site Activities***

---

As detailed in the Agrologist’s report provided in the spring of 2022, the current activities on site include:

- reducing remnant wood waste from the old mill by screening and separating material;
- operating a vermiculture operation;
- accepting outside material for use in soil amendment processing, yard waste, orchard prunings and other waste material;
- grinding up orchard waste;



- Amending soil;
- Grinding up boulder material; and
- Selling amended soil .

## Fire Management Resources

The Regional District of Central Okanagan provides information on fire protection on their FireSmart webpage. The information provides recommendations for home, property and neighbourhood protection<sup>1</sup>.

Furthermore, FireSmart Canada offers recommendations for actions that alleviate fire risk<sup>2</sup>.

Taken from the FireSmart Canada webpage, the ten recommended actions are listed in Table 1 below.

**Table 1.**

| FireSmart Tips   |  |
|--|--|
| Download the FireSmart begins at home app  | Remove combustible material from under decks. Keep a non-combustible zone around the house and deck. |
| Clean and maintain gutters. Keep decks and balconies clear of leaves and debris. | Keep grass and weeds below 10 centimeters  |
| Plant wildfire resistant vegetation  | Add non combustible 3-millimetre screens to external vents   |
| Prune trees to create a two-metre clearance from ground                          | Move firewood at least 10 metres away from home  |
| Hold sheds and other structures to the same standards as your home               | Have a wildfire evacuation plan  |

## Specific Mitigation

Mr. Nixon has communicated that he is taking the following mitigation measures as part of his fire management activities.

**Table 2.**

| Activity | Description   |
|----------|---|
| Planning | Resources such as the FireSmart references (as mentioned above) will be reviewed and communicated with on site staff to discuss how planning and mitigation will occur. |

<sup>1</sup> <https://www.rdco.com/en/living-here/fire-protection.aspx?mid=39882>

<sup>2</sup> <https://firesmartcanada.ca/homeowners/>

|                         |  |
|-------------------------|--|
| Vegetation Management   | Vegetation is managed in a way to lessen the severity of impact from a potential fire. This is achieved on site by fuel removal or reduction, debris clean up, and segregation of piles. Woody debris piles have been reduced. Grinding of the woody orchard waste is scheduled to take place this year. Green waste and piles are watered regularly.                              |
| Preparedness            | The site is kept clean with all woody debris in specific piles that are separated from the building structures. The site is segregated with a material receiving area separate from the operations area. Piles are deliberately kept spaced apart for spread prevention.   |
| Fire fighting Equipment | Equipment on site includes a front-end loader, pump and hoses, hand shovels and a pick. A truck with a 2000L tank is accessible to deliver water to potential fires. A fire hose is left on site laid out along the property line to tee off at any location and get to all sites within the property as needed. As well, on site staff are trained in basic fire fighting skills. |
| Monitoring              | Site operations occur 7am to 4 pm most days as well as daily site visits occur when staff are not working. Mr. Nixon frequently checks over all piles looking for hot spots.   |



Photo 1. Orchard waste has been and will continue to be reduced as part of the site operations.





Photo 2. Remnant wood waste has been and will continue to be reduced as part of the site operations

**Agricultural Advisory Committee  
Minutes**

|  |           |  |
|--|-----------|--|
| <b>ATTACHMENT</b>                            |           | <b>D</b>   |
| This forms part of application<br># A19-0018 |           |  |
| Planner<br>Initials                          | <b>BC</b> | <br><b>City of Kelowna</b><br><small>DEVELOPMENT PLANNING</small> |

Date: Thursday, November 12, 2020  
 Time: 6:00 pm  
 Location: Council Chamber  
 City Hall, 1435 Water Street

Members Present: Domenic Rampone, Aura Rose, Yvonne Herbison (Vice Chair)  
 Members Attending Virtually: John Janmaat (Chair)  
 Members Absent: Keith Duhaime, Derek Brown (Alternate), Avi Gill, Jeff Ricketts, Jill Worboys, Peter Spencer (Alternate), Derek Brown (Alternate)

Staff Present: Barb Crawford, Planner; Alex Kondor, Planner Specialist; Tyler Caswell, Planner; Wesley Miles, Planner Specialist; Clint McKenzie, Legislative Coordinator (Confidential)

**1. Call to Order**

The Chair called the meeting to order at 6:00 p.m.

Opening remarks by the Chair regarding conduct of the meeting were read.

**2. Minutes**

Moved by Domenic Rampone/Seconded by Yvonne Herbison

THAT the Minutes of the August 13, 2020 Agricultural Advisory Committee meeting be adopted.

**Carried**

**3. Applications for Consideration**

**3.1 Old Vernon Road 982, A19-0018 - Jeetender S. Kandola & Manraj K. Kondola**

Staff:

- Displayed a PowerPoint presentation outlining the application.
- Responded to questions from the Committee.
- Reviewed enforcement of a Temporary Use Permit.

Manraj Kondola, Old Vernon Rd, Kelowna, Applicant

- Bought the property in 2005.
  - Provided an overview of the history of the site.
  - Explained that TNT Services are partners with onsite crushing and screening and are showing steady progress reclaiming the land back to farmland.
  - Responded to questions from the Committee.
- The applicant provided an overview of previous ALC applications.

Ryan Nixon, TNT Services

- Reviewed materials being removed from the site.
- Explained that a crusher, grinder, shredder is being used.
- Reviewed the 3-6 year plan to remove soil.
- Reviewed drainage onsite.

Staff responded to questions from the Committee.



Confirmed annual reports were submitted by the applicant over the three years of the Temporary Use Permit.

Moved by Yvonne Herbison/Seconded By Domenic Rampone

THAT the Committee recommends that Council approves the Non-Farm Use to allow a composting operation and storage for tree service companies for a portion of the subject property.

**CARRIED**

Anecdotal Comments

- The Committee recommends to Council that consultation with MOE takes place prior so that any issue can be identified for this site.
- The Committee expressed that continual slow progress is being made to reclaim farmland and they are optimistic it will continue. and reasonable alternative for a very complicated situation/property.

**4. ALC Decisions - Update**

Staff provided an overview of recent decisions in the last few months including applications on Rose Road, East Kelowna Road and Cornish Road.

June Springs Road subdivision application for 2 lots, was given nonsupport by Council and was not forwarded to the ALC.

Staff introduced the new staff liaison for the Committee, Wesley Miles.

**5. Next Meeting**

The next Committee meeting has been scheduled for December 10, 2020.

**6. Termination of Meeting**

The Chair declared the meeting terminated at 7:10 p.m.

---

Chair





City of  
Kelowna

# A19-0018 982 Old Vernon Rd

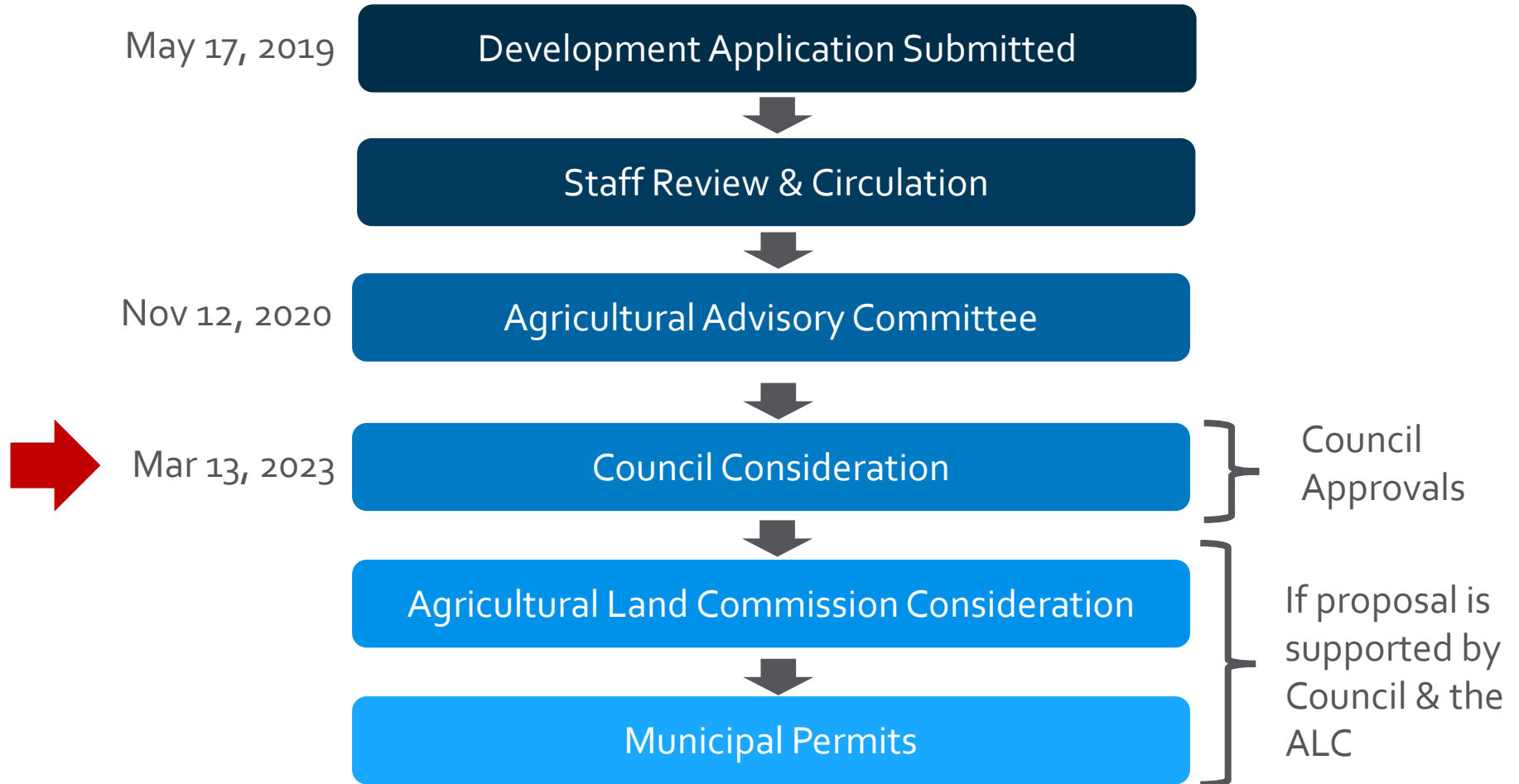
Application to the ALC for a Non-Farm Use Application



# Proposal

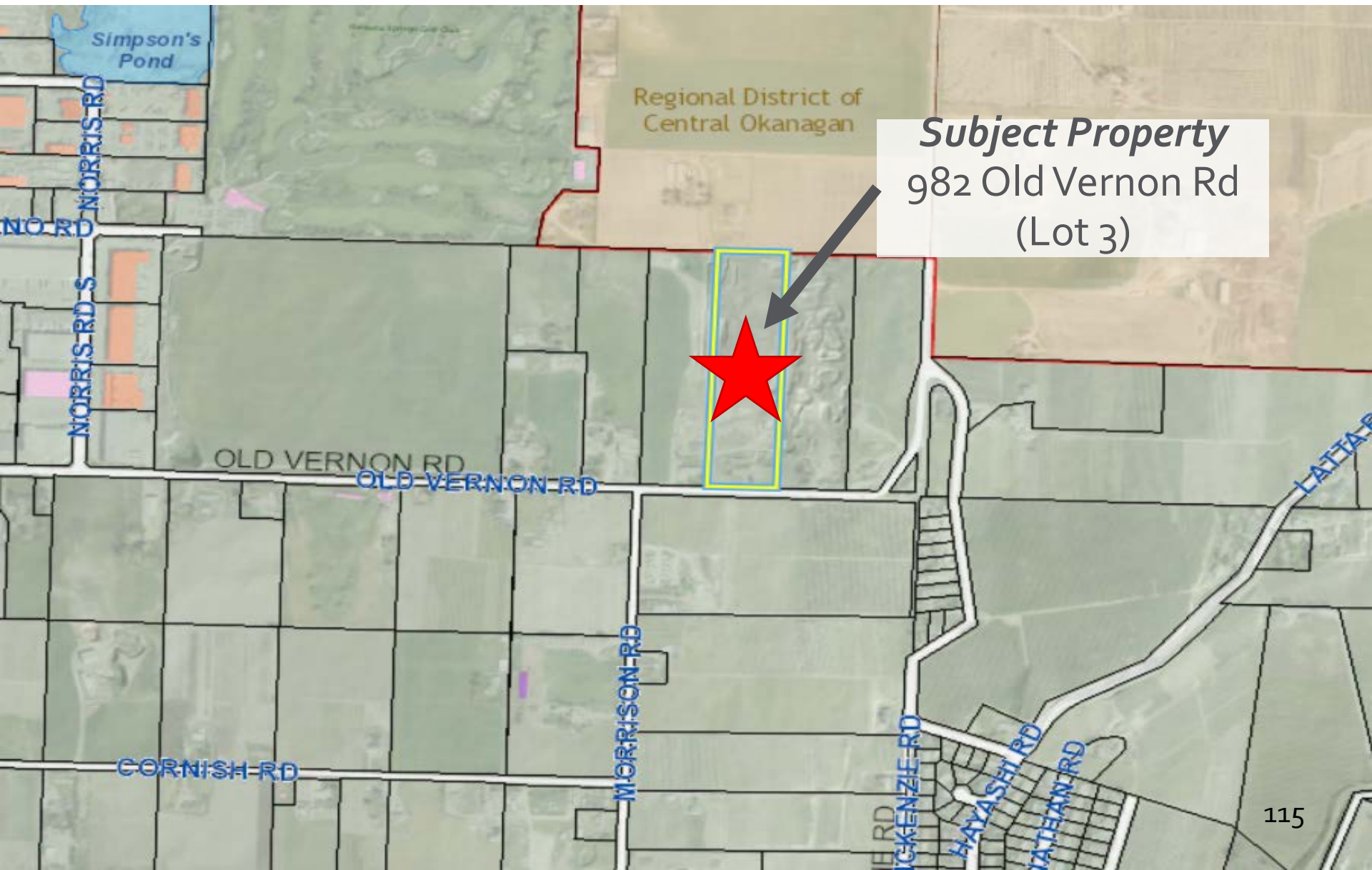
- ▶ To support an application to the Agricultural Land Commission for a Non-Farm Use to allow for a commercial aggregate/soil amendment processing operation, and tree services equipment storage.

# Development Process

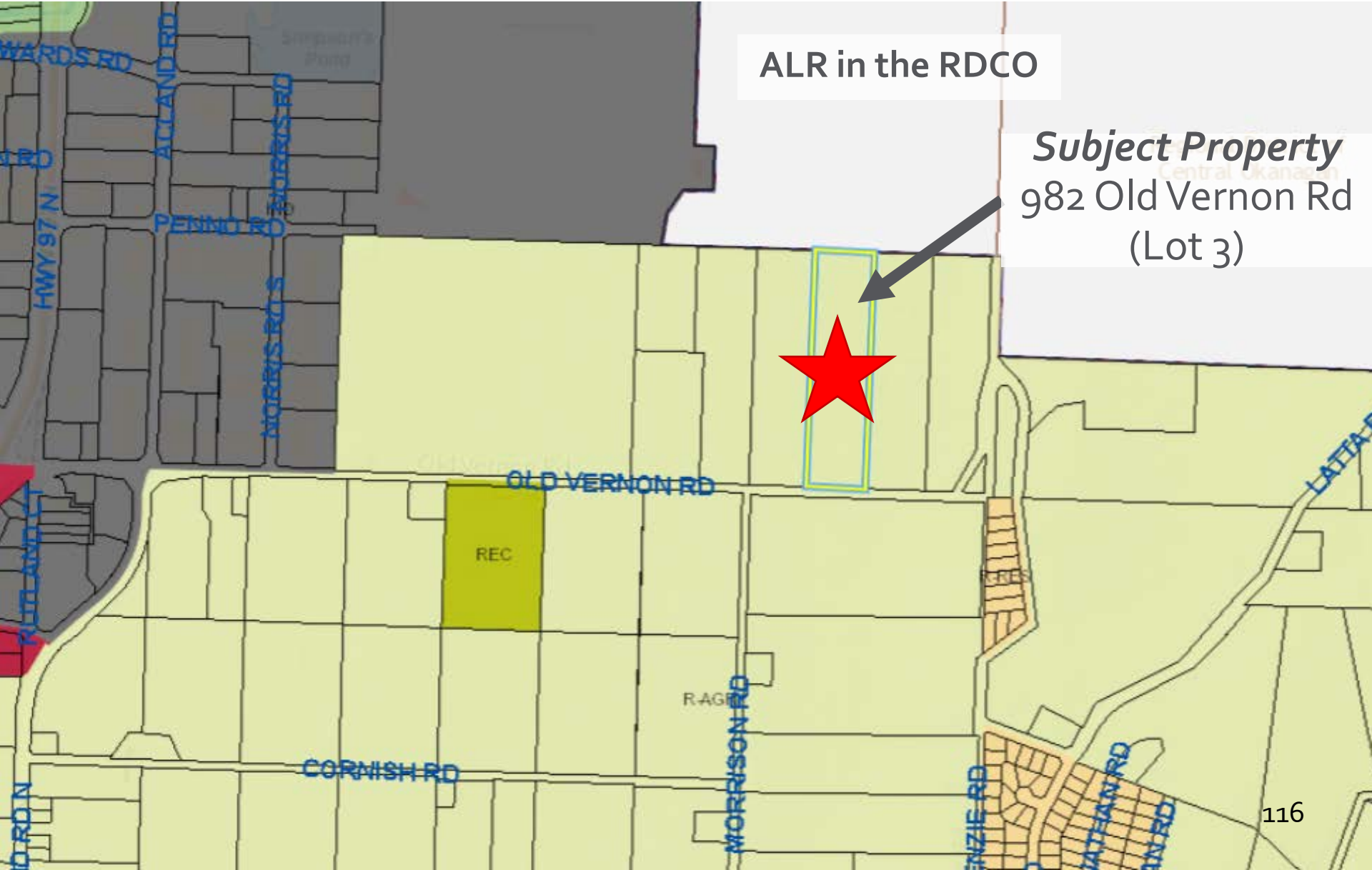




# Context Map



# OCP Future Land Use / Zoning

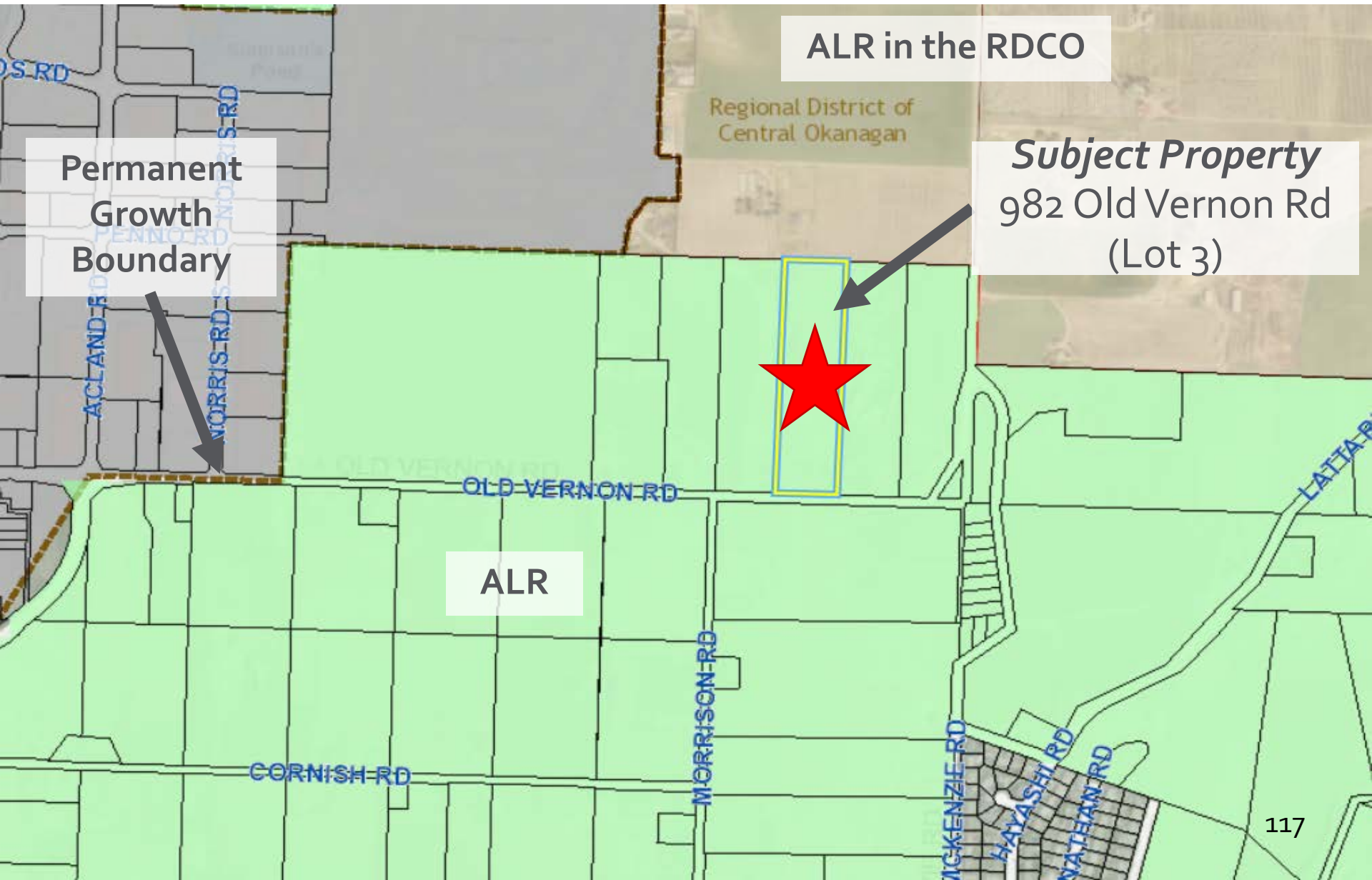


ALR in the RDCO

**Subject Property**  
982 Old Vernon Rd  
(Lot 3)



# ALR & Permanent Growth Boundary



ALR in the RDCO

Permanent Growth Boundary

*Subject Property*  
982 Old Vernon Rd  
(Lot 3)

ALR

# Background – Land Use History

- ▶ ~1950 – 2005 subject property part of the Russo Sawmill
  - ▶ Portion covered in wood waste
- ▶ 2005 purchased by current owners
  - ▶ 122,330 m<sup>3</sup> of wood waste on property
- ▶ 2005 – present current owners tried several methods to remove &/or recycle wood waste



# Background – ALC/City History

- ▶ 1985 – present
  - ▶ Multiple ALC Applications
  - ▶ Enforcement action by ALC & City for non-compliant uses
- ▶ 2018 – 2019
  - ▶ ALC Compliance & Enforcement directed owner to submit current application



944



982

1040

1124

Old Vernon Road

Image 2019



# 2018-2019

1. Non-essential vehicles & equipment removed

2. Footprint reduced

3. Non-Farm Use (NFU)

Application =

***Original Proposal***





944



982

1040

1124



# 2020- Present

1. AAC support
2. Site Disclosure MOE
3. Agrologist report
4. Amend Original Proposal to allow the non-farm uses indefinitely<sup>121</sup>

Old Vernon Road

Image 2023



# Project Details

To allow two commercial businesses to continue operating:

- ▶ **A1 Tree Services (A1)**
  - ▶ Vehicle/equipment storage
- ▶ **TNT Trucking Ltd. (TNT)**
  - ▶ Aggregate & soil amendment processing & storage
  - ▶ Trucking & hauling operations
  - ▶ Vehicle/equipment storage

# Project Details

- ▶ TNT Operations - 2017
  - ▶ Accept landscaping & organic materials – sand, soil, boulders, orchard waste, etc.
  - ▶ Process with sawmill wood waste – aggregate & soil products
  - ▶ Machinery & equipment, trailers, trucks, etc.
  - ▶ Red wiggler vermiculture

# Project Details - Restoration

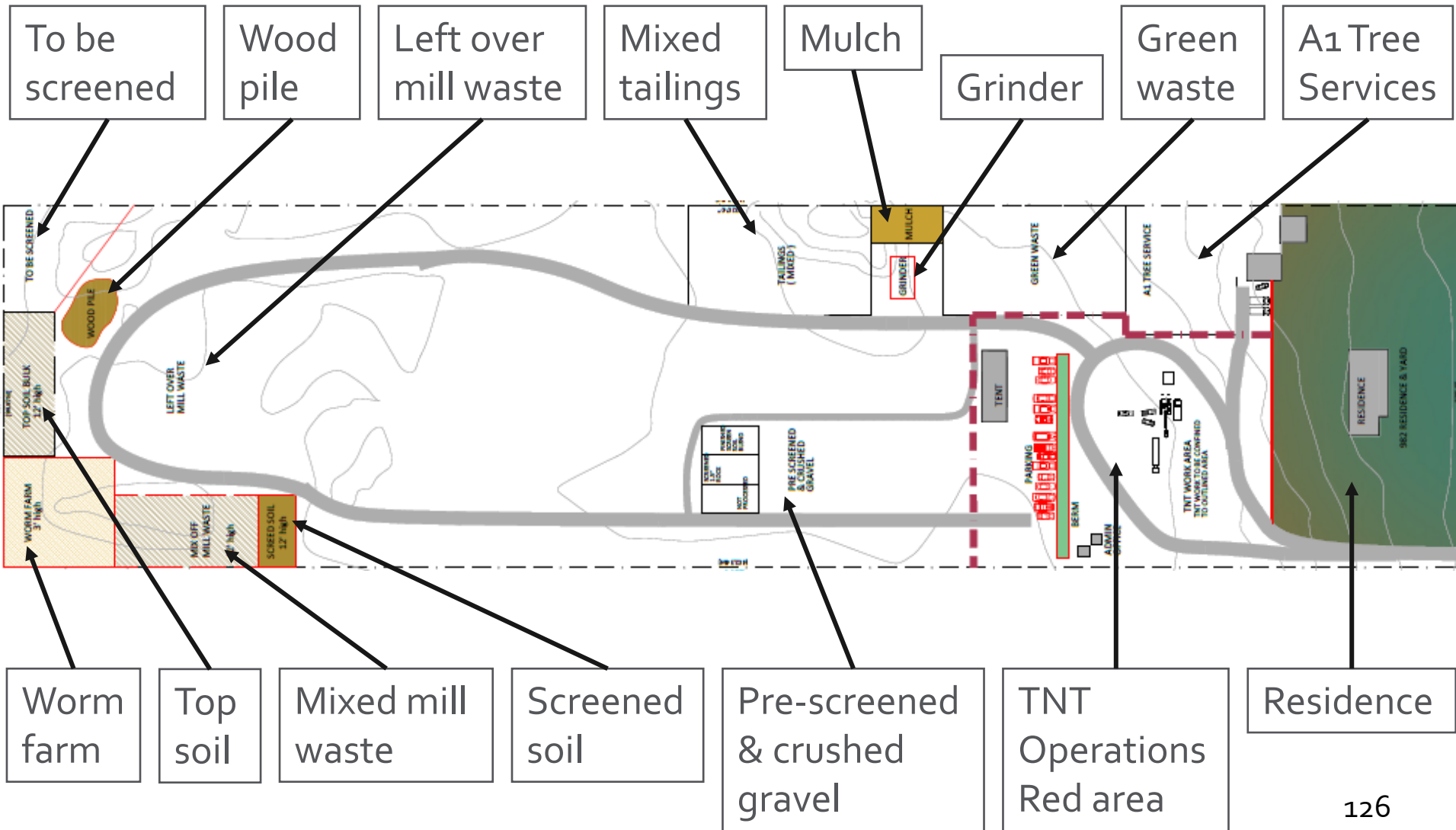
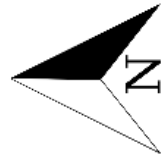
- ▶ As of Nov 2022:
  - ▶ 840 m<sup>3</sup> unprocessed wood waste remain
  - ▶ 77,076 m<sup>3</sup> soil, aggregate & organic materials
- ▶ Process all remnant wood waste
- ▶ Remove non-farm use structures
- ▶ Identify areas suitable for agriculture
- ▶ Spread topsoil in areas identified - 61,000m<sup>3</sup>
  - ▶ Continue processing remnant wood waste



# Project Details – Lessee Monitoring

- ▶ All non-farm use activities & equipment remain within defined area
- ▶ No large boulders or trash remains on site
- ▶ Material used in operation do not overlap into neighbours
- ▶ Remnant wood wate to be eliminated by 2026

# Site Plan



# Non-Farm Use Applications

- ▶ OCP provides support for non-farm use applications where the proposal meets:
  - ▶ i. Consistent with the Zoning Bylaw and OCP;
  - ▶ ii. provides significant benefits to local agriculture;
  - ▶ iii. can be accommodated using existing municipal infrastructure;
  - ▶ iv. minimizes impacts on productive agricultural lands;
  - ▶ v. will not preclude future use of the lands for agriculture; and,
  - ▶ vi. will not harm adjacent farm operations



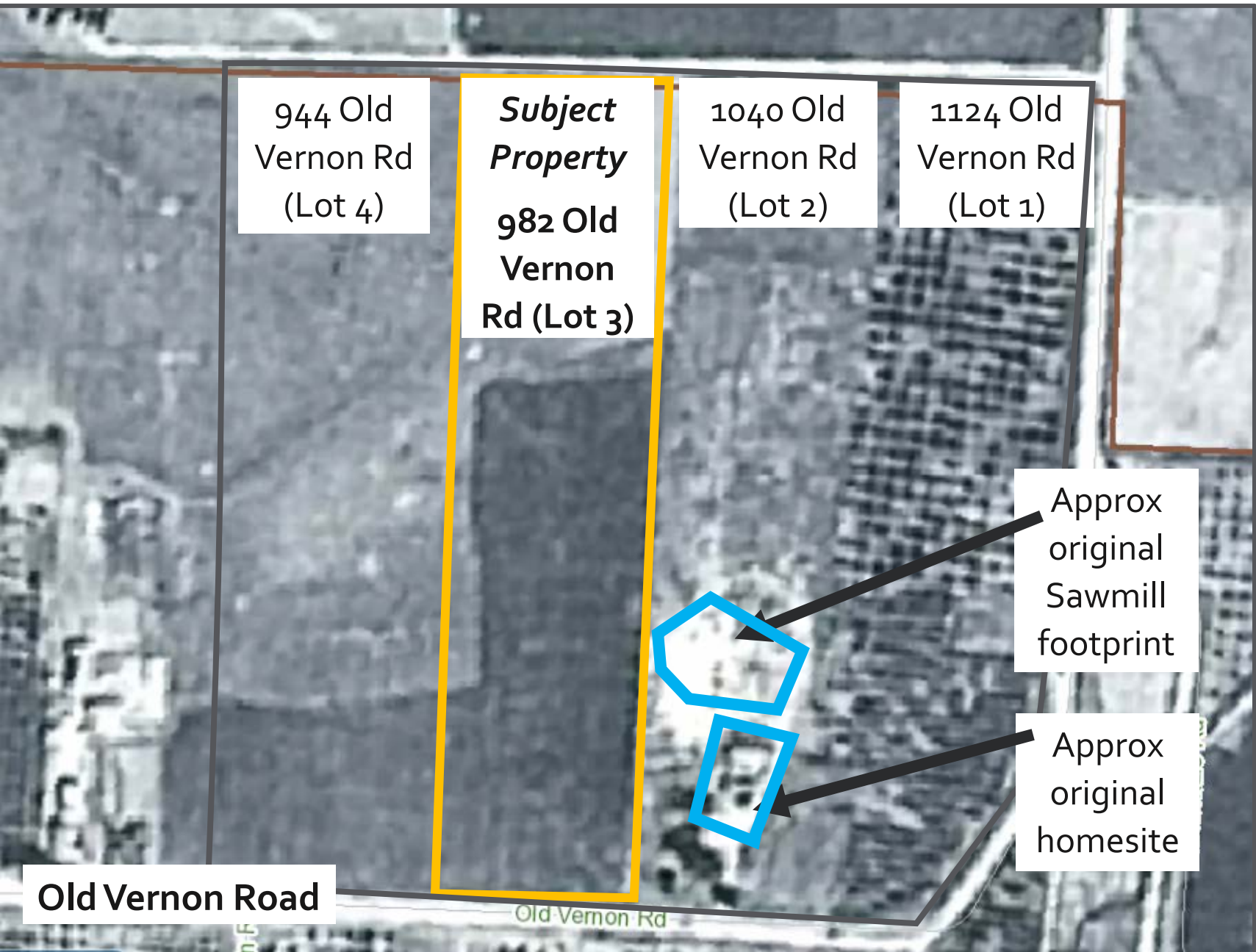
# Staff Recommendation

- ▶ Staff recommend support to forward the proposed Non-Farm Use application to the ALC.
- ▶ ALC - ultimate authority to approve the proposal.
  - ▶ Property precluded from being used for agriculture due to the wood waste
  - ▶ The proposed non-farm uses may allow for the land to be used for agricultural purposes in the future
- ▶ If not forwarded, proceed with compliance & enforcement action.



## *Conclusion of Staff Remarks*

# Background – Circa 1959 (Supplementary material)



944 Old Vernon Rd  
(Lot 4)

**Subject Property**  
982 Old Vernon Rd (Lot 3)

1040 Old Vernon Rd  
(Lot 2)

1124 Old Vernon Rd  
(Lot 1)

Approx original Sawmill footprint

Approx original homesite

Old Vernon Road

Old Vernon Rd





944

982

1040

1124

Old Vernon Road

Approx  
Sawmill  
operation  
footprint



(Supplementary material)

1976

(Supplementary material)



944

982

1040

1124

Log &  
Sawdust  
Storage

1985

ALC#993/1985

1. Limit 1.7 ha
2. Log & sawdust
3. No gravel

Old Vernon Road



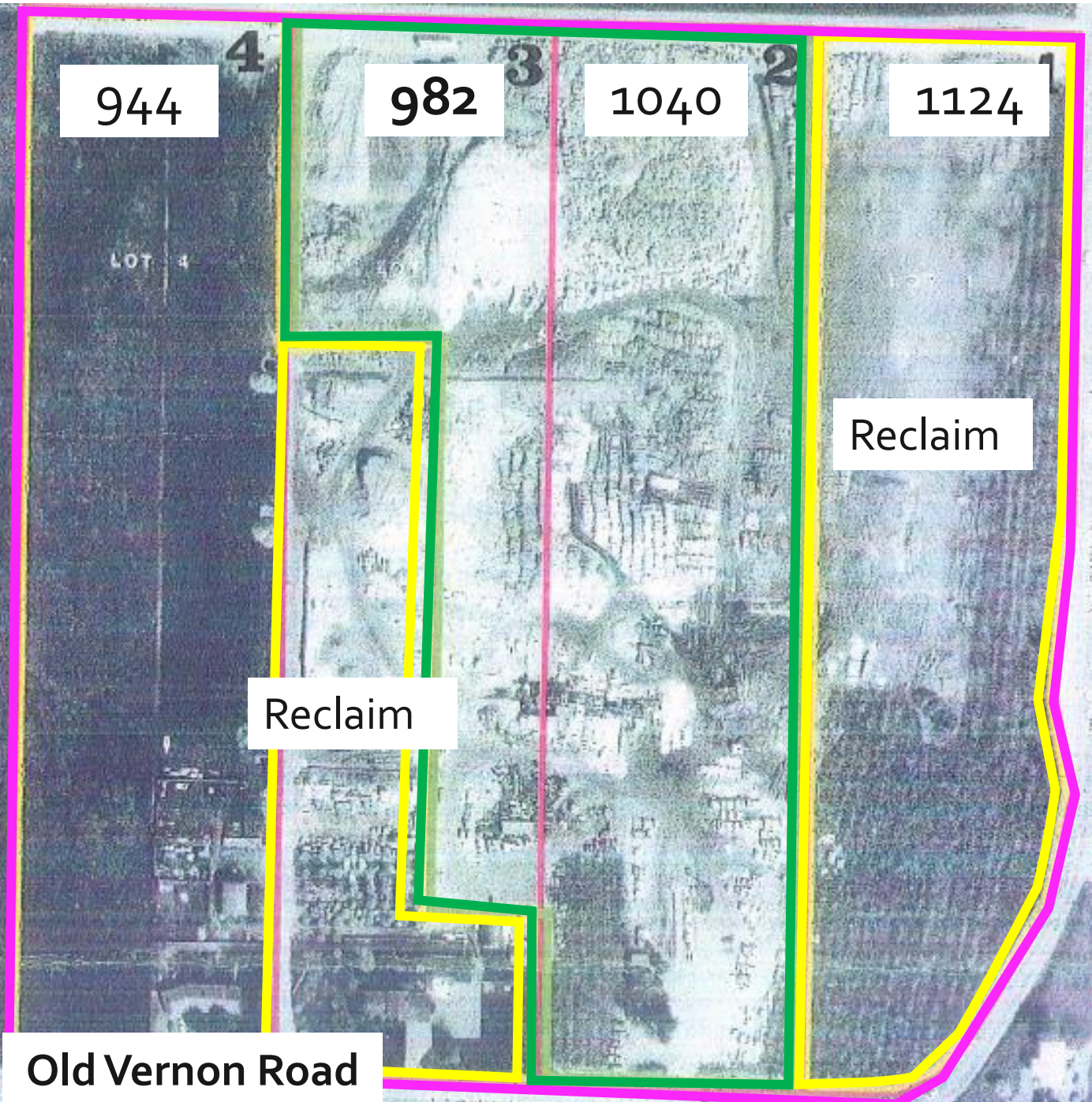
(Supplementary material)



1999

ALC Order #368 & 369/99

- Impacted Properties
- Area permitted to be used for Sawmill
- Areas to be reclaimed



Old Vernon Road



(Supplementary material)



**2000**

**ALC#437/2000**

1. Sawmill, wood, pallet recycling & compost clean wood at 982 & 1040 only
2. Reclaim 1124
3. No turf farm
4. No compost use in ALR
5. Fence

944

982

1040

1124

**Old Vernon Road**

**Image 2000**





(Supplementary material)

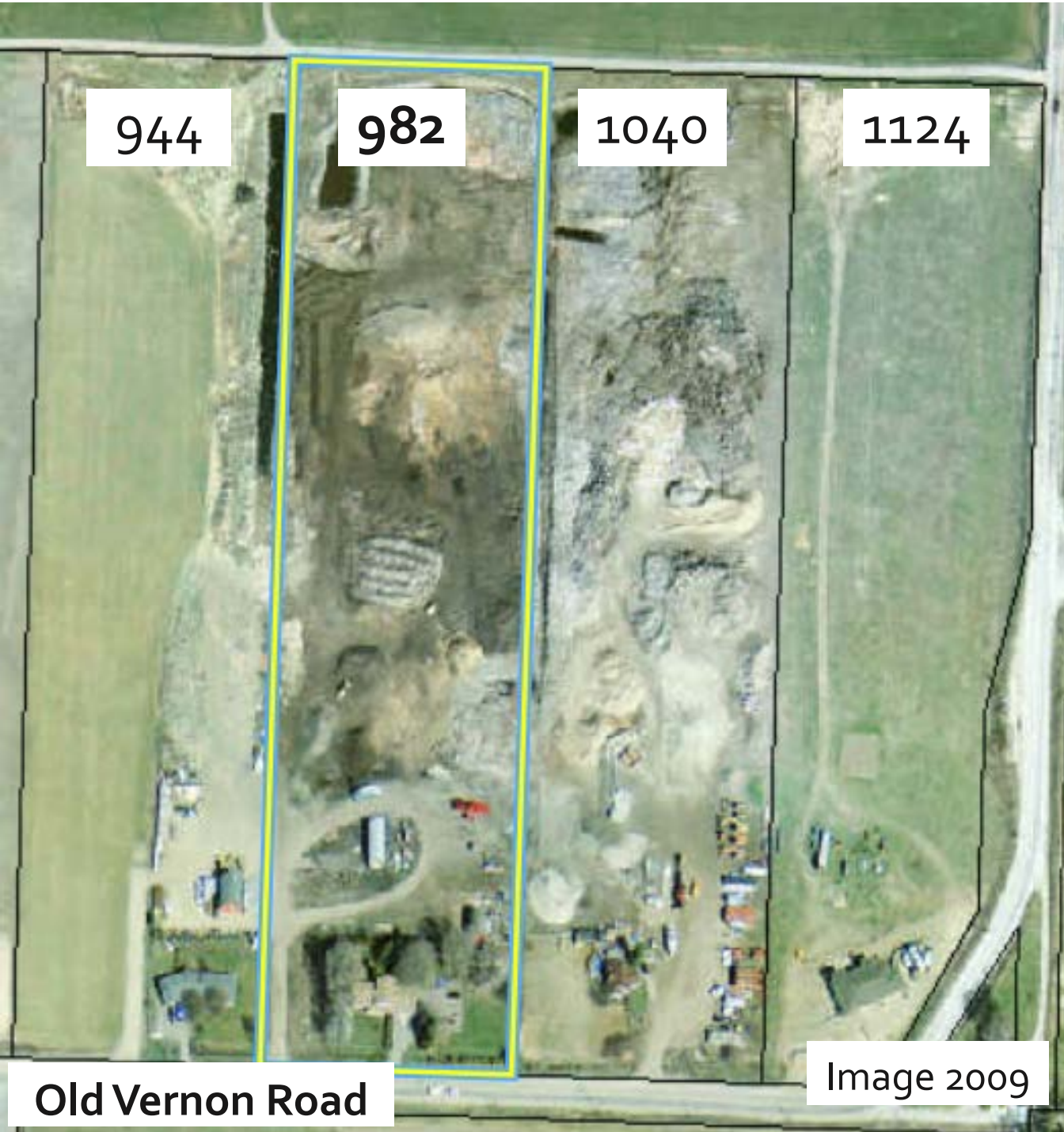


## 2005-2007

1. Sold with 122,330 m<sup>3</sup> of wood waste
2. Controlled burner
3. Wood row

Old Vernon Road

Image 2006



(Supplementary material)



## 2008-2012

1. Tolko
2. Landscape companies
3. Approx. 100,000 m<sup>3</sup> processed / removed
4. Approx. 23,000 m<sup>3</sup> remained

Old Vernon Road

Image 2009





944

982

1040

1124

(Supplementary material)



**2013-2014**

**ALC#92/2014**

1. Exclusion Application
2. AAC & ALC non-support
3. Non-soil-based farm operations

**Old Vernon Road**

**Image 2015**

(Supplementary material)

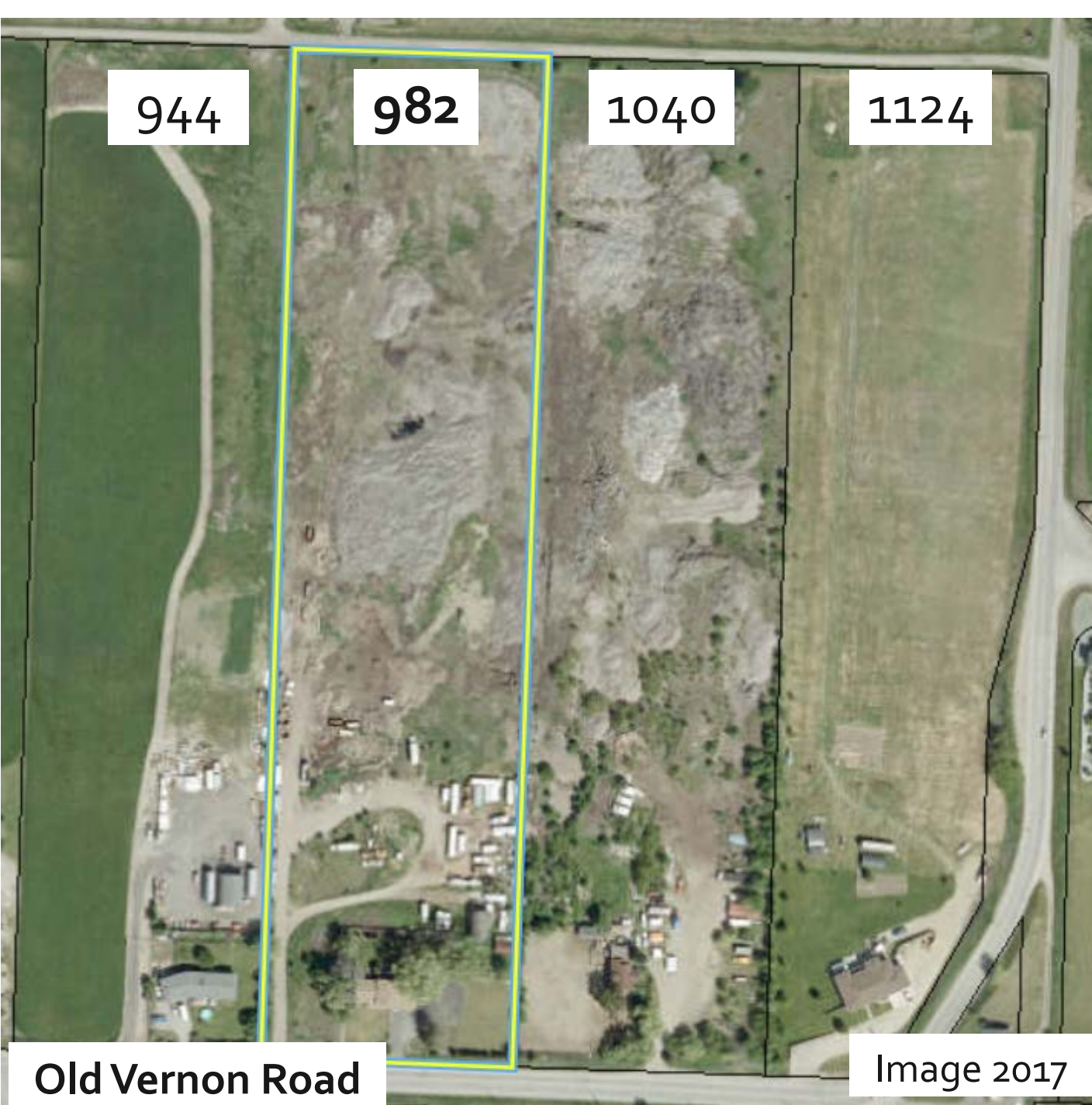


**2017**

1. Non-Farm Use:

- Boat & RV storage
- Equipment storage
- Composting operations

2. Council did not approve boat & RV storage



944

982

1040

1124

Old Vernon Road

Image 2017

# REPORT TO COUNCIL



**Date:** March 13<sup>th</sup>, 2023

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application:** Z22-0044      **Owner:** Natonia Mae Sigurdson and Shane Bernard Cartier

**Address:** 4195 Russo Street      **Applicant:** Thomson Dwellings Inc.

**Subject:** Rezoning Application

**Existing OCP Designation:** S-RES – Suburban Residential

**Existing Zone:** RU<sub>2</sub> – Medium Lot Housing

**Proposed Zone:** RU<sub>2c</sub> – Medium Lot Housing with Carriage House

---

## 1.0 Recommendation

THAT Rezoning Application No. Z22-0044 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 49 Section 31 Township 29 ODYD Plan EPP114622, located at 4195 Russo Street, Kelowna, BC from the RU<sub>2</sub> – Medium Lot Housing zone to the RU<sub>2c</sub> – Medium Lot Housing with Carriage House zone, be considered by Council.

## 2.0 Purpose

To rezone the subject property from the RU<sub>2</sub> – Medium Lot Housing zone to the RU<sub>2c</sub> – Medium Lot Housing with Carriage House zone to facilitate the construction of a carriage house.

## 3.0 Development Planning

Staff support the rezoning application to RU<sub>2c</sub> – Medium Lot Housing with Carriage House to facilitate the development of a carriage house. The proposal meets the intent of the 2040 Official Community Plan Future Land Designation of S-RES – Suburban Residential, which speaks to the accommodation of single and two dwelling growth, with opportunities for secondary suites and carriage houses in the Suburban Neighbourhood. The application also meets Official Community Plan policies including ground oriented housing development. The property is connected to City sewer and is within the Permanent Growth Boundary.



**4.0 Proposal**

**4.1 Project Description**

The proposed rezoning from RU2 to RU2c is to facilitate the development of a new carriage house. The applicant has submitted a conceptual site plan showing how the carriage house could be sited on the property to meet all Zoning Bylaw regulations without requiring any variances. Due to a FortisBC Gas statutory right of way (SRW) that runs through the centre of the property, the proposed location of the two storey carriage house will be at the front of the property and the rear of the property will accommodate the Single Family Dwelling. Parking for the carriage house will be provided within the carriage house. The drive way will be located along the south of the property line to allow for vehicular access to the single family dwelling at the rear of the property.

**4.2 Site Context**

The subject property is located within a newer subdivision, The Orchard, in the North Mission – Crawford OCP District, on Russo Street, with access from Dehard Rd. The surrounding area is zoned RU1 – Large Lot Housing, and RU2 – Medium Lot Housing. The property is in close proximity to Dorthea Walker Elementary School.

Specifically, adjacent land uses are as follows:

| Orientation | Zoning   | Land Use                |
|-------------|----------|-------------------------|
| North       | RU1, RU2 | Single Dwelling Housing |
| East        | RU1, RU2 | Single Dwelling Housing |
| South       | RU2      | Single Dwelling Housing |
| West        | RU2      | Single Dwelling Housing |

**Subject Property Map: 4195 Russo Street**



## Current Development Policies

### 4.3 Kelowna Official Community Plan (OCP)

| <b>Objective 7.2 Design Suburban Neighbourhoods to be low impact, context sensitive and adaptable</b> |  |
|---|--|
| Policy 7.2.2<br>Ground Oriented<br>Housing  | Consider a range of low-density ground-oriented housing development to improve housing diversity and affordability and to reduce the overall urban footprint of Suburban Neighbourhoods. Focus more intensive ground-oriented housing where it is in close proximity to small scale commercial services, amenities like schools and parks, existing transit service and/or active transportation facilities. |
|   | <i>The proposed carriage home is sensitive to the neighbourhood in regards to height and siting, and is ground-oriented housing.</i>   |

### 4.4 Kelowna Healthy Housing Strategy

| <b>Healthy Housing: Key Directions and Recommended Actions</b> |  |
|--|--|
| 3.1 Promote and<br>Protect Rental<br>Housing                   | <i>The proposed carriage home could provide a rental space in Kelowna's Suburban Neighbourhoods.</i> |

## 5.0 Application Chronology

Date of Application Accepted: July 15<sup>th</sup>, 2022  
 Date Public Consultation Completed: January 9<sup>th</sup>, 2023

**Report prepared by:** Alissa Cook, Planner I

**Reviewed by:** Dean Strachan, Community Planning & Development Manager

**Reviewed by:** Terry Barton, Development Planning Department Manager

**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

### Attachments:

Attachment A: Site Plan

**CITY OF KELOWNA**

**BYLAW NO. 12498**

**Z22-0044**

**4195 Russo Street**

---

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 49 Section 31 Township 29 ODYD Plan EPP114622, located on Russo Street, Kelowna, BC from the RU2 – Medium Lot Housing zone to the RU2c – Medium 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, second, and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



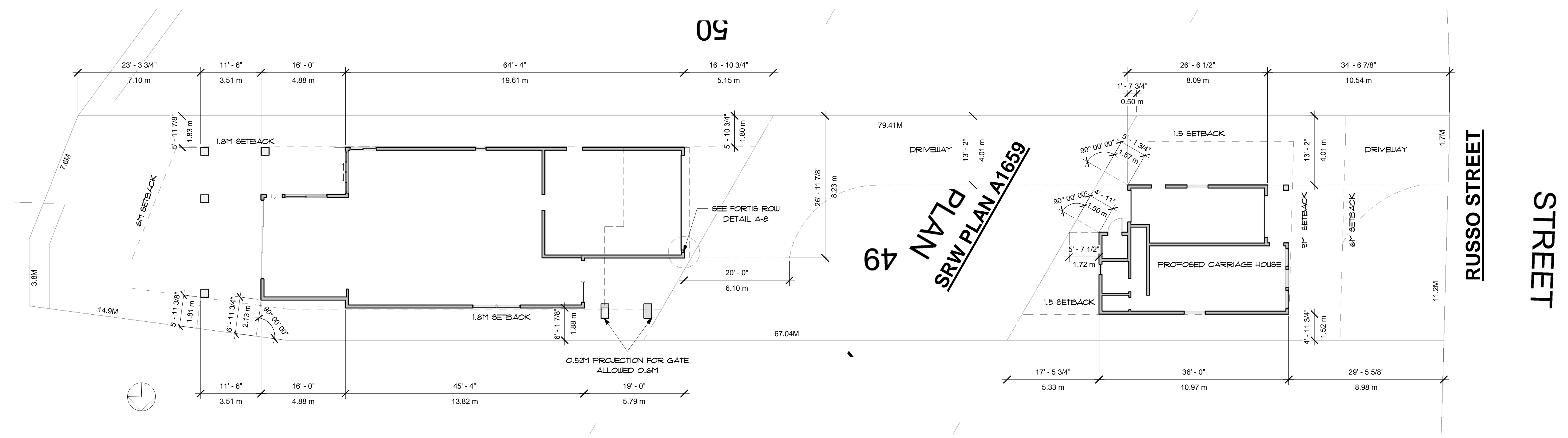
# ATTACHMENT A

This forms part of application  
# Z22-0044

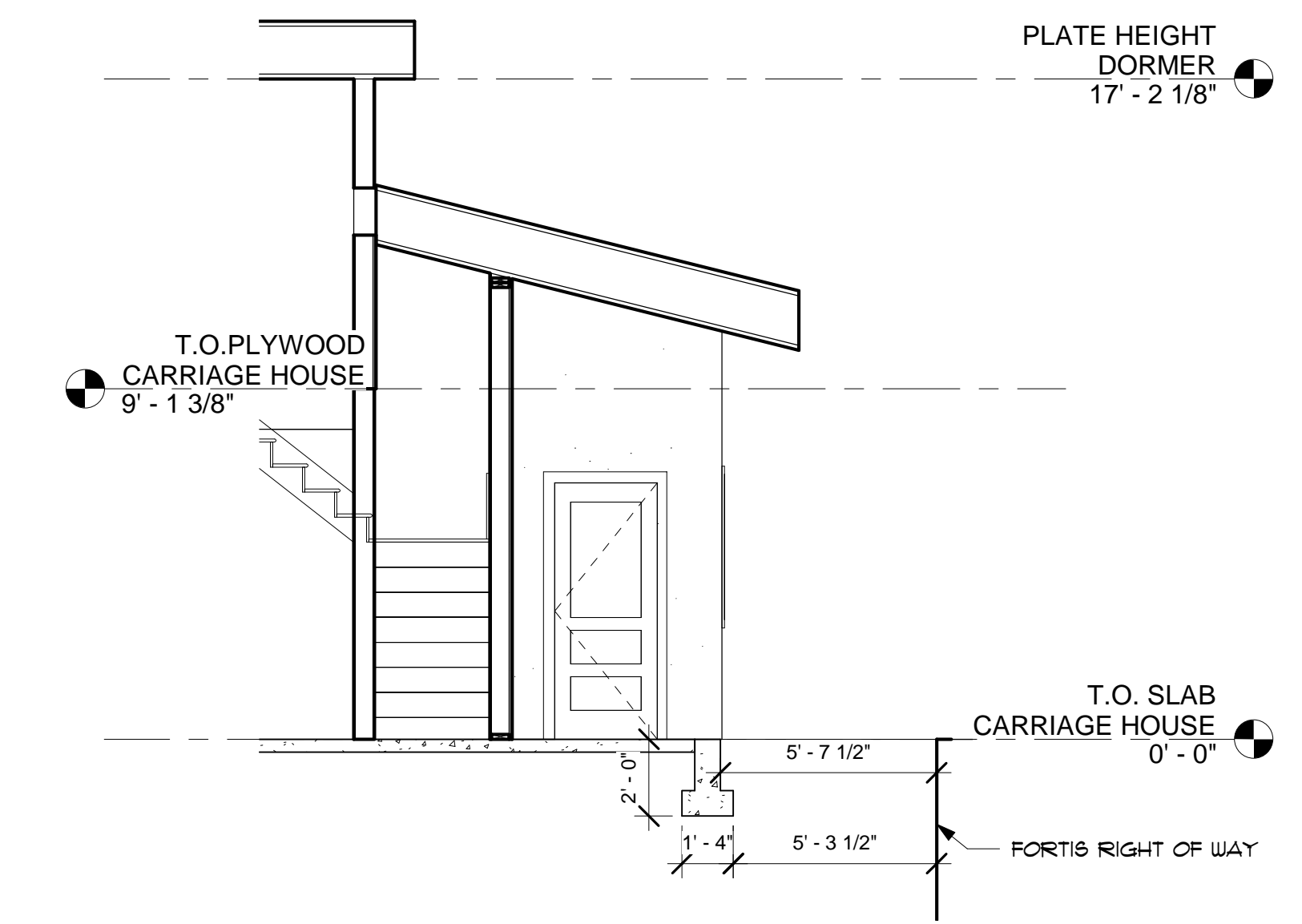
Planner Initials **AC**



**DANTAY**  
DRAFTING & DESIGN  
DANA DEES 250-826-2394  
dana@dantaydesign.com  
CUSTOM 3D HOME DESIGN • RENDERING • DRAFTING



① MAIN LEVEL ON SITE 1  
3/32" = 1'-0"  
HOUSE FOOTPRINT AREA = 243.12m<sup>2</sup> = 2617 SQ.FT.  
CARRIAGE HOUSE FOOTPRINT AREA = 77.8m<sup>2</sup> = 838 SQ.FT.  
LOT 49 AREA = 9401m<sup>2</sup> = 101,191.5 SQ.FT.  
3.41% LOT COVERAGE



② CARRIAGE FORTIS ROW  
1/4" = 1'-0"

Project: **LOT 49 RUSSO ST.**  
Title: **CARRIAGE HOUSE 4**

SCALE: As indicated  
DATE: JULY 1, 2022  
DRAWN BY: D.Dees  
REVISED: DEC. 1, 2022  
DEC. 12, 2022  
DEC. 29, 2022  
JAN. 5, 2023

SHEET:  
**A12**





City of  
**Kelowna**

# Z22-0044 4195 Russo St.

Rezoning Application

# Purpose

- ▶ To rezone the subject property from the RU2 – Medium Lot Housing to the RU2c – Medium Lot Housing with Carriage House zone to facilitate the construction of a carriage house.



# Development Process

July 15, 2022

Development Application Submitted



Staff Review & Circulation



Jan 9, 2022

Public Notification Received



Mar 14, 2023

Initial Consideration



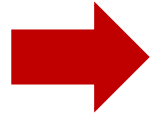
Notice of First Reading



Final Adoption

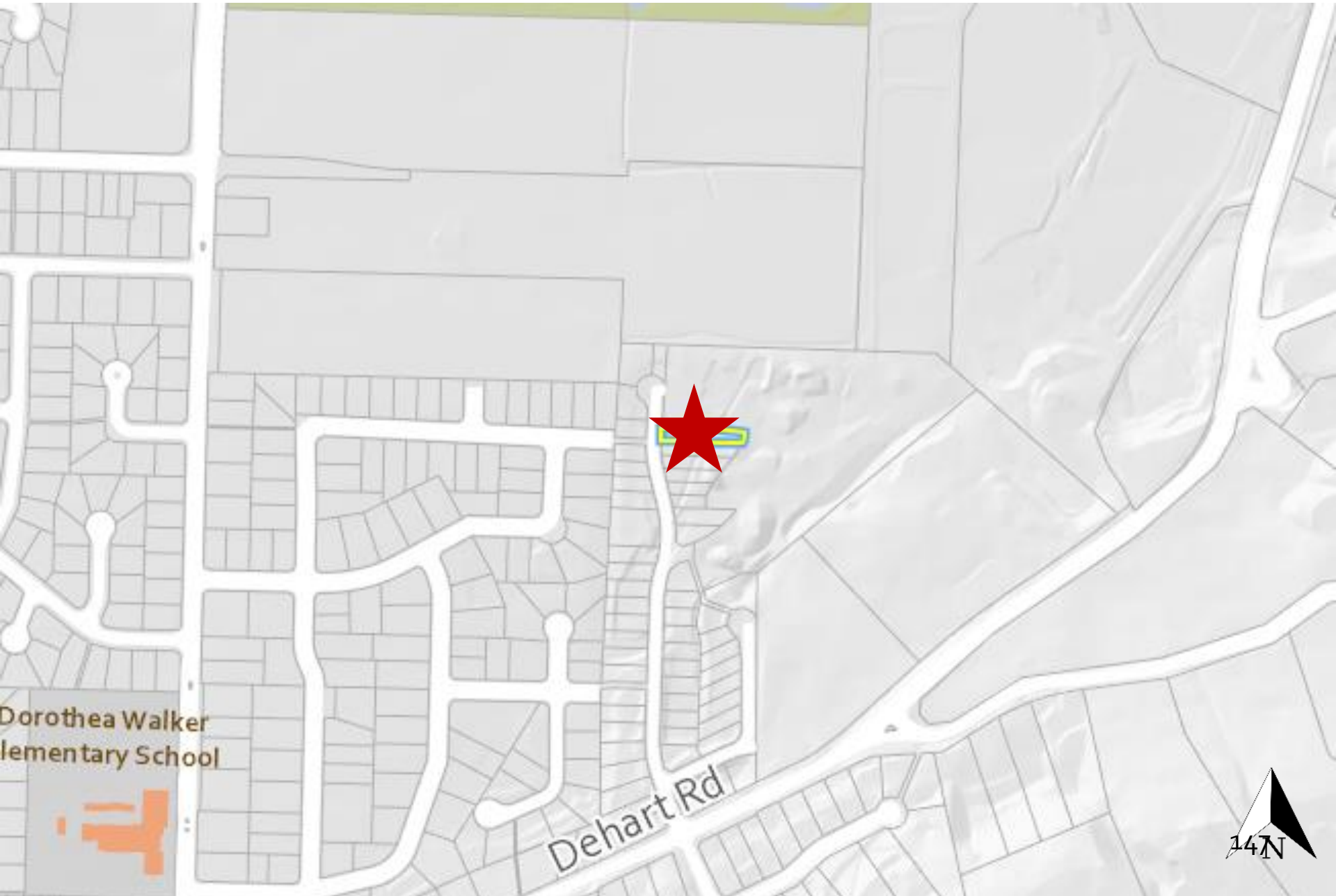


Building Permit



Council  
Approvals

# Context Map



# OCP Future Land Use





# Subject Property Map

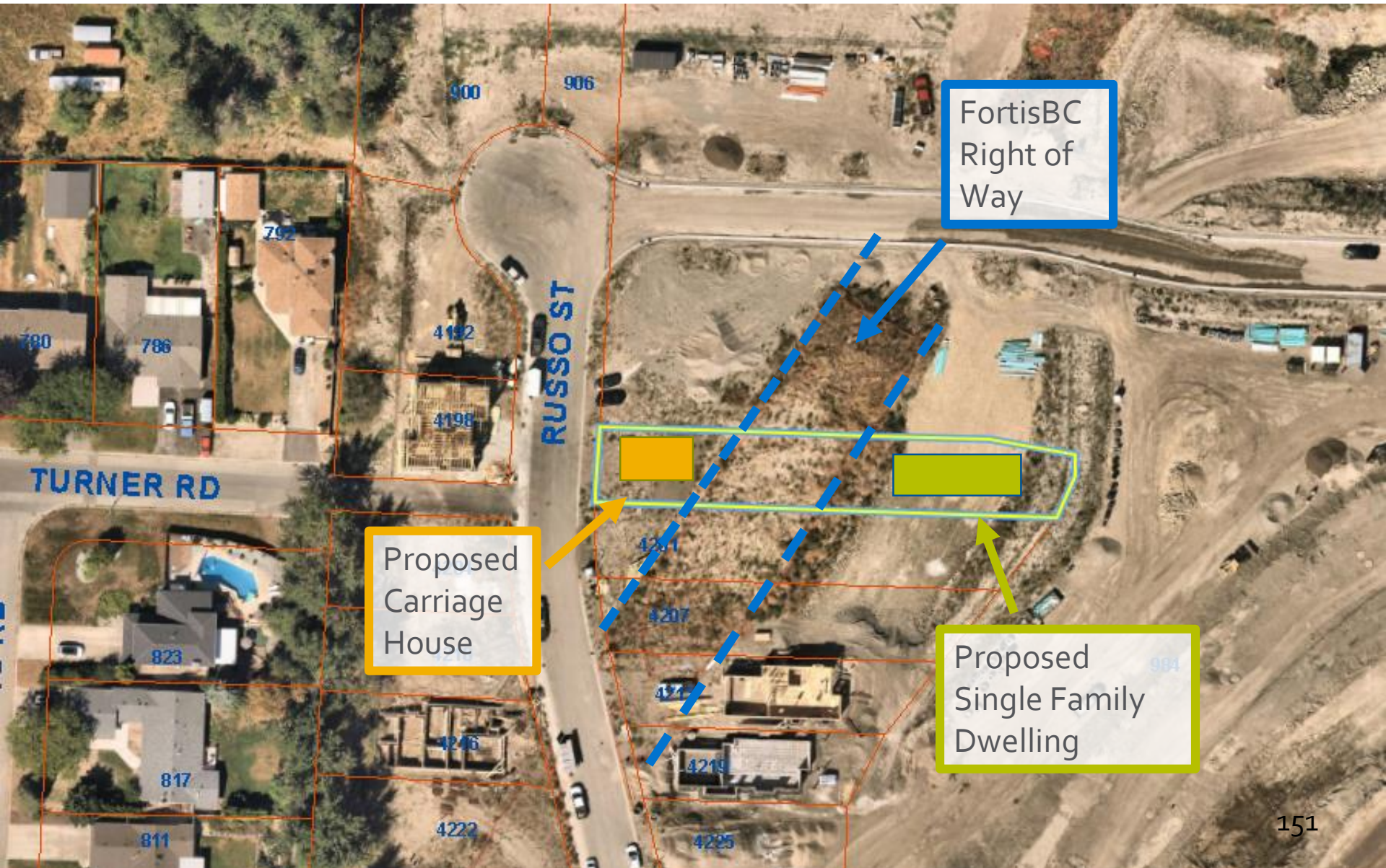


# Project Details

- ▶ S-RES – Suburban Residential
- ▶ RU2c – Medium Lot Housing with Carriage House
- ▶ Parking in garage attached to carriage house
- ▶ Meets all Zoning Bylaw Regulations



# Proposed location of dwellings



FortisBC  
Right of  
Way

Proposed  
Carriage  
House

Proposed  
Single Family  
Dwelling



# OCP Objectives & Policies

- ▶ Policy 7.2.2 Ground Oriented Housing
  - ▶ Improves housing diversity and affordability
- ▶ Healthy Housing Strategy
  - ▶ 3.1 Promote and protect rental housing

# Staff Recommendation

- ▶ Staff recommend **support** for the proposed rezoning as it is consistent with:
  - ▶ OCP Future Land Use S-RES
  - ▶ OCP Objectives in Chapter 7 Suburban Neighbourhoods
    - ▶ Ground-Oriented Housing
    - ▶ Low density
    - ▶ Housing diversity

# Report to Council



**Date:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Office of the City Clerk  
**Subject:** Rezoning Bylaws Supplemental Report to Council

---

**Recommendation:**

THAT Council receives, for information, the report from the Office of the City Clerk dated March 13, 2023 with respect to four rezoning applications;

AND THAT Rezoning Bylaws No. 12482, 12484, 12485 and 12486 be forwarded for further reading consideration.

**Purpose:**

To receive a summary of notice of first reading for Rezoning Bylaws No. 12482, 12484, 12485 and 12486 and to give the bylaws further reading consideration.

**Background:**

Zoning bylaws that are consistent with the OCP do not require a public hearing. Public notice is given before first reading with signage on the subject property, newspaper advertisements, and mailouts in accordance with the Local Government Act and Development Application & Heritage Procedures Bylaw No. 12310.

**Discussion:**

The four Rezoning Applications were brought forward to Council for initial consideration on February 27, 2023. Notice of first reading was completed as outlined above.



Correspondence was received as per the following table:

| Address                                 | Application | Bylaw | Recommended Readings                                | Correspondence Received  |
|---|-------------|-------|---|--------------------------|
| <a href="#">4644 Fuller Rd</a>          | Z22-0057    | 12482 | 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> | 0                        |
| <a href="#">979, 983 Coronation Ave</a> | Z22-0075    | 12484 | 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> | 4 – concern / opposition |
| <a href="#">1385 Graham Rd</a>          | Z22-0074    | 12485 | 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> | 0                        |
| <a href="#">252 Temple Ct</a>           | Z22-0045    | 12486 | 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> | 0                        |

These applications were brought forward with a recommendation of support from the Development Planning Department. Staff are recommending Council proceed with further readings of the Bylaws.

**Conclusion:**

Following notice of first reading, staff are recommending that Council give Rezoning Bylaws No. 12482, 12484, 12485 and 12486 further reading consideration.

**Internal Circulation:**

**Considerations applicable to this report:**

**Legal/Statutory Authority:**

*Local Government Act s. 464(2)*

**Legal/Statutory Procedural Requirements:**

Following the notification period under s. 467 of the Local Government Act, Council may choose to:

- give a bylaw reading consideration,
- give a bylaw first reading and advance the bylaw to a Public Hearing, or
- defeat the bylaw.

**Considerations not applicable to this report:**

**Existing Policy:**

**Financial/Budgetary Considerations:**

**External Agency/Public Comments:**

**Communications Comments:**

Submitted by: N Beauchamp, Legislative Technician

Approved for inclusion: S Fleming, City Clerk

cc: Development Planning

**CITY OF KELOWNA**

**BYLAW NO. 12482**

**Z22-0057**

**4644 Fuller Road**

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A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot A Section 25 Township 28 SDYD Plan 39139, located on Fuller Road, Kelowna, BC 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, 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. 12484**  
**Z22-0075**  
**979 & 983 Coronation Ave**

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A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 46 District Lot 138 ODYD, Plan 1271 and Lot 47, District Lot 138, ODYD, Plan 1271, located on Coronation Ave, Kelowna, BC, from the MF1 – Infill Housing zone to the MF2 – Townhouse Housing 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, 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. 12485**

**Z22-0074**

**1385 Graham Road**

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A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 86 Section 22 Township 26 ODYD PLAN 19162, located on Graham Rd, Kelowna, BC from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>4</sub> – Duplex Housing 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, 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. 12486**

**Z22-0045**

**252 Temple Court**

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A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 19 Section 27 Township 26 ODYD Plan 37210 located on Temple Court Kelowna, BC from the RU2 – Medium Lot Housing zone to the MF2 – Townhouse Housing 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, second, and third time by the Municipal Council this

Approved under the Transportation Act this

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(Approving Officer – Ministry of Transportation)

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:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Development Planning  
**Application:** TA22-0014  
**Address:** n/a  
**Subject:** Text Amendment Application (1 of 3)  
**Owner:** City of Kelowna  
**Applicant:** City of Kelowna

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## 1.0 Recommendation

THAT Zoning Bylaw Text Amendment Application No. TA22-0014 to amend City of Kelowna Zoning Bylaw No. 12375 as outlined in Schedule 'A' be considered by Council;

AND THAT the Zoning Bylaw Text Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zoning Bylaw Text Amending Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure.

## 2.0 Purpose

The purpose of the text amendment (Part 1 of 3) application package is to follow up on the adoption of the new Zoning Bylaw No. 12375 with a series of amendments that include updates to: Section 5 - Definitions & Interpretations, Section 6 – General Development Regulations, Section 7 – Site Layout, Section 8 – Parking & Loading, Section 9 – Specific Use Regulations, Section 10 – Agriculture & Rural Residential Zones, Section 11 – Single and Two Dwelling Zones, Section 12 – Mobile Home and Camping Zones, and Section 14 – Core Area & Other Zones.

## 3.0 Development Planning - Background

Following the adoption of Zoning Bylaw No. 12375, a planned set of amendments was identified to bring forward to Council as outlined within the Bylaw Transition Plan. The Bylaw Transition Plan was outlined and approved by Council at initial consideration and subsequent readings of Zoning Bylaw No. 12375. The volume of amendments has been divided into five council reports:

### Two Mapping Amendment Reports:

1. Rural and Single-Family zoned parcels; &
2. Multi-Family, Commercial, Industrial, and Institutional zoned parcels;



Three Text Amendment Reports:

1. First half of content updates within the Zoning Bylaw;
2. Second half of content updates within the Zoning Bylaw; &
3. Updates to the spelling and grammar.

During the Zoning Bylaw No. 12375 transition and implementation period, the development industry and staff began utilizing and applying the new Zoning Bylaw in detail. A series of recommended improvements to the new Zoning Bylaw were identified during this period. Staff have compiled and included these improvements in a series of proposed amendments that make up a comprehensive amendment package, which is presented in three separate reports for Council consideration. Part 1 of 3 and Part 2 of 3 both have content changes for Council to consider. Part 3 of 3 focuses on spelling and grammar improvements to the Zoning Bylaw.

**4.0 Development Planning - Proposed Content Changes (Part 1 of 3)**

In this report (Part 1 of 3), a number of recommended content changes are proposed to the Zoning Bylaw. For a detailed list of changes and the reasons for recommending these changes please see the attached Schedule 'A'. Table 3.1 below provides an executive summary of the changes. The executive summary is organized into twenty themes.

| <b>Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes</b> |  |   |
|--|--|---|
| <b>No.</b>   | <b>Area of Change</b>                            | <b>Additional Detail</b>  |
| 1.   | Definition of Bedroom                            | Clarified language of what is and isn't bedroom to ensure parking calculations (which are based on the number of bedrooms) are accurate.  |
| 2.   | Definition of Education Services                 | Clarified dwelling units are permissible if administered by the Education Service under this definition.  |
| 3.   | Definition of Net Floor Area                     | Clarify that all garage types are excluded from Net Floor Area calculation.   |
| 4.   | Definition of Landscape Area                     | Clarify Landscape Areas apply to flanking side yards.   |
| 5.   | Definition of Mobile Home                        | Clarify that any deformation frame (not just steel) would be permitted as a Mobile Home.  |
| 6.   | Definition of Residential Security Operator Unit | Simplified the definition and clarified the Residential Security Operator Unit cannot occur within a Single Detached Housing form.  |
| 7.   | Definition of Sleeping Unit                      | Clarify that Sleeping Units may or may not contain cooking facilities (either full or partial facilities). This is to allow cooking facilities within supportive housing apartment rooms to encourage independent living. |
| 8.   | Density Bonus applicability                      | <ul style="list-style-type: none"> <li>• Clarify rental / affordable housing bonus does not include the additional height bonus.</li> </ul>   |

| Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes |  |   |
|---|--|---|
| No.   | Area of Change                                   | Additional Detail   |
|   |  | <ul style="list-style-type: none"> <li>• Set a threshold for minimum number of units to qualify for the affordable housing bonus.</li> </ul>  |
| 9.  | Table 7.2 Tree & Landscape Planting Requirements | Update headers to apply to specific zones instead of general areas.   |
| 10.   | Parking Spaces for Disabled                      | Change language to Universal Accessible Spaces  |
| 11.   | Multiple Parking Tables adjusted                 | <ul style="list-style-type: none"> <li>• Deleted Table 8.3.6 Community, Recreational, and Cultural Table.</li> <li>• The commercial, industrial, and institutional tables were altered to align with the updated permitted and secondary land uses identified within each zone category.</li> <li>• MF1 minimum drive aisles reduced but minimum parking stall size increased when lot has no access to a lane.</li> <li>• Increased tandem requirement to require two regular stall size.</li> <li>• Increase the percentage where regular sized parking stalls are required versus small sized parking stalls.</li> </ul> |
| 12.   | Minimum Loading Table adjusted                   | Updated the minimum loading table to align with updated zoning categories.  |
| 13.   | Minimum Bicycle Table adjusted                   | <ul style="list-style-type: none"> <li>• Added clarity of supportive housing units and student residences.</li> <li>• Added stacked townhouses to the townhouse category.</li> <li>• Adjusted the commercial and institutional types of development to align with new updated zoning categories.</li> </ul>   |
| 14.   | Section 9.11 Tall Building Regulations           | Delete the maximum 4 storeys podium limit as 5 storeys is possible within the 16 metre maximum podium height limit. The 16-metre podium height limit remains.   |
| 15.   | Added Section 9.12 Transportation Corridor       | Add setbacks, fencing, & gates in fencing regulations for lots fronting the Rail Trail Corridor.  |

| Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes |  |  |
|---|--|--|
| No.   | Area of Change   | Additional Detail  |
| 16.   | Amended Carriage House Regulations                         | <ul style="list-style-type: none"> <li>• Added 0.3 metres to permitted height of two storey carriage houses to accommodate the change in half storey definition. Also added additional height for flat roof carriage houses. These height adjustments are recommended to follow standard floor to ceiling building code height requirements.</li> <li>• Eliminate unnecessary carriage house maximum building footprint regulation when carriage houses are regulated through maximum gross floor area.</li> <li>• Permit single storey carriage houses within the OCP's Suburban Residential (S-RES) future land use designations.</li> </ul> |
| 17.   | Updates to Section 14.8 Core Area and Other Zones          | Added sub-zone purposes.   |
| 18.   | Updates to Child Care Centre, Major in Single Family zones | Switched from secondary use to principal use with the childcare sub-zones.   |
| 19.   | Animal Clinics within the A1 zone                          | Kennels and overnight boarding of animals are currently permitted on agriculture land. Including animal clinics as a permitted use will allow animal day-care operations, many of which already exist on agriculture land.   |

**Report prepared by:** Adam Cseke, Planner Specialist  
**Reviewed by:** Lydia Korolchuk, Urban Planning Manager  
**Reviewed by:** Terry Barton, Development Planning Department Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

**Attachments:**

Schedule 'A': Proposed Text Amendments Part 1 of 3 to Zoning Bylaw No. 12375



**TA22-0014 Schedule A – Proposed Text Amendments Part 1 of 3**

**Content Changes to Zoning Bylaw No. 12375**

| No. | Section                                   | Current Wording  | Proposed Wording  | Reason for Change   |
|-----|---|--|---|---|
| 1.  | Section 5.3<br>General<br>Definitions - B | <b>BEDROOM</b> means a room located within a dwelling unit where the primary function is for sleeping. It may include, but is not limited to, dens, lofts, studies, and libraries.   | <b>BEDROOM</b> means a room located within a dwelling unit where the primary function is for sleeping. Regardless of the room’s name (including but not limited to) dens, flex rooms, lofts, studies, libraries, etc. if the room’s layout could be utilized primarily for sleeping then the room shall be considered a bedroom.  | Change the example to clarify when rooms are to be considered a bedroom, especially to keep consistency with minimum parking regulations as those parking regulations are calculated based on the dwelling unit’s number of bedrooms. |
| 2.  | Section 5.3<br>General<br>Definitions - E | EDUCATION SERVICES means development used for training, instruction, education, and/or certification in a specific trade, skill, or service. This includes schools, administration offices, gyms, maintenance/storage facilities, outdoor recreation, and related accessory buildings. This use includes but is not limited to commercial schools, private schools, public schools, community colleges, universities, technical schools, and vocational schools. | EDUCATION SERVICES means development used for training, instruction, education, and/or certification in a specific trade, skill, or service. This includes schools, administration offices, gyms, maintenance/storage facilities, outdoor recreation, and related accessory buildings. This use includes, but is not limited to, commercial schools, private schools, public schools, community colleges, universities, technical schools, and vocational schools. <u>Residential dwelling units are permitted within Education Services if the dwelling units are administered by the Education Service.</u> | Update definition to provide clarity.   |

| No. | Section                                   | Current Wording   | Proposed Wording   | Reason for Change                     |
|-----|---|---|--|---------------------------------------|
| 3.  | Section 5.3<br>General<br>Definitions - F | FLOOR AREA, NET means the sum of the horizontal areas of each floor of a building measured from the interior face of exterior walls providing that in the case of a wall containing windows, the glazing line of the windows may be used. The net floor area measurement is exclusive of areas used exclusively for storage (storage area must be a common facility accessible by more than one owner), service to the building, attics, attached garages, carports, breezeways, porches, balconies, exit stairways, common/public corridors, parkades, terraces, common amenity spaces, and building mechanical systems are also excluded. In the case of congregate housing, communal dining and kitchen facilities are excluded. | FLOOR AREA, NET means the sum of the horizontal areas of each floor of a building measured from the interior face of exterior walls providing that in the case of a wall containing windows, the glazing line of the windows may be used. The net floor area measurement is exclusive of areas used exclusively for storage (storage area must be a common facility accessible by more than one owner), service to the building, attics, <del>attached</del> garages, carports, breezeways, porches, balconies, exit stairways, common/public corridors, parkades, terraces, common amenity spaces, and building mechanical systems. In the case of congregate housing, communal dining and kitchen facilities are excluded. | Update definition to provide clarity. |
| 4.  | Section 5.3<br>General<br>Definitions - L | LANDSCAPE AREA means the area located within the required front yard setback areas, rear yard setback areas, and industrial side yard setback areas setback area up to a maximum of 3.0 metres.   | LANDSCAPE AREA means the area <u>up to a maximum of 3.0 metres</u> located <del>within the</del> into a required: front yard setback areas, <u>flanking side yard setback area,</u> rear yard setback areas, <del>and or</del> industrial side yard setback areas <del>setback area up to a maximum of 3.0 metres.</del>   | Update definition to provide clarity. |
| 5.  | Section 5.3<br>General<br>Definitions - M | MOBILE HOME means a factory made residential structure designed and manufactured with a deformation resistant steel frame that is design to be supported on a non-frost protected foundation. Mobile home does NOT include: (a) factory made residential structures designed and  | MOBILE HOME means a factory made residential structure designed and manufactured with a deformation resistant <u>steel</u> frame that is <u>designed</u> to be supported on a non-frost protected foundation. Mobile home does NOT include: (a) factory made residential   | Update definition to provide clarity. |

| No. | Section                                   | Current Wording   | Proposed Wording   | Reason for Change  |
|-----|---|---|--|--|
|     |   | manufactured to be supported on BC Building Code compliant frost protected foundations. (b) any structure designated as "Park Model" or "Recreational Vehicle" (RV).  | structures designed and manufactured to be supported on BC Building Code compliant frost protected foundations. (b) any structure designated as "Park Model" or "Recreational Vehicle" (RV).   |  |
| 6.  | Section 5.3<br>General<br>Definitions - R | RESIDENTIAL SECURITY/OPERATOR UNIT means a secondary building, a single detached housing, or portion of a building used to provide on-site accommodation by the employer for persons employed on the property, a residence for the site caretaker or operator of a commercial establishment, or for the on-duty security personnel at a storage facility when permitted in a zone   | RESIDENTIAL SECURITY/OPERATOR UNIT means secondary building <u>or portion of a building used to provide a single on-site accommodation for: persons employed on the property, a site caretaker, an operator of a commercial establishment, or an on-duty security personnel.</u>   | Update definition to provide clarity that this use is a single dwelling unit to be utilized in a specific manner in relation to commercial, industrial, or institutional developments. |
| 7.  | Section 5.3<br>General<br>Definitions - S | SLEEPING UNIT means a habitable room not equipped with self-contained cooking facilities, providing accommodation for guests.   | SLEEPING UNIT means a habitable room <u>that may or may not be</u> equipped with self-contained cooking facilities (i.e. a partial or full kitchen), <u>which provides</u> accommodation for guests.   | Update definition to provide clarity.  |
| 8.  | Section 6.8.3<br>Density Bonus            | The Rental or Affordable Housing Bonus density is permitted in respect of a building permit authorizing construction of dwelling units if:<br>(a) all of the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit's gross floor area; or | The Rental or Affordable Housing Bonus density is permitted in respect of a building permit authorizing construction of dwelling units if:<br>(a) <del>of</del> the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit's gross floor area. <u>This does not include</u> | Update wording to provide clarity.   |



| No. | Section   | Current Wording  | Proposed Wording  | Reason for Change                       |
|-----|---|--|---|---|
|     |   | (b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance Table 6.8.b in respect of at least 2% of the total number of dwelling units authorized by the building permit authorizing the construction of the bonus density.  | <u>any additional height associated with bonus FAR</u> ; or<br>(b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance <u>with</u> Table 6.8.b in respect to the total amount of affordable housing units authorized by the building permit authorizing the construction of the bonus density.                             |   |
| 9.  | Table 7.2 – Tree & Landscaping Planting Requirements          | <a href="#">See Chart A</a>  | <a href="#">See Chart B</a>   | Change of wording to align with policy. |
| 10. | Section 8.1.4(c) General Provisions and Development Standards | shall clearly delineate individual parking spaces, loading spaces, spaces for the disabled, maneuvering aisles, entrances, and exits with pavement markings, signs, and/or other physical means;   | shall clearly delineate individual parking spaces, loading spaces, spaces for <del>the disabled</del> <u>universal accessibility</u> , maneuvering aisles, entrances, and exits with pavement markings, signs, and/or other physical means;   | Change of wording to align with policy. |
| 11. | Section 8.2.1 Off-Street Parking Regulations                  | Where any development is proposed, including new development, change of use of existing development, or enlargement of existing development, off-street vehicle parking (including parking for the disabled, and visitors) shall be provided onsite by the property owner in accordance with the requirements of this Bylaw. | Where any development is proposed, including new development, change of use of existing development, or enlargement of existing development, off-street vehicle parking (including parking for <u>universal accessibility</u> <del>the disabled</del> , and visitors) shall be provided <u>on-site</u> by the property owner in accordance with the requirements of this Bylaw. | Change of wording to align with policy. |

| No. | Section  | Current Wording   | Proposed Wording   | Reason for Change  |
|-----|--|---|--|--|
| 12. | Table 8.2.7.a<br>Dimensions of<br>Parking Spaces<br>and Drive Aisles | <a href="#">See Chart B1</a>  | <a href="#">See Chart B2</a>   | Update parking regulations for MF1 lots without lanes to increase the parking stall size and decrease the drive aisle  |
| 13. | Table 8.2.7.b<br>Ratio of Parking<br>Space Sizes                     | <a href="#">See Chart B3</a>  | <a href="#">See Chart B4</a>   | <ul style="list-style-type: none"> <li>• Update parking regulations for MF1 lots without lanes to increase the parking stall size and decrease the drive aisle.</li> <li>• Adjust ratio when tandem parking permitted to ensure 2 vehicles can fit within a tandem stall.</li> <li>• Add new regulation stating all parking spaces must be regular size when the length of the parking space abuts a doorway.</li> </ul> |
| 14. | Section 8.2.9 Size and Ratio   | <p>Where a <a href="#">parking space abuts</a> an obstruction (including but not limited to columns, <a href="#">lot lines</a>, curbs, walls, pipes, roof features, <a href="#">fences</a>, and emergency exit painted areas) the <a href="#">parking space</a> shall follow the following regulations:</p> <ul style="list-style-type: none"> <li>(a) be an additional 0.2 metres wider where the <a href="#">parking space abuts</a> an obstruction on one side;</li> <li>(b) be an additional 0.5 metres wider where the <a href="#">parking space abuts</a> an obstruction on both sides; and</li> </ul> <p>be an additional 0.8 metres wider where the <a href="#">parking space abuts</a> a doorway</p> | <p>Where a <a href="#">parking space abuts</a> an obstruction (including but not limited to columns, <a href="#">lot lines</a>, curbs, walls, pipes, roof features, <a href="#">fences</a>, and emergency exit painted areas) the <a href="#">parking space width</a> shall follow the following regulations:</p> <ul style="list-style-type: none"> <li>(a) be an additional 0.2 metres wider where the <a href="#">parking space abuts</a> an obstruction on one side;</li> <li>(b) be an additional 0.5 metres wider where the <a href="#">parking space abuts</a> an obstruction on both sides; and</li> </ul> | Add clarity to the regulation to ensure it applies to the intended parking stall width only.   |

| No. | Section  | Current Wording  | Proposed Wording  | Reason for Change   |
|-----|--|--|---|---|
|     |  |  | be an additional 0.8 metres wider where the <a href="#">parking space abuts</a> a doorway   |   |
| 15. | Section 8.2.11 (b) Car-Share Incentives        | Within the <a href="#">Core Area</a> , University South <a href="#">Village Centre</a> , and Glenmore Valley <a href="#">Village Centre</a> , the total minimum... | Within the <a href="#">Core Area</a> , Urban Centres, University South <a href="#">Village Centre</a> , and Glenmore Valley <a href="#">Village Centre</a> , the total minimum...                                       | Update list to include Urban Centres to be consistent with the definition of Core Area within the OCP.          |
| 16. | 8.2.17(a) Accessible Parking Standards         | (a) if a visitor parking space is required, then at least one of those visitor parking spaces shall be configured as an accessible parking space;                  | (a) if <del>a visitor parking space is required</del> <u>if one or more visitor parking spaces are required</u> , then at least one of those visitor parking spaces shall be configured as an accessible parking space; | Change of wording to align with policy.   |
| 17. | Table 8.3.1 Residential Multi-Dwelling Parking | <a href="#">See Chart C1</a>   | <a href="#">See Chart C2</a>  | Change of wording to align with policy.<br>Added footnote to clarify the parking exemption within the UC1 zone. |
| 18. | Table 8.3.1a Other Residential Parking         | <a href="#">See Chart C3</a>   | <a href="#">See Chart D</a>   | Reorganization of information and deletion of redundancies. Change of wording to align with policy.             |
| 19. | Table 8.3.2 Commercial                         | <a href="#">See Chart E</a>  | <a href="#">See Chart F</a>   | Reorganization of information and deletion of redundancies.   |



| No. | Section  | Current Wording   | Proposed Wording   | Reason for Change   |
|-----|--|---|--|---|
| 20. | Table 8.3.3<br>Agriculture                                 | Table 8.3.3 Agriculture<br>m <sup>2</sup> = square metres | Table 8.3.3 Agriculture<br><u>GFA = gross floor area</u><br>m <sup>2</sup> = square metres | Added definition for clarity.   |
| 21. | Table 8.3.4<br>Industrial                                  | <a href="#">See Chart G</a>                               | <a href="#">See Chart H</a>  | Reorganization of information and addition of definition.                           |
| 22. | Table 8.3.5<br>Institutional                               | <a href="#">See Chart I</a>                               | <a href="#">See Chart J</a>  | Reorganization of information and addition of information.                          |
| 23. | Table 8.3.6<br>Community,<br>Recreational, and<br>Cultural | <a href="#">See Chart K</a>                               | <a href="#">See Chart L</a>  | Delete chart, information amalgamated into other section.                           |
| 24. | Figure 8.3 –<br>Parking Exception<br>Area                  | <a href="#">See Chart L<sub>1</sub></a>                   | Delete Figure and associated wording   | Re-organized the parking exemption regulation into the tables in previous sections. |
| 25. | Table 8.4<br>Minimum Loading<br>Required                   | <a href="#">See Chart M</a>                               | <a href="#">See Chart N</a>  | Reorganization of information and deletion of redundancies.                         |

| No. | Section   | Current Wording  | Proposed Wording   | Reason for Change   |
|-----|---|--|--|---|
| 26. | Table 8.5<br>Minimum Bicycle<br>Parking Required                | <a href="#">See Chart O</a>  | <a href="#">See Chart P</a>  | Reorganization of information and deletion of redundancies.   |
| 27. | Section 8.5.8<br>Bicycle Parking<br>Incentives                  | Within the <a href="#">Core Area</a> , University South and Glenmore Valley <a href="#">Village Centres</a> , the total minimum...   | Within the <a href="#">Core Area</a> , Urban Centres, University South and Glenmore Valley <a href="#">Village Centres</a> , the total minimum...  | Update list to include Urban Centres to be consistent with the definition of Core Area within the OCP.  |
| 28. | FOOTNOTES<br>Table 8.6.1<br>Required End-of-<br>Trip Facilities | FOOTNOTES (Section 8.6.1.): <sup>1</sup> End of trips shall include a "bicycle repair and wash station" including tools for bikes, a commercial grade pump, access to water, and way to raise a bike up to perform simple maintenance. A "bicycle repair and wash station" is required after 4 long term bike parking stalls are required. | FOOTNOTES ( <del>Section Table 8.6.1</del> ): <sup>1</sup> <del>End of trips</del> <a href="#">End-of-trip facilities</a> shall include a "bicycle repair and wash station" including tools for bikes, a commercial grade pump, access to water, and way to raise a bike up to perform simple maintenance. A "bicycle repair and wash station" is required after 4 long term bike parking stalls are required. | Update wording to correct spelling and grammar.   |
| 29. | Table 9.11 – Tall<br>Building<br>Regulations                    | <a href="#">See Chart U</a>  | <a href="#">See Chart V</a>  | Update to formatting for consistency and wording to provide clarity.<br><br>Delete the maximum 4 storeys podium limit to be consistent with recently approved podiums. Keep the same 16 metre podium height limitation. |

| No. | Section                              | Current Wording | Proposed Wording   | Reason for Change                      |
|-----|--------------------------------------|-----------------|--|--|
| 30. | Section 9 – Specific Use Regulations |                 | <p><u>9.12 Transportation Corridor</u></p> <p><u>9.12.1 Any flanking side yard, side yard, or rear yard abutting the Transportation Corridor (TC) future land use designation outlined in the Official Community Plan shall have a minimum 3 metre setback from that lot line. That setback area shall be landscaped in accordance with Section 7.</u></p> <p><u>9.12.2 Notwithstanding Section 7, any fencing within the landscape area required by Section 9.12.1 shall be a black chain link fence, or other materials approved by the Divisional Director of Planning and Development Services. The fence may be substituted for a continuous opaque barrier only where Section 7 permits continuous opaque barriers. If a fence or continuous opaque barrier is installed, then the fence or continuous opaque barrier must:</u></p> <ul style="list-style-type: none"> <li>a) <u>contain at least one pedestrian access gate along the lot line abutting the Transportation Corridor (TC) future land use designation;</u></li> <li>b) <u>have the pedestrian access gate be a minimum of 1.6 metres wide and</u></li> </ul> | Addition of section to reflect policy. |



| No. | Section  | Current Wording                                       | Proposed Wording  | Reason for Change   |
|-----|--|---|---|---|
|     |  |   | <p><u>be lockable and controlled by the subject property owner.</u></p> <p><u>9.12.3 Notwithstanding Section 7.5, the maximum fence height within the landscape area required by Section 9.12.1 shall be 2.0 metres and must be setback at least 0.15 metres from the lot line abutting the Transportation Corridor (TC) future land use designation.</u></p> <p><u>9.12.4 Any lots zoned A1-Agriculture or P3 - Parks and Open Space are exempt from the requirements in Section 9.12.</u></p> |   |
| 31. | Section 10.3 Permitted Land Uses – Animal Clinics, Major and Animal Clinics, Minor | '-' Not Permitted                                     | 'P' Principal Use   | ALC does not prohibit animal daycare and thus the recommendation is to align with current market demand for these uses within the A1 zone. In general, there is less land use conflicts with neighbours of A1 properties versus rural residential properties. |
| 32. | Section 10.3 - Permitted Land Uses   | Child Care Centre, Major: RR1, & RR2: S <sup>.1</sup> | Child Care Centre, Major: RR1, & RR2: P <sup>.1</sup>   | Change of use category to align with policies to encourage child care facilities.   |

| No. | Section   | Current Wording   | Proposed Wording   | Reason for Change  |
|-----|---|---|--|--|
| 33. | Section 9.2 – Home Based Business Regulations   |   | <u>m<sup>2</sup> = square metres</u>   | Added definition for clarity.  |
| 34. | Section 9.2 Home-Based Business Regulations For the Rural Column & the Employee Restriction Row | One person maximum other than the principal residents of the dwelling unit can be engaged in the home-based business onsite. <sup>2</sup> | Two persons maximum other than the principal residents of the dwelling unit can be engaged in the home-based business onsite.  | Created a separate column for Rural - Home Based Business (HBB) to maintain one person max for Major HBB and to align Rural – HBB wording with original regulations to provide consistent regulations over time. |
| 35. | Section 9.6 – Agriculture, Urban Regulations  | <ul style="list-style-type: none"> <li>• Have no or materials related to the community garden stored outside on the lot.</li> </ul>       | <ul style="list-style-type: none"> <li>• <del>Have no or materials related to the community garden stored outside on the lot.</del> <u>No materials shall be stored outside of the lot.</u></li> </ul> | Update wording to correct spelling and grammar.  |
| 36. | 9.7.4 Site Specific Regulations   | <a href="#">See Chart Q</a>   | <a href="#">See Chart R</a>  | Update to formatting for consistency and wording to provide clarity.   |
| 37. | 9.9.9 Site Specific Regulations   | <a href="#">See Chart S</a>   | <a href="#">See Chart T</a>  | Update to formatting for consistency. Added recently adopted Bylaw 8000 Text Amendments .  |

| No. | Section   | Current Wording  | Proposed Wording   | Reason for Change  |
|-----|---|--|--|--|
| 38. | Section 10.3 Permitted Land Uses Footnote 10.3.9                    | When a home-based business, rural involves the cutting and wrapping of wild game or any meat, the lot must have a lot area greater than 3,300 m <sup>2</sup> .   | All home-based business, rural must have a minimum lot area as described in Section 9.2 Home -Based Businesses.  | Delete redundant regulations.  |
| 39. | Section 10.6 - Development Regulations                              | <a href="#">See Chart W</a>  | <a href="#">See Chart X</a>  | Update to formatting for consistency.  |
| 40. | Section 10.6 - Development Regulations                              | Max. Height for Carriage Houses for A2, RR1, & RR2 zones is 5.4 m  | Max. Height for Carriage Houses A2, RR1, & RR2 zones is <u>5.7 m</u>   | Add 0.3 m (1 foot) to accommodate standard floor to ceiling height ratios for two storey structures.   |
| 41. | Section 10.6 - Development Regulations                              | n/a  | Max. Height for Carriage Houses Row: Add footnote 10.6.6 to A2, RR1, & RR2 zones:<br>.6 For a <a href="#">carriage house</a> with a roof slope ratio less than 3 in 12 the maximum <a href="#">height</a> is increased to a maximum of 6.1 metres.   | Add additional height for flat roof carriage houses to accommodate standard floor to ceiling height ratios in these structure types.                   |
| 42. | Section 11.3 - Permitted Land Uses                                  | Child Care Centre, Major: RU1, RU2, RU4, & RU5: S <sup>·3</sup>  | Child Care Centre, Major: RU1, RU2, RU4, & RU5: P <sup>·3</sup>  | Change of use category to align with policies to encourage child care facilities.  |
| 43. | Section 11.3 – Permitted Land Uses (Carriage House) Footnote 11.3.7 | .7 For a <a href="#">lot</a> located outside the <a href="#">Core Area</a> , the <a href="#">lot</a> must have a <a href="#">carriage house</a> sub-zone 'c' on the property for a <a href="#">carriage house</a> to be permitted. For a <a href="#">lot</a> located within the <a href="#">Core Area</a> , a <a href="#">carriage house</a> is a permitted <a href="#">secondary use</a> without the necessity of the | .7 <a href="#">Carriage houses</a> are permitted as a <a href="#">secondary use</a> without the necessity of the sub-zone if the <a href="#">lot</a> is located within the Core Area Neighbourhood (C-NHD) or the Suburban Residential (S-RES) future land use designations as outlined within the | All carriage house rezonings in the Suburban Residential (S-RES) future land use designations have been supported by Council. To sensitively integrate |



| No. | Section  | Current Wording   | Proposed Wording  | Reason for Change   |
|-----|--|---|---|---|
|     |  | sub-zone. <a href="#">Carriage houses</a> must be on a <a href="#">lot</a> serviced with <a href="#">community sanitary sewer</a> and <a href="#">community water</a> , except, <a href="#">carriage houses</a> are permitted on <a href="#">lots</a> without <a href="#">community sanitary sewer</a> services if the <a href="#">lot</a> area is at least 10,000 m <sup>2</sup> . | OCP. <a href="#">Lots</a> located outside those future land use designations must have a <a href="#">carriage house</a> sub-zone 'c' on the property for a <a href="#">carriage house</a> to be permitted. Further, <a href="#">carriage houses</a> must be on a <a href="#">lot</a> serviced with <a href="#">community sanitary sewer</a> and <a href="#">community water</a> , except, <a href="#">carriage houses</a> are permitted on <a href="#">lots</a> without <a href="#">community sanitary sewer</a> services if the <a href="#">lot</a> area is at least 10,000 m <sup>2</sup> . | carriage houses into these areas, a development regulations is proposed to limit these carriage houses to single storey whereas within the Core Area two storey carriage houses would be permitted. |
| 44. | Section 11.3 – Permitted Land Uses (Carriage House, RU4) | S <sup>2,7,9</sup>  | S <sup>2,7,9</sup>  | Removal of footnote for clarity.  |
| 45. | Section 11.5 – Development Regulations                   | The Row for Max. Building Footprint for Single (1) Storey Carriage Houses<br>And<br>The Row for Max. Building Footprint for Two (2) Storey Carriage Houses  | Delete both rows  | Regulating footprint for carriage house is unnecessary with gross floor area maximums.  |
| 46. | Section 11.5 – Development Regulations                   | Max. Height for Carriage Houses for RU1, RU2, RU3, & RU4 zones is 5.4 m   | Max. Height for Carriage Houses for RU1, RU2, RU3, & RU4 zones is <u>5.7 m</u>  | Add 0.3 m (1 foot) to accommodate standard floor to ceiling height ratios for two storey structures.  |
| 47. | Section 11.5 – Development Regulations (new footnote)    | n/a   | Max. Height for Carriage Houses Row:<br>Add footnote 11.5.8 to RU1, RU2, RU3, & RU4 zones:<br><sup>9</sup> <a href="#">Carriage houses</a> are limited to a single storey when the <a href="#">lot</a> is located within the Suburban Residential (S-RES) future land   | All carriage house rezonings in the Suburban Residential (S-RES) future land use designations have been supported by Council. To sensitively integrate  |

| No. | Section                                | Current Wording             | Proposed Wording  | Reason for Change   |
|-----|--|-----------------------------|---|---|
|     |  |                             | use designations as outlined within the <a href="#">OCP</a> .   | carriage houses into these areas, a development regulations is proposed to limit these carriage houses to single storey whereas within the Core Area two storey carriage houses would be permitted. |
| 48. | Section 11.5 – Development Regulations | n/a                         | Max. Height for Carriage Houses Row:<br>Add footnote 11.5.8 to RU1, RU2, RU3, & RU4 zones:<br>.8 For a <a href="#">carriage house</a> with a roof slope ratio less than 3 in 12 the maximum <a href="#">height</a> is increased to a maximum of 6.1 metres. | Add additional height for flat roof carriage houses to accommodate standard floor to ceiling height ratios in these structures.   |
| 49. | Section 12.3 – Subdivision Regulations | <a href="#">See Chart Y</a> | <a href="#">See Chart Z</a>   | Update to formatting for consistency.   |
| 50. | Section 12.4 – Development Regulations |                             | <a href="#">Criteria</a>  | Addition of “Criteria” for left column header.  |

## Chart A

Original – Table 7.2- Tree & Landscaping Planting Requirements

| Table 7.2 – Tree & Landscaping Planting Requirements          |   |   |   |   |
|---|---|---|---|---|
| cm =centimetres / m = metres / m <sup>2</sup> = square metres |   |   |   |   |
| Criteria  | <a href="#">Infill Housing</a> and <a href="#">Townhouses</a>   | <a href="#">Apartments</a> in <a href="#">Multi-Dwelling Zones</a>  | <a href="#">Urban Centre Zones</a> & <a href="#">Institutional Zones</a>  | <a href="#">Commercial Zones</a> & <a href="#">Industrial Zones</a>   |
| Minimum Tree amount. <sup>.2</sup>                            | One tree per 50 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 12 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> | One tree per 55 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 10 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> | One tree per 30 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 10 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> | One tree per 30 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 10 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> |
| Minimum Deciduous Tree <a href="#">Caliper</a> <sup>.1</sup>  | Large: 5 cm<br>Medium: 4 cm<br>Small: 3 cm  |   |   |   |
| Minimum Coniferous Tree Height                                | 250 cm  |   |   |   |
| Minimum Ratio between Tree size <sup>.3</sup>                 | Large: Min 50%<br>Medium: No min or max<br>Small: Max 25%   |   |   |   |
| Minimum <a href="#">Growing</a>                               | 75% <a href="#">soil-based landscaping</a> groundcover in <a href="#">landscape areas</a><br><a href="#">See Visual Example Figure 7.2.1</a>                        |   |   |   |



| Table 7.2 – Tree & Landscaping Planting Requirements  |   |  |  |   |
|---|---|--|--|---|
| cm =centimetres / m = metres / m <sup>2</sup> = square metres   |   |  |  |   |
| Criteria  | <a href="#">Infill Housing and Townhouses</a>   | <a href="#">Apartments in Multi-Dwelling Zones</a> | <a href="#">Urban Centre Zones &amp; Institutional Zones</a> | <a href="#">Commercial Zones &amp; Industrial Zones</a> |
| <a href="#">Medium Area</a><br><sup>.4</sup>  |   |  |  |   |
| Minimum <a href="#">Growing Medium</a> Volumes per Tree <sup>.4</sup>   | <p>Large Single: 30 m<sup>3</sup> - Large Multiple Connected by Trench or Cluster: 25 m<sup>3</sup></p> <p>Medium Single: 20 m<sup>3</sup> - Medium Multiple Connected by Trench or Cluster: 18 m<sup>3</sup></p> <p>Small Single: 15 m<sup>3</sup> - Small Multiple Connected by Trench or Cluster: 12 m<sup>3</sup></p> |  |  |   |
| <p>FOOTNOTES (<a href="#">Section 7.2</a>):</p> <p><sup>.1</sup> All deciduous trees shall have a minimum clear stem height of 1.5 m.</p> <p><sup>.2</sup> The total area and linear metre calculation are used to determine a minimum number of trees that is to be planted within the <a href="#">landscape areas</a>. The minimum number of trees on site shall be whichever calculation is greater (the area or the linear metre). The tree spacing shall follow the <a href="#">City of Kelowna’s Urban Tree Guide</a> but there is no minimum or maximum regarding tree spacing. This provides landscape plan flexibility to allow grouping of trees where applicable.</p> <p><sup>.3</sup> Tree size will be defined in the <a href="#">City of Kelowna’s Urban Tree Guide</a>, if only one tree is required, it must be a large tree or conifer. All columnar trees shall be considered a medium or small tree for purposes of minimum ratio between tree size.</p> <p><sup>.4</sup> Minimum <a href="#">growing medium</a> may be shared through the <a href="#">landscape area</a> (tree, turf, and shrub).</p> |   |  |  |   |

## Chart B

Proposed - Table 7.2 – Tree & Landscaping Requirements

| Table 7.2 – Tree & Landscaping Planting Requirements   |   |   |   |   |
|--|---|---|---|---|
| cm = centimetres / m = metres / m <sup>2</sup> = square metres / m <sup>3</sup> = cubic metres |   |   |   |   |
| Criteria   | MF1 & MF2 Zones   | MF3 zone, Core Area Zone, and Health District Zones   | <a href="#">Urban Centre Zones</a> , Village Centre Zone, & <a href="#">Institutional Zones</a>   | <a href="#">Commercial Zones</a> , <a href="#">Industrial Zones</a> , & Comprehensive Development Zones   |
| Minimum Tree amount. <sup>.2</sup>   | One tree per 50 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 12 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> | One tree per 55 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 10 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> | One tree per 30 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 10 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> | One tree per 30 m <sup>2</sup> of <a href="#">landscape area</a> or 1 tree per 10 linear metres of <a href="#">landscape area</a> (whichever is more) <sup>.2</sup> |
| Minimum Deciduous Tree <a href="#">Caliper</a> <sup>.1</sup>                                   | Large: 5 cm<br>Medium: 4 cm<br>Small: 3 cm  |   |   |   |
| Minimum Coniferous Tree Height   | 250 cm  |   |   |   |
| Minimum Ratio Between Tree size <sup>.3</sup>  | Large: Min 50%<br>Medium: No min or max<br>Small: Max 25%   |   |   |   |
| Minimum <a href="#">Growing</a>  | 75% <a href="#">soil-based landscaping</a> groundcover in <a href="#">landscape areas</a>   |   |   |   |

| <b>Table 7.2 – Tree &amp; Landscaping Planting Requirements</b><br><small>cm =centimetres / m = metres / m<sup>2</sup> = square metres / m<sup>3</sup> = cubic metres</small>   |   |   |   |   |
|---|---|---|---|---|
| Criteria  | MF1 & MF2 Zones   | MF3 zone, Core Area Zone, and Health District Zones | <a href="#">Urban Centre Zones</a> , Village Centre Zone, & <a href="#">Institutional Zones</a> | <a href="#">Commercial Zones</a> , <a href="#">Industrial Zones</a> , & Comprehensive Development Zones |
| <a href="#">Medium</a> Area <sup>.4</sup>   | <a href="#">see visual example Figure 7.2.1</a>   |   |   |   |
| Minimum <a href="#">Growing Medium</a> Volumes per Tree <sup>.4</sup>   | <p style="text-align: center;">Large Single: 30 m<sup>3</sup> - Large Multiple Connected by Trench or Cluster: 25 m<sup>3</sup></p> <p style="text-align: center;">Medium Single: 20 m<sup>3</sup> - Medium Multiple Connected by Trench or Cluster: 18 m<sup>3</sup></p> <p style="text-align: center;">Small Single: 15 m<sup>3</sup> - Small Multiple Connected by Trench or Cluster: 12 m<sup>3</sup></p> |   |   |   |
| <b>FOOTNOTES (Table 7.2):</b><br><sup>.1</sup> All deciduous trees shall have a minimum clear stem height of 1.5 m.<br><sup>.2</sup> The total area and linear metre calculation are used to determine a minimum number of trees that is to be planted within the <a href="#">landscape areas</a> . The minimum number of trees on site shall be whichever calculation is greater (the area or the linear metre). The tree spacing shall follow the <a href="#">City of Kelowna’s Urban Tree Guide</a> but there is no minimum or maximum regarding tree spacing. This provides landscape plan flexibility to allow grouping of trees where applicable.<br><sup>.3</sup> Tree size will be defined in the <a href="#">City of Kelowna’s Urban Tree Guide</a> , if only one tree is required, it must be a large tree or conifer. All columnar trees shall be considered a medium or small tree for purposes of minimum ratio between tree size.<br><sup>.4</sup> Minimum <a href="#">growing medium</a> may be shared through the <a href="#">landscape area</a> (tree, turf, and shrub). |   |   |   |   |



## Chart B1

Original – Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles

| Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles   |             |            |                       |
|---|-------------|------------|-----------------------|
| m = metres  |             |            |                       |
|   | Min. Length | Min. Width | Min. Height Clearance |
| <b>Parking Spaces:</b>  |             |            |                       |
| Regular Size Vehicle <a href="#">parking space</a>  | 6.0 m       | 2.5 m      | 2.0 m                 |
| Small Size Vehicle <a href="#">parking space</a>  | 4.8 m       | 2.3 m      | 2.0 m                 |
| Accessible <a href="#">parking spaces</a>   | 6.0 m       | 3.7 m      | 2.3 m                 |
| Van-Accessible <a href="#">parking spaces</a>   | 6.0 m       | 4.8 m      | 2.3 m                 |
| Regular Size Parallel <a href="#">parking space</a>   | 7.0 m       | 2.6 m      | 2.0 m                 |
| Small Size Parallel <a href="#">parking space</a>   | 6.5 m       | 2.5 m      | 2.0 m                 |
| <b>Drive Aisles:</b>  |             |            |                       |
| All two-way drive aisles serving 90 degrees <a href="#">parking</a> (e.g., <a href="#">parking lot</a> , parkade, garage) | n/a         | 6.5 m      | 2.0 m                 |
| All two-way surface drive aisles without adjacent <a href="#">parking</a>   | n/a         | 6.0 m      | 2.0 m                 |
| One way drive aisles (60 degree <a href="#">parking</a> )   | n/a         | 5.5 m      | 2.0 m                 |
| One way drive aisles (45 degree <a href="#">parking</a> & parallel <a href="#">parking</a> )                              | n/a         | 3.5 m      | 2.0 m                 |

## Chart B2

Proposed – Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles

| Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles  |             |            |                       |
|--|-------------|------------|-----------------------|
| m = metres   |             |            |                       |
| Parking Spaces:  | Min. Length | Min. Width | Min. Height Clearance |
| Regular Size Vehicle <a href="#">parking space</a>   | 6.0 m       | 2.5 m      | 2.0 m                 |
| Small Size Vehicle <a href="#">parking space</a>   | 4.8 m       | 2.3 m      | 2.0 m                 |
| Accessible <a href="#">parking spaces</a>  | 6.0 m       | 3.7 m      | 2.3 m                 |
| Van-Accessible <a href="#">parking spaces</a>  | 6.0 m       | 4.8 m      | 2.3 m                 |
| Regular Size Parallel <a href="#">parking space</a>  | 7.0 m       | 2.6 m      | 2.0 m                 |
| Small Size Parallel <a href="#">parking space</a>  | 6.5 m       | 2.5 m      | 2.0 m                 |
| Drive Aisles:  | Min. Length | Min. Width | Min. Height Clearance |
| All two-way drive aisles serving 90 degrees <a href="#">parking</a> (e.g., <a href="#">parking lot</a> , parkade, garage)    | n/a         | 6.5 m      | 2.0 m                 |
| All two-way surface drive aisles without adjacent <a href="#">parking</a>  | n/a         | 6.0 m      | 2.0 m                 |
| All two-way surface drive aisles without access to adjacent <a href="#">parking</a> , garages, and / or carports in MF1 zone | n/a         | 4.5 m      | 2.0 m                 |
| All two-way surface drive aisles with access to adjacent <a href="#">parking</a> , garages, and / or carports in MF1 zone    | n/a         | 6.0 m      | 2.0 m                 |
| One way drive aisles (60 degree <a href="#">parking</a> )  | n/a         | 5.5 m      | 2.0 m                 |
| One way drive aisles (45 degree <a href="#">parking</a> & parallel <a href="#">parking</a> )                                 | n/a         | 3.5 m      | 2.0 m                 |

### Chart B3

Original – Table 8.2.7.b Ratio of Parking Space Sizes

| Table 8.2.7.b Ratio of Parking Space Sizes  |   |   |
|---|---|---|
| Uses:   | Min. Regular Size Vehicle<br><a href="#">parking spaces</a> | Max. Small Size Vehicle<br><a href="#">parking spaces</a> |
| <a href="#">Single Detached Dwelling, Duplex, or Semi-Detached</a>  | 50%   | 50%   |
| <a href="#">Carriage house</a> or <a href="#">secondary suite</a>   | 0%  | 100%  |
| <a href="#">Short-term rental accommodations</a>  | 0%  | 100%  |
| <a href="#">Dwelling units</a> in the MF1 zone  | 0%  | 100%  |
| <a href="#">Townhouses, Stacked Townhouses, and Apartments</a>  | 50% <sup>.1, .2</sup>                                       | 50%   |
| <a href="#">Commercial</a>  | 70%   | 30%   |
| <a href="#">Industrial</a>  | 70%   | 30%   |
| <a href="#">Institutional</a>   | 50%   | 50%   |
| FOOTNOTES ( <a href="#">Section 8.2.7</a> ):<br><sup>.1</sup> For the purpose of calculating the percentage of regular size vehicle <a href="#">parking spaces</a> , “accessible <a href="#">parking spaces</a> ” shall be included in the minimum number regular size vehicle <a href="#">parking spaces</a> .<br><sup>.2</sup> All visitor parking stalls must be regular size vehicle <a href="#">parking spaces</a> . |   |   |



## Chart B4

Proposed – Table 8.2.7.b Ratio of Parking Space Sizes

| Table 8.2.7.b Ratio of Parking Space Sizes  |   |   |
|---|---|---|
| Uses:   | Min. Regular Size Vehicle<br><a href="#">parking spaces</a> | Max. Small Size Vehicle<br><a href="#">parking spaces</a> |
| <a href="#">Single Detached Dwelling, Duplex, or Semi-Detached</a>  | 100% <sup>.3</sup>  | 0%  |
| <a href="#">Carriage house</a> or <a href="#">secondary suite</a>   | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Short-term rental accommodations</a>  | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Dwelling units</a> in the MF1 zone with access to a lane  | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Dwelling units</a> in the MF1 zone without access to a lane   | 100% <sup>.3</sup>  | 0%  |
| <a href="#">Townhouses, Stacked Townhouses, and Apartments</a>  | 50% <sup>.1, .2, .3, .4</sup>                               | 50% <sup>.4</sup>   |
| <a href="#">Commercial</a>  | 70% <sup>.4</sup>   | 30% <sup>.4</sup>   |
| <a href="#">Industrial</a>  | 70% <sup>.4</sup>   | 30% <sup>.4</sup>   |
| <a href="#">Institutional</a>   | 50% <sup>.4</sup>   | 50% <sup>.4</sup>   |
| FOOTNOTES (Section 8.2.7):<br><sup>.1</sup> For the purpose of calculating the percentage of regular size vehicle <a href="#">parking spaces</a> , “accessible <a href="#">parking spaces</a> ” shall be included in the minimum number regular size vehicle <a href="#">parking spaces</a> .<br><sup>.2</sup> All visitor <a href="#">parking spaces</a> must be regular size vehicle <a href="#">parking spaces</a> .<br><sup>.3</sup> All <a href="#">parking spaces</a> that are configured in tandem must be regular size vehicle <a href="#">parking space</a> .<br><sup>.4</sup> All <a href="#">parking spaces</a> must be regular size vehicle <a href="#">parking space</a> when the length of a <a href="#">parking space abuts</a> a doorway. |   |   |

## Chart C1

Original - Table 8.3.1 Residential Multi-Dwelling Parking

| Table 8.3 – Required Off-Street Parking Requirements                               |   |   |   |  |   |
|--|---|---|---|--|---|
| Table 8.3.1 Residential Multi-Dwelling Parking                                     |   |   |   |  |   |
| Land Use /<br>Type of<br>Development   | Base Parking Requirement<br>(Number of spaces)  |   |   |  | Minimum<br>Visitor<br>Parking<br>Requirement<br><sup>.1, .2</sup>   |
|  | Urban<br>Centre and<br>Health<br>District<br>Zones  | MF1 Zone <sup>.4</sup> ,<br>Village Centre<br>Zones, and Zones<br>fronting a <u>Transit<br/>Supportive<br/>Corridor</u> | All other zones<br>within the <u>Core<br/>Area</u>  | All other zones<br>outside the<br><u>Core Area</u> <sup>.3</sup>   |   |
| <u>Apartment<br/>Housing</u><br><u>Townhouses</u><br><u>Stacked<br/>Townhouses</u> | <u>Min</u> 0.8<br><u>spaces</u> &<br><u>Max</u> 1.25<br><u>spaces</u> per<br><u>bachelor<br/>dwelling unit</u>  | <u>Min</u> 0.9 <u>spaces</u> <sup>.4</sup> &<br><u>Max</u> 1.25 <u>spaces</u><br>per <u>bachelor<br/>dwelling unit</u>  | <u>Min</u> 1.0 <u>space</u> &<br><u>Max</u> 1.25 <u>spaces</u><br>per <u>bachelor<br/>dwelling unit</u>     | <u>Min</u> 1.0 <u>space</u> &<br><u>Max</u> 1.25 <u>spaces</u><br>per <u>bachelor<br/>dwelling unit</u>      | <u>Min</u> 0.14<br><u>spaces</u> <sup>.1</sup> &<br><u>Max</u> 0.2<br><u>spaces</u> per<br><u>dwelling unit</u> |
| <u>Residential<br/>Security<br/>Operator Unit</u>                                  | <u>Min</u> 0.9<br><u>spaces</u> &<br><u>Max</u> 1.25<br><u>spaces</u> per 1<br><u>bedroom<br/>dwelling unit</u> | <u>Min</u> 1.0 <u>space</u> <sup>.4</sup> &<br><u>Max</u> 1.25 <u>spaces</u><br>per 1 <u>bedroom<br/>dwelling unit</u>  | <u>Min</u> 1.2 <u>spaces</u><br>& <u>Max</u> 1.6<br><u>spaces</u> per 1<br><u>bedroom<br/>dwelling unit</u> | <u>Min</u> 1.25 <u>spaces</u><br>& <u>Max</u> 1.6<br><u>spaces</u> per 1<br><u>bedroom<br/>dwelling unit</u> |   |

|  |   |   |  |  |
|--|---|---|--|--|
|  | <a href="#">Min 1.0 space</a> & <a href="#">Max 1.5 spaces</a><br>per 2 or more <a href="#">bedroom dwelling unit</a> | <a href="#">Min 1.1 spaces</a> <sup>4</sup> & <a href="#">Max 1.6 spaces</a><br>per 2 <a href="#">bedroom dwelling unit</a> | <a href="#">Min 1.4 spaces</a> & <a href="#">Max 2.0 spaces</a><br>per 2 <a href="#">bedroom dwelling unit</a>                         | <a href="#">Min 1.5 spaces</a> & <a href="#">Max 2.0 spaces</a><br>per 2 <a href="#">bedroom dwelling unit</a>                         |
|  |   | <a href="#">Min 1.4 spaces</a> <sup>4</sup> & <a href="#">Max 2.0 spaces</a><br>per 3 <a href="#">bedroom dwelling unit</a> | <a href="#">Min 1.6 spaces</a> & <a href="#">Max 2.5 spaces</a><br>per 3 <a href="#">bedroom</a> or more <a href="#">dwelling unit</a> | <a href="#">Min 2.0 spaces</a> & <a href="#">Max 2.5 spaces</a><br>per 3 <a href="#">bedroom</a> or more <a href="#">dwelling unit</a> |

FOOTNOTES ([Section 8.3.1](#)):

<sup>1</sup> Visitor [parking](#) is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor [parking](#) is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

<sup>2</sup> Regardless of the parking rate ([spaces](#) per [unit](#)). The minimum number of [dwelling units](#) when the first visitor [parking space](#) is required is five (5) [dwelling units](#). For example, a [lot](#) with four (4) [dwelling units](#) does not require a visitor [parking space](#).

<sup>3</sup> Minimum and maximum parking rates for various Comprehensive Development Zones are outline in Table 8.3.1a Other Residential Parking.

<sup>4</sup> For MF1 zoned lots, the first four dwelling units shall have a minimum of one (1) parking space per dwelling unit. The parking rate identified above applies to the fifth dwelling unit and any more dwelling units.



## Chart C2

Proposed - Table 8.3.1 Residential Multi-Dwelling Parking

| Table 8.3 – Required Off-Street Parking Requirements                               |   |   |  |   |   |
|--|---|---|--|---|---|
| Table 8.3.1 Residential Multi-Dwelling Parking                                     |   |   |  |   |   |
| Land Use /<br>Type of<br>Development   | Base Parking Requirement<br>(Number of spaces)  |   |  |   | Minimum<br>Visitor<br>Parking<br>Requirement<br><sup>.1, .2</sup>                           |
|  | Urban<br>Centre<br>Zones <sup>.5</sup>  | MF1 Zone <sup>.4</sup> ,<br>Village Centre<br>Zones, and Zones<br>fronting a <u>Transit<br/>Supportive<br/>Corridor</u> | All other zones<br>within the <u>Core<br/>Area</u>                                     | All other zones<br>outside the<br><u>Core Area</u> <sup>.3</sup>                        |   |
| <u>Apartment<br/>Housing</u><br><u>Townhouses</u><br><u>Stacked<br/>Townhouses</u> | <u>Min 0.8<br/>spaces &amp;<br/>Max 1.25<br/>spaces per<br/>bachelor<br/>dwelling unit</u>  | <u>Min 0.9 spaces <sup>.4</sup> &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                        | <u>Min 1.0 space &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>      | <u>Min 1.0 space &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>       | <u>Min 0.14<br/>spaces <sup>.1</sup> &amp;<br/>Max 0.2<br/>spaces per<br/>dwelling unit</u> |
| <u>Residential<br/>Security<br/>Operator Unit</u>                                  | <u>Min 0.9<br/>spaces &amp;<br/>Max 1.25<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u> | <u>Min 1.0 space <sup>.4</sup> &amp;<br/>Max 1.25 spaces<br/>per 1 bedroom<br/>dwelling unit</u>                        | <u>Min 1.2 spaces<br/>&amp; Max 1.6<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u> | <u>Min 1.25 spaces<br/>&amp; Max 1.6<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u> |   |

|  |   |   |  |  |
|--|---|---|--|--|
|  | <a href="#">Min 1.0 space</a> & <a href="#">Max 1.5 spaces</a><br>per 2 or more <a href="#">bedroom dwelling unit</a> | <a href="#">Min 1.1 spaces</a> <sup>4</sup> & <a href="#">Max 1.6 spaces</a><br>per 2 <a href="#">bedroom dwelling unit</a> | <a href="#">Min 1.4 spaces</a> & <a href="#">Max 2.0 spaces</a><br>per 2 <a href="#">bedroom dwelling unit</a>                         | <a href="#">Min 1.5 spaces</a> & <a href="#">Max 2.0 spaces</a><br>per 2 <a href="#">bedroom dwelling unit</a>                         |
|  |   | <a href="#">Min 1.4 spaces</a> <sup>4</sup> & <a href="#">Max 2.0 spaces</a><br>per 3 <a href="#">bedroom dwelling unit</a> | <a href="#">Min 1.6 spaces</a> & <a href="#">Max 2.5 spaces</a><br>per 3 <a href="#">bedroom</a> or more <a href="#">dwelling unit</a> | <a href="#">Min 2.0 spaces</a> & <a href="#">Max 2.5 spaces</a><br>per 3 <a href="#">bedroom</a> or more <a href="#">dwelling unit</a> |

FOOTNOTES ([Section 8.3.1](#)):

- <sup>1</sup> Visitor [parking](#) is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor [parking](#) is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.
- <sup>2</sup> Regardless of the parking rate ([spaces](#) per [unit](#)). The minimum number of [dwelling units](#) when the first visitor [parking space](#) is required is five (5) [dwelling units](#). For example, a [lot](#) with four (4) [dwelling units](#) does not require a visitor [parking space](#).
- <sup>3</sup> Minimum and maximum parking rates for various Comprehensive Development Zones are outline in Table 8.3.1a Other Residential Parking.
- <sup>4</sup> MF1 zoned [lots](#) with four [dwelling units](#) or less shall have a minimum of one (1) [parking space](#) per [dwelling unit](#). The parking rate identified above applies to MF1 [lots](#) with five [dwelling units](#) or more.
- <sup>5</sup> All [lots](#) in the areas identified as 3 storeys in [Map 4.1](#) within the [OCP](#) (UC1 Downtown) shall not be required to meet any vehicle [parking space](#) requirements if the height of the [buildings](#) on the [lot](#) are 4 [storeys](#) or less and 15.0 metres or less.



### Chart C3

Original - Table 8.3.1a Other Residential Parking

| Table 8.3.1a Other Residential Parking                             |   |   |  |
|--|---|---|--|
| <a href="#">Land Use / Type of Development</a>                     | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>   |
|  | Minimum   | Maximum   |  |
| <a href="#">Bed and Breakfast Homes</a>                            | 1.0 <a href="#">space</a> per <a href="#">sleeping unit</a>   | 1.5 <a href="#">spaces</a> per <a href="#">sleeping unit</a>                                  | n/a  |
| <a href="#">Boarding or Lodging Houses</a>                         | 1.0 <a href="#">space</a> ; plus 0.9 stalls per <a href="#">sleeping unit</a>   | 1.5 <a href="#">space</a> ; plus 2.0 <a href="#">spaces</a> per <a href="#">sleeping unit</a> | n/a  |
| <a href="#">Carriage House</a><br><a href="#">Secondary Suites</a> | 1.0 <a href="#">space</a> <sup>2</sup>  | 2.0 <a href="#">spaces</a>  | n/a  |
| <a href="#">Congregate Housing &amp; Supportive Housing</a>        | 0.35 <a href="#">spaces</a> per <a href="#">sleeping unit</a> ; Plus<br>0.5 <a href="#">spaces</a> per non-resident on-duty employee or 3.0 <a href="#">spaces</a> (whichever is greater) | n/a   | <a href="#">Min 0.14 spaces &amp; Max 0.2 spaces</a> per <a href="#">dwelling unit</a> |
| <a href="#">Group Home</a>   | 1.0 <a href="#">space</a> ; plus 0.35 stalls per <a href="#">sleeping unit</a>  | 2.0 <a href="#">spaces</a> ; plus 1.0 stall per <a href="#">sleeping unit</a>                 | n/a  |
| <a href="#">Home-Based Business, Major</a>                         | 1.0 <a href="#">space</a>   | 2.0 <a href="#">spaces</a>  | n/a  |
| <a href="#">Home-Based Business, Major for Health Services</a> on  | 3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ,   | 5.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>                         | n/a  |



| Table 8.3.1a Other Residential Parking                             |   |   |   |
|--|---|---|---|
| <a href="#">Land Use</a> / Type of <a href="#">Development</a>     | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>  |
|  | Minimum   | Maximum   |   |
| <a href="#">lots</a> located on Royal Avenue or Christleton Avenue |   |   |   |
| <a href="#">Home-Based Business</a> , <a href="#">Minor</a>        | n/a   | n/a   | n/a   |
| <a href="#">Home-Based Business</a> , <a href="#">Rural</a>        | 1.0 <a href="#">space</a>   | n/a   | n/a   |
| <a href="#">Mobile homes</a>                                       | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | 2.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| Residential units within the <a href="#">CD20 Zone</a>             | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a> , except 0.15 <a href="#">spaces</a> per student only residences  | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> per <a href="#">dwelling unit</a> , except 0.05 <a href="#">spaces</a> per student only residences & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Residential units within the <a href="#">CD22 zone</a>             | 1.1 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br><br>1.0 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a> | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br><br>1.6 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a> | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |

| Table 8.3.1a Other Residential Parking  |  |  |  |
|---|--|--|--|
| <a href="#">Land Use / Type of Development</a>  | Base Parking Requirement   |  | Visitor Parking Requirement <sup>1</sup>   |
|   | Minimum  | Maximum  |  |
|   | 0.9 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>0.75 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | 1.25 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>1.0 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> |  |
| Residential units within the <a href="#">CD26 zone</a>  | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>  | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>   | <a href="#">Min 0.14 spaces &amp; Max 0.2 spaces</a> per <a href="#">dwelling unit</a> |
| <a href="#">Residential Security/Operator Unit</a>  | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>  | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>   | n/a  |
| <a href="#">Short – Term Rental Accommodation:</a>  |  |  |  |
| <ul style="list-style-type: none"> <li><a href="#">Multi-Dwelling Zones</a> and <a href="#">Core Area and Other Zones</a></li> </ul>                | No additional parking required (i.e., equivalent to the parking requirements for the <a href="#">principal dwelling unit</a> within that zone).  | n/a  | n/a  |
| <ul style="list-style-type: none"> <li><a href="#">Agriculture &amp; Rural Zones</a> and <a href="#">Single &amp; Two Dwelling Zones</a></li> </ul> | 1.0 <a href="#">space</a> per two <a href="#">sleeping units</a>   | n/a  |  |

| Table 8.3.1a Other Residential Parking  |  |         |   |
|---|--|---------|---|
| <a href="#">Land Use / Type of Development</a>  | Base Parking Requirement                                     |         | Visitor Parking Requirement <sup>1</sup>  |
|   | Minimum  | Maximum |   |
| <a href="#">Agriculture &amp; Rural Zones</a> and <a href="#">Single &amp; Two Dwelling Zones</a> | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> | n/a     | 0.0 <a href="#">spaces</a> or <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> <sup>3</sup> |

FOOTNOTES (Section 8.3.1a.):

<sup>1</sup> Visitor parking is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor parking is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

<sup>2</sup> [Parking space](#) can be located in the driveway and in tandem with the single detached [dwelling](#) parking as long as two additional off-street [parking spaces](#) are provided for the [principal dwelling](#). Notwithstanding Section 8.1.4, parking for [secondary suites](#) or [carriage houses](#) can be surfaced with a dust-free material.

<sup>3</sup> Within residential strata (non-MF1 zoned [developments](#)) with three (3) or more [dwelling units](#) the visitor parking requirement is 0.14 [spaces](#) per [dwelling unit](#).



## Chart D

Proposed - Table 8.3.1a Other Residential Parking

| Table 8.3.1.a Other Residential Parking   |   |   |   |
|---|---|---|---|
| GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |   |   |
| Land Use / Type of Development  | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>  |
|   | Minimum   | Maximum   |   |
| <a href="#">Agriculture &amp; Rural Zones</a> and <a href="#">Single &amp; Two Dwelling Zones</a> | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | n/a   | 0.0 <a href="#">spaces</a> or <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> <sup>3</sup> |
| <a href="#">Bed and Breakfast Homes</a>   | 1.0 <a href="#">space</a> per <a href="#">sleeping unit</a>   | 1.5 <a href="#">spaces</a> per <a href="#">sleeping unit</a>                                  | n/a   |
| <a href="#">Boarding or Lodging Houses</a>  | 1.0 <a href="#">space</a> ; plus 0.9 stalls per <a href="#">sleeping unit</a>   | 1.5 <a href="#">space</a> ; plus 2.0 <a href="#">spaces</a> per <a href="#">sleeping unit</a> | n/a   |
| <a href="#">Carriage House</a>  | 1.0 <a href="#">space</a> <sup>2</sup>  | 2.0 <a href="#">spaces</a>  | n/a   |
| Child Care Centre, Major  | 1.0 Space per 11 children of capacity   | n/a   | n/a   |
| <a href="#">Child Care Centre, Minor</a>  | 1.0 <a href="#">space</a>   | n/a   | n/a   |
| <a href="#">Congregate Housing &amp; Supportive Housing</a>                                       | 0.35 <a href="#">spaces</a> per <a href="#">sleeping unit</a> ; Plus<br><br>0.5 <a href="#">spaces</a> per non-resident on-duty employee or 3.0 <a href="#">spaces</a> (whichever is greater) | n/a   | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |

| <b>Table 8.3.1.a Other Residential Parking</b>  |   |   |  |
|---|---|---|--|
| <b>GFA = gross floor area</b>   |   |   |  |
| <b>m<sup>2</sup> = square metres</b>  |   |   |  |
| <u>Land Use / Type of Development</u>   | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>   |
|   | Minimum   | Maximum   |  |
| <u>Group Home</u>   | 1.0 <u>space</u> ; plus 0.35 stalls per <u>sleeping unit</u>                                      | 2.0 <u>spaces</u> ; plus 1.0 stall per <u>sleeping unit</u> | n/a  |
| <u>Home-Based Business, Major</u>   | 1.0 <u>space</u>  | 2.0 <u>spaces</u>   | n/a  |
| <u>Home-Based Business, Major</u> for <u>Health Services</u> on <u>lots</u> located on Royal Avenue or Christleton Avenue | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> ,   | 5.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>         | n/a  |
| <u>Home-Based Business, Minor</u>   | n/a   | n/a   | n/a  |
| <u>Home-Based Business, Rural</u>   | 1.0 <u>space</u>  | n/a   | n/a  |
| <u>Mobile Homes</u>   | 2.0 <u>spaces</u> per <u>dwelling unit</u>  | 2.5 <u>spaces</u> per <u>dwelling unit</u>                  | <u>Min 0.14 spaces &amp; Max 0.2 spaces</u> per <u>dwelling unit</u>   |
| Residential units within the <u>CD20 Zone</u>   | 1.0 <u>space</u> per <u>dwelling unit</u> , except 0.15 <u>spaces</u> per student only residences | 1.5 <u>spaces</u> per <u>dwelling unit</u>                  | <u>Min 0.14 spaces</u> per <u>dwelling unit</u> , except 0.05 <u>spaces</u> per student only residences & <u>Max 0.2 spaces</u> per <u>dwelling unit</u> |

| Table 8.3.1.a Other Residential Parking  |   |   |  |
|--|---|---|--|
| GFA = gross floor area<br>m <sup>2</sup> = square metres   |   |   |  |
| <a href="#">Land Use / Type of Development</a>   | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>   |
|  | Minimum   | Maximum   |  |
| Residential units within the <a href="#">CD22 zone</a>   | 1.1 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br>1.0 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a><br>0.9 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>0.75 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br>1.6 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a><br>1.25 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>1.0 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Residential units within the <a href="#">CD26 zone</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| <a href="#">Secondary Suites</a>   | 1.0 <a href="#">space</a> <sup>2</sup>  | 2.0 <a href="#">spaces</a>  | n/a  |
| <a href="#">Short – Term Rental Accommodation:</a><br>• <a href="#">Multi-Dwelling Zones</a> and <a href="#">Core Area and Other Zones</a> | No additional parking required (i.e., equivalent to the parking requirements for the <a href="#">principal dwelling unit</a> within that zone).   | n/a   | n/a  |
| <a href="#">Short – Term Rental Accommodation:</a><br>• <a href="#">Agriculture &amp; Rural Zones</a> and <a href="#">Single &amp;</a>     | 1.0 <a href="#">space</a> per two <a href="#">sleeping units</a>  | n/a   |  |



| Table 8.3.1.a Other Residential Parking                  |                          |         |  |
|--|--------------------------|---------|--|
| GFA = gross floor area<br>m <sup>2</sup> = square metres |                          |         |  |
| <a href="#">Land Use / Type of Development</a>           | Base Parking Requirement |         | Visitor Parking Requirement <sup>1</sup> |
|  | Minimum                  | Maximum |  |
| <a href="#">Two Dwelling Zones</a>                       |                          |         |  |

FOOTNOTES (Table 8.3.1a):

<sup>1</sup> Visitor parking is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor parking is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

<sup>2</sup> [Parking space](#) can be located in the driveway and in tandem with the single detached [dwelling](#) parking as long as two additional off-street [parking spaces](#) are provided for the [principal dwelling](#). Notwithstanding Section 8.1.4, parking for [secondary suites](#) or [carriage houses](#) can be surfaced with a dust-free material.

<sup>3</sup> Within a residential strata with five or more [dwelling units](#) the visitor parking requirement is 0.14 [spaces](#) per [dwelling unit](#).

## Chart E

### Original – Table 8.3.2 Commercial

| Table 8.3.2 Commercial<br>m <sup>2</sup> = square metres   |  |   |
|--|--|---|
| <u>Land Use</u> / Type of <u>Development</u>   | Parking Requirement NOTE: <u>GFA</u> = <u>gross floor area</u>   |   |
|  | Minimum  | Maximum   |
| <u>Boat Storage</u>  | 1.0 <u>space</u> per 10 <u>boat storage</u> spaces plus 2 <u>spaces</u> for employees  | 1.25 <u>spaces</u> per 10 <u>boat storage</u> spaces plus 2 <u>spaces</u> for employees |
| <u>Hotels / Motels</u>   | 0.8 <u>spaces</u> per <u>sleeping units</u> plus requirements of other <u>uses</u> in the UC1 zone;<br><br>1.0 <u>space</u> per <u>sleeping unit</u> plus requirements of other <u>uses</u> in all other zones | 1.5 <u>spaces</u> per <u>sleeping units</u> , plus requirements of other <u>uses</u>    |
| All <u>commercial uses</u> in the UC1 zone even if listed separately below <sup>.1, .2</sup>                         | 0.9 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>  | 3.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| All <u>commercial uses</u> in the UC2, UC3, UC4, UC5, and VC1 zone even if listed separately below <sup>.1, .2</sup> | 1.3 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> <sup>.3</sup>  | 4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| All <u>commercial uses</u> in the <u>CD22 zone</u> even if listed separately below <sup>.1, .2</sup>                 | 1.0 <u>spaces</u> per 100 m <sup>2</sup> <u>net floor area</u>   | 4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| All <u>commercial uses</u> in the <u>CD26 zone</u> even if listed separately below <sup>.1, .2</sup>                 | 1.75 <u>parking spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | 4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |

| Table 8.3.2 Commercial<br>m <sup>2</sup> = square metres   |   |  |
|--|---|--|
| Land Use / Type of Development   | Parking Requirement NOTE: <a href="#">GFA</a> = gross floor area  |  |
|  | Minimum   | Maximum  |
| <a href="#">Animal Clinics, Major and Minor Health Services</a><br>(includes dental <a href="#">offices</a> , surgeries, and similar uses) | 3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ,   | 5.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| <a href="#">Food Primary Establishment</a><br><a href="#">Liquor Primary Establishment</a>   | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> or 5.0 <a href="#">spaces</a> (whichever is greater)  | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ,  |
| <a href="#">Fleet Services</a>   | 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ; or 1 <a href="#">spaces</a> per vehicle in fleet plus 1 per employee on duty (whichever is greater)   | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ; or 1.25 <a href="#">spaces</a> per vehicle in fleet plus 1.25 <a href="#">spaces</a> per employee on duty (whichever is greater)   |
| <a href="#">Personal Services Establishment</a>  | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| <a href="#">Warehousing</a>  | 0.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (minimum 2 spaces);<br>Plus<br>2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ;<br>Plus<br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical |



| Table 8.3.2 Commercial<br>m <sup>2</sup> = square metres  |   |  |
|---|---|--|
| Land Use / Type of Development  | Parking Requirement NOTE: <a href="#">GFA</a> = gross floor area      |  |
|   | Minimum   | Maximum  |
|   | support, or <a href="#">retail</a> sale operations.                   | support, or <a href="#">retail</a> sale operations.                    |
| <a href="#">Financial Services</a><br><a href="#">Offices</a>   | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All other <a href="#">commercial uses</a> not listed above and for <a href="#">commercial zones</a> not list above: <sup>1</sup>  |   |  |
| • <a href="#">GFA</a> less than 1,000 m <sup>2</sup>  | 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| • <a href="#">GFA</a> 1,000 m <sup>2</sup> to 2,000 m <sup>2</sup>  | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | 3.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| • <a href="#">GFA</a> 2,000 m <sup>2</sup> to 20,000 m <sup>2</sup>   | 3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| • <a href="#">GFA</a> greater than 20,000 m <sup>2</sup>  | 4.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | 5.25 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> |
| FOOTNOTES ( <a href="#">Section 8.3.2</a> ):<br><sup>1</sup> For <a href="#">shopping centres</a> , calculate the area by adding all the tenant spaces together.<br><sup>2</sup> This rule only applies to land use categories that are based on a number of <a href="#">parking spaces</a> per <a href="#">GFA</a> .<br><sup>3</sup> The minimum parking requirement may be affected by <a href="#">Figure 8.3 Parking Exception Areas</a> . |   |  |

## Chart F

Proposed - Table 8.3.2 Commercial

| Table 8.3.2 Commercial  |   |   |
|---|---|---|
| GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |   |
| <u>Land Use</u> / Type of <u>Development</u>  | Parking Requirement NOTE: <u>GFA</u> = <u>gross floor area</u>  |   |
|   | Minimum   | Maximum   |
| All <u>commercial uses</u> in the UC1 zone even if listed separately below <sup>1, 3</sup>                      | 0.9 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | 3.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| All <u>commercial uses</u> in the UC2, UC3, UC4, UC5, and VC1 zone even if listed separately below <sup>1</sup> | 1.3 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | 4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| All <u>commercial uses</u> in the <u>CD22 zone</u> even if listed separately below <sup>1</sup>                 | 1.0 <u>spaces</u> per 100 m <sup>2</sup> <u>net floor area</u>  | 4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| All <u>commercial uses</u> in the <u>CD26 zone</u> even if listed separately below <sup>1</sup>                 | 1.75 <u>parking spaces</u> per 100 m <sup>2</sup> <u>GFA</u>  | 4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                                     |
| <u>Boat Storage</u>   | 1.0 <u>space</u> per 10 <u>boat storage</u> spaces plus 2 <u>spaces</u> for employees                                   | 1.25 <u>spaces</u> per 10 <u>boat storage</u> spaces plus 2 <u>spaces</u> for employees |
| <u>Child Care Centre, Major</u>   | 1.0 <u>space</u> per 11 children of capacity or 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> (whichever is more) | n/a   |
| <u>Child Care Centre, Minor</u>   | 1.0 <u>space</u>  | n/a   |

| <b>Table 8.3.2 Commercial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres |  |  |
|---|--|--|
| <a href="#">Land Use</a> / Type of <a href="#">Development</a>                            | <b>Parking Requirement</b> NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a>  |  |
|   | Minimum  | Maximum  |
| <a href="#">Commercial Storage</a> ; or<br><a href="#">Warehousing</a>                    | 0.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a><br>(minimum 2 spaces);<br><br>Plus<br><br>2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for<br>all floor area devoted to<br>accessory activities such as any<br>indoor display, office,<br>administrative or technical<br>support, or <a href="#">retail</a> sale<br>operations. | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ;<br><br>Plus<br><br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for<br>all floor area devoted to<br>accessory activities such as<br>any indoor display, office,<br>administrative or technical<br>support, or <a href="#">retail</a> sale<br>operations. |
| <a href="#">Fleet Services</a>  | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> and<br>1.0 <a href="#">space</a> per vehicle in fleet   | n/a  |
| <a href="#">Gas Bar</a>   | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a  |
| <a href="#">Hotels / Motels</a>   | 0.8 <a href="#">spaces</a> per <a href="#">sleeping units</a><br>plus requirements of other <a href="#">uses</a><br>in the UC1 zone;<br><br>1.0 <a href="#">space</a> per <a href="#">sleeping unit</a> plus<br>requirements of other <a href="#">uses</a> in<br>all other zones   | 1.5 <a href="#">spaces</a> per <a href="#">sleeping units</a> ,<br>plus requirements of other<br><a href="#">uses</a>  |
| <a href="#">Residential Security / Operator Unit</a>                                      | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>  | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>   |



| <b>Table 8.3.2 Commercial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |  |
|--|---|--|
| <u>Land Use / Type of Development</u>  | Parking Requirement NOTE: <u>GFA = gross floor area</u>   |  |
|  | Minimum   | Maximum  |
| <u>Spectator Sports Establishments</u>   | 1 per 4 seats   | n/a  |
| <u>Temporary Shelter Services</u>  | 1.0 <u>space</u> per 10 beds  | n/a  |
| All other <u>commercial uses</u> not listed above within a: Residential zone, Commercial zone, Village Centre zone, Core Area zone, Urban Centre zone, a Health District zone, or a Comprehensive Development zone with <u>commercial uses</u> (unless the CD zone specifies a parking rate): <sup>-1,-2</sup> | <ul style="list-style-type: none"> <li>• 2.0 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 1,000 m<sup>2</sup></li> <li>• 2.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 1,000 m<sup>2</sup> &amp; 2,000 m<sup>2</sup></li> <li>• 3.0 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m<sup>2</sup> &amp; 20,000 m<sup>2</sup></li> <li>• 4.0 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m<sup>2</sup></li> </ul> | <ul style="list-style-type: none"> <li>• 2.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 1,000 m<sup>2</sup></li> <li>• 3.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 1,000 m<sup>2</sup> &amp; 2,000 m<sup>2</sup></li> <li>• 4.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m<sup>2</sup> &amp; 20,000 m<sup>2</sup></li> <li>• 5.25 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m<sup>2</sup></li> </ul> |
| FOOTNOTES (Section 8.3.2.):<br><sup>-1</sup> For <u>shopping centres</u> , calculate the area by adding all the tenant spaces together.<br><sup>-2</sup> <u>Food Primary Establishment</u> and <u>Liquor Primary Establishment</u> must have a minimum of 3 parking spaces.                                    |   |  |

| <b>Table 8.3.2 Commercial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |         |
|--|---|---------|
| <a href="#">Land Use</a> / Type of <a href="#">Development</a>   | <b>Parking Requirement</b> NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a> |         |
|  | Minimum   | Maximum |
| <sup>3</sup> All <a href="#">lots</a> in the areas identified as 3 storeys in <a href="#">Map 4.1</a> within the <a href="#">OCP</a> (UC1 Downtown) shall not be required to meet any vehicle <a href="#">parking space</a> requirements if the height of the <a href="#">buildings</a> on the <a href="#">lot</a> are 4 <a href="#">storeys</a> or less as well as 15.0 metres or less. |   |         |



**Chart G**

Original - Table 8.3.4 Industrial

| Table 8.3.4 Industrial<br>m <sup>2</sup> = square metres |  |   |
|--|--|---|
| Land Use / Type of Development                           | Parking Requirement  |   |
|  | Minimum  | Maximum   |
| <a href="#">Bulk Fuel Depot</a>                          | 2.0 <a href="#">spaces</a>   | n/a   |
| <a href="#">General Industrial Uses</a>                  | <p>1.0 <a href="#">space</a> per 100 m<sup>2</sup> <a href="#">GFA</a> (includes <a href="#">mezzanine</a> area);</p> <p>Plus</p> <p>2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a>, administrative or technical support, or <a href="#">retail</a> sale operations.</p> | <p>2.5 spaces per 100 m<sup>2</sup> <a href="#">GFA</a> (includes <a href="#">mezzanine</a> area);</p> <p>Plus</p> <p>3.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a>, administrative or technical support, or <a href="#">retail</a> sale operations.</p> |



|                                    |  |  |
|------------------------------------|--|--|
| <p><a href="#">Warehousing</a></p> | <p>0.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> (minimum 2 <a href="#">spaces</a>);</p> <p>Plus</p> <p>2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a>, administrative or technical support, or <a href="#">retail</a> sale operations.</p> | <p>1.0 <a href="#">space</a> per 100 m<sup>2</sup> <a href="#">GFA</a>;</p> <p>Plus</p> <p>3.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a>, administrative or technical support, or <a href="#">retail</a> sale operations.</p> |
|------------------------------------|--|--|

**Chart H**

Proposed - Table 8.3.4 Industrial

| <b>Table 8.3.4 Industrial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres   |   |  |
|---|---|--|
| <u>Land Use</u> / Type of <u>Development</u>  | Parking Requirement   |  |
|   | Minimum   | Maximum  |
| <p><u>Animal Clinics, Major</u> and <u>Minor</u>; or<br/> <u>Auctioneering Establishments</u>; or<br/> <u>Cultural and Recreation Services</u>; or<br/> <u>Food Primary Establishment</u>; or<br/> <u>Gas Bar</u>; or<br/> <u>Liquor Primary Establishment</u>; or<br/> <u>Participant Recreation Services</u>,<br/> <u>Indoor</u>; or<br/> <u>Recycling Drop-Offs</u>; or<br/> <u>Retail Cannabis Sales</u>;</p> | <p>2.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> uses with <u>GFA</u> less than 2,000<br/> m<sup>2</sup><br/> 3.0 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> uses with <u>GFA</u> between 2,000<br/> m<sup>2</sup> &amp; 20,000 m<sup>2</sup><br/> 4.0 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> uses with <u>GFA</u> greater than<br/> 20,000 m<sup>2</sup></p> | <p>3.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> uses with <u>GFA</u> less than 2,000<br/> m<sup>2</sup><br/> 4.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> uses with <u>GFA</u> between 2,000<br/> m<sup>2</sup> &amp; 20,000 m<sup>2</sup><br/> 5.25 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> uses with <u>GFA</u> greater than<br/> 20,000 m<sup>2</sup></p> |
| <p><u>Alcohol Production Facilities</u>; or<br/> <u>Automotive &amp; Equipment</u>; or<br/> <u>Automotive &amp; Equipment</u>,<br/> <u>Industrial</u>; or<br/> <u>Cannabis Production Facilities</u>; or<br/> <u>Emergency and Protective Services</u>;<br/> or<br/> <u>General Industrial Uses</u>; or<br/> <u>Recycling Depots</u>; or<br/> <u>Wrecking Yards</u></p>   | <p>1.0 <u>space</u> per 100 m<sup>2</sup> <u>GFA</u><br/> (includes <u>mezzanine</u> area);<br/> Plus<br/> 2.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for all<br/> floor area devoted to <u>accessory</u><br/> activities such as any indoor<br/> display, <u>office</u>, administrative or<br/> technical support, or <u>retail</u> sale<br/> operations.</p>                                    | <p>2.5 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u><br/> (includes <u>mezzanine</u> area);<br/> Plus<br/> 3.0 <u>spaces</u> per 100 m<sup>2</sup> <u>GFA</u> for<br/> all floor area devoted to<br/> <u>accessory</u> activities such as<br/> any indoor display, <u>office</u>,<br/> administrative or technical<br/> support, or <u>retail</u> sale<br/> operations.</p>                               |

|   |   |   |
|---|---|---|
| <a href="#">Boat Storage</a>  | 1.0 <a href="#">space</a> per 10 <a href="#">boat storage spaces</a> . Minimum of 2 <a href="#">spaces</a>  | 1.5 <a href="#">spaces</a> per 10 <a href="#">boat storage spaces</a>   |
| <a href="#">Bulk Fuel Depot</a>   | 2.0 <a href="#">spaces</a>  | n/a   |
| Child Care Centre, Major  | 1.0 <a href="#">space</a> per 11 children of capacity or 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (whichever is greater)   | n/a   |
| Commercial Storage; or<br><a href="#">Recycling Plants</a> ; or<br><a href="#">Utility Services, Infrastructure</a> ; or<br><a href="#">Warehousing</a> | 0.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (minimum 2 <a href="#">spaces</a> );<br><br>Plus<br><br>2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a> , administrative or technical support, or <a href="#">retail</a> sale operations. | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ;<br><br>Plus<br><br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a> , administrative or technical support, or <a href="#">retail</a> sale operations. |
| <a href="#">Fleet Services</a>  | 1.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> and 1 <a href="#">space</a> per vehicle in fleet  | n/a   |
| <a href="#">Residential Security/Operator Unit</a>  | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |



**Chart I**

Original - Table 8.3.5 Institutional

| Table 8.3.5 Institutional                         |   |         |
|---|---|---------|
| Land Use / Type of Development                    | Parking Requirement   |         |
|   | Minimum   | Maximum |
| <a href="#">Cemetery</a>                          | 0.5 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |
| <a href="#">Detention and Correction Services</a> | 1.0 <a href="#">space</a> per 2 inmates (capacity)                    | n/a     |
| <a href="#">Emergency and Protective Services</a> | 4.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | n/a     |
| <a href="#">Hospitals</a>                         | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |
| <a href="#">Education Services</a>                | 1.3 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> | n/a     |
| <a href="#">Temporary shelter services</a>        | 1.0 <a href="#">space</a> per 3 beds                                  | n/a     |

## Chart J

Proposed - Table 8.3.5 Institutional

| Table 8.3.5 Institutional<br>GFA = gross floor area<br>m <sup>2</sup> = square metres   |  |   |
|---|--|---|
| Land Use / Type of Development  | Parking Requirement  |   |
|   | Minimum  | Maximum   |
| Child Care Centre, Major  | 1.0 <a href="#">space</a> per 11 children of capacity or 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (whichever is greater)  | n/a   |
| <a href="#">Cemetery</a>  | 0.5 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | n/a   |
| <a href="#">Cultural and Recreation Services</a> ; or<br><a href="#">Exhibition and Convention Facilities</a> ;<br>or<br><a href="#">Food Primary Establishment</a> ; or<br><a href="#">Health Services</a> ; or<br><a href="#">Liquor Primary Establishment</a> ; or<br><a href="#">Recycling Drop-Offs</a> ; or<br><a href="#">Retail</a> | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 2,000 m <sup>2</sup><br><br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>4.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m <sup>2</sup> | 3.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 2,000 m <sup>2</sup><br><br>4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>5.25 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m <sup>2</sup> |
| <a href="#">Detention and Correction Services</a>   | 1.0 <a href="#">space</a> per 2 inmates (capacity)   | n/a   |
| <a href="#">Education Services</a>  | 1.3 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a   |
| <a href="#">Emergency and Protective Services</a>   | 4.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a   |
| <a href="#">Hospitals</a>   | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | n/a   |
| <a href="#">Participant Recreation Services, Indoor</a>   | 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ; or   | n/a   |

| Table 8.3.5 Institutional<br>GFA = gross floor area<br>m <sup>2</sup> = square metres |   |  |
|---|---|--|
| Land Use / Type of Development  | Parking Requirement   |  |
|   | Minimum   | Maximum  |
|   | 2.0 <a href="#">spaces</a> per alley for bowling alleys; or<br>4.0 <a href="#">spaces</a> per curling sheet for curling rinks; or<br>3.0 <a href="#">spaces</a> per court for racquet clubs; or<br>25.0 <a href="#">spaces</a> per 100 m <sup>2</sup> of pool water surface for public swimming pools<br>(whichever is greater) |  |
| <a href="#">Participant Recreation Services, Outdoor</a>                              | 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ; and<br>6.0 <a href="#">spaces</a> per hole for golf courses; and<br>1.0 <a href="#">space</a> per tee for a golf driving range  | n/a  |
| <a href="#">Religious Assemblies</a>  | 1 <a href="#">space</a> per 5 seats or 6 <a href="#">spaces</a> per 100 m <sup>2</sup> of <a href="#">GFA</a> (whichever is greater)  | n/a  |
| <a href="#">Residential Security/Operator Unit</a>                                    | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Spectator Sports Establishments   | 1 <a href="#">space</a> per 4 seats   | n/a  |
| <a href="#">Temporary Shelter Services</a>  | 1.0 <a href="#">space</a> per 10 beds   | n/a  |

## Chart K

Original Table 8.3.6

| Table 8.3.6 Community, Recreational, and Cultural<br>m <sup>2</sup> = square metres                       |  |         |
|---|--|---------|
| Land Use / Type of Development  | Parking Requirement  |         |
|   | Minimum  | Maximum |
| Bowling Alley   | 2.0 <a href="#">spaces</a> per alley   | n/a     |
| Campsite  | 1 per camping space  | n/a     |
| <a href="#">Child Care Centre, Major</a><br>(Includes preschool)  | 1.0 <a href="#">space</a> per 11 children<br>(capacity)  | n/a     |
| <a href="#">Child Care Centre, Minor</a>  | 1.0 <a href="#">space</a> plus 1.0 more space if<br>the child care centre contains<br>employees from offsite |         |
| <a href="#">Cultural and Recreation Services</a><br><a href="#">Exhibition and Convention Facilities:</a> |  |         |
| (a) <a href="#">GFA</a> less than 1,000 m <sup>2</sup>  | 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |
| (b) <a href="#">GFA</a> 1,000 m <sup>2</sup> to 2,000 m <sup>2</sup>                                      | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |
| (b) <a href="#">GFA</a> 2,000 m <sup>2</sup> to 20,000 m <sup>2</sup>                                     | 3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |
| (c) <a href="#">GFA</a> greater than 20,000 m <sup>2</sup>  | 4.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |
| Cultural Facility (e.g., Museum, Art<br>Gallery)  | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | n/a     |



| Table 8.3.6 Community, Recreational, and Cultural<br>m <sup>2</sup> = square metres   |   |         |
|---|---|---------|
| Land Use / Type of Development  | Parking Requirement   |         |
|   | Minimum   | Maximum |
| Curling Rink  | 4.0 <a href="#">spaces</a> per curling sheet  | n/a     |
| Golf Course   | 6.0 <a href="#">spaces</a> per hole; plus, the parking required for other <a href="#">secondary uses</a>                        | n/a     |
| Golf Driving Range  | 2.0 <a href="#">spaces</a> per tee  | n/a     |
| Library   | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | n/a     |
| <a href="#">Participant Recreation Services, Outdoor</a><br>(except golf courses)<br><br><a href="#">Participant Recreation Services, Indoor</a><br>(except curling rinks, swimming pools, and racquet clubs) | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> , plus<br>1.0 <a href="#">space</a> per 3 users (capacity) | n/a     |
| Racquet Clubs   | 3 <a href="#">spaces</a> per court  | n/a     |
| <a href="#">Recycling Drop-Offs</a>   | 1 per recycling container,<br>(minimum of 2 <a href="#">spaces</a> )  | n/a     |
| <a href="#">Religious Assemblies</a>  | 1 per 5 seats or 10 per 100 m <sup>2</sup><br>of <a href="#">GFA</a> (whichever is greater)                                     | n/a     |
| <a href="#">Spectator Entertainment Establishments</a>  | 1 per 4 seats   | n/a     |
| <a href="#">Spectator Sports Establishments</a>   | 1 per 4 seats   | n/a     |

| Table 8.3.6 Community, Recreational, and Cultural<br>m <sup>2</sup> = square metres |   |         |
|---|---|---------|
| Land Use / Type of Development  | Parking Requirement                               |         |
|   | Minimum   | Maximum |
| Swimming Pool (Public)  | 25.0 per 100 m <sup>2</sup> of pool water surface | n/a     |

### Chart L

Proposed table to be deleted.

Table 8.3.6 - Community, Recreational, and Cultural

## Chart L1

Original - Figure 8.3 – Parking Exceptions Area

Figure 8.3 – Parking Exceptions Area



1. Notwithstanding Table 8.3.2 Commercial Parking Requirements, the minimum parking requirement for all UC1 zoned lots in Area 1 & 2 shown in Figure 8.3 shall be 0.9 stalls per 100 metre<sup>2</sup> of Gross Floor Area (GFA). This rule only applies to land use categories that are based on a number of parking spaces per GFA.
2. All lots in Area 2 shown in Figure 8.3 shall not be required to meet any vehicle parking space requirements if the height of the buildings on the lot are:
  - 15.0 metres or less and 4 storeys or less.

## Chart M

Original - Table 8.4 – Minimum Loading Required

| Table 8.4 – Minimum Loading Required<br>m <sup>2</sup> = square metres  |  |
|---|--|
| Type of <a href="#">Development (Use)</a>   | Required <a href="#">Loading Spaces</a>  |
| <a href="#">Child Care Centre, Major</a>  | For 1 – 25 children      0 <a href="#">loading spaces</a>  |
|   | For 26 or more children      1 <a href="#">loading spaces</a>  |
| <a href="#">Commercial Uses</a> and<br>Industrial Uses  | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>   |
| <a href="#">Cultural and Recreation Services</a> and Institutional<br>Uses (except <a href="#">Education Services</a> listed below) | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>   |
| <a href="#">Food Primary Establishment</a>  | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>   |
| <a href="#">Hotels/Motels</a>   | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>   |
| <a href="#">Liquor Primary Establishment</a>  | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>   |
| <a href="#">Education Services</a>  | 1.5 car <a href="#">loading spaces</a> per 100 students, minimum<br>5; plus 3 bus <a href="#">loading spaces</a> |



## Chart N

Proposed - Table 8.4 – Minimum Loading Required

| Table 8.4 – Minimum Loading Required<br>GFA = gross floor area<br>m <sup>2</sup> = square metres |  |
|--|--|
| Type of <a href="#">Development (Use)</a>  | Required <a href="#">Loading Spaces</a>  |
| <a href="#">Child Care Centre, Major</a>   | For 1 – 25 children      0 <a href="#">loading spaces</a><br>For 26 or more children    1 <a href="#">loading spaces</a> |
| <a href="#">Commercial Uses</a>  | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>   |
| <a href="#">Hotels/Motels</a>  | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>   |
| Industrial Uses  | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>   |
| Institutional Uses   | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>   |

## Chart O

Original Table 8.5 – Minimum Bicycle Parking Required

| Table 8.5 – Minimum Bicycle Parking Required  |   |  |   |
|---|---|--|---|
| m <sup>2</sup> = square metres  |   |  |   |
| Type of Development   | Bicycle Parking Spaces <sup>.4</sup>  |  |   |
|   | Required Long-term  | Bonus Long-term  | Required Short-term                                       |
| Apartment Housing<br>(Includes Supportive Housing & Student Residences)   | 0.75 per bachelor, 1-bedroom, or 2-bedroom dwelling units<br>1.0 per 3-bedroom or more dwelling units | 1.25 per bachelor or 1-bedroom dwelling unit<br>1.5 per 2-bedroom dwelling units<br>2.0 per 3-bedroom or more dwelling units | 6.0 per entrance  |
| Congregate Housing  | 1.0 per 20 dwelling units plus 1.0 per 10 employees   | n/a  | 6.0 per entrance  |
| Townhouses  | No requirement <sup>.5</sup>  | n/a <sup>.1</sup>  | 4.0 or 1 per 5 units (whichever is greater) <sup>.2</sup> |
| Commercial Uses, Health Services, Education Services, Cultural and Recreation Services, & Child Care Centre, Major: |   |  |   |
| • GFA less than 1,000 m <sup>2</sup>  | 0.2 per 100 m <sup>2</sup> of GFA   | 0.4 per 100 m <sup>2</sup> of GFA  | 2.0 per entrance  |
| • GFA 1,000 m <sup>2</sup> to 2,000 m <sup>2</sup>  | 0.2 per 100 m <sup>2</sup> of GFA   | 0.4 per 100 m <sup>2</sup> of GFA  | 2.0 per entrance  |

**Table 8.5 – Minimum Bicycle Parking Required**

m<sup>2</sup> = square metres

|  |  |                                   |                  |
|--|--|-----------------------------------|------------------|
| • GFA 2,000 m <sup>2</sup> to 20,000 m <sup>2</sup>        | 0.2 per 100 m <sup>2</sup> of GFA                | 0.4 per 100 m <sup>2</sup> of GFA | 4.0 per entrance |
| • GFA greater than 20,000 m <sup>2</sup>                   | 0.4 per 100 m <sup>2</sup> of GFA                | 0.8 per 100 m <sup>2</sup> of GFA | 6.0 per entrance |
| Institutional Zones, except Education Services (See above) | n/a  | n/a                               | 6.0 per entrance |
| Hotels / Motels  | 1.0 per 20 sleeping units                        | n/a                               | 6.0 per entrance |
| Industrial Uses  | 0.05 per 100 m <sup>2</sup> of GFA <sup>.3</sup> | 0.1 per 100 m <sup>2</sup> of GFA | No requirement   |

FOOTNOTES (Section 8.5):

- <sup>1</sup> Townhouses without an attached private garage with direct entry from the garage to the dwelling unit can utilize the bonus bicycle parking provisions within apartment housing.
- <sup>2</sup> Regulation only applies to lots with five (5) or more dwelling units.
- <sup>3</sup> Industrial uses (for the purpose of bicycle parking calculations): means any principal or secondary use that is exclusively within an industrial zone. For example, if a principal or secondary use is within a commercial and an industrial zone then that use shall be calculated with the commercial bicycle parking rate (e.g. a food primary or liquor primary establishment located in an industrial area would use the commercial bicycle parking rate).
- <sup>4</sup> All area numbers are based on gross floor area (GFA).
- <sup>5</sup> The bike parking exclusion for townhouses only applies to dwelling units which each have a private garage, otherwise, the apartment housing category must be used to calculate the long term-bicycle parking requirement.

**Chart P**

Proposed Table 8.5 – Minimum Bicycle Parking Spaces Required

| Table 8.5 – Minimum Bicycle Parking Spaces Required      |  |  |                              |
|--|--|--|------------------------------|
| GFA = gross floor area<br>m <sup>2</sup> = square metres |  |  |                              |
| Type of Development                                      | Bicycle Parking Spaces   |  |                              |
|  | Required Long-term   | Bonus Long-term  | Required Short-term          |
| Apartment Housing  | <ul style="list-style-type: none"> <li>• 0.75 bike spaces per <a href="#">bachelor unit</a></li> <li>• 0.75 bike spaces per one <a href="#">bedroom unit</a></li> <li>• 0.75 bike spaces per two <a href="#">bedroom unit</a></li> <li>• 1.0 bike space per three <a href="#">bedroom</a> or more <a href="#">unit</a></li> <li>• 0.75 bike spaces per <a href="#">supportive housing unit</a></li> <li>• 1.0 bike space per student residence <a href="#">unit</a></li> </ul> | <ul style="list-style-type: none"> <li>• 1.25 bike spaces per <a href="#">bachelor unit</a></li> <li>• 1.25 bike spaces per one <a href="#">bedroom unit</a></li> <li>• 1.5 bike spaces per two <a href="#">bedroom unit</a></li> <li>• 2.0 bike spaces per three <a href="#">bedroom</a> or more <a href="#">unit</a></li> <li>• 1.5 bike spaces per <a href="#">supportive housing unit</a></li> <li>• n/a for student residence <a href="#">unit</a></li> </ul> | 6.0 bike spaces per entrance |
| Congregate Housing                                       | 1.0 bike space per 20 <a href="#">dwelling units</a> plus 1.0 bike space per 10 employees  | n/a  | 6.0 bike spaces per entrance |



**Table 8.5 – Minimum Bicycle Parking Spaces Required**

GFA = gross floor area  
m<sup>2</sup> = square metres

|  |  |  |   |
|--|--|--|---|
| <p>Townhouses &amp;<br/>Stacked Townhouses</p>   | <p>No requirement <sup>.4</sup></p>  | <p>n/a <sup>.1</sup></p>   | <p>4.0 bike spaces or 1.0 bike spaces per 5 <u>dwelling units</u> (whichever is greater) <sup>.2</sup></p>  |
| <p>Hotels / Motels</p>   | <p>1.0 bike space per 20 <u>sleeping units</u></p>   | <p>n/a</p>   | <p>6.0 bike spaces per entrance</p>   |
| <p>Institutional Zones &amp;<br/><u>Child Care Centre, Major &amp;</u><br/>All Commercial Uses in any: Multi-Family Zone, Commercial Zone, Health District Zone, Core Area Zone, Village Centre Zone, Urban Centre Zone, or any Comprehensive Development Zone with Commercial Uses.</p> | <p>For <u>GFA</u> less than or equal to 20,000 m<sup>2</sup> then 0.2 bike spaces per 100 m<sup>2</sup> of <u>GFA</u><br/><br/>For <u>GFA</u> greater than 20,000 m<sup>2</sup> then 0.4 bike spaces per 100 m<sup>2</sup> of <u>GFA</u></p> | <p>For <u>GFA</u> less than or equal to 20,000 m<sup>2</sup> then 0.4 bike spaces per 100 m<sup>2</sup> of <u>GFA</u><br/><br/>For <u>GFA</u> greater than 20,000 m<sup>2</sup> then 0.8 bike spaces per 100 m<sup>2</sup> of <u>GFA</u></p> | <p>For <u>GFA</u> less than 2,000 m<sup>2</sup> then 2.0 bike spaces per entrance<br/><br/>For <u>GFA</u> 2,000 m<sup>2</sup> to 20,000 m<sup>2</sup> then 4.0 bike spaces per entrance<br/><br/>For <u>GFA</u> greater than 20,000 m<sup>2</sup> then 6.0 bike</p> |

**Table 8.5 – Minimum Bicycle Parking Spaces Required**

GFA = gross floor area  
m<sup>2</sup> = square metres

|                  |  |   | spaces per entrance          |
|------------------|--|---|------------------------------|
| Industrial Zones | 0.05 bike spaces per 100 m <sup>2</sup> of GFA <sup>.3</sup> | 0.1 bike spaces per 100 m <sup>2</sup> of GFA <sup>.3</sup> | No requirement <sup>.3</sup> |

FOOTNOTES (Table 8.5):

- <sup>.1</sup> Townhouses & Stacked Townhouses without an attached private garage with direct entry from the garage to the dwelling unit can utilize the bonus bicycle parking provisions within apartment housing.
- <sup>.2</sup> Regulation only applies to lots with five (5) or more dwelling units.
- <sup>.3</sup> Any industrial zoned lot fronting onto Richter Street, Clement Avenue, Baillie Avenue, or Vaughan Avenue that has floor area used for a food primary establishment, a liquor primary establishment, and / or any floor area used for tasting, serving, or consumption of alcohol shall follow the commercial bicycle parking rate for that floor area.
- <sup>.4</sup> The bike parking exclusion for townhouses only applies to dwelling units which each have a private garage, otherwise, the apartment housing category must be used to calculate the long term-bicycle parking requirement.

## Chart Q

Original - Site Specific Regulations

|    | Legal Description   | Civic Address   | Regulation  |
|----|---|---|---|
| 1. | <p>Lot 20 Section 34<br/>Township 23<br/>ODYD Plan 500<br/>Except Plan<br/>KAP45154</p> <p>Lot 19 Section 34<br/>Township 23<br/>ODYD Plan 500<br/>Except Plan<br/>KAP45154</p> | <p>4085<br/>Shanks<br/>Road</p> <p>4133<br/>Shanks<br/>Road</p> | <p>For the purposes of <a href="#">temporary farm worker housing</a>, these parcels shall be considered one <a href="#">farm unit</a>, and the following regulations shall apply to this <a href="#">farm unit</a> only.</p> <p>Notwithstanding the other <a href="#">section 9.7 regulations</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size, the <a href="#">TFWH footprint</a> may not exceed 0.70 ha for <a href="#">structures</a> to accommodate a maximum of 140 <a href="#">temporary farm workers</a>.</li> <li>• Temporary farmworker allocation, <a href="#">structures</a> to accommodate a maximum of 140 <a href="#">temporary farm workers</a> shall be permitted on this <a href="#">farm unit</a> in this city sector as identified on <a href="#">Map 9.7</a>.</li> </ul> |
| 2. | <p>Lot A, Section 12,<br/>Township 26,<br/>ODYD, Plan<br/>EPP71625</p>  | <p>2975<br/>Gallagher<br/>Road</p>                              | <p>The following regulations shall apply to this <a href="#">farm unit</a> only.</p> <p>Notwithstanding the other <a href="#">section 9.7 regulations</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size, the <a href="#">TFWH footprint</a> may not exceed 0.95 ha for <a href="#">structures</a> to accommodate a maximum of 130 <a href="#">temporary farm workers</a>.</li> </ul>  |

## Chart R

Proposed - Table 9.7.4 – Site Specific Regulations

| Table 9.7.4 – Site Specific Regulations<br>ha = hectares |  |  |   |
|--|--|--|---|
|  | Legal Description  | Civic Address  | Regulation  |
| 1.   | Lot 20 Section 34<br>Township 23<br>ODYD Plan 500<br>Except Plan<br>KAP45154<br><br>Lot 19 Section 34<br>Township 23<br>ODYD Plan 500<br>Except Plan<br>KAP45154 | 4085<br>Shanks<br>Road<br><br>4133<br>Shanks<br>Road | For the purposes of <a href="#">temporary farm worker housing</a> , these parcels shall be considered one <a href="#">farm unit</a> , and the following regulations shall apply to this <a href="#">farm unit</a> only.<br><br>Notwithstanding the other <a href="#">section 9.7 regulations</a> : <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size; the <a href="#">TFWH footprint</a> may not exceed 0.70 ha for <a href="#">structures</a> to accommodate a maximum of 140 <a href="#">temporary farm workers</a>.</li> <li>• Temporary farm worker allocation; <a href="#">structures</a> to accommodate a maximum of 140 temporary farm workers shall be permitted on this farm unit in the '#2 Highway 97 city sector' as identified on <a href="#">Map 9.7</a>.</li> </ul> |
| 2.   | Lot A, Section 12,<br>Township 26,<br>ODYD, Plan<br>EPP71625   | 2975<br>Gallagher<br>Road                            | The following regulations shall apply to this <a href="#">farm unit</a> only.<br><br>Notwithstanding the other <a href="#">section 9.7 regulations</a> : <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size; the <a href="#">TFWH footprint</a> may not exceed 0.95 ha for <a href="#">structures</a> to accommodate a maximum of 130 <a href="#">temporary farm workers</a>.</li> </ul>  |



## Chart S

### Original Site Specific Regulations

|    | Legal Description                              | Civic Address            | Regulation  |
|----|--|--------------------------|---|
| 1. | Lot B, District lot<br>139, ODYD, Plan<br>5934 | 1636-1652<br>Pandosy St. | To allow for a <a href="#">retail cannabis sales</a> establishment within 500 metres of the approved <a href="#">retail cannabis sales</a> establishment located at 547-559 Bernard Avenue. |

## Chart T

Proposed - Table 9.9.9 – Site Specific Regulations

| Table 9.9.9 – Site Specific Regulations |  |                          |   |
|---|--|--------------------------|---|
|   | Legal Description                        | Civic Address            | Regulation  |
| 1.                                      | Lot B, District Lot 139, ODYD, Plan 5934 | 1636-1652 Pandosy St.    | To allow for a <a href="#">retail cannabis sales</a> establishment within 500 metres of the approved <a href="#">retail cannabis sales</a> establishment located at 547-559 Bernard Avenue.   |
| 2.                                      | All Land Shown on Strata Plan K12        | 520 – 526 Bernard Avenue | To allow for a retail cannabis sales establishment within 500 metres of other approved retail cannabis sales establishments located at 547-549 Bernard Avenue and 1636-1652 Pandosy Street and within 150 metres of Kasugai Gardens.                                |
| 3.                                      | Lot 2, District Lot 139, ODYD, Plan 4153 | 266 Bernard Avenue       | To allow for a retail cannabis sales establishment within 500 metres of other approved retail cannabis sales establishments located at 547-549 Bernard Avenue and 1636-1652 Pandosy Street and within 150 metres of City Park and within 150 metres of Stuart Park. |

## Chart U

Original - Table 9.11 – Tall Building Regulations

| <b>Table 9.11 – Tall Building Regulations</b><br>m = metres / m <sup>2</sup> = square metres            |   |
|---|---|
| Criteria  | Regulation ( <a href="#">GFA</a> = <a href="#">Gross Floor Area</a> )   |
| Minimum amount of transparent glazing on first floor <a href="#">frontage</a> façade                    | 75% for commercial <a href="#">frontage</a><br>n/a for residential <a href="#">frontage</a>   |
| Minimum depth of any commercial unit fronting a street  | 6 m   |
| Minimum setback for each <a href="#">corner lot</a> applied only to the first <a href="#">storey</a>    | There shall be a triangular setback 4.5 m long abutting along the <a href="#">lot lines</a> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted.<br><a href="#">See Visual Example.</a> |
| Podium height (maximum)   | 16 m and 4 <a href="#">storeys</a>  |
| Podium rooftop  | The rooftop of the podium shall not be used for parking and there shall be no <a href="#">parking spaces</a> within the parkade that do not have an overhead roof for weather protection.   |
| Minimum <a href="#">Building</a> separation measured from exterior face of the <a href="#">building</a> | 30 m  |

**Table 9.11 – Tall Building Regulations**

m = metres / m<sup>2</sup> = square metres

| Criteria  | Regulation ( <u>GFA</u> = <u>Gross Floor Area</u> )  |
|---|--|
| For <u>structures</u> taller than 40.0 m or 13 <u>storeys</u> (whichever is lesser) in height, the floor plate <sup>.1</sup> above 16.0 m or 4 <u>storeys</u> (whichever is lesser) cannot exceed:                                  | a) 750 m <sup>2</sup> <u>GFA</u> for residential use<br>b) 850 m <sup>2</sup> <u>GFA</u> for <u>hotel</u> use<br>c) 930 m <sup>2</sup> <u>GFA</u> for <u>office</u> and/or <u>commercial uses</u>  |
| Tower <u>stepback</u> above podium, including balconies, on the front building facade and flanking <u>building</u> facade (minimum)   | 3 m  |
| Barrier free accessibility  | Every <u>building</u> shall have front entrance at <u>finished grade</u> on the front and/or flanking street. The main residential entrance and exit shall and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk. |
| FOOTNOTES ( <u>Section 9.11.</u> ):<br><br><sup>.1</sup> The floorplate is the <u>gross floor area</u> per floor of interior space and excludes all exterior spaces such as <u>decks</u> , <u>patios</u> , <u>balconies</u> , etc.) |  |



## Chart V

Proposed - Table 9.11 – Tall Building Regulations

| Table 9.11 – Tall Building Regulations<br>m = metres / m <sup>2</sup> = square metres   |  |
|---|--|
| Criteria  | Regulation ( <a href="#">GFA</a> = <a href="#">Gross Floor Area</a> )  |
| Minimum amount of transparent glazing on first floor <a href="#">frontage</a> façade  | 75% for commercial <a href="#">frontage</a><br>n/a for residential <a href="#">frontage</a>  |
| Minimum depth of any commercial unit fronting a street  | 6 m  |
| Minimum setback for each <a href="#">corner lot</a> applied only to the first <a href="#">storey</a>  | There shall be a triangular setback 4.5 m long abutting along the <a href="#">lot lines</a> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. <a href="#">See visual example figure 9.11.1.</a> |
| Podium height (maximum)   | 16 m   |
| Podium rooftop  | The rooftop of the podium shall not be used for parking and there shall be no <a href="#">parking spaces</a> within the parkade that do not have an overhead roof for weather protection.  |
| Minimum <a href="#">building</a> separation measured from exterior face of the <a href="#">building</a>   | 30 m   |
| For <a href="#">structures</a> taller than 40.0 m or 13 <a href="#">storeys</a> (whichever is lesser) in height, the floor plate <sup>1</sup> above 16.0 m cannot exceed: | a) 750 m <sup>2</sup> <a href="#">GFA</a> for residential use<br>b) 850 m <sup>2</sup> <a href="#">GFA</a> for <a href="#">hotel</a> use   |

| <b>Table 9.11 – Tall Building Regulations</b><br>m = metres / m <sup>2</sup> = square metres   |  |
|--|--|
| Criteria   | Regulation ( <a href="#">GFA</a> = <a href="#">Gross Floor Area</a> )  |
|  | c) 930 m <sup>2</sup> <a href="#">GFA</a> for <a href="#">office</a> and/or <a href="#">commercial uses</a>  |
| Tower <a href="#">stepback</a> above podium, including balconies, on the front building facade and flanking <a href="#">building</a> façade (minimum)  | 3 m  |
| Barrier free accessibility   | Every <a href="#">building</a> shall have front entrance at <a href="#">finished grade</a> on the front and/or flanking street. The main residential entrance and exit and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk. |
| FOOTNOTES ( <a href="#">Table 9.11</a> ):<br><sup>1</sup> The floorplate is the <a href="#">gross floor area</a> per floor of interior space and excludes all exterior spaces such as <a href="#">decks</a> , <a href="#">patios</a> , <a href="#">balconies</a> , etc.) |  |

## Chart W

Original - Section 10.6 - Development Regulations

| Section 10.6 - Development Regulations<br>m = metres / m <sup>2</sup> = square metres  |   |   |     |
|--|---|---|-----|
| Criteria   | Zones   |   |     |
|  | A2  | RR1   | RR2 |
| ↓ Regulations that apply to all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Uses</a> ↓  |   |   |     |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a>  | 20% <del>.4</del> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup>   | 20% <del>.4</del> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 30% |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Impermeable Surfaces</a>  | 35% <del>.4</del>   | 40% <del>.4</del> except 50% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 60% |
| <a href="#">Max. Height</a> for <a href="#">Agricultural Structures</a>  | 16.0 m  | 16.0 m  | n/a |
| <a href="#">Min. Setbacks</a> & <a href="#">Max. Gross Floor Area</a> for any <a href="#">Agriculture Facility</a> , <a href="#">Building</a> , or <a href="#">Structure</a>                     | All Setbacks for any agriculture facility, <a href="#">building</a> , or <a href="#">structure</a> shall follow the minimum setbacks and maximum <a href="#">gross floor area</a> listed in <a href="#">Section 10.5</a> (except from the ALR interface). <a href="#">Animal clinics</a> shall follow the minimum setbacks (except from the ALR interface) and maximum <a href="#">height</a> as stated for <a href="#">kennels</a> listed in in <a href="#">Section 10.5</a> . |   |     |
| ↓ Regulations that apply to all <a href="#">Principal Dwellings</a> , Non-Agricultural <a href="#">Principal Use Buildings</a> , and Non-Agricultural <a href="#">Principal Use Structures</a> ↓ |   |   |     |

| <b>Section 10.6 - Development Regulations</b>  |                         |  |  |  |
|--|-------------------------|--|--|--|
| m = metres / m <sup>2</sup> = square metres  |                         |  |  |  |
| Criteria   |                         | Zones                                      |  |  |
|  |                         | A2   | RR1  | RR2  |
| <b>Max. Height</b>   |                         | 10.0 m                                     | 10.0 m                                     | 10.0                                       |
| <b>Max. Height</b> for Buildings with Walkout Basements <sup>.4</sup>  | Front or Flanking Yard  | 8.6 m                                      | 8.6 m                                      | 8.6 m                                      |
|  | Rear Building Elevation | 12.5 m <sup>.3</sup>                       | 12.5 m <sup>.3</sup>                       | 12.5 m <sup>.3</sup>                       |
| <b>Max. Gross Floor Area</b> of a Third (3 <sup>rd</sup> ) Storey relative to the Second (2 <sup>nd</sup> ) Storey (this does not apply to Dwellings with Walkout Basements) |                         | 70%<br><a href="#">See Example Diagram</a> | 70%<br><a href="#">See Example Diagram</a> | 70%<br><a href="#">See Example Diagram</a> |
| <b>Min. Front Yard</b> Setback   |                         | 6.0 m                                      | 6.0 m                                      | 6.0 m                                      |
| <b>Min. Front Yard</b> or <b>Flanking Yard</b> Setback for any Attached Garage or Carport  |                         | 6.0 m <sup>.5</sup>                        | 6.0 m <sup>.5</sup>                        | 6.0 m <sup>.5</sup>                        |
| <b>Min. Flanking Yard</b> Setback  |                         | 4.5 m                                      | 4.5 m                                      | 4.5 m                                      |



| Section 10.6 - Development Regulations   |                     |                     |   |
|--|---------------------|---------------------|---|
| m = metres / m <sup>2</sup> = square metres  |                     |                     |   |
| Criteria   | Zones               |                     |   |
|  | A2                  | RR1                 | RR2   |
| <a href="#">Min. Side Yard</a> Setback   | 3.0 m               | 3.0 m               | 2.1 m <sup>.1</sup>                                       |
| <a href="#">Min. Rear Yard</a> setback   | 10.0 m              | 9.0 m               | 7.5 m or 4.5 m on <a href="#">wide lots</a> <sup>.1</sup> |
| ↓ Regulations that apply to <a href="#">Carriage Houses</a> , <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> , and <a href="#">Secondary Suites</a> ↓ |                     |                     |   |
| <a href="#">Max. Height</a> for <a href="#">Carriage Houses</a>  | 5.4 m               | 5.4 m               | 5.4 m   |
| <a href="#">Max. Height</a> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a>  | 4.8 m               | 4.8 m               | 4.8 m   |
| <a href="#">Min. Front Yard</a> Setback  | 12.0 m              | 12.0 m              | 12.0 m  |
| <a href="#">Min. Front Yard</a> Setback for <a href="#">Double Fronting Lots</a>   | 6.0 m <sup>.5</sup> | 6.0 m <sup>.5</sup> | 6.0 m <sup>.5</sup>                                       |
| <a href="#">Min. Flanking Yard</a> Setback   | 6.0 m               | 6.0 m               | 6.0 m   |
| <a href="#">Min. Side Yard</a> Setback   | 1.5 m               | 1.5 m               | 1.5 m   |
| <a href="#">Min. Rear Yard</a> setback   | 3.0 m               | 3.0 m               | 1.5 m <sup>.2</sup>                                       |
| <a href="#">Max. Net Floor Area</a> for Single (1) <a href="#">Storey Carriage Houses</a>  | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  |

| Section 10.6 - Development Regulations   |   |   |   |
|--|---|---|---|
| m = metres / m <sup>2</sup> = square metres  |   |   |   |
| Criteria   | Zones   |   |   |
|  | A2  | RR1   | RR2   |
| <b>Max. Net Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>                        | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |
| <b>Max. Building Footprint</b> for Single (1) <a href="#">Storey Carriage Houses</a>                 | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  |
| <b>Max. Building Footprint</b> for Two (2) <a href="#">Storey Carriage Houses</a>                    | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |
| <b>Max. Upper Storey Gross Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>         | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See Example Diagram</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See Example Diagram</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See Example Diagram</a> |
| <b>Max. Net Floor Area</b> for <a href="#">Secondary Suites</a>                                      | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |
| <b>Max. Building Footprint</b> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> | n/a   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |

| Section 10.6 - Development Regulations  |       |     |     |
|---|-------|-----|-----|
| m = metres / m <sup>2</sup> = square metres   |       |     |     |
| Criteria  | Zones |     |     |
|   | A2    | RR1 | RR2 |
| <p>FOOTNOTES (Section 10.6.):</p> <p><sup>1</sup> Where the <a href="#">lot width</a> exceeds the <a href="#">lot depth</a>, the minimum <a href="#">rear yard</a> is 4.5 m provided that one <a href="#">side yard</a> shall have a minimum width of 4.5 m.</p> <p><sup>2</sup> When the <a href="#">rear yard</a> is abutting a <a href="#">lane</a>, the minimum <a href="#">rear yard</a> setback is 0.9 m.</p> <p><sup>3</sup> The <a href="#">height</a> for the lowest floor or <a href="#">walkout basements</a> at the rear elevation cannot exceed 3.6 m measured from <a href="#">finished grade</a> to the top of the finished floor above the slab.</p> <p><sup>4</sup> For <a href="#">greenhouses and plant nurseries</a> designed with a closed wastewater and storm water management systems then the <a href="#">site coverage</a> may be increased to 75%.</p> <p><sup>5</sup> Setback shall be measured from edge of sidewalk closest to <a href="#">lot line</a>. In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the <a href="#">lot line</a> is 3.0 m.</p> |       |     |     |

## Chart X

Proposed - Section 10.6 - Development Regulations

| Section 10.6 - Development Regulations<br>m = metres / m <sup>2</sup> = square metres  |  |   |     |
|--|--|---|-----|
| Criteria   | Zones  |   |     |
|  | A2   | RR1   | RR2 |
| ↓ Regulations that apply to all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Uses</a> ↓  |  |   |     |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a>  | 20% <del>.4</del> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup>  | 20% <del>.4</del> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 30% |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Impermeable Surfaces</a>  | 35% <del>.4</del>  | 40% <del>.4</del> except 50% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 60% |
| <a href="#">Max. Height</a> for <a href="#">Agricultural Structures</a>  | 16.0 m   | 16.0 m  | n/a |
| <a href="#">Min. Setbacks</a> & <a href="#">Max. Gross Floor Area</a> for any <a href="#">Agriculture Facility</a> , <a href="#">Building</a> , or <a href="#">Structure</a>                     | All Setbacks for any agriculture facility, <a href="#">building</a> , or <a href="#">structure</a> shall follow the minimum setbacks and maximum <a href="#">gross floor area</a> listed in <a href="#">Section 10.5</a> (except from the ALR interface). <a href="#">Animal clinics</a> shall follow the minimum setbacks (except from the ALR interface) and maximum <a href="#">height</a> as stated for <a href="#">kennels</a> listed in <a href="#">Section 10.5</a> . |   |     |
| ↓ Regulations that apply to all <a href="#">Principal Dwellings</a> , Non-Agricultural <a href="#">Principal Use Buildings</a> , and Non-Agricultural <a href="#">Principal Use Structures</a> ↓ |  |   |     |



| Section 10.6 - Development Regulations   |                         |  |  |  |
|--|-------------------------|--|--|--|
| m = metres / m <sup>2</sup> = square metres  |                         |  |  |  |
| Criteria   |                         | Zones  |  |  |
|  |                         | A2   | RR1  | RR2  |
| <b>Max. Height</b>   |                         | 10.0 m   | 10.0 m   | 10.0 m   |
| <b>Max. Height</b> for Buildings with Walkout Basements <sup>.4</sup>  | Front or Flanking Yard  | 8.6 m  | 8.6 m  | 8.6 m  |
|  | Rear Building Elevation | 12.5 m <sup>.3</sup>                                   | 12.5 m <sup>.3</sup>                                   | 12.5 m <sup>.3</sup>                                   |
| <b>Max. Gross Floor Area</b> of a Third (3 <sup>rd</sup> ) Storey relative to the Second (2 <sup>nd</sup> ) Storey (this does not apply to Dwellings with Walkout Basements) |                         | 70%<br><a href="#">see example diagram Figure 5.11</a> | 70%<br><a href="#">see example diagram Figure 5.11</a> | 70%<br><a href="#">see example diagram Figure 5.11</a> |
| <b>Min. Front Yard</b> Setback   |                         | 6.0 m  | 6.0 m  | 6.0 m  |
| <b>Min. Front Yard</b> or <b>Flanking Yard</b> Setback for any Attached Garage or Carport  |                         | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                    |
| <b>Min. Flanking Yard</b> Setback  |                         | 4.5 m  | 4.5 m  | 4.5 m  |

| <b>Section 10.6 - Development Regulations</b>   |                     |                     |   |
|---|---------------------|---------------------|---|
| m = metres / m <sup>2</sup> = square metres   |                     |                     |   |
| Criteria  | Zones               |                     |   |
|   | A2                  | RR1                 | RR2   |
| <a href="#">Min. Side Yard</a> Setback  | 3.0 m               | 3.0 m               | 2.1 m <sup>.1</sup>                                       |
| <a href="#">Min. Rear Yard</a> setback  | 10.0 m              | 9.0 m               | 7.5 m or 4.5 m on <a href="#">wide lots</a> <sup>.1</sup> |
| <p>↓ Regulations that apply to <a href="#">Carriage Houses</a>, <a href="#">Accessory Buildings</a> or <a href="#">Structures</a>, and <a href="#">Secondary Suites</a> ↓</p> |                     |                     |   |
| <a href="#">Max. Height</a> for <a href="#">Carriage Houses</a>   | 5.4 m               | 5.4 m               | 5.4 m   |
| <a href="#">Max. Height</a> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a>   | 4.8 m               | 4.8 m               | 4.8 m   |
| <a href="#">Min. Front Yard</a> Setback   | 12.0 m              | 12.0 m              | 12.0 m  |
| <a href="#">Min. Front Yard</a> Setback for <a href="#">Double Fronting Lots</a>  | 6.0 m <sup>.5</sup> | 6.0 m <sup>.5</sup> | 6.0 m <sup>.5</sup>                                       |
| <a href="#">Min. Flanking Yard</a> Setback  | 6.0 m               | 6.0 m               | 6.0 m   |
| <a href="#">Min. Side Yard</a> Setback  | 1.5 m               | 1.5 m               | 1.5 m   |
| <a href="#">Min. Rear Yard</a> setback  | 3.0 m               | 3.0 m               | 1.5 m <sup>.2</sup>                                       |
| <a href="#">Max. Net Floor Area</a> for Single (1) <a href="#">Storey Carriage Houses</a>   | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  |

| <b>Section 10.6 - Development Regulations</b>  |  |  |  |
|--|--|--|--|
| m = metres / m <sup>2</sup> = square metres  |  |  |  |
| Criteria   | Zones  |  |  |
|  | A2   | RR1  | RR2  |
| <b>Max. Net Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>                        | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |
| <b>Max. Upper Storey Gross Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>         | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">see example diagram Figure 5.9</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">see example diagram Figure 5.9</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">see example diagram Figure 5.9</a> |
| <b>Max. Net Floor Area</b> for <a href="#">Secondary Suites</a>                                      | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |
| <b>Max. Building Footprint</b> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> | n/a  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |

| Section 10.6 - Development Regulations  |       |     |     |
|---|-------|-----|-----|
| m = metres / m <sup>2</sup> = square metres   |       |     |     |
| Criteria  | Zones |     |     |
|   | A2    | RR1 | RR2 |
| <p>FOOTNOTES (Section 10.6):</p> <p><sup>1</sup> Where the <a href="#">lot width</a> exceeds the <a href="#">lot depth</a>, the minimum <a href="#">rear yard</a> is 4.5 m provided that one <a href="#">side yard</a> shall have a minimum width of 4.5 m.</p> <p><sup>2</sup> When the <a href="#">rear yard</a> is abutting a <a href="#">lane</a>, the minimum <a href="#">rear yard</a> setback is 0.9 m.</p> <p><sup>3</sup> The <a href="#">height</a> for the lowest floor or <a href="#">walkout basements</a> at the rear elevation cannot exceed 3.6 m measured from <a href="#">finished grade</a> to the top of the finished floor above the slab.</p> <p><sup>4</sup> For <a href="#">greenhouses and plant nurseries</a> designed with closed wastewater and storm water management system then the <a href="#">site coverage</a> may be increased to 75%.</p> <p><sup>5</sup> Setback shall be measured from the edge of sidewalk closest to <a href="#">lot line</a>. In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the <a href="#">lot line</a> is 3.0 m.</p> |       |     |     |



## Chart Y

Original - Section 12.3 – Subdivision Regulations

| Section 12.3 – Subdivision Regulations      |                       |
|---|-----------------------|
| m = metres / m <sup>2</sup> = square metres |                       |
|   | Zones                 |
|   | MH1                   |
| <u>Min.</u> Site Width                      | n/a                   |
| <u>Min.</u> Site Depth                      | n/a                   |
| <u>Min.</u> Site Area                       | 20,000 m <sup>2</sup> |

## Chart Z

Proposed - Section 12.3 – Subdivision Regulations

| Section 12.3 – Subdivision Regulations |                       |
|--|-----------------------|
| m <sup>2</sup> = square metres         |                       |
| Criteria                               | Zones                 |
|  | MH1                   |
| <u>Min.</u> Site Area                  | 20,000 m <sup>2</sup> |

**ITY OF KELOWNA**  
**BYLAW NO. 12497**  
**TA22-0014 – Amendment to Multiple Sections**  
**of Zoning Bylaw No. 12375**

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A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "B" BEDROOM** be amended as follows:

Deleting the following after "is for sleeping.":

"It may include, but is not limited to, dens, lofts, studies, and libraries.";

And replace with:

"Regardless of the room's name (including but not limited to) dens, flex rooms, lofts, studies, libraries, etc. if the room's layout could be utilized primarily for sleeping then the room shall be considered a bedroom.";

2. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "E" EDUCATION SERVICES** be amended by adding the following:

"Residential dwelling units are permitted within Education Services if the dwelling units are administered by the Education Service.";

3. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "F" FLOOR AREA, NET** be amended by deleting "attached" before "garages, carports, breezeways.";

4. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "L" LANDSCAPE AREA** be amended as follows:

Deleting the following:

"means the area located within the required front yard setback areas, rear yard setback areas, and industrial side yard setback areas setback area up to a maximum of 3.0 metres.";

And replace with:

"means the area up to a maximum of 3.0 metres located into a required: front yard setback area, flanking side yard setback area, rear yard setback areas, or industrial side yard setback area.";

5. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, “M” MOBILE HOME** be amended by deleting “steel frame that is design” after “resistant” and replace with “frame that is designed”;

6. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, “R” RESIDENTIAL SECURITY/OPERATOR UNIT** be amended as follows:

Deleting the following:

“means a secondary building, a single detached housing, or portion of a building used to provide on-site accommodation by the employer for persons employed on the property, a residence for the site caretaker or operator of a commercial establishment, or for the on-duty security personnel at a storage facility when permitted in a zone.”;

And replace with:

“means secondary building or portion of a building used to provide a single on-site accommodation for: persons employed on the property, a site caretaker, an operator of a commercial establishment, or an on-duty security personnel.”;

7. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, “S” SLEEPING UNIT** be amended as follows:

Deleting the following:

“means a habitable room not equipped with self-contained cooking facilities, providing accommodation for guests.”;

And replace with:

“means a habitable room that may or may not be equipped with self-contained cooking facilities (i.e. a partial or full kitchen), which provides accommodation for guests.”;

8. AND THAT **Section 6 – General Development Regulations, 6.8.3 Density Bonus** be amended as follows:

Deleting the following:

“ (a) all of the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit’s gross floor area; or

(b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance Table 6.8.b in respect of at least 2% of the total number of dwelling units authorized by the building permit authorizing the construction of the bonus density.”;

And replace with:

“(a) all the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit’s gross floor area This does not include any additional height associated with bonus FAR; or

(b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance with Table 6.8.b in respect to the total amount of affordable housing units authorized by the building permit authorizing the construction of the bonus density.”;

9. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by deleting “Infill Housing and Townhouses” and replace with “MF1 & MF2 Zones”;
10. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by deleting “Apartments in Multi-Dwelling Zones” and replace with “MF3 zone, Core Area Zone, and Health District Zones”;
11. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by adding, “Village Centre Zone,” after “Urban Centre Zones”;
12. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by deleting “Commercial Zones & Industrial Zones” and replace with “Commercial Zones, Industrial Zones, & Comprehensive Development Zones”;
13. AND THAT **Section 8 – Parking and Loading, 8.1.4(c) General Provisions and Development Standards** be amended by deleting “the disabled” after “spaces for” and replace with “universal accessibility”;
14. AND THAT **Section 8 – Parking and Loading, 8.2.1 Off-Street Parking Regulations** be amended by deleting “the disabled” after “including parking for” and replace with “universal accessibility”;
15. AND THAT **Section 8 – Parking and Loading, Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles** be deleted in its entirety and replaced with Table 8.2.7.a as outlined in **Schedule A** attached to and forming part of this bylaw;



16. AND THAT **Section 8 – Parking and Loading, Table 8.2.7.b Ratio of Parking Space Sizes** be deleted in its entirety and replaced with Table 8.2.7.b outlined in **Schedule B** as attached to and forming part of this bylaw;
17. AND THAT **Section 8 – Parking and Loading, 8.2.9 Size and Ratio** be amended by adding “width” after “the parking space”;
18. AND THAT **Section 8 – Parking and Loading, 8.2.11 (b) Number of Spaces** be amended by adding “Urban Centres,” after “Within the Core Area,”;
19. AND THAT **Section 8 – Parking and Loading, 8.2.17(a) Accessible Parking Standards** be amended by deleting “a visitor parking space is required, then” and replace with “one or more visitor parking spaces are required, then”;
20. AND THAT **Section 8 – Parking and Loading, Table 8.3.1 Residential Multi-Dwelling Parking** be deleted in its entirety and replaced with Table 8.3.1 outlined in **Schedule C** as attached to and forming part of this bylaw;
21. AND THAT **Section 8 – Parking and Loading, Table 8.3.1a Other Residential Parking** be deleted in its entirety and replaced with Table 8.3.1a outlined in **Schedule D** as attached to and forming part of this bylaw;
22. AND THAT **Section 8 – Parking and Loading, Table 8.3.2 Commercial** be deleted in its entirety and replaced with Table 8.3.2 outlined in **Schedule E** as attached to and forming part of this bylaw;
23. AND THAT **Section 8 – Parking and Loading, Table 8.3.3 Agriculture** be amended by adding “GFA = gross floor area” under “Table 8.3.3 Agriculture”;
24. AND THAT **Section 8 – Parking and Loading, Table 8.3.4 Industrial** be deleted in its entirety and replaced with Table 8.3.4 outlined in **Schedule F** as attached to and forming part of this bylaw;
25. AND THAT **Section 8 – Parking and Loading, Table 8.3.5 Institutional** be deleted in its entirety and replaced with Table 8.3.5 outlined in **Schedule G** as attached to and forming part of this bylaw;
26. AND THAT **Section 8 – Parking and Loading, Table 8.3.6 Community, Recreational, and Cultural** be deleted in its entirety;
27. AND THAT **Section 8 – Parking and Loading, Figure 8.3 Parking Exception Areas** be deleted in its entirety;

28. AND THAT **Section 8 – Parking and Loading, Table 8.4 Minimum Loading Required** be deleted in its entirety and replaced with Table 8.4 outlined in **Schedule H** as attached to and forming part of this bylaw;
29. AND THAT **Section 8 – Parking and Loading, Table 8.5 Minimum Bicycle Parking Spaces Required** be deleted in its entirety and replaced with Table 8.5 outlined in **Schedule I** as attached to and forming part of this bylaw;
30. AND THAT **Section 8 – Parking and Loading, 8.5.8 Off-Street Bicycle Parking** be amended by adding “Urban Centres,” after “Within the Core Area,”;
31. AND THAT **Section 8 – Parking and Loading, Table 8.6.1 Required End-of-Trip Facilities, FOOTNOTES** be amended by deleting “Section” and replace with “Table”;
32. AND THAT **Section 8 – Parking and Loading, Table 8.6.1 Required End-of-Trip Facilities, FOOTNOTES** be amended by deleting “End of trips” and replace with “End-of-trip facilities”;
33. AND THAT **Section 9 – Specific Use Regulations, 9.1 Applications** be amended by adding in its appropriate location the following:

“9.12 Transportation Corridor

9.12.1 Any flanking side yard, side yard, or rear yard abutting the Transportation Corridor (TC) future land use designation outlined in the Official Community Plan shall have a minimum 3 metre setback from that lot line. That setback area shall be landscaped in accordance with Section 7.

9.12.2 Notwithstanding Section 7, any fencing within the landscape area required by Section 9.12.1 shall be a black chain link fence, or other materials approved by the Divisional Director of Planning and Development Services. The fence may be substituted for a continuous opaque barrier only where Section 7 permits continuous opaque barriers. If a fence or continuous opaque barrier is installed, then the fence or continuous opaque barrier must:

- a) contain at least one pedestrian access gate along the lot line abutting the Transportation Corridor (TC) future land use designation;
- b) have the pedestrian access gate be a minimum of 1.6 metres wide and be lockable and controlled by the subject property owner.

9.12.3 Notwithstanding Section 7.5, the maximum fence height within the landscape area required by Section 9.12.1 shall be 2.0 metres and must be setback at least 0.15 metres from the lot line abutting the Transportation Corridor (TC) future land use designation.

9.12.4 Any lots zoned A1-Agriculture or P3 -Parks and Open Space are exempt from the requirements in Section 9.12.”;

34. AND THAT **Section 9 – Specific Use Regulations, 9.2 Home Based Business Regulations** be amended by adding “m<sup>2</sup> = square metres” under “Section 9.2 – Home Based Business Regulations”;

35. AND THAT **Section 9 – Specific Use Regulations, 9.2 Home Based Business Regulations, Employee Restriction** be amended by adding the following under Rural:

“ Two persons maximum other than the principal residents of the dwelling unit can be engaged in the home-based business onsite.”;

36. AND THAT **Section 9 – Specific Use Regulations, Section 9.6 Agriculture, Urban Regulations, Community Garden Regulation** be amended as follows:

Deleting the following that reads:

“Have no or materials related to the community garden stored outside on the lot”

And replace with:

“No materials shall be stored outside of the lot”

37. AND THAT **Section 9 – Specific Use Regulations, Table 9.7.4 Site Specific Regulations** be amended by deleting the table in its entirety and replace it with Table 9.7.4 outlined in **Schedule J** as attached to and forming part of this bylaw;

38. AND THAT **Section 9 – Specific Use Regulations, Table 9.9.9 Site Specific Regulations** be amended by deleting the table in its entirety and replace it with Table 9.9.9 outlined in **Schedule K** as attached to and forming part of this bylaw;

39. AND THAT **Section 9 – Specific Use Regulations, Table 9.11 Tall Building Regulations** be amended by deleting the table in its entirety and replace it with Table 9.11 outlined in **Schedule L** as attached to and forming part of this bylaw;

40. AND THAT **Section 10 – Agriculture & Rural Residential Zones, A1: 10.3 Permitted Land Uses, Animal Clinics, Major** be amended by deleting “-” and replace with “P”;

41. AND THAT **Section 10 – Agriculture & Rural Residential Zones, A1: 10.3 Permitted Land Uses, Animal Clinics, Minor** be amended by deleting “-” and replace with “P”;

42. AND THAT **Section 10 – Agriculture & Rural Residential Zones, RR1: 10.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
43. AND THAT **Section 10 – Agriculture & Rural Residential Zones, RR2: 10.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
44. AND THAT **Section 10 – Agriculture & Rural Residential Zones, Table 10.3 – Permitted Land Uses, FOOTNOTES 10.3.9** be amended as follows:

Deleting the following that reads:

"When a home-based business, rural involves the cutting and wrapping of wild game or any meat, the lot must have a lot area greater than 3,300 m<sup>2</sup>";

And replace with:

"All home-based business, rural must have a minimum lot area as described in Section 9.2 Home-based business.";

45. AND THAT **Section 10 – Agriculture & Rural Residential Zones, Section 10.6 Development Regulations** be deleted in its entirety and replaced with Section 10.6 outlined in **Schedule M** as attached to and forming part of this bylaw;
46. AND THAT **Section 11 – Single and Two Dwelling Zones, RU1: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
47. AND THAT **Section 11 – Single and Two Dwelling Zones, RU2: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
48. AND THAT **Section 11 – Single and Two Dwelling Zones, RU4: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
49. AND THAT **Section 11 – Single and Two Dwelling Zones, RU5: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
50. AND THAT **Section 11 – Single and Two Dwelling Zones, 11.3 – Permitted Land Uses, FOOTNOTES 11.3.7** be amended as follows:

Deleting the following that reads:

" For a lot located outside the Core Area, the lot must have a carriage house sub-zone 'c' on the property for a carriage house to be permitted. For a lot located within the Core Area, a carriage



house is a permitted secondary use without the necessity of the sub-zone. Carriage houses must be on a lot serviced with community sanitary sewer and community water, except, carriage houses are permitted on lots without community sanitary sewer services if the lot area is at least 10,000 m2.”;

And replace with:

“ Carriage houses are permitted as a secondary use without the necessity of the sub-zone if the lot is located within the Core Area Neighbourhood (C-NHD) or the Suburban Residential (S-RES) future land use designations as outlined within the OCP. Lots located outside those future land use designations must have a carriage house sub-zone ‘c’ on the property for a carriage house to be permitted. Further, carriage houses must be on a lot serviced with community sanitary sewer and community water, except, carriage houses are permitted on lots without community sanitary sewer services if the lot area is at least 10,000 m2.”;

51. AND THAT **Section 11 – Single and Two Dwelling Zones, RU4: 11.3 Permitted Land Uses, Carriage House** be amended by deleting “7”
52. AND THAT **Section 11 – Single and Two Dwelling Zones, 11.5 Development Regulations** be deleted in its entirety and replace with Section 11.5 outlined in **Schedule N** as attached to and forming part of this bylaw;
53. AND FURTHER THAT **Section 12 – Mobile Home and Camping Zones, 12.3 Subdivision Regulations** be deleted in its entirety and replace with Section 12.3 outlined in **Schedule O** as attached to and forming part of this bylaw;
54. 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 this

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

## SCHEDULE A

| Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles<br>m = metres  |                    |                   |                              |
|--|--------------------|-------------------|------------------------------|
| <b>Parking Spaces:</b>   | <b>Min. Length</b> | <b>Min. Width</b> | <b>Min. Height Clearance</b> |
| Regular Size Vehicle <a href="#">parking space</a>   | 6.0 m              | 2.5 m             | 2.0 m                        |
| Small Size Vehicle <a href="#">parking space</a>   | 4.8 m              | 2.3 m             | 2.0 m                        |
| Accessible <a href="#">parking spaces</a>  | 6.0 m              | 3.7 m             | 2.3 m                        |
| Van-Accessible <a href="#">parking spaces</a>  | 6.0 m              | 4.8 m             | 2.3 m                        |
| Regular Size Parallel <a href="#">parking space</a>  | 7.0 m              | 2.6 m             | 2.0 m                        |
| Small Size Parallel <a href="#">parking space</a>  | 6.5 m              | 2.5 m             | 2.0 m                        |
| <b>Drive Aisles:</b>   | <b>Min. Length</b> | <b>Min. Width</b> | <b>Min. Height Clearance</b> |
| All two-way drive aisles serving 90 degrees <a href="#">parking</a> (e.g., <a href="#">parking lot</a> , parkade, garage)    | n/a                | 6.5 m             | 2.0 m                        |
| All two-way surface drive aisles without adjacent <a href="#">parking</a>  | n/a                | 6.0 m             | 2.0 m                        |
| All two-way surface drive aisles without access to adjacent <a href="#">parking</a> , garages, and / or carports in MF1 zone | n/a                | 4.5 m             | 2.0 m                        |
| All two-way surface drive aisles with access to adjacent <a href="#">parking</a> , garages, and / or carports in MF1 zone    | n/a                | 6.0 m             | 2.0 m                        |
| One way drive aisles (60 degree <a href="#">parking</a> )  | n/a                | 5.5 m             | 2.0 m                        |
| One way drive aisles (45 degree <a href="#">parking</a> & parallel <a href="#">parking</a> )                                 | n/a                | 3.5 m             | 2.0 m                        |

## SCHEDULE B

| Table 8.2.7.b Ratio of Parking Space Sizes  |   |   |
|---|---|---|
| Uses:   | Min. Regular Size Vehicle<br><a href="#">parking spaces</a> | Max. Small Size Vehicle<br><a href="#">parking spaces</a> |
| <a href="#">Single Detached Dwelling, Duplex, or Semi-Detached</a>  | 100% <sup>.3</sup>  | 0%  |
| <a href="#">Carriage house</a> or <a href="#">secondary suite</a>   | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Short-term rental accommodations</a>  | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Dwelling units</a> in the MF1 zone with access to a lane  | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Dwelling units</a> in the MF1 zone without access to a lane   | 100% <sup>.3</sup>  | 0%  |
| <a href="#">Townhouses, Stacked Townhouses, and Apartments</a>  | 50% <sup>.1, .2, .3, .4</sup>                               | 50% <sup>.4</sup>   |
| <a href="#">Commercial</a>  | 70% <sup>.4</sup>   | 30% <sup>.4</sup>   |
| <a href="#">Industrial</a>  | 70% <sup>.4</sup>   | 30% <sup>.4</sup>   |
| <a href="#">Institutional</a>   | 50% <sup>.4</sup>   | 50% <sup>.4</sup>   |
| <p>FOOTNOTES (Section 8.2.7):</p> <p><sup>.1</sup> For the purpose of calculating the percentage of regular size vehicle <a href="#">parking spaces</a>, “accessible <a href="#">parking spaces</a>” shall be included in the minimum number regular size vehicle <a href="#">parking spaces</a>.</p> <p><sup>.2</sup> All visitor <a href="#">parking spaces</a> must be regular size vehicle <a href="#">parking spaces</a>.</p> <p><sup>.3</sup> All <a href="#">parking spaces</a> that are configured in tandem must be regular size vehicle <a href="#">parking space</a>.</p> <p><sup>.4</sup> All <a href="#">parking spaces</a> must be regular size vehicle <a href="#">parking space</a> when the length of a <a href="#">parking space abuts</a> a doorway.</p> |   |   |



## SCHEDULE C

| <b>Table 8.3.1 Residential Multi-Dwelling Parking</b>                                      |   |  |  |  |  |
|--|---|--|--|--|--|
| <u>Land Use /<br/>Type of<br/>Development</u>  | Base Parking Requirement<br>(Number of spaces)  |  |  |  | Minimum<br>Visitor<br>Parking<br>Requirement<br><small><u>.1, .2</u></small>                           |
|  | Urban<br>Centre<br>Zones <small><u>.5</u></small>   | MF1 Zone <small><u>.4</u></small> ,<br>Village Centre<br>Zones, and Zones<br>fronting a <u>Transit<br/>Supportive<br/>Corridor</u> | All other zones<br>within the <u>Core<br/>Area</u>   | All other zones<br>outside the<br><u>Core Area</u> <small><u>.3</u></small>                        |  |
| <u>Apartment<br/>Housing</u><br><br><u>Townhouses</u><br><br><u>Stacked<br/>Townhouses</u> | <u>Min 0.8<br/>spaces &amp;<br/>Max 1.25<br/>spaces per<br/>bachelor<br/>dwelling unit</u>            | <u>Min 0.9 spaces <small><u>.4</u></small> &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                        | <u>Min 1.0 space &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                  | <u>Min 1.0 space &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                  | <u>Min 0.14<br/>spaces <small><u>.1</u></small> &amp;<br/>Max 0.2<br/>spaces per<br/>dwelling unit</u> |
| <u>Residential<br/>Security<br/>Operator Unit</u>  | <u>Min 0.9<br/>spaces &amp;<br/>Max 1.25<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u>           | <u>Min 1.0 space <small><u>.4</u></small> &amp;<br/>Max 1.25 spaces<br/>per 1 bedroom<br/>dwelling unit</u>                        | <u>Min 1.2 spaces<br/>&amp; Max 1.6<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u>             | <u>Min 1.25 spaces<br/>&amp; Max 1.6<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u>            |  |
|  | <u>Min 1.0<br/>space &amp; Max<br/>1.5 spaces<br/>per 2 or<br/>more<br/>bedroom<br/>dwelling unit</u> | <u>Min 1.1 spaces <small><u>.4</u></small> &amp;<br/>Max 1.6 spaces<br/>per 2 bedroom<br/>dwelling unit</u>                        | <u>Min 1.4 spaces<br/>&amp; Max 2.0<br/>spaces per 2<br/>bedroom<br/>dwelling unit</u>             | <u>Min 1.5 spaces &amp;<br/>Max 2.0 spaces<br/>per 2 bedroom<br/>dwelling unit</u>                 |  |
|  |   | <u>Min 1.4 spaces <small><u>.4</u></small> &amp;<br/>Max 2.0 spaces<br/>per 3 bedroom<br/>dwelling unit</u>                        | <u>Min 1.6 spaces<br/>&amp; Max 2.5<br/>spaces per 3<br/>bedroom or<br/>more dwelling<br/>unit</u> | <u>Min 2.0 spaces<br/>&amp; Max 2.5<br/>spaces per 3<br/>bedroom or<br/>more dwelling<br/>unit</u> |  |
| <b>FOOTNOTES (Section 8.3.1.):</b>   |   |  |  |  |  |

- <sup>.1</sup> Visitor [parking](#) is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor [parking](#) is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.
- <sup>.2</sup> Regardless of the parking rate ([spaces](#) per [unit](#)). The minimum number of [dwelling units](#) when the first visitor [parking space](#) is required is five (5) [dwelling units](#). For example, a [lot](#) with four (4) [dwelling units](#) does not require a visitor [parking space](#).
- <sup>.3</sup> Minimum and maximum parking rates for various Comprehensive Development Zones are outline in Table 8.3.1a Other Residential Parking.
- <sup>.4</sup> MF1 zoned [lots](#) with four [dwelling units](#) or less shall have a minimum of one (1) [parking space](#) per [dwelling unit](#). The parking rate identified above applies to MF1 [lots](#) with five [dwelling units](#) or more.
- <sup>.5</sup> All [lots](#) in the areas identified as 3 storeys in [Map 4.1](#) within the [OCP](#) (UC1 Downtown) shall not be required to meet any vehicle [parking space](#) requirements if the height of the [buildings](#) on the [lot](#) are 4 [storeys](#) or less and 15.0 metres or less.



## SCHEDULE D

| <b>Table 8.3.1.a Other Residential Parking</b>   |   |  |  |
|--|---|--|--|
| GFA = gross floor area<br>m <sup>2</sup> = square metres   |   |  |  |
| <u>Land Use / Type of Development</u>  | Base Parking Requirement  |  | Visitor Parking Requirement <sup>.1</sup>  |
|  | Minimum   | Maximum  |  |
| <u>Agriculture &amp; Rural Zones and Single &amp; Two Dwelling Zones</u>   | 2.0 <u>spaces</u> per <u>sleeping unit</u>  | n/a  | 0.0 <u>spaces</u> or <u>Min</u> 0.14 <u>spaces</u> & <u>Max</u> 0.2 <u>spaces</u> per <u>dwelling unit</u> <sup>.3</sup> |
| <u>Bed and Breakfast Homes</u>   | 1.0 <u>space</u> per <u>sleeping unit</u>   | 1.5 <u>spaces</u> per <u>sleeping unit</u>                         | n/a  |
| <u>Boarding or Lodging Houses</u>  | 1.0 <u>space</u> ; plus 0.9 stalls per <u>sleeping unit</u>   | 1.5 <u>space</u> ; plus 2.0 <u>spaces</u> per <u>sleeping unit</u> | n/a  |
| <u>Carriage House</u>  | 1.0 <u>space</u> <sup>.2</sup>  | 2.0 <u>spaces</u>  | n/a  |
| Child Care Centre, Major   | 1.0 Space per 11 children of capacity   | n/a  | n/a  |
| <u>Child Care Centre, Minor</u>  | 1.0 <u>space</u>  | n/a  | n/a  |
| <u>Congregate Housing &amp; Supportive Housing</u>   | 0.35 <u>spaces</u> per <u>sleeping unit</u> ; Plus<br>0.5 <u>spaces</u> per non-resident on-duty employee or 3.0 <u>spaces</u> (whichever is greater) | n/a  | <u>Min</u> 0.14 <u>spaces</u> & <u>Max</u> 0.2 <u>spaces</u> per <u>dwelling unit</u>                                    |
| <u>Group Home</u>  | 1.0 <u>space</u> ; plus 0.35 stalls per <u>sleeping unit</u>  | 2.0 <u>spaces</u> ; plus 1.0 stall per <u>sleeping unit</u>        | n/a  |
| <u>Home-Based Business, Major</u>  | 1.0 <u>space</u>  | 2.0 <u>spaces</u>  | n/a  |
| <u>Home-Based Business, Major for Health Services</u> on <u>lots</u> located on Royal Avenue or Christleton Avenue | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | 5.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                | n/a  |

**Table 8.3.1.a Other Residential Parking**

GFA = gross floor area  
m<sup>2</sup> = square metres

| <a href="#">Land Use / Type of Development</a>   | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>  |
|--|---|---|---|
|  | Minimum   | Maximum   |   |
| <a href="#">Home-Based Business, Minor</a>   | n/a   | n/a   | n/a   |
| <a href="#">Home-Based Business, Rural</a>   | 1.0 <a href="#">space</a>   | n/a   | n/a   |
| <a href="#">Mobile Homes</a>   | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | 2.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| Residential units within the <a href="#">CD20 Zone</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a> , except 0.15 <a href="#">spaces</a> per student only residences  | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> per <a href="#">dwelling unit</a> , except 0.05 <a href="#">spaces</a> per student only residences & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Residential units within the <a href="#">CD22 zone</a>   | 1.1 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br>1.0 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a><br>0.9 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>0.75 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br>1.6 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a><br>1.25 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>1.0 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| Residential units within the <a href="#">CD26 zone</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| <a href="#">Secondary Suites</a>   | 1.0 <a href="#">space</a> <sup>2</sup>  | 2.0 <a href="#">spaces</a>  | n/a   |
| <a href="#">Short – Term Rental Accommodation:</a><br>• <a href="#">Multi-Dwelling Zones</a> and <a href="#">Core Area and Other Zones</a> | No additional parking required (i.e., equivalent to the parking requirements for the <a href="#">principal dwelling unit</a> within that zone).   | n/a   | n/a   |
| <a href="#">Short – Term Rental Accommodation:</a><br>• <a href="#">Agriculture &amp; Rural Zones</a>                                      | 1.0 <a href="#">space</a> per two <a href="#">sleeping units</a>  | n/a   |   |



**Table 8.3.1.a Other Residential Parking**

GFA = gross floor area  
m<sup>2</sup> = square metres

| <a href="#">Land Use / Type of Development</a>      | Base Parking Requirement |         | Visitor Parking Requirement <sup>1</sup> |
|---|--------------------------|---------|--|
|   | Minimum                  | Maximum |  |
| and <a href="#">Single &amp; Two Dwelling Zones</a> |                          |         |  |

FOOTNOTES ([Table 8.3.1a](#)):

<sup>1</sup> Visitor parking is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor parking is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

<sup>2</sup> [Parking space](#) can be located in the driveway and in tandem with the single detached [dwelling](#) parking as long as two additional off-street [parking spaces](#) are provided for the [principal dwelling](#). Notwithstanding Section 8.1.4, parking for [secondary suites](#) or [carriage houses](#) can be surfaced with a dust-free material.

<sup>3</sup> Within a residential strata with five or more [dwelling units](#) the visitor parking requirement is 0.14 [spaces](#) per [dwelling unit](#).

## SCHEDULE E

| <b>Table 8.3.2 Commercial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres                                |   |  |
|--|---|--|
| <a href="#">Land Use</a> / Type of <a href="#">Development</a>   | Parking Requirement    NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a>   |  |
|  | Minimum   | Maximum  |
| All <a href="#">commercial uses</a> in the UC1 zone even if listed separately below <sup>1</sup> , <sup>3</sup>          | 0.9 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | 3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All <a href="#">commercial uses</a> in the UC2, UC3, UC4, UC5, and VC1 zone even if listed separately below <sup>1</sup> | 1.3 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All <a href="#">commercial uses</a> in the <a href="#">CD22 zone</a> even if listed separately below <sup>1</sup>        | 1.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">net floor area</a>  | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All <a href="#">commercial uses</a> in the <a href="#">CD26 zone</a> even if listed separately below <sup>1</sup>        | 1.75 <a href="#">parking spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| <a href="#">Boat Storage</a>   | 1.0 <a href="#">space</a> per 10 <a href="#">boat storage spaces</a> plus 2 <a href="#">spaces</a> for employees  | 1.25 <a href="#">spaces</a> per 10 <a href="#">boat storage spaces</a> plus 2 <a href="#">spaces</a> for employees   |
| <a href="#">Child Care Centre, Major</a>   | 1.0 <a href="#">space</a> per 11 children of capacity or 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (whichever is more)  | n/a  |
| <a href="#">Child Care Centre, Minor</a>   | 1.0 <a href="#">space</a>   | n/a  |
| <a href="#">Commercial Storage</a> ; or <a href="#">Warehousing</a>  | 0.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (minimum 2 spaces);<br><br>Plus<br><br>2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or <a href="#">retail</a> sale operations. | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ;<br><br>Plus<br><br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or <a href="#">retail</a> sale operations. |

| <b>Table 8.3.2 Commercial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |  |
|--|---|--|
| <a href="#">Land Use / Type of Development</a>   | <b>Parking Requirement</b> NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a>   |  |
|  | Minimum   | Maximum  |
| <a href="#">Fleet Services</a>   | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> and<br>1.0 <a href="#">space</a> per vehicle in fleet  | n/a  |
| <a href="#">Gas Bar</a>  | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | n/a  |
| <a href="#">Hotels / Motels</a>  | 0.8 <a href="#">spaces</a> per <a href="#">sleeping units</a><br>plus requirements of other <a href="#">uses</a><br>in the UC1 zone;<br><br>1.0 <a href="#">space</a> per <a href="#">sleeping unit</a> plus<br>requirements of other <a href="#">uses</a> in<br>all other zones  | 1.5 <a href="#">spaces</a> per <a href="#">sleeping units</a> ,<br>plus requirements of other<br><a href="#">uses</a>  |
| <a href="#">Residential Security / Operator Unit</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>   |
| <a href="#">Spectator Sports Establishments</a>  | 1 per 4 seats   | n/a  |
| <a href="#">Temporary Shelter Services</a>   | 1.0 <a href="#">space</a> per 10 beds   | n/a  |
| All other <a href="#">commercial uses</a> not listed above within a: Residential zone, Commercial zone, Village Centre zone, Core Area zone, Urban Centre zone, a Health District zone, or a Comprehensive Development zone with <a href="#">commercial uses</a> (unless the CD zone specifies a parking rate): <sup>1,2</sup> | <ul style="list-style-type: none"> <li>• 2.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 1,000 m<sup>2</sup></li> <li>• 2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 1,000 m<sup>2</sup> &amp; 2,000 m<sup>2</sup></li> <li>• 3.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m<sup>2</sup> &amp; 20,000 m<sup>2</sup></li> <li>• 4.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m<sup>2</sup></li> </ul> | <ul style="list-style-type: none"> <li>• 2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 1,000 m<sup>2</sup></li> <li>• 3.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 1,000 m<sup>2</sup> &amp; 2,000 m<sup>2</sup></li> <li>• 4.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m<sup>2</sup> &amp; 20,000 m<sup>2</sup></li> <li>• 5.25 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m<sup>2</sup></li> </ul> |
| <b>FOOTNOTES (Table 8.3.2.):</b><br><sup>1</sup> For <a href="#">shopping centres</a> , calculate the area by adding all the tenant spaces together.<br><sup>2</sup> <a href="#">Food Primary Establishment</a> and <a href="#">Liquor Primary Establishment</a> must have a minimum of 3 parking spaces.                      |   |  |

**Table 8.3.2 Commercial**

GFA = gross floor area  
m<sup>2</sup> = square metres

| <a href="#">Land Use</a> / Type of <a href="#">Development</a> | <b>Parking Requirement</b> NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a> |         |
|--|---|---------|
|  | Minimum   | Maximum |

<sup>.3</sup> All [lots](#) in the areas identified as 3 storeys in [Map 4.1](#) within the [OCP](#) (UC1 Downtown) shall not be required to meet any vehicle [parking space](#) requirements if the height of the [buildings](#) on the [lot](#) are 4 [storeys](#) or less as well as 15.0 metres or less.





## SCHEDULE F

| <b>Table 8.3.4 Industrial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres   |  |   |
|---|--|---|
| <u>Land Use / Type of Development</u>   | Parking Requirement  |   |
|   | Minimum  | Maximum   |
| <a href="#">Animal Clinics, Major</a> and <a href="#">Minor</a> ; or<br><a href="#">Auctioneering Establishments</a> ; or<br><a href="#">Cultural and Recreation Services</a> ; or<br><a href="#">Food Primary Establishment</a> ; or<br><a href="#">Gas Bar</a> ; or<br><a href="#">Liquor Primary Establishment</a> ; or<br><a href="#">Participant Recreation Services, Indoor</a> ; or<br><a href="#">Recycling Drop-Offs</a> ; or<br><a href="#">Retail Cannabis Sales</a> ; | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 2,000 m <sup>2</sup><br><br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>4.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m <sup>2</sup> | 3.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 2,000 m <sup>2</sup><br><br>4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>5.25 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m <sup>2</sup> |
| <a href="#">Alcohol Production Facilities</a> ; or<br><a href="#">Automotive &amp; Equipment</a> ; or<br><a href="#">Automotive &amp; Equipment, Industrial</a> ; or<br><a href="#">Cannabis Production Facilities</a> ; or<br><a href="#">Emergency and Protective Services</a> ; or<br><a href="#">General Industrial Uses</a> ; or<br><a href="#">Recycling Depots</a> ; or<br><a href="#">Wrecking Yards</a>  | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (includes <a href="#">mezzanine</a> area);<br>Plus<br>2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a> , administrative or technical support, or <a href="#">retail</a> sale operations.   | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (includes <a href="#">mezzanine</a> area);<br>Plus<br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to <a href="#">accessory</a> activities such as any indoor display, <a href="#">office</a> , administrative or technical support, or <a href="#">retail</a> sale operations.   |
| <a href="#">Boat Storage</a>  | 1.0 <a href="#">space</a> per 10 <a href="#">boat storage</a> spaces. Minimum of 2 <a href="#">spaces</a>  | 1.5 <a href="#">spaces</a> per 10 <a href="#">boat storage</a> spaces   |
| <a href="#">Bulk Fuel Depot</a>   | 2.0 <a href="#">spaces</a>   | n/a   |
| Child Care Centre, Major  | 1.0 <a href="#">space</a> per 11 children of capacity or 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (whichever is greater)  | n/a   |

|  |  |  |
|--|--|--|
| <p>Commercial Storage; or<br/> <a href="#">Recycling Plants</a>; or<br/> <a href="#">Utility Services, Infrastructure</a>; or<br/> <a href="#">Warehousing</a></p> | <p>0.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a><br/> (minimum 2 <a href="#">spaces</a>);<br/> Plus<br/> 2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for all<br/> floor area devoted to <a href="#">accessory</a><br/> activities such as any indoor<br/> display, <a href="#">office</a>, administrative or<br/> technical support, or <a href="#">retail</a> sale<br/> operations.</p> | <p>1.0 <a href="#">space</a> per 100 m<sup>2</sup> <a href="#">GFA</a>;<br/> Plus<br/> 3.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for<br/> all floor area devoted to<br/> <a href="#">accessory</a> activities such as<br/> any indoor display, <a href="#">office</a>,<br/> administrative or technical<br/> support, or <a href="#">retail</a> sale<br/> operations.</p> |
| <p><a href="#">Fleet Services</a></p>  | <p>1.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> and 1<br/> <a href="#">space</a> per vehicle in fleet</p>  | <p>n/a</p>   |
| <p><a href="#">Residential Security/Operator Unit</a></p>  | <p>1.0 <a href="#">space</a> per <a href="#">dwelling unit</a></p>   | <p>2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a></p>  |

## SCHEDULE G

| <b>Table 8.3.5 Institutional</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres   |   |  |
|--|---|--|
| <u>Land Use / Type of Development</u>  | Parking Requirement   |  |
|  | Minimum   | Maximum  |
| Child Care Centre, Major   | 1.0 <u>space</u> per 11 children of capacity or 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> (whichever is greater)  | n/a  |
| <u>Cemetery</u>  | 0.5 <u>space</u> per 100 m <sup>2</sup> <u>GFA</u>  | n/a  |
| <u>Cultural and Recreation Services</u> ; or<br><u>Exhibition and Convention Facilities</u> ;<br>or<br><u>Food Primary Establishment</u> ; or<br><u>Health Services</u> ; or<br><u>Liquor Primary Establishment</u> ; or<br><u>Recycling Drop-Offs</u> ; or<br><u>Retail</u> | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 2,000 m <sup>2</sup><br><br>3.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>4.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m <sup>2</sup> | 3.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 2,000 m <sup>2</sup><br><br>4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>5.25 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m <sup>2</sup> |
| <u>Detention and Correction Services</u>   | 1.0 <u>space</u> per 2 inmates (capacity)   | n/a  |
| <u>Education Services</u>  | 1.3 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | n/a  |
| <u>Emergency and Protective Services</u>   | 4.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | n/a  |
| <u>Hospitals</u>   | 1.0 <u>space</u> per 100 m <sup>2</sup> <u>GFA</u>  | n/a  |
| <u>Participant Recreation Services, Indoor</u>   | 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> ; or<br>2.0 <u>spaces</u> per alley for bowling alleys; or<br>4.0 <u>spaces</u> per curling sheet for curling rinks; or<br>3.0 <u>spaces</u> per court for racquet clubs; or<br>25.0 <u>spaces</u> per 100 m <sup>2</sup> of pool water surface for public swimming pools<br>(whichever is greater)                     | n/a  |
| <u>Participant Recreation Services, Outdoor</u>  | 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> ; and   | n/a  |

**Table 8.3.5 Institutional**

GFA = gross floor area  
 m<sup>2</sup> = square metres

| Land Use / Type of Development                     | Parking Requirement  |  |
|--|--|--|
|  | Minimum  | Maximum  |
|  | 6.0 <a href="#">spaces</a> per hole for golf courses; and<br>1.0 <a href="#">space</a> per tee for a golf driving range              |  |
| <a href="#">Religious Assemblies</a>               | 1 <a href="#">space</a> per 5 seats or 6 <a href="#">spaces</a> per 100 m <sup>2</sup> of <a href="#">GFA</a> (whichever is greater) | n/a  |
| <a href="#">Residential Security/Operator Unit</a> | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>  | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Spectator Sports Establishments                    | 1 <a href="#">space</a> per 4 seats  | n/a  |
| <a href="#">Temporary Shelter Services</a>         | 1.0 <a href="#">space</a> per 10 beds  | n/a  |



## SCHEDULE H

| <b>Table 8.4 – Minimum Loading Required</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres |   |
|---|---|
| Type of <a href="#">Development (Use)</a>   | Required <a href="#">Loading Spaces</a>   |
| <a href="#">Child Care Centre, Major</a>  | For 1 – 25 children      0 <a href="#">loading spaces</a><br>For 26 or more children   1 <a href="#">loading spaces</a> |
| <a href="#">Commercial Uses</a>   | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>  |
| <a href="#">Hotels/Motels</a>   | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>  |
| Industrial Uses   | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>  |
| Institutional Uses  | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>  |

## SCHEDULE I

| Table 8.5 – Minimum Bicycle Parking Spaces Required      |  |  |  |
|--|--|--|--|
| GFA = gross floor area<br>m <sup>2</sup> = square metres |  |  |  |
| Type of Development                                      | Bicycle Parking Spaces   |  |  |
|  | Required Long-term   | Bonus Long-term  | Required Short-term  |
| Apartment Housing  | <ul style="list-style-type: none"> <li>• 0.75 bike spaces per <a href="#">bachelor unit</a></li> <li>• 0.75 bike spaces per one <a href="#">bedroom unit</a></li> <li>• 0.75 bike spaces per two <a href="#">bedroom unit</a></li> <li>• 1.0 bike space per three <a href="#">bedroom</a> or more <a href="#">unit</a></li> <li>• 0.75 bike spaces per <a href="#">supportive housing unit</a></li> <li>• 1.0 bike space per student residence <a href="#">unit</a></li> </ul> | <ul style="list-style-type: none"> <li>• 1.25 bike spaces per <a href="#">bachelor unit</a></li> <li>• 1.25 bike spaces per one <a href="#">bedroom unit</a></li> <li>• 1.5 bike spaces per two <a href="#">bedroom unit</a></li> <li>• 2.0 bike spaces per three <a href="#">bedroom</a> or more <a href="#">unit</a></li> <li>• 1.5 bike spaces per <a href="#">supportive housing unit</a></li> <li>• n/a for student residence <a href="#">unit</a></li> </ul> | 6.0 bike spaces per entrance   |
| Congregate Housing                                       | 1.0 bike space per 20 <a href="#">dwelling units</a> plus 1.0 bike space per 10 employees  | n/a  | 6.0 bike spaces per entrance   |
| Townhouses & Stacked Townhouses                          | No requirement <sup>.4</sup>   | n/a <sup>.1</sup>  | 4.0 bike spaces or 1.0 bike spaces per 5 <a href="#">dwelling units</a> (whichever is greater) <sup>.2</sup> |
| Hotels / Motels  | 1.0 bike space per 20 <a href="#">sleeping units</a>   | n/a  | 6.0 bike spaces per entrance   |

**Table 8.5 – Minimum Bicycle Parking Spaces Required**

GFA = gross floor area  
m<sup>2</sup> = square metres

|   |  |  |   |
|---|--|--|---|
| <p>Institutional Zones &amp;<br/><b>Child Care Centre,</b><br/><b>Major &amp;</b><br/>All Commercial Uses in<br/>any: Multi-Family<br/>Zone, Commercial<br/>Zone, Health District<br/>Zone, Core Area Zone,<br/>Village Centre Zone,<br/>Urban Centre Zone, or<br/>any Comprehensive<br/>Development Zone<br/>with Commercial Uses.</p> | <p>For <b>GFA</b> less than or equal<br/>to 20,000 m<sup>2</sup> then 0.2 bike<br/>spaces per 100 m<sup>2</sup> of <b>GFA</b></p> <p>For <b>GFA</b> greater than<br/>20,000 m<sup>2</sup> then 0.4 bike<br/>spaces per 100 m<sup>2</sup> of <b>GFA</b></p> | <p>For <b>GFA</b> less than or equal<br/>to 20,000 m<sup>2</sup> then 0.4 bike<br/>spaces per 100 m<sup>2</sup> of <b>GFA</b></p> <p>For <b>GFA</b> greater than<br/>20,000 m<sup>2</sup> then 0.8 bike<br/>spaces per 100 m<sup>2</sup> of <b>GFA</b></p> | <p>For <b>GFA</b> less<br/>than 2,000 m<sup>2</sup><br/>then 2.0 bike<br/>spaces per<br/>entrance</p> <p>For <b>GFA</b> 2,000<br/>m<sup>2</sup> to 20,000<br/>m<sup>2</sup> then 4.0<br/>bike spaces<br/>per entrance</p> <p>For <b>GFA</b><br/>greater than<br/>20,000 m<sup>2</sup> then<br/>6.0 bike<br/>spaces per<br/>entrance</p> |
| <p>Industrial Zones</p>   | <p>0.05 bike spaces per 100<br/>m<sup>2</sup> of <b>GFA</b> <sup>.3</sup></p>  | <p>0.1 bike spaces per 100 m<sup>2</sup><br/>of <b>GFA</b> <sup>.3</sup></p>   | <p>No<br/>requirement<br/><sup>.3</sup></p>   |

FOOTNOTES (Table 8.5):

- <sup>.1</sup> **Townhouses** & Stacked Townhouses without an attached private garage with direct entry from the garage to the **dwelling unit** can utilize the bonus bicycle parking provisions within **apartment housing**.
- <sup>.2</sup> Regulation only applies to **lots** with five (5) or more **dwelling units**.
- <sup>.3</sup> Any industrial zoned lot fronting onto Richter Street, Clement Avenue, Baillie Avenue, or Vaughan Avenue that has floor area used for a food primary establishment, a liquor primary establishment, and / or any floor area used for tasting, serving, or consumption of alcohol shall follow the commercial bicycle parking rate for that floor area.
- <sup>.4</sup> The bike parking exclusion for **townhouses** only applies to **dwelling units** which each have a private garage, otherwise, the **apartment housing** category must be used to calculate the **long term-bicycle parking** requirement.

## SCHEDULE J

| Table 9.7.4 – Site Specific Regulations<br>ha = hectares |   |   |   |
|--|---|---|---|
|  | Legal Description   | Civic Address   | Regulation  |
| 1.   | <p>Lot 20 Section 34<br/>Township 23<br/>ODYD Plan 500<br/>Except Plan<br/>KAP45154</p> <p>Lot 19 Section 34<br/>Township 23<br/>ODYD Plan 500<br/>Except Plan<br/>KAP45154</p> | <p>4085<br/>Shanks<br/>Road</p> <p>4133<br/>Shanks<br/>Road</p> | <p>For the purposes of <a href="#">temporary farm worker housing</a>, these parcels shall be considered one <a href="#">farm unit</a>, and the following regulations shall apply to this <a href="#">farm unit</a> only.</p> <p>Notwithstanding the other <a href="#">section 9.7 regulations</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size; the <a href="#">TFWH footprint</a> may not exceed 0.70 ha for <a href="#">structures</a> to accommodate a maximum of 140 <a href="#">temporary farm workers</a>.</li> <li>• Temporary farm worker allocation; <a href="#">structures</a> to accommodate a maximum of 140 temporary farm workers shall be permitted on this farm unit in the '#2 Highway 97 city sector' as identified on <a href="#">Map 9.7</a>.</li> </ul> |
| 2.   | <p>Lot A, Section 12,<br/>Township 26,<br/>ODYD, Plan<br/>EPP71625</p>  | <p>2975<br/>Gallagher<br/>Road</p>                              | <p>The following regulations shall apply to this <a href="#">farm unit</a> only.</p> <p>Notwithstanding the other <a href="#">section 9.7 regulations</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size; the <a href="#">TFWH footprint</a> may not exceed 0.95 ha for <a href="#">structures</a> to accommodate a maximum of 130 <a href="#">temporary farm workers</a>.</li> </ul>  |



## SCHEDULE K

| Table 9.9.9 – Site Specific Regulations |  |                          |  |
|---|--|--------------------------|--|
|   | Legal Description                        | Civic Address            | Regulation   |
| 1.                                      | Lot B, District Lot 139, ODYD, Plan 5934 | 1636-1652 Padosy St.     | To allow for a <a href="#">retail cannabis sales</a> establishment within 500 metres of the approved <a href="#">retail cannabis sales</a> establishment located at 547-559 Bernard Avenue.  |
| 2.                                      | All Land Shown on Strata Plan K12        | 520 – 526 Bernard Avenue | To allow for a retail cannabis sales establishment within 500 metres of other approved retail cannabis sales establishments located at 547-549 Bernard Avenue and 1636-1652 Padosy Street and within 150 metres of Kasugai Gardens.                                |
| 3.                                      | Lot 2, District Lot 139, ODYD, Plan 4153 | 266 Bernard Avenue       | To allow for a retail cannabis sales establishment within 500 metres of other approved retail cannabis sales establishments located at 547-549 Bernard Avenue and 1636-1652 Padosy Street and within 150 metres of City Park and within 150 metres of Stuart Park. |

## SCHEDULE L

| <b>Table 9.11 – Tall Building Regulations</b><br>m = metres / m <sup>2</sup> = square metres  |   |
|---|---|
| Criteria  | Regulation ( <b>GFA</b> = <b>Gross Floor Area</b> )   |
| Minimum amount of transparent glazing on first floor <b>frontage</b> façade   | 75% for commercial <b>frontage</b><br>n/a for residential <b>frontage</b>   |
| Minimum depth of any commercial unit fronting a street  | 6 m   |
| Minimum setback for each <b>corner lot</b> applied only to the first <b>storey</b>  | There shall be a triangular setback 4.5 m long abutting along the <b>lot lines</b> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. <a href="#">See visual example figure 9.11.1.</a> |
| Podium height (maximum)   | 16 m  |
| Podium rooftop  | The rooftop of the podium shall not be used for parking and there shall be no <b>parking spaces</b> within the parkade that do not have an overhead roof for weather protection.  |
| Minimum <b>building</b> separation measured from exterior face of the <b>building</b>   | 30 m  |
| For <b>structures</b> taller than 40.0 m or 13 <b>storeys</b> (whichever is lesser) in height, the floor plate <sup>1</sup> above 16.0 m cannot exceed: | a) 750 m <sup>2</sup> <b>GFA</b> for residential use<br>b) 850 m <sup>2</sup> <b>GFA</b> for <b>hotel</b> use<br>c) 930 m <sup>2</sup> <b>GFA</b> for <b>office</b> and/or <b>commercial uses</b>   |
| Tower <b>stepback</b> above podium, including balconies, on the front building facade and flanking <b>building</b> façade (minimum)                     | 3 m   |
| Barrier free accessibility  | Every <b>building</b> shall have front entrance at <b>finished grade</b> on the front and/or flanking street. The main residential entrance and exit and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk.  |

**Table 9.11 – Tall Building Regulations**

m = metres / m<sup>2</sup> = square metres

| Criteria   | Regulation ( <a href="#">GFA</a> = <a href="#">Gross Floor Area</a> ) |
|--|---|
| <p>FOOTNOTES (<a href="#">Table 9.11</a>):</p> <p><sup>1</sup> The floorplate is the <a href="#">gross floor area</a> per floor of interior space and excludes all exterior spaces such as <a href="#">decks</a>, <a href="#">patios</a>, <a href="#">balconies</a>, etc.)</p> |   |

## SCHEDULE M

| <b>Section 10.6 - Development Regulations</b><br>m = metres / m <sup>2</sup> = square metres   |  |   |                      |
|--|--|---|----------------------|
| Criteria   | Zones  |   |                      |
|  | A2   | RR1   | RR2                  |
| ↓ Regulations that apply to all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Uses</a> ↓  |  |   |                      |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a>  | 20% <sup>.4</sup> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup>  | 20% <sup>.4</sup> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 30%                  |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Impermeable Surfaces</a>  | 35% <sup>.4</sup>  | 40% <sup>.4</sup> except 50% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 60%                  |
| <a href="#">Max. Height</a> for <a href="#">Agricultural Structures</a>  | 16.0 m   | 16.0 m  | n/a                  |
| <a href="#">Min. Setbacks</a> & <a href="#">Max. Gross Floor Area</a> for any <a href="#">Agriculture Facility</a> , <a href="#">Building</a> , or <a href="#">Structure</a>                     | All Setbacks for any agriculture facility, <a href="#">building</a> , or <a href="#">structure</a> shall follow the minimum setbacks and maximum <a href="#">gross floor area</a> listed in <a href="#">Section 10.5</a> (except from the ALR interface). <a href="#">Animal clinics</a> shall follow the minimum setbacks (except from the ALR interface) and maximum <a href="#">height</a> as stated for <a href="#">kennels</a> listed in <a href="#">Section 10.5</a> . |   |                      |
| ↓ Regulations that apply to all <a href="#">Principal Dwellings</a> , Non-Agricultural <a href="#">Principal Use Buildings</a> , and Non-Agricultural <a href="#">Principal Use Structures</a> ↓ |  |   |                      |
| <a href="#">Max. Height</a>  | 10.0 m   | 10.0 m  | 10.0 <u>m</u>        |
| <a href="#">Max. Height</a> for <a href="#">Buildings</a> with <a href="#">Walkout Basements</a> <sup>.4</sup>   | <a href="#">Front</a> or <a href="#">Flanking Yard</a>   | 8.6 m   | 8.6 m                |
|  | Rear <a href="#">Building Elevation</a>  | 12.5 m <sup>.3</sup>  | 12.5 m <sup>.3</sup> |



### Section 10.6 - Development Regulations

m = metres / m<sup>2</sup> = square metres

| Criteria  | Zones  |  |   |
|---|--|--|---|
|   | A2   | RR1  | RR2   |
| <b>Max. Gross Floor Area</b> of a Third (3 <sup>rd</sup> ) <a href="#">Storey</a> relative to the Second (2 <sup>nd</sup> ) <a href="#">Storey</a> (this does not apply to <a href="#">Dwellings</a> with <a href="#">Walkout Basements</a> ) | 70%<br><a href="#">See example diagram Figure 5.11</a> | 70%<br><a href="#">See example diagram Figure 5.11</a> | 70%<br><a href="#">See example diagram Figure 5.11</a>    |
| <b>Min. Front Yard</b> Setback  | 6.0 m  | 6.0 m  | 6.0 m   |
| <b>Min. Front Yard</b> or <b>Flanking Yard</b> Setback for any Attached Garage or Carport   | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                       |
| <b>Min. Flanking Yard</b> Setback   | 4.5 m  | 4.5 m  | 4.5 m   |
| <b>Min. Side Yard</b> Setback   | 3.0 m  | 3.0 m  | 2.1 m <sup>.1</sup>                                       |
| <b>Min. Rear Yard</b> setback   | 10.0 m   | 9.0 m  | 7.5 m or 4.5 m on <a href="#">wide lots</a> <sup>.1</sup> |
| ↓ Regulations that apply to <a href="#">Carriage Houses</a> , <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> , and <a href="#">Secondary Suites</a> ↓  |  |  |   |
| <b>Max. Height</b> for <a href="#">Carriage Houses</a>  | 5.7 m <sup>.6</sup>                                    | 5.7 m <sup>.6</sup>                                    | 5.7 m <sup>.6</sup>                                       |
| <b>Max. Height</b> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a>  | 4.8 m  | 4.8 m  | 4.8 m   |
| <b>Min. Front Yard</b> Setback  | 12.0 m   | 12.0 m   | 12.0 m  |
| <b>Min. Front Yard</b> Setback for <a href="#">Double Fronting Lots</a>   | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                       |
| <b>Min. Flanking Yard</b> Setback   | 6.0 m  | 6.0 m  | 6.0 m   |
| <b>Min. Side Yard</b> Setback   | 1.5 m  | 1.5 m  | 1.5 m   |
| <b>Min. Rear Yard</b> setback   | 3.0 m  | 3.0 m  | 1.5 m <sup>.2</sup>                                       |

**Section 10.6 - Development Regulations**

m = metres / m<sup>2</sup> = square metres

| Criteria   | Zones  |  |  |
|--|--|--|--|
|  | A2   | RR1  | RR2  |
| <b>Max. Net Floor Area</b> for Single (1) <a href="#">Storey Carriage Houses</a>                     | 100 m <sup>2</sup>   | 100 m <sup>2</sup>   | 100 m <sup>2</sup>   |
| <b>Max. Net Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>                        | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |
| <b>Max. Upper Storey Gross Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>         | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See example diagram Figure 5.9</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See example diagram Figure 5.9</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See example diagram Figure 5.9</a> |
| <b>Max. Net Floor Area</b> for <a href="#">Secondary Suites</a>                                      | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |
| <b>Max. Building Footprint</b> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> | n/a  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |

**FOOTNOTES (Section 10.6):**

- <sup>1</sup> Where the [lot width](#) exceeds the [lot depth](#), the minimum [rear yard](#) is 4.5 m provided that one [side yard](#) shall have a minimum width of 4.5 m.
- <sup>2</sup> When the [rear yard](#) is abutting a [lane](#), the minimum [rear yard](#) setback is 0.9 m.
- <sup>3</sup> The [height](#) for the lowest floor or [walkout basements](#) at the rear elevation cannot exceed 3.6 m measured from [finished grade](#) to the top of the finished floor above the slab.
- <sup>4</sup> For [greenhouses and plant nurseries](#) designed with closed wastewater and storm water management system then the [site coverage](#) may be increased to 75%.
- <sup>5</sup> Setback shall be measured from the edge of sidewalk closest to [lot line](#). In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the [lot line](#) is 3.0 m.
- <sup>6</sup> For a carriage house with a roof slope ratio less than 3 in 12 the maximum height is increased to a maximum of 6.1 metres.

## SCHEDULE N

| <b>Section 11.5 – Development Regulations</b>   |   |   |                                   |                                   |                                   |                                   |
|---|---|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| m = metres / m <sup>2</sup> = square metres   |   |   |                                   |                                   |                                   |                                   |
|   |   | Zones   |                                   |                                   |                                   |                                   |
|   |   | RU1 <sup>.1</sup>   | RU2 <sup>.1</sup>                 | RU3 <sup>.1</sup>                 | RU4 <sup>.1</sup>                 | RU5 <sup>.1</sup>                 |
| ↓ Regulations that apply to all <b>Buildings, Structures, and Uses</b> ↓  |   |   |                                   |                                   |                                   |                                   |
| <b>Max. Site Coverage</b> of all <b>Buildings</b>   |   | 40%   | 40%                               | 40%                               | 40%                               | 40%                               |
| <b>Max. Site Coverage</b> of all <b>Buildings, Structures, and Impermeable Surfaces</b>   |   | 70%   | 70%                               | 70%                               | 70%                               | 70% <sup>.6</sup>                 |
| <b>Lane Regulations</b>   |   | If a <b>lot</b> is fronting onto a <b>lane</b> then vehicular access is only permitted from the <b>lane</b> . |                                   |                                   |                                   |                                   |
| ↓ Regulations that apply to <b>Principal Dwellings, Principal Use Buildings, and Principal Use Structures</b> ↓   |   |   |                                   |                                   |                                   |                                   |
| <b>Max. Height</b>  |   | 10.0 m  | 10.0 m                            | 10.0 m                            | 10.0 m                            | 10.0 m                            |
| <b>Max. Height</b> for <b>Buildings</b> with <b>Walkout Basements</b>   | Facing <b>Front</b> or <b>Flanking Yard</b> | 8.6 m   | 8.6 m                             | 8.6 m                             | 8.6 m                             | 8.6 m                             |
|   | <b>Rear Building Elevation</b>              | 12.5 m  | 12.5 m                            | 12.5 m                            | 12.5 m                            | 12.5 m                            |
| <b>Max. Gross Floor Area</b> of a <b>Third (3<sup>rd</sup>) Storey</b> relative to the <b>Second (2<sup>nd</sup>) Storey</b> (this does not apply to <b>Dwellings</b> with <b>Walkout Basements</b> ) |   | 70%<br>See <b>Example Diagram</b>   | 70%<br>See <b>Example Diagram</b> | 70%<br>See <b>Example Diagram</b> | 70%<br>See <b>Example Diagram</b> | 70%<br>See <b>Example Diagram</b> |
| <b>Min. Front Yard and Flanking Yard Setback</b>  |   | 4.5 m <sup>.7</sup>   | 4.5 m <sup>.7</sup>               | 3.0 m                             | 4.5 m <sup>.7</sup>               | 4.5 m <sup>.5</sup>               |
| <b>Min. Front Yard and Flanking Yard Setback</b> for any attached garage or carport   |   | 6.0 m <sup>.2</sup>   | 6.0 m <sup>.2</sup>               | n/a                               | 6.0 m <sup>.2</sup>               | 6.0 m <sup>.5</sup>               |
| <b>Min. Side Yard Setback</b>   |   | 2.1 m   | 1.5 m                             | 1.2 m                             | 2.1 m <sup>.3</sup>               | 3.0 m <sup>.3, .5</sup>           |

## Section 11.5 – Development Regulations

m = metres / m<sup>2</sup> = square metres

|   | Zones   |   |                         |   |                     |
|---|---|---|-------------------------|---|---------------------|
|   | RU1 <sup>.1</sup>   | RU2 <sup>.1</sup>   | RU3 <sup>.1</sup>       | RU4 <sup>.1</sup>   | RU5 <sup>.1</sup>   |
| <b>Min. Rear Yard Setback</b>   | 7.5 m   | 6.0 m   | 6.0 m                   | 7.5 m   | 6.0 m <sup>.5</sup> |
| <b>Min. Rear Yard Setback on Wide Lots</b>  | 4.5 m   | 4.5 m   | 4.5 m                   | 4.5 m   | n/a                 |
| <b>Min. Setback between Principal Buildings</b>   | n/a   | n/a   | n/a                     | 2.5 m   | 2.5 m               |
| <b>↓ Regulations that apply to Carriage Houses, Accessory Buildings / Structures and Secondary Suites ↓</b> |   |   |                         |   |                     |
| <b>Max. Height for Carriage Houses</b>  | 5.7 m <sup>.8, .9</sup>   | 5.7 m <sup>.8, .9</sup>   | 5.7 m <sup>.8, .9</sup> | 5.7 m <sup>.8, .9</sup>   | n/a                 |
| <b>Max. Height for Accessory Buildings / Structures</b>   | 4.8 m   | 4.8 m   | 4.8 m                   | 4.8 m   | 4.8 m               |
| <b>Min. Front Yard Setback</b>  | 9.0 m   | 9.0 m   | 9.0 m                   | 9.0 m   | 9.0 m <sup>.5</sup> |
| <b>Min. Front Yard Setback for Double Fronting Lots</b>   | 6.0 m <sup>.2</sup>   | 6.0 m <sup>.2</sup>   | n/a                     | 6.0 m <sup>.2</sup>   | n/a                 |
| <b>Min. Flanking Yard Setback</b>   | 4.5 m   | 4.5 m   | 4.5 m                   | 4.5 m   | 4.5 m <sup>.5</sup> |
| <b>Min. Side Yard Setback</b>   | 1.5 m   | 1.5 m   | 1.5 m                   | 1.5 m   | 1.5 m <sup>.5</sup> |
| <b>Min. Rear Yard Setback</b>   | 1.5 m <sup>.4</sup>   | 1.5 m <sup>.4</sup>   | 1.5 m <sup>.4</sup>     | 1.5 m <sup>.4</sup>   | 1.5 m <sup>.5</sup> |
| <b>Max. Net Floor Area for Single (1) Storey Carriage Houses</b>  | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  | n/a                     | 100 m <sup>2</sup>  | n/a                 |
| <b>Max. Net Floor Area for Two (2) Storey Carriage Houses</b>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | n/a                     | 90 m <sup>2</sup>   | n/a                 |
| <b>Max. Building Footprint for Accessory Buildings / Structures</b>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>       | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |
| <b>Max. Upper Storey Gross Floor Area for Two (2) Storey Carriage Houses</b>                                | 70% of the carriage house footprint area<br>See Example Diagram | 70% of the carriage house footprint area<br>See Example Diagram | n/a                     | 70% of the carriage house footprint area<br>See Example Diagram | n/a                 |
| <b>Max. Net Floor Area for Secondary Suites</b>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>       | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |



## Section 11.5 – Development Regulations

m = metres / m<sup>2</sup> = square metres

|   | Zones  |                   |                   |                   |                   |
|---|--|-------------------|-------------------|-------------------|-------------------|
|   | RU1 <sup>.1</sup>  | RU2 <sup>.1</sup> | RU3 <sup>.1</sup> | RU4 <sup>.1</sup> | RU5 <sup>.1</sup> |
| Lit pathway requirement for <b>Carriage Houses</b> and <b>Secondary Suites</b>  | A lighted pathway is required from the entrance of the <b>carriage house</b> and/or the <b>secondary suite</b> to the on-site parking space(s) and to the fronting <b>street</b> . |                   |                   |                   |                   |
| <p>FOOTNOTES (Section 11.5):</p> <p><sup>.1</sup> <b>Site coverage, height,</b> and setback regulations also apply to <b>bareland strata lots</b>.</p> <p><sup>.2</sup> Setback shall be measured from edge of sidewalk closest to <b>lot line</b>. In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the <b>lot line</b> is 3.0 m.</p> <p><sup>.3</sup> <b>Side yard</b> setbacks are not required for <b>semi-detached</b> on a <b>lot line</b> that has a <b>party wall</b>.</p> <p><sup>.4</sup> When the <b>rear yard</b> is abutting a <b>lane</b>, the minimum rear yard setback is 0.9 m.</p> <p><sup>.5</sup> The <b>front, flanking, side, rear</b> yard setback shall apply to the exterior <b>lot lines</b> of the <b>site</b> and not to the interior separations between <b>single detached housing</b> units and / or <b>accessory structures</b> within a building strata.</p> <p><sup>.6</sup> Private roadways that access more than two <b>dwelling units</b> excluded from the calculation of maximum <b>site coverage</b> of all <b>buildings, structures,</b> and <b>impermeable surfaces</b>.</p> <p><sup>.7</sup> The <b>front yard</b> and <b>flanking yard</b> setbacks can be reduced to 3.0 m for <b>lots</b> within the Suburban Residential S-RES future land use designation identified in the <b>OCP</b>.</p> <p><sup>.8</sup> For a <b>carriage house</b> with a roof slope ratio less than 3 in 12 the maximum <b>height</b> is increased to a maximum of 6.1 metres.</p> <p><sup>.9</sup> <b>Carriage houses</b> are limited to a single storey when the <b>lot</b> is located within the Suburban Residential (S-RES) future land use designations as outlined within the <b>OCP</b>.</p> |  |                   |                   |                   |                   |

## SCHEDULE O

| Section 12.3 – Subdivision Regulations      |                       |
|---|-----------------------|
| m = metres / m <sup>2</sup> = square metres |                       |
| Criteria                                    | Zones                 |
|   | MH1                   |
| <b>Min.</b> Site Area                       | 20,000 m <sup>2</sup> |



**City of Kelowna**

**TA22-0014**

**Text Amendment Bylaw –  
To Zoning Bylaw #12375 Part 1 of 3  
March 13, 2023**

# Purpose

- ▶ The purpose of the text amendment application package (Part 1 of 3) is to follow up on the adoption of the new Zoning Bylaw No. 12375 with a series of amendments that include updates to: Section 5 - Definitions & Interpretations, Section 6 – General Development Regulations, Section 7 – Site Layout, Section 8 – Parking & Loading, Section 9 – Specific Use Regulations, Section 10 – Agriculture & Rural Residential Zones, Section 11 – Single and Two Dwelling Zones, Section 12 – Mobile Home and Camping Zones, and Section 14 – Core Area & Other Zones.



# Council Reports

▶ Three Text Amendment Reports:

1. First half of content updates within the Zoning Bylaw;
2. Second half of content updates within the Zoning Bylaw; &
3. Updates to the spelling and grammar.

**Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes**

| No. | Area of Change                                   | Additional Detail   |
|-----|--|---|
| 1.  | Definition of Bedroom                            | Clarified language of what is and isn't bedroom to ensure parking calculations (which are based on the number of bedrooms) are accurate.  |
| 2.  | Definition of Education Services                 | Clarified dwelling units are permissible if administered by the Education Service under this definition.  |
| 3.  | Definition of Net Floor Area                     | Clarify that all garage types are excluded from Net Floor Area calculation.   |
| 4.  | Definition of Landscape Area                     | Clarify Landscape Areas apply to flanking side yards.   |
| 5.  | Definition of Mobile Home                        | Clarify that any deformation frame (not just steel) would be permitted as a Mobile Home.  |
| 6.  | Definition of Residential Security Operator Unit | Simplified the definition and clarified the Residential Security Operator Unit cannot occur within a Single Detached Housing form.  |
| 7.  | Definition of Sleeping Unit                      | Clarify that Sleeping Units may or may not contain cooking facilities (either full or partial facilities). This is to allow cooking facilities within supportive housing apartment rooms to encourage independent living.                       |
| 8.  | Density Bonus applicability                      | <ul style="list-style-type: none"> <li>• Clarify rental / affordable housing bonus does not include the additional height bonus.</li> <li>• Set a threshold for minimum number of units to qualify for the affordable housing bonus.</li> </ul> |

**Table 3.1 Executive Summary of Schedule 'A Recommended Content Changes**

| No. | Area of Change                                   | Additional Detail   |
|-----|--|---|
| 9.  | Table 7.2 Tree & Landscape Planting Requirements | Update headers to apply to specific zones instead of general areas.   |
| 10. | Parking Spaces for Disabled                      | Change language to Universal Accessible Spaces  |
| 11. | Multiple Parking Tables adjusted                 | <ul style="list-style-type: none"> <li>• Deleted Table 8.3.6 Community, Recreational, and Cultural Table.</li> <li>• The commercial, industrial, and institutional tables were altered to align with the updated permitted and secondary land uses identified within each zone category.</li> <li>• MF1 minimum drive aisles reduced but minimum parking stall size increased when lot has no access to a lane.</li> <li>• Increased tandem requirement to require two regular stall size.</li> <li>• Increase the percentage where regular sized parking stalls are required versus small sized parking stalls.</li> </ul> |
| 12. | Minimum Loading Table adjusted                   | Updated the minimum loading table to align with updated zoning categories.  |

**Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes**

| No. | Area of Change                             | Additional Detail   |
|-----|--|---|
| 13. | Minimum Bicycle Table adjusted             | <ul style="list-style-type: none"> <li>• Added clarity of supportive housing units and student residences.</li> <li>• Added stacked townhouses to the townhouse category.</li> <li>• Adjusted the commercial and institutional types of development to align with new updated zoning categories.</li> </ul> |
| 14. | Section 9.11 Tall Building Regulations     | Delete the maximum 4 storeys podium limit as 5 storeys is possible within the 16 metre maximum podium height limit. The 16-metre podium height limit remains.   |
| 15. | Added Section 9.12 Transportation Corridor | Add setbacks, fencing, & gates in fencing regulations for lots fronting the Rail Trail Corridor.  |



**Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes**

| No. | Area of Change   | Additional Detail  |
|-----|--|--|
| 16. | Amended Carriage House Regulations                         | <ul style="list-style-type: none"> <li>• Added 0.3 metres to permitted height of two storey carriage houses to accommodate the change in half storey definition. Also added additional height for flat roof carriage houses. These height adjustments are recommended to follow standard floor to ceiling building code height requirements.</li> <li>• Eliminate unnecessary carriage house maximum building footprint regulation when carriage houses are regulated through maximum gross floor area.</li> <li>• Permit single storey carriage houses within the OCP's Suburban Residential (S-RES) future land use designations.</li> </ul> |
| 17. | Updates to Section 14.8 Core Area and Other Zones          | Added sub-zone purposes.   |
| 18. | Updates to Child Care Centre, Major in Single Family zones | Switched from secondary use to principal use with the childcare sub-zones.   |
| 19. | Animal Clinics within the A1 zone                          | Kennels and overnight boarding of animals are currently permitted on agriculture land. Including animal clinics as a permitted use will allow animal day-care operations, many of which already exist on agriculture land.   |

# Staff Recommendation

- ▶ Staff recommend bylaw be forward to Public Hearing for TA22-0014

**CITY OF KELOWNA**  
**BYLAW NO. 12497**  
**TA22-0014 – Amendment to Multiple Sections**  
**of Zoning Bylaw No. 12375**

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A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "B" BEDROOM** be amended as follows:

Deleting the following after "is for sleeping.":

"It may include, but is not limited to, dens, lofts, studies, and libraries.";

And replace with:

"Regardless of the room's name (including but not limited to) dens, flex rooms, lofts, studies, libraries, etc. if the room's layout could be utilized primarily for sleeping then the room shall be considered a bedroom.";

2. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "E" EDUCATION SERVICES** be amended by adding the following:

"Residential dwelling units are permitted within Education Services if the dwelling units are administered by the Education Service.";

3. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "F" FLOOR AREA, NET** be amended by deleting "attached" before "garages, carports, breezeways.";

4. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, "L" LANDSCAPE AREA** be amended as follows:

Deleting the following:

"means the area located within the required front yard setback areas, rear yard setback areas, and industrial side yard setback areas setback area up to a maximum of 3.0 metres.";

And replace with:

"means the area up to a maximum of 3.0 metres located into a required: front yard setback area, flanking side yard setback area, rear yard setback areas, or industrial side yard setback area.";

5. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, “M” MOBILE HOME** be amended by deleting “steel frame that is design” after “resistant” and replace with “frame that is designed”;

6. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, “R” RESIDENTIAL SECURITY/OPERATOR UNIT** be amended as follows:

Deleting the following:

“means a secondary building, a single detached housing, or portion of a building used to provide on-site accommodation by the employer for persons employed on the property, a residence for the site caretaker or operator of a commercial establishment, or for the on-duty security personnel at a storage facility when permitted in a zone.”;

And replace with:

“means secondary building or portion of a building used to provide a single on-site accommodation for: persons employed on the property, a site caretaker, an operator of a commercial establishment, or an on-duty security personnel.”;

7. AND THAT **Section 5 – Definitions & Interpretations, 5.3 General Definitions, “S” SLEEPING UNIT** be amended as follows:

Deleting the following:

“means a habitable room not equipped with self-contained cooking facilities, providing accommodation for guests.”;

And replace with:

“means a habitable room that may or may not be equipped with self-contained cooking facilities (i.e. a partial or full kitchen), which provides accommodation for guests.”;

8. AND THAT **Section 6 – General Development Regulations, 6.8.3 Density Bonus** be amended as follows:

Deleting the following:

“ (a) all of the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit’s gross floor area; or

(b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance Table 6.8.b in respect of at least 2% of the total number of dwelling units authorized by the building permit authorizing the construction of the bonus density.”;

And replace with:

“(a) all the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit’s gross floor area This does not include any additional height associated with bonus FAR; or

(b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance with Table 6.8.b in respect to the total amount of affordable housing units authorized by the building permit authorizing the construction of the bonus density.”;

9. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by deleting “Infill Housing and Townhouses” and replace with “MF1 & MF2 Zones”;
10. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by deleting “Apartments in Multi-Dwelling Zones” and replace with “MF3 zone, Core Area Zone, and Health District Zones”;
11. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by adding, “Village Centre Zone,” after “Urban Centre Zones”;
12. AND THAT **Section 7 – Site Layout, Table 7.2 Tree & Landscaping Planting Requirements, Criteria** be amended by deleting “Commercial Zones & Industrial Zones” and replace with “Commercial Zones, Industrial Zones, & Comprehensive Development Zones”;
13. AND THAT **Section 8 – Parking and Loading, 8.1.4(c) General Provisions and Development Standards** be amended by deleting “the disabled” after “spaces for” and replace with “universal accessibility”;
14. AND THAT **Section 8 – Parking and Loading, 8.2.1 Off-Street Parking Regulations** be amended by deleting “the disabled” after “including parking for” and replace with “universal accessibility”;
15. AND THAT **Section 8 – Parking and Loading, Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles** be deleted in its entirety and replaced with Table 8.2.7.a as outlined in **Schedule A** attached to and forming part of this bylaw;



16. AND THAT **Section 8 – Parking and Loading, Table 8.2.7.b Ratio of Parking Space Sizes** be deleted in its entirety and replaced with Table 8.2.7.b outlined in **Schedule B** as attached to and forming part of this bylaw;
17. AND THAT **Section 8 – Parking and Loading, 8.2.9 Size and Ratio** be amended by adding “width” after “the parking space”;
18. AND THAT **Section 8 – Parking and Loading, 8.2.11 (b) Number of Spaces** be amended by adding “Urban Centres,” after “Within the Core Area,”;
19. AND THAT **Section 8 – Parking and Loading, 8.2.17(a) Accessible Parking Standards** be amended by deleting “a visitor parking space is required, then” and replace with “one or more visitor parking spaces are required, then”;
20. AND THAT **Section 8 – Parking and Loading, Table 8.3.1 Residential Multi-Dwelling Parking** be deleted in its entirety and replaced with Table 8.3.1 outlined in **Schedule C** as attached to and forming part of this bylaw;
21. AND THAT **Section 8 – Parking and Loading, Table 8.3.1a Other Residential Parking** be deleted in its entirety and replaced with Table 8.3.1a outlined in **Schedule D** as attached to and forming part of this bylaw;
22. AND THAT **Section 8 – Parking and Loading, Table 8.3.2 Commercial** be deleted in its entirety and replaced with Table 8.3.2 outlined in **Schedule E** as attached to and forming part of this bylaw;
23. AND THAT **Section 8 – Parking and Loading, Table 8.3.3 Agriculture** be amended by adding “GFA = gross floor area” under “Table 8.3.3 Agriculture”;
24. AND THAT **Section 8 – Parking and Loading, Table 8.3.4 Industrial** be deleted in its entirety and replaced with Table 8.3.4 outlined in **Schedule F** as attached to and forming part of this bylaw;
25. AND THAT **Section 8 – Parking and Loading, Table 8.3.5 Institutional** be deleted in its entirety and replaced with Table 8.3.5 outlined in **Schedule G** as attached to and forming part of this bylaw;
26. AND THAT **Section 8 – Parking and Loading, Table 8.3.6 Community, Recreational, and Cultural** be deleted in its entirety;
27. AND THAT **Section 8 – Parking and Loading, Figure 8.3 Parking Exception Areas** be deleted in its entirety;

28. AND THAT **Section 8 – Parking and Loading, Table 8.4 Minimum Loading Required** be deleted in its entirety and replaced with Table 8.4 outlined in **Schedule H** as attached to and forming part of this bylaw;
29. AND THAT **Section 8 – Parking and Loading, Table 8.5 Minimum Bicycle Parking Spaces Required** be deleted in its entirety and replaced with Table 8.5 outlined in **Schedule I** as attached to and forming part of this bylaw;
30. AND THAT **Section 8 – Parking and Loading, 8.5.8 Off-Street Bicycle Parking** be amended by adding “Urban Centres,” after “Within the Core Area,”;
31. AND THAT **Section 8 – Parking and Loading, Table 8.6.1 Required End-of-Trip Facilities, FOOTNOTES** be amended by deleting “Section” and replace with “Table”;
32. AND THAT **Section 8 – Parking and Loading, Table 8.6.1 Required End-of-Trip Facilities, FOOTNOTES** be amended by deleting “End of trips” and replace with “End-of-trip facilities”;
33. AND THAT **Section 9 – Specific Use Regulations, 9.1 Applications** be amended by adding in its appropriate location the following:

“9.12 Transportation Corridor

9.12.1 Any flanking side yard, side yard, or rear yard abutting the Transportation Corridor (TC) future land use designation outlined in the Official Community Plan shall have a minimum 3 metre setback from that lot line. That setback area shall be landscaped in accordance with Section 7.

9.12.2 Notwithstanding Section 7, any fencing within the landscape area required by Section 9.12.1 shall be a black chain link fence, or other materials approved by the Divisional Director of Planning and Development Services. The fence may be substituted for a continuous opaque barrier only where Section 7 permits continuous opaque barriers. If a fence or continuous opaque barrier is installed, then the fence or continuous opaque barrier must:

- a) contain at least one pedestrian access gate along the lot line abutting the Transportation Corridor (TC) future land use designation;
- b) have the pedestrian access gate be a minimum of 1.6 metres wide and be lockable and controlled by the subject property owner.

9.12.3 Notwithstanding Section 7.5, the maximum fence height within the landscape area required by Section 9.12.1 shall be 2.0 metres and must be setback at least 0.15 metres from the lot line abutting the Transportation Corridor (TC) future land use designation.

9.12.4 Any lots zoned A1-Agriculture or P3 -Parks and Open Space are exempt from the requirements in Section 9.12.”;

34. AND THAT **Section 9 – Specific Use Regulations, 9.2 Home Based Business Regulations** be amended by adding “m<sup>2</sup> = square metres” under “Section 9.2 – Home Based Business Regulations”;

35. AND THAT **Section 9 – Specific Use Regulations, 9.2 Home Based Business Regulations, Employee Restriction** be amended by adding the following under Rural:

“ Two persons maximum other than the principal residents of the dwelling unit can be engaged in the home-based business onsite.”;

36. AND THAT **Section 9 – Specific Use Regulations, Section 9.6 Agriculture, Urban Regulations, Community Garden Regulation** be amended as follows:

Deleting the following that reads:

“Have no or materials related to the community garden stored outside on the lot”

And replace with:

“No materials shall be stored outside of the lot”

37. AND THAT **Section 9 – Specific Use Regulations, Table 9.7.4 Site Specific Regulations** be amended by deleting the table in its entirety and replace it with Table 9.7.4 outlined in **Schedule J** as attached to and forming part of this bylaw;

38. AND THAT **Section 9 – Specific Use Regulations, Table 9.9.9 Site Specific Regulations** be amended by deleting the table in its entirety and replace it with Table 9.9.9 outlined in **Schedule K** as attached to and forming part of this bylaw;

39. AND THAT **Section 9 – Specific Use Regulations, Table 9.11 Tall Building Regulations** be amended by deleting the table in its entirety and replace it with Table 9.11 outlined in **Schedule L** as attached to and forming part of this bylaw;

40. AND THAT **Section 10 – Agriculture & Rural Residential Zones, A1: 10.3 Permitted Land Uses, Animal Clinics, Major** be amended by deleting “-” and replace with “P”;

41. AND THAT **Section 10 – Agriculture & Rural Residential Zones, A1: 10.3 Permitted Land Uses, Animal Clinics, Minor** be amended by deleting “-” and replace with “P”;

42. AND THAT **Section 10 – Agriculture & Rural Residential Zones, RR1: 10.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
43. AND THAT **Section 10 – Agriculture & Rural Residential Zones, RR2: 10.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
44. AND THAT **Section 10 – Agriculture & Rural Residential Zones, Table 10.3 – Permitted Land Uses, FOOTNOTES 10.3.9** be amended as follows:

Deleting the following that reads:

"When a home-based business, rural involves the cutting and wrapping of wild game or any meat, the lot must have a lot area greater than 3,300 m<sup>2</sup>";

And replace with:

"All home-based business, rural must have a minimum lot area as described in Section 9.2 Home-based business.";

45. AND THAT **Section 10 – Agriculture & Rural Residential Zones, Section 10.6 Development Regulations** be deleted in its entirety and replaced with Section 10.6 outlined in **Schedule M** as attached to and forming part of this bylaw;
46. AND THAT **Section 11 – Single and Two Dwelling Zones, RU1: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
47. AND THAT **Section 11 – Single and Two Dwelling Zones, RU2: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
48. AND THAT **Section 11 – Single and Two Dwelling Zones, RU4: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
49. AND THAT **Section 11 – Single and Two Dwelling Zones, RU5: 11.3 Permitted Land Uses, Child Care Centre, Major** be amended by deleting "S" and replace with "P";
50. AND THAT **Section 11 – Single and Two Dwelling Zones, 11.3 – Permitted Land Uses, FOOTNOTES 11.3.7** be amended as follows:

Deleting the following that reads:

" For a lot located outside the Core Area, the lot must have a carriage house sub-zone 'c' on the property for a carriage house to be permitted. For a lot located within the Core Area, a carriage

house is a permitted secondary use without the necessity of the sub-zone. Carriage houses must be on a lot serviced with community sanitary sewer and community water, except, carriage houses are permitted on lots without community sanitary sewer services if the lot area is at least 10,000 m<sup>2</sup>.”;

And replace with:

“ Carriage houses are permitted as a secondary use without the necessity of the sub-zone if the lot is located within the Core Area Neighbourhood (C-NHD) or the Suburban Residential (S-RES) future land use designations as outlined within the OCP. Lots located outside those future land use designations must have a carriage house sub-zone ‘c’ on the property for a carriage house to be permitted. Further, carriage houses must be on a lot serviced with community sanitary sewer and community water, except, carriage houses are permitted on lots without community sanitary sewer services if the lot area is at least 10,000 m<sup>2</sup>.”;

51. AND THAT **Section 11 – Single and Two Dwelling Zones, RU4: 11.3 Permitted Land Uses, Carriage House** be amended by deleting “7”
52. AND THAT **Section 11 – Single and Two Dwelling Zones, 11.5 Development Regulations** be deleted in its entirety and replace with Section 11.5 outlined in **Schedule N** as attached to and forming part of this bylaw;
53. AND FURTHER THAT **Section 12 – Mobile Home and Camping Zones, 12.3 Subdivision Regulations** be deleted in its entirety and replace with Section 12.3 outlined in **Schedule O** as attached to and forming part of this bylaw;
54. 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 this



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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

## SCHEDULE A

| Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles<br>m = metres  |                    |                   |                              |
|--|--------------------|-------------------|------------------------------|
| <b>Parking Spaces:</b>   | <b>Min. Length</b> | <b>Min. Width</b> | <b>Min. Height Clearance</b> |
| Regular Size Vehicle <a href="#">parking space</a>   | 6.0 m              | 2.5 m             | 2.0 m                        |
| Small Size Vehicle <a href="#">parking space</a>   | 4.8 m              | 2.3 m             | 2.0 m                        |
| Accessible <a href="#">parking spaces</a>  | 6.0 m              | 3.7 m             | 2.3 m                        |
| Van-Accessible <a href="#">parking spaces</a>  | 6.0 m              | 4.8 m             | 2.3 m                        |
| Regular Size Parallel <a href="#">parking space</a>  | 7.0 m              | 2.6 m             | 2.0 m                        |
| Small Size Parallel <a href="#">parking space</a>  | 6.5 m              | 2.5 m             | 2.0 m                        |
| <b>Drive Aisles:</b>   | <b>Min. Length</b> | <b>Min. Width</b> | <b>Min. Height Clearance</b> |
| All two-way drive aisles serving 90 degrees <a href="#">parking</a> (e.g., <a href="#">parking lot</a> , parkade, garage)    | n/a                | 6.5 m             | 2.0 m                        |
| All two-way surface drive aisles without adjacent <a href="#">parking</a>  | n/a                | 6.0 m             | 2.0 m                        |
| All two-way surface drive aisles without access to adjacent <a href="#">parking</a> , garages, and / or carports in MF1 zone | n/a                | 4.5 m             | 2.0 m                        |
| All two-way surface drive aisles with access to adjacent <a href="#">parking</a> , garages, and / or carports in MF1 zone    | n/a                | 6.0 m             | 2.0 m                        |
| One way drive aisles (60 degree <a href="#">parking</a> )  | n/a                | 5.5 m             | 2.0 m                        |
| One way drive aisles (45 degree <a href="#">parking</a> & parallel <a href="#">parking</a> )                                 | n/a                | 3.5 m             | 2.0 m                        |

## SCHEDULE B

| Table 8.2.7.b Ratio of Parking Space Sizes  |   |   |
|---|---|---|
| Uses:   | Min. Regular Size Vehicle<br><a href="#">parking spaces</a> | Max. Small Size Vehicle<br><a href="#">parking spaces</a> |
| <a href="#">Single Detached Dwelling, Duplex, or Semi-Detached</a>  | 100% <sup>.3</sup>  | 0%  |
| <a href="#">Carriage house</a> or <a href="#">secondary suite</a>   | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Short-term rental accommodations</a>  | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Dwelling units</a> in the MF1 zone with access to a lane  | 0%  | 100% <sup>.3, .4</sup>                                    |
| <a href="#">Dwelling units</a> in the MF1 zone without access to a lane   | 100% <sup>.3</sup>  | 0%  |
| <a href="#">Townhouses, Stacked Townhouses, and Apartments</a>  | 50% <sup>.1, .2, .3, .4</sup>                               | 50% <sup>.4</sup>   |
| <a href="#">Commercial</a>  | 70% <sup>.4</sup>   | 30% <sup>.4</sup>   |
| <a href="#">Industrial</a>  | 70% <sup>.4</sup>   | 30% <sup>.4</sup>   |
| <a href="#">Institutional</a>   | 50% <sup>.4</sup>   | 50% <sup>.4</sup>   |
| FOOTNOTES (Section 8.2.7):<br><sup>.1</sup> For the purpose of calculating the percentage of regular size vehicle <a href="#">parking spaces</a> , “accessible <a href="#">parking spaces</a> ” shall be included in the minimum number regular size vehicle <a href="#">parking spaces</a> .<br><sup>.2</sup> All visitor <a href="#">parking spaces</a> must be regular size vehicle <a href="#">parking spaces</a> .<br><sup>.3</sup> All <a href="#">parking spaces</a> that are configured in tandem must be regular size vehicle <a href="#">parking space</a> .<br><sup>.4</sup> All <a href="#">parking spaces</a> must be regular size vehicle <a href="#">parking space</a> when the length of a <a href="#">parking space abuts</a> a doorway. |   |   |

## SCHEDULE C

| <b>Table 8.3.1 Residential Multi-Dwelling Parking</b>                                      |   |  |  |  |  |
|--|---|--|--|--|--|
| <u>Land Use /<br/>Type of<br/>Development</u>  | Base Parking Requirement<br>(Number of spaces)  |  |  |  | Minimum<br>Visitor<br>Parking<br>Requirement<br><small><u>.1, .2</u></small>                           |
|  | Urban<br>Centre<br>Zones <small><u>.5</u></small>   | MF1 Zone <small><u>.4</u></small> ,<br>Village Centre<br>Zones, and Zones<br>fronting a <u>Transit<br/>Supportive<br/>Corridor</u> | All other zones<br>within the <u>Core<br/>Area</u>   | All other zones<br>outside the<br><u>Core Area</u> <small><u>.3</u></small>                        |  |
| <u>Apartment<br/>Housing</u><br><br><u>Townhouses</u><br><br><u>Stacked<br/>Townhouses</u> | <u>Min 0.8<br/>spaces &amp;<br/>Max 1.25<br/>spaces per<br/>bachelor<br/>dwelling unit</u>            | <u>Min 0.9 spaces <small><u>.4</u></small> &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                        | <u>Min 1.0 space &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                  | <u>Min 1.0 space &amp;<br/>Max 1.25 spaces<br/>per bachelor<br/>dwelling unit</u>                  | <u>Min 0.14<br/>spaces <small><u>.1</u></small> &amp;<br/>Max 0.2<br/>spaces per<br/>dwelling unit</u> |
| <u>Residential<br/>Security<br/>Operator Unit</u>  | <u>Min 0.9<br/>spaces &amp;<br/>Max 1.25<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u>           | <u>Min 1.0 space <small><u>.4</u></small> &amp;<br/>Max 1.25 spaces<br/>per 1 bedroom<br/>dwelling unit</u>                        | <u>Min 1.2 spaces<br/>&amp; Max 1.6<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u>             | <u>Min 1.25 spaces<br/>&amp; Max 1.6<br/>spaces per 1<br/>bedroom<br/>dwelling unit</u>            |  |
|  | <u>Min 1.0<br/>space &amp; Max<br/>1.5 spaces<br/>per 2 or<br/>more<br/>bedroom<br/>dwelling unit</u> | <u>Min 1.1 spaces <small><u>.4</u></small> &amp;<br/>Max 1.6 spaces<br/>per 2 bedroom<br/>dwelling unit</u>                        | <u>Min 1.4 spaces<br/>&amp; Max 2.0<br/>spaces per 2<br/>bedroom<br/>dwelling unit</u>             | <u>Min 1.5 spaces &amp;<br/>Max 2.0 spaces<br/>per 2 bedroom<br/>dwelling unit</u>                 |  |
|  |   | <u>Min 1.4 spaces <small><u>.4</u></small> &amp;<br/>Max 2.0 spaces<br/>per 3 bedroom<br/>dwelling unit</u>                        | <u>Min 1.6 spaces<br/>&amp; Max 2.5<br/>spaces per 3<br/>bedroom or<br/>more dwelling<br/>unit</u> | <u>Min 2.0 spaces<br/>&amp; Max 2.5<br/>spaces per 3<br/>bedroom or<br/>more dwelling<br/>unit</u> |  |
| FOOTNOTES (Section 8.3.1.):  |   |  |  |  |  |

- <sup>.1</sup> Visitor [parking](#) is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor [parking](#) is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.
- <sup>.2</sup> Regardless of the parking rate ([spaces](#) per [unit](#)). The minimum number of [dwelling units](#) when the first visitor [parking space](#) is required is five (5) [dwelling units](#). For example, a [lot](#) with four (4) [dwelling units](#) does not require a visitor [parking space](#).
- <sup>.3</sup> Minimum and maximum parking rates for various Comprehensive Development Zones are outline in Table 8.3.1a Other Residential Parking.
- <sup>.4</sup> MF1 zoned [lots](#) with four [dwelling units](#) or less shall have a minimum of one (1) [parking space](#) per [dwelling unit](#). The parking rate identified above applies to MF1 [lots](#) with five [dwelling units](#) or more.
- <sup>.5</sup> All [lots](#) in the areas identified as 3 storeys in [Map 4.1](#) within the [OCP](#) (UC1 Downtown) shall not be required to meet any vehicle [parking space](#) requirements if the height of the [buildings](#) on the [lot](#) are 4 [storeys](#) or less and 15.0 metres or less.





## SCHEDULE D

| <b>Table 8.3.1.a Other Residential Parking</b>  |   |  |   |
|---|---|--|---|
| GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |  |   |
| <u>Land Use / Type of Development</u>   | Base Parking Requirement  |  | Visitor Parking Requirement <sup>1</sup>  |
|   | Minimum   | Maximum  |   |
| <u>Agriculture &amp; Rural Zones and Single &amp; Two Dwelling Zones</u>  | 2.0 <u>spaces</u> per <u>sleeping unit</u>  | n/a  | 0.0 <u>spaces</u> or <u>Min</u> 0.14 <u>spaces</u> & <u>Max</u> 0.2 <u>spaces</u> per <u>dwelling unit</u> <sup>3</sup> |
| <u>Bed and Breakfast Homes</u>  | 1.0 <u>space</u> per <u>sleeping unit</u>   | 1.5 <u>spaces</u> per <u>sleeping unit</u>                         | n/a   |
| <u>Boarding or Lodging Houses</u>   | 1.0 <u>space</u> ; plus 0.9 stalls per <u>sleeping unit</u>   | 1.5 <u>space</u> ; plus 2.0 <u>spaces</u> per <u>sleeping unit</u> | n/a   |
| <u>Carriage House</u>   | 1.0 <u>space</u> <sup>2</sup>   | 2.0 <u>spaces</u>  | n/a   |
| Child Care Centre, Major  | 1.0 Space per 11 children of capacity   | n/a  | n/a   |
| <u>Child Care Centre, Minor</u>   | 1.0 <u>space</u>  | n/a  | n/a   |
| <u>Congregate Housing &amp; Supportive Housing</u>  | 0.35 <u>spaces</u> per <u>sleeping unit</u> ; Plus<br>0.5 <u>spaces</u> per non-resident on-duty employee or 3.0 <u>spaces</u> (whichever is greater) | n/a  | <u>Min</u> 0.14 <u>spaces</u> & <u>Max</u> 0.2 <u>spaces</u> per <u>dwelling unit</u>                                   |
| <u>Group Home</u>   | 1.0 <u>space</u> ; plus 0.35 stalls per <u>sleeping unit</u>  | 2.0 <u>spaces</u> ; plus 1.0 stall per <u>sleeping unit</u>        | n/a   |
| <u>Home-Based Business, Major</u>   | 1.0 <u>space</u>  | 2.0 <u>spaces</u>  | n/a   |
| <u>Home-Based Business, Major</u> for <u>Health Services</u> on <u>lots</u> located on Royal Avenue or Christleton Avenue | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | 5.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>                | n/a   |

**Table 8.3.1.a Other Residential Parking**

GFA = gross floor area  
m<sup>2</sup> = square metres

| <a href="#">Land Use / Type of Development</a>   | Base Parking Requirement  |   | Visitor Parking Requirement <sup>1</sup>  |
|--|---|---|---|
|  | Minimum   | Maximum   |   |
| <a href="#">Home-Based Business, Minor</a>   | n/a   | n/a   | n/a   |
| <a href="#">Home-Based Business, Rural</a>   | 1.0 <a href="#">space</a>   | n/a   | n/a   |
| <a href="#">Mobile Homes</a>   | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | 2.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| Residential units within the <a href="#">CD20 Zone</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a> , except 0.15 <a href="#">spaces</a> per student only residences  | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> per <a href="#">dwelling unit</a> , except 0.05 <a href="#">spaces</a> per student only residences & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Residential units within the <a href="#">CD22 zone</a>   | 1.1 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br>1.0 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a><br>0.9 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>0.75 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> greater than 2 <a href="#">bedrooms</a><br>1.6 <a href="#">space</a> per 2 <a href="#">bedroom dwelling unit</a><br>1.25 <a href="#">spaces</a> per 1 <a href="#">bedroom dwelling unit</a><br>1.0 <a href="#">spaces</a> per <a href="#">bachelor dwelling unit</a> | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| Residential units within the <a href="#">CD26 zone</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 1.5 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  | <a href="#">Min</a> 0.14 <a href="#">spaces</a> & <a href="#">Max</a> 0.2 <a href="#">spaces</a> per <a href="#">dwelling unit</a>  |
| <a href="#">Secondary Suites</a>   | 1.0 <a href="#">space</a> <sup>2</sup>  | 2.0 <a href="#">spaces</a>  | n/a   |
| <a href="#">Short – Term Rental Accommodation:</a><br>• <a href="#">Multi-Dwelling Zones</a> and <a href="#">Core Area and Other Zones</a> | No additional parking required (i.e., equivalent to the parking requirements for the <a href="#">principal dwelling unit</a> within that zone).   | n/a   | n/a   |
| <a href="#">Short – Term Rental Accommodation:</a><br>• <a href="#">Agriculture &amp; Rural Zones</a>                                      | 1.0 <a href="#">space</a> per two <a href="#">sleeping units</a>  | n/a   |   |

**Table 8.3.1.a Other Residential Parking**

GFA = gross floor area  
m<sup>2</sup> = square metres

| <a href="#">Land Use / Type of Development</a>      | Base Parking Requirement |         | Visitor Parking Requirement <sup>1</sup> |
|---|--------------------------|---------|--|
|   | Minimum                  | Maximum |  |
| and <a href="#">Single &amp; Two Dwelling Zones</a> |                          |         |  |

FOOTNOTES ([Table 8.3.1a](#)):

<sup>1</sup> Visitor parking is to be easily accessible to the access points of the corresponding [development](#) and/or [buildings](#). Visitor parking is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

<sup>2</sup> [Parking space](#) can be located in the driveway and in tandem with the single detached [dwelling](#) parking as long as two additional off-street [parking spaces](#) are provided for the [principal dwelling](#). Notwithstanding Section 8.1.4, parking for [secondary suites](#) or [carriage houses](#) can be surfaced with a dust-free material.

<sup>3</sup> Within a residential strata with five or more [dwelling units](#) the visitor parking requirement is 0.14 [spaces](#) per [dwelling unit](#).

## SCHEDULE E

| <b>Table 8.3.2 Commercial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres                                     |   |  |
|---|---|--|
| <a href="#">Land Use</a> / Type of <a href="#">Development</a>  | Parking Requirement    NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a>   |  |
|   | Minimum   | Maximum  |
| All <a href="#">commercial uses</a> in the UC1 zone even if listed separately below <a href="#">1</a> , <a href="#">3</a>     | 0.9 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | 3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All <a href="#">commercial uses</a> in the UC2, UC3, UC4, UC5, and VC1 zone even if listed separately below <a href="#">1</a> | 1.3 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All <a href="#">commercial uses</a> in the <a href="#">CD22 zone</a> even if listed separately below <a href="#">1</a>        | 1.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">net floor area</a>  | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| All <a href="#">commercial uses</a> in the <a href="#">CD26 zone</a> even if listed separately below <a href="#">1</a>        | 1.75 <a href="#">parking spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  | 4.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>  |
| <a href="#">Boat Storage</a>  | 1.0 <a href="#">space</a> per 10 <a href="#">boat storage spaces</a> plus 2 <a href="#">spaces</a> for employees  | 1.25 <a href="#">spaces</a> per 10 <a href="#">boat storage spaces</a> plus 2 <a href="#">spaces</a> for employees   |
| <a href="#">Child Care Centre, Major</a>  | 1.0 <a href="#">space</a> per 11 children of capacity or 2.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (whichever is more)  | n/a  |
| <a href="#">Child Care Centre, Minor</a>  | 1.0 <a href="#">space</a>   | n/a  |
| <a href="#">Commercial Storage</a> ; or <a href="#">Warehousing</a>   | 0.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> (minimum 2 spaces);<br><br>Plus<br><br>2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or <a href="#">retail</a> sale operations. | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> ;<br><br>Plus<br><br>3.0 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a> for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or <a href="#">retail</a> sale operations. |

| Table 8.3.2 Commercial<br>GFA = gross floor area<br>m <sup>2</sup> = square metres   |   |  |
|--|---|--|
| Land Use / Type of Development   | Parking Requirement NOTE: <a href="#">GFA</a> = gross floor area  |  |
|  | Minimum   | Maximum  |
| <a href="#">Fleet Services</a>   | 1.0 <a href="#">space</a> per 100 m <sup>2</sup> <a href="#">GFA</a> and<br>1.0 <a href="#">space</a> per vehicle in fleet  | n/a  |
| <a href="#">Gas Bar</a>  | 2.5 <a href="#">spaces</a> per 100 m <sup>2</sup> <a href="#">GFA</a>   | n/a  |
| <a href="#">Hotels / Motels</a>  | 0.8 <a href="#">spaces</a> per <a href="#">sleeping units</a><br>plus requirements of other <a href="#">uses</a><br>in the UC1 zone;<br><br>1.0 <a href="#">space</a> per <a href="#">sleeping unit</a> plus<br>requirements of other <a href="#">uses</a> in<br>all other zones  | 1.5 <a href="#">spaces</a> per <a href="#">sleeping units</a> ,<br>plus requirements of other<br><a href="#">uses</a>  |
| <a href="#">Residential Security / Operator Unit</a>   | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>   | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a>   |
| <a href="#">Spectator Sports Establishments</a>  | 1 per 4 seats   | n/a  |
| <a href="#">Temporary Shelter Services</a>   | 1.0 <a href="#">space</a> per 10 beds   | n/a  |
| All other <a href="#">commercial uses</a> not listed above within a: Residential zone, Commercial zone, Village Centre zone, Core Area zone, Urban Centre zone, a Health District zone, or a Comprehensive Development zone with <a href="#">commercial uses</a> (unless the CD zone specifies a parking rate): <sup>1,2</sup> | <ul style="list-style-type: none"> <li>• 2.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 1,000 m<sup>2</sup></li> <li>• 2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 1,000 m<sup>2</sup> &amp; 2,000 m<sup>2</sup></li> <li>• 3.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m<sup>2</sup> &amp; 20,000 m<sup>2</sup></li> <li>• 4.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m<sup>2</sup></li> </ul> | <ul style="list-style-type: none"> <li>• 2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> less than 1,000 m<sup>2</sup></li> <li>• 3.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 1,000 m<sup>2</sup> &amp; 2,000 m<sup>2</sup></li> <li>• 4.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> between 2,000 m<sup>2</sup> &amp; 20,000 m<sup>2</sup></li> <li>• 5.25 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for uses with <a href="#">GFA</a> greater than 20,000 m<sup>2</sup></li> </ul> |
| <b>FOOTNOTES (Table 8.3.2.):</b><br><sup>1</sup> For <a href="#">shopping centres</a> , calculate the area by adding all the tenant spaces together.<br><sup>2</sup> <a href="#">Food Primary Establishment</a> and <a href="#">Liquor Primary Establishment</a> must have a minimum of 3 parking spaces.                      |   |  |



**Table 8.3.2 Commercial**

GFA = gross floor area  
m<sup>2</sup> = square metres

| <a href="#">Land Use</a> / Type of <a href="#">Development</a>   | <b>Parking Requirement</b> NOTE: <a href="#">GFA</a> = <a href="#">gross floor area</a> |         |
|--|---|---------|
|  | Minimum   | Maximum |
| <p><sup>.3</sup> All <a href="#">lots</a> in the areas identified as 3 storeys in <a href="#">Map 4.1</a> within the <a href="#">OCP</a> (UC1 Downtown) shall not be required to meet any vehicle <a href="#">parking space</a> requirements if the height of the <a href="#">buildings</a> on the <a href="#">lot</a> are 4 <a href="#">storeys</a> or less as well as 15.0 metres or less.</p> |   |         |



## SCHEDULE F

| <b>Table 8.3.4 Industrial</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres  |   |  |
|--|---|--|
| <u>Land Use / Type of Development</u>  | Parking Requirement   |  |
|  | Minimum   | Maximum  |
| <u>Animal Clinics, Major and Minor</u> ; or<br><u>Auctioneering Establishments</u> ; or<br><u>Cultural and Recreation Services</u> ; or<br><u>Food Primary Establishment</u> ; or<br><u>Gas Bar</u> ; or<br><u>Liquor Primary Establishment</u> ; or<br><u>Participant Recreation Services, Indoor</u> ; or<br><u>Recycling Drop-Offs</u> ; or<br><u>Retail Cannabis Sales</u> ; | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 2,000 m <sup>2</sup><br><br>3.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>4.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m <sup>2</sup> | 3.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 2,000 m <sup>2</sup><br><br>4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>5.25 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m <sup>2</sup> |
| <u>Alcohol Production Facilities</u> ; or<br><u>Automotive &amp; Equipment</u> ; or<br><u>Automotive &amp; Equipment, Industrial</u> ; or<br><u>Cannabis Production Facilities</u> ; or<br><u>Emergency and Protective Services</u> ; or<br><u>General Industrial Uses</u> ; or<br><u>Recycling Depots</u> ; or<br><u>Wrecking Yards</u>   | 1.0 <u>space</u> per 100 m <sup>2</sup> <u>GFA</u> (includes <u>mezzanine</u> area);<br>Plus<br>2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for all floor area devoted to <u>accessory</u> activities such as any indoor display, <u>office</u> , administrative or technical support, or <u>retail</u> sale operations.  | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> (includes <u>mezzanine</u> area);<br>Plus<br>3.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for all floor area devoted to <u>accessory</u> activities such as any indoor display, <u>office</u> , administrative or technical support, or <u>retail</u> sale operations.  |
| <u>Boat Storage</u>  | 1.0 <u>space</u> per 10 <u>boat storage</u> spaces. Minimum of 2 <u>spaces</u>  | 1.5 <u>spaces</u> per 10 <u>boat storage</u> spaces  |
| <u>Bulk Fuel Depot</u>   | 2.0 <u>spaces</u>   | n/a  |
| Child Care Centre, Major   | 1.0 <u>space</u> per 11 children of capacity or 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> (whichever is greater)  | n/a  |

|  |  |  |
|--|--|--|
| <p>Commercial Storage; or<br/> <a href="#">Recycling Plants</a>; or<br/> <a href="#">Utility Services, Infrastructure</a>; or<br/> <a href="#">Warehousing</a></p> | <p>0.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a><br/> (minimum 2 <a href="#">spaces</a>);<br/> Plus<br/> 2.5 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for all<br/> floor area devoted to <a href="#">accessory</a><br/> activities such as any indoor<br/> display, <a href="#">office</a>, administrative or<br/> technical support, or <a href="#">retail</a> sale<br/> operations.</p> | <p>1.0 <a href="#">space</a> per 100 m<sup>2</sup> <a href="#">GFA</a>;<br/> Plus<br/> 3.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> for<br/> all floor area devoted to<br/> <a href="#">accessory</a> activities such as<br/> any indoor display, <a href="#">office</a>,<br/> administrative or technical<br/> support, or <a href="#">retail</a> sale<br/> operations.</p> |
| <p><a href="#">Fleet Services</a></p>  | <p>1.0 <a href="#">spaces</a> per 100 m<sup>2</sup> <a href="#">GFA</a> and 1<br/> <a href="#">space</a> per vehicle in fleet</p>  | <p>n/a</p>   |
| <p><a href="#">Residential Security/Operator Unit</a></p>  | <p>1.0 <a href="#">space</a> per <a href="#">dwelling unit</a></p>   | <p>2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a></p>  |

## SCHEDULE G

| <b>Table 8.3.5 Institutional</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres   |   |  |
|--|---|--|
| <u>Land Use / Type of Development</u>  | Parking Requirement   |  |
|  | Minimum   | Maximum  |
| Child Care Centre, Major   | 1.0 <u>space</u> per 11 children of capacity or 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> (whichever is greater)  | n/a  |
| <u>Cemetery</u>  | 0.5 <u>space</u> per 100 m <sup>2</sup> <u>GFA</u>  | n/a  |
| <u>Cultural and Recreation Services</u> ; or<br><u>Exhibition and Convention Facilities</u> ;<br>or<br><u>Food Primary Establishment</u> ; or<br><u>Health Services</u> ; or<br><u>Liquor Primary Establishment</u> ; or<br><u>Recycling Drop-Offs</u> ; or<br><u>Retail</u> | 2.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 2,000 m <sup>2</sup><br><br>3.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>4.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m <sup>2</sup> | 3.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> less than 2,000 m <sup>2</sup><br><br>4.5 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> between 2,000 m <sup>2</sup> & 20,000 m <sup>2</sup><br><br>5.25 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> for uses with <u>GFA</u> greater than 20,000 m <sup>2</sup> |
| <u>Detention and Correction Services</u>   | 1.0 <u>space</u> per 2 inmates (capacity)   | n/a  |
| <u>Education Services</u>  | 1.3 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | n/a  |
| <u>Emergency and Protective Services</u>   | 4.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u>   | n/a  |
| <u>Hospitals</u>   | 1.0 <u>space</u> per 100 m <sup>2</sup> <u>GFA</u>  | n/a  |
| <u>Participant Recreation Services, Indoor</u>   | 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> ; or<br>2.0 <u>spaces</u> per alley for bowling alleys; or<br>4.0 <u>spaces</u> per curling sheet for curling rinks; or<br>3.0 <u>spaces</u> per court for racquet clubs; or<br>25.0 <u>spaces</u> per 100 m <sup>2</sup> of pool water surface for public swimming pools<br>(whichever is greater)                     | n/a  |
| <u>Participant Recreation Services, Outdoor</u>  | 2.0 <u>spaces</u> per 100 m <sup>2</sup> <u>GFA</u> ; and   | n/a  |

**Table 8.3.5 Institutional**

GFA = gross floor area  
 m<sup>2</sup> = square metres

| Land Use / Type of Development                     | Parking Requirement  |  |
|--|--|--|
|  | Minimum  | Maximum  |
|  | 6.0 <a href="#">spaces</a> per hole for golf courses; and<br>1.0 <a href="#">space</a> per tee for a golf driving range              |  |
| <a href="#">Religious Assemblies</a>               | 1 <a href="#">space</a> per 5 seats or 6 <a href="#">spaces</a> per 100 m <sup>2</sup> of <a href="#">GFA</a> (whichever is greater) | n/a  |
| <a href="#">Residential Security/Operator Unit</a> | 1.0 <a href="#">space</a> per <a href="#">dwelling unit</a>  | 2.0 <a href="#">spaces</a> per <a href="#">dwelling unit</a> |
| Spectator Sports Establishments                    | 1 <a href="#">space</a> per 4 seats  | n/a  |
| <a href="#">Temporary Shelter Services</a>         | 1.0 <a href="#">space</a> per 10 beds  | n/a  |



## SCHEDULE H

| <b>Table 8.4 – Minimum Loading Required</b><br>GFA = gross floor area<br>m <sup>2</sup> = square metres |   |
|---|---|
| Type of <a href="#">Development (Use)</a>   | Required <a href="#">Loading Spaces</a>   |
| <a href="#">Child Care Centre, Major</a>  | For 1 – 25 children      0 <a href="#">loading spaces</a><br>For 26 or more children   1 <a href="#">loading spaces</a> |
| <a href="#">Commercial Uses</a>   | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>  |
| <a href="#">Hotels/Motels</a>   | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>  |
| Industrial Uses   | 1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>  |
| Institutional Uses  | 1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>  |

## SCHEDULE I

| Table 8.5 – Minimum Bicycle Parking Spaces Required      |  |  |  |
|--|--|--|--|
| GFA = gross floor area<br>m <sup>2</sup> = square metres |  |  |  |
| Type of Development                                      | Bicycle Parking Spaces   |  |  |
|  | Required Long-term   | Bonus Long-term  | Required Short-term  |
| Apartment Housing  | <ul style="list-style-type: none"> <li>• 0.75 bike spaces per <a href="#">bachelor unit</a></li> <li>• 0.75 bike spaces per one <a href="#">bedroom unit</a></li> <li>• 0.75 bike spaces per two <a href="#">bedroom unit</a></li> <li>• 1.0 bike space per three <a href="#">bedroom</a> or more <a href="#">unit</a></li> <li>• 0.75 bike spaces per <a href="#">supportive housing unit</a></li> <li>• 1.0 bike space per student residence <a href="#">unit</a></li> </ul> | <ul style="list-style-type: none"> <li>• 1.25 bike spaces per <a href="#">bachelor unit</a></li> <li>• 1.25 bike spaces per one <a href="#">bedroom unit</a></li> <li>• 1.5 bike spaces per two <a href="#">bedroom unit</a></li> <li>• 2.0 bike spaces per three <a href="#">bedroom</a> or more <a href="#">unit</a></li> <li>• 1.5 bike spaces per <a href="#">supportive housing unit</a></li> <li>• n/a for student residence <a href="#">unit</a></li> </ul> | 6.0 bike spaces per entrance   |
| Congregate Housing                                       | 1.0 bike space per 20 <a href="#">dwelling units</a> plus 1.0 bike space per 10 employees  | n/a  | 6.0 bike spaces per entrance   |
| Townhouses & Stacked Townhouses                          | No requirement <sup>.4</sup>   | n/a <sup>.1</sup>  | 4.0 bike spaces or 1.0 bike spaces per 5 <a href="#">dwelling units</a> (whichever is greater) <sup>.2</sup> |
| Hotels / Motels  | 1.0 bike space per 20 <a href="#">sleeping units</a>   | n/a  | 6.0 bike spaces per entrance   |

**Table 8.5 – Minimum Bicycle Parking Spaces Required**

GFA = gross floor area  
m<sup>2</sup> = square metres

|   |  |  |  |
|---|--|--|--|
| <p>Institutional Zones &amp; Child Care Centre, Major &amp; All Commercial Uses in any: Multi-Family Zone, Commercial Zone, Health District Zone, Core Area Zone, Village Centre Zone, Urban Centre Zone, or any Comprehensive Development Zone with Commercial Uses.</p> | <p>For GFA less than or equal to 20,000 m<sup>2</sup> then 0.2 bike spaces per 100 m<sup>2</sup> of GFA</p> <p>For GFA greater than 20,000 m<sup>2</sup> then 0.4 bike spaces per 100 m<sup>2</sup> of GFA</p> | <p>For GFA less than or equal to 20,000 m<sup>2</sup> then 0.4 bike spaces per 100 m<sup>2</sup> of GFA</p> <p>For GFA greater than 20,000 m<sup>2</sup> then 0.8 bike spaces per 100 m<sup>2</sup> of GFA</p> | <p>For GFA less than 2,000 m<sup>2</sup> then 2.0 bike spaces per entrance</p> <p>For GFA 2,000 m<sup>2</sup> to 20,000 m<sup>2</sup> then 4.0 bike spaces per entrance</p> <p>For GFA greater than 20,000 m<sup>2</sup> then 6.0 bike spaces per entrance</p> |
| <p>Industrial Zones</p>   | <p>0.05 bike spaces per 100 m<sup>2</sup> of GFA<sup>.3</sup></p>  | <p>0.1 bike spaces per 100 m<sup>2</sup> of GFA<sup>.3</sup></p>   | <p>No requirement<sup>.3</sup></p>   |

FOOTNOTES (Table 8.5):

- <sup>.1</sup> Townhouses & Stacked Townhouses without an attached private garage with direct entry from the garage to the dwelling unit can utilize the bonus bicycle parking provisions within apartment housing.
- <sup>.2</sup> Regulation only applies to lots with five (5) or more dwelling units.
- <sup>.3</sup> Any industrial zoned lot fronting onto Richter Street, Clement Avenue, Baillie Avenue, or Vaughan Avenue that has floor area used for a food primary establishment, a liquor primary establishment, and / or any floor area used for tasting, serving, or consumption of alcohol shall follow the commercial bicycle parking rate for that floor area.
- <sup>.4</sup> The bike parking exclusion for townhouses only applies to dwelling units which each have a private garage, otherwise, the apartment housing category must be used to calculate the long term-bicycle parking requirement.

## SCHEDULE J

| Table 9.7.4 – Site Specific Regulations<br>ha = hectares |   |   |   |
|--|---|---|---|
|  | Legal Description   | Civic Address   | Regulation  |
| 1.   | <p>Lot 20 Section 34<br/>Township 23<br/>ODYD Plan 500<br/>Except Plan<br/>KAP45154</p> <p>Lot 19 Section 34<br/>Township 23<br/>ODYD Plan 500<br/>Except Plan<br/>KAP45154</p> | <p>4085<br/>Shanks<br/>Road</p> <p>4133<br/>Shanks<br/>Road</p> | <p>For the purposes of <a href="#">temporary farm worker housing</a>, these parcels shall be considered one <a href="#">farm unit</a>, and the following regulations shall apply to this <a href="#">farm unit</a> only.</p> <p>Notwithstanding the other <a href="#">section 9.7 regulations</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size; the <a href="#">TFWH footprint</a> may not exceed 0.70 ha for <a href="#">structures</a> to accommodate a maximum of 140 <a href="#">temporary farm workers</a>.</li> <li>• Temporary farm worker allocation; <a href="#">structures</a> to accommodate a maximum of 140 temporary farm workers shall be permitted on this farm unit in the '#2 Highway 97 city sector' as identified on <a href="#">Map 9.7</a>.</li> </ul> |
| 2.   | <p>Lot A, Section 12,<br/>Township 26,<br/>ODYD, Plan<br/>EPP71625</p>  | <p>2975<br/>Gallagher<br/>Road</p>                              | <p>The following regulations shall apply to this <a href="#">farm unit</a> only.</p> <p>Notwithstanding the other <a href="#">section 9.7 regulations</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">TFWH footprint</a> size; the <a href="#">TFWH footprint</a> may not exceed 0.95 ha for <a href="#">structures</a> to accommodate a maximum of 130 <a href="#">temporary farm workers</a>.</li> </ul>  |

## SCHEDULE K

| Table 9.9.9 – Site Specific Regulations |  |                          |   |
|---|--|--------------------------|---|
|   | Legal Description                        | Civic Address            | Regulation  |
| 1.                                      | Lot B, District Lot 139, ODYD, Plan 5934 | 1636-1652 Pandosy St.    | To allow for a <a href="#">retail cannabis sales</a> establishment within 500 metres of the approved <a href="#">retail cannabis sales</a> establishment located at 547-559 Bernard Avenue.   |
| 2.                                      | All Land Shown on Strata Plan K12        | 520 – 526 Bernard Avenue | To allow for a retail cannabis sales establishment within 500 metres of other approved retail cannabis sales establishments located at 547-549 Bernard Avenue and 1636-1652 Pandosy Street and within 150 metres of Kasugai Gardens.                                |
| 3.                                      | Lot 2, District Lot 139, ODYD, Plan 4153 | 266 Bernard Avenue       | To allow for a retail cannabis sales establishment within 500 metres of other approved retail cannabis sales establishments located at 547-549 Bernard Avenue and 1636-1652 Pandosy Street and within 150 metres of City Park and within 150 metres of Stuart Park. |



## SCHEDULE L

| <b>Table 9.11 – Tall Building Regulations</b><br>m = metres / m <sup>2</sup> = square metres  |   |
|---|---|
| Criteria  | Regulation ( <b>GFA</b> = <b>Gross Floor Area</b> )   |
| Minimum amount of transparent glazing on first floor <b>frontage</b> façade   | 75% for commercial <b>frontage</b><br>n/a for residential <b>frontage</b>   |
| Minimum depth of any commercial unit fronting a street  | 6 m   |
| Minimum setback for each <b>corner lot</b> applied only to the first <b>storey</b>  | There shall be a triangular setback 4.5 m long abutting along the <b>lot lines</b> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. <a href="#">See visual example figure 9.11.1.</a> |
| Podium height (maximum)   | 16 m  |
| Podium rooftop  | The rooftop of the podium shall not be used for parking and there shall be no <b>parking spaces</b> within the parkade that do not have an overhead roof for weather protection.  |
| Minimum <b>building</b> separation measured from exterior face of the <b>building</b>   | 30 m  |
| For <b>structures</b> taller than 40.0 m or 13 <b>storeys</b> (whichever is lesser) in height, the floor plate <sup>1</sup> above 16.0 m cannot exceed: | a) 750 m <sup>2</sup> <b>GFA</b> for residential use<br>b) 850 m <sup>2</sup> <b>GFA</b> for <b>hotel</b> use<br>c) 930 m <sup>2</sup> <b>GFA</b> for <b>office</b> and/or <b>commercial uses</b>   |
| Tower <b>stepback</b> above podium, including balconies, on the front building facade and flanking <b>building</b> façade (minimum)                     | 3 m   |
| Barrier free accessibility  | Every <b>building</b> shall have front entrance at <b>finished grade</b> on the front and/or flanking street. The main residential entrance and exit and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk.  |

**Table 9.11 – Tall Building Regulations**

m = metres / m<sup>2</sup> = square metres

| Criteria   | Regulation ( <a href="#">GFA</a> = <a href="#">Gross Floor Area</a> ) |
|--|---|
| <p>FOOTNOTES (<a href="#">Table 9.11</a>):</p> <p><sup>1</sup> The floorplate is the <a href="#">gross floor area</a> per floor of interior space and excludes all exterior spaces such as <a href="#">decks</a>, <a href="#">patios</a>, <a href="#">balconies</a>, etc.)</p> |   |

## SCHEDULE M

| <b>Section 10.6 - Development Regulations</b><br>m = metres / m <sup>2</sup> = square metres   |  |   |                      |
|--|--|---|----------------------|
| Criteria   | Zones  |   |                      |
|  | A2   | RR1   | RR2                  |
| ↓ Regulations that apply to all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Uses</a> ↓  |  |   |                      |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a>  | 20% <sup>.4</sup> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup>  | 20% <sup>.4</sup> except 30% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 30%                  |
| <a href="#">Max. Site Coverage</a> of all <a href="#">Buildings</a> , <a href="#">Structures</a> , and <a href="#">Impermeable Surfaces</a>  | 35% <sup>.4</sup>  | 40% <sup>.4</sup> except 50% when <a href="#">lot</a> is less than 8,000 m <sup>2</sup> | 60%                  |
| <a href="#">Max. Height</a> for <a href="#">Agricultural Structures</a>  | 16.0 m   | 16.0 m  | n/a                  |
| <a href="#">Min. Setbacks</a> & <a href="#">Max. Gross Floor Area</a> for any <a href="#">Agriculture Facility</a> , <a href="#">Building</a> , or <a href="#">Structure</a>                     | All Setbacks for any agriculture facility, <a href="#">building</a> , or <a href="#">structure</a> shall follow the minimum setbacks and maximum <a href="#">gross floor area</a> listed in <a href="#">Section 10.5</a> (except from the ALR interface). <a href="#">Animal clinics</a> shall follow the minimum setbacks (except from the ALR interface) and maximum <a href="#">height</a> as stated for <a href="#">kennels</a> listed in <a href="#">Section 10.5</a> . |   |                      |
| ↓ Regulations that apply to all <a href="#">Principal Dwellings</a> , Non-Agricultural <a href="#">Principal Use Buildings</a> , and Non-Agricultural <a href="#">Principal Use Structures</a> ↓ |  |   |                      |
| <a href="#">Max. Height</a>  | 10.0 m   | 10.0 m  | 10.0 <u>m</u>        |
| <a href="#">Max. Height</a> for <a href="#">Buildings</a> with <a href="#">Walkout Basements</a> <sup>.4</sup>   | <a href="#">Front</a> or <a href="#">Flanking Yard</a>   | 8.6 m   | 8.6 m                |
|  | Rear <a href="#">Building Elevation</a>  | 12.5 m <sup>.3</sup>  | 12.5 m <sup>.3</sup> |

## Section 10.6 - Development Regulations

m = metres / m<sup>2</sup> = square metres

| Criteria   | Zones  |  |   |
|--|--|--|---|
|  | A2   | RR1  | RR2   |
| <a href="#">Max. Gross Floor Area</a> of a Third (3 <sup>rd</sup> ) <a href="#">Storey</a> relative to the Second (2 <sup>nd</sup> ) <a href="#">Storey</a> (this does not apply to <a href="#">Dwellings</a> with <a href="#">Walkout Basements</a> ) | 70%<br><a href="#">See example diagram Figure 5.11</a> | 70%<br><a href="#">See example diagram Figure 5.11</a> | 70%<br><a href="#">See example diagram Figure 5.11</a>    |
| <a href="#">Min. Front Yard</a> Setback  | 6.0 m  | 6.0 m  | 6.0 m   |
| <a href="#">Min. Front Yard</a> or <a href="#">Flanking Yard</a> Setback for any Attached Garage or Carport  | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                       |
| <a href="#">Min. Flanking Yard</a> Setback   | 4.5 m  | 4.5 m  | 4.5 m   |
| <a href="#">Min. Side Yard</a> Setback   | 3.0 m  | 3.0 m  | 2.1 m <sup>.1</sup>                                       |
| <a href="#">Min. Rear Yard</a> setback   | 10.0 m   | 9.0 m  | 7.5 m or 4.5 m on <a href="#">wide lots</a> <sup>.1</sup> |
| ↓ Regulations that apply to <a href="#">Carriage Houses</a> , <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> , and <a href="#">Secondary Suites</a> ↓   |  |  |   |
| <a href="#">Max. Height</a> for <a href="#">Carriage Houses</a>  | 5.7 m <sup>.6</sup>                                    | 5.7 m <sup>.6</sup>                                    | 5.7 m <sup>.6</sup>                                       |
| <a href="#">Max. Height</a> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a>  | 4.8 m  | 4.8 m  | 4.8 m   |
| <a href="#">Min. Front Yard</a> Setback  | 12.0 m   | 12.0 m   | 12.0 m  |
| <a href="#">Min. Front Yard</a> Setback for <a href="#">Double Fronting Lots</a>   | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                    | 6.0 m <sup>.5</sup>                                       |
| <a href="#">Min. Flanking Yard</a> Setback   | 6.0 m  | 6.0 m  | 6.0 m   |
| <a href="#">Min. Side Yard</a> Setback   | 1.5 m  | 1.5 m  | 1.5 m   |
| <a href="#">Min. Rear Yard</a> setback   | 3.0 m  | 3.0 m  | 1.5 m <sup>.2</sup>                                       |

**Section 10.6 - Development Regulations**

m = metres / m<sup>2</sup> = square metres

| Criteria   | Zones  |  |  |
|--|--|--|--|
|  | A2   | RR1  | RR2  |
| <b>Max. Net Floor Area</b> for Single (1) <a href="#">Storey Carriage Houses</a>                     | 100 m <sup>2</sup>   | 100 m <sup>2</sup>   | 100 m <sup>2</sup>   |
| <b>Max. Net Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>                        | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |
| <b>Max. Upper Storey Gross Floor Area</b> for Two (2) <a href="#">Storey Carriage Houses</a>         | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See example diagram Figure 5.9</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See example diagram Figure 5.9</a> | 70% of the <a href="#">carriage house</a> footprint area<br><a href="#">See example diagram Figure 5.9</a> |
| <b>Max. Net Floor Area</b> for <a href="#">Secondary Suites</a>                                      | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |
| <b>Max. Building Footprint</b> for <a href="#">Accessory Buildings</a> or <a href="#">Structures</a> | n/a  | 90 m <sup>2</sup>  | 90 m <sup>2</sup>  |

**FOOTNOTES (Section 10.6):**

- <sup>1</sup> Where the [lot width](#) exceeds the [lot depth](#), the minimum [rear yard](#) is 4.5 m provided that one [side yard](#) shall have a minimum width of 4.5 m.
- <sup>2</sup> When the [rear yard](#) is abutting a [lane](#), the minimum [rear yard](#) setback is 0.9 m.
- <sup>3</sup> The [height](#) for the lowest floor or [walkout basements](#) at the rear elevation cannot exceed 3.6 m measured from [finished grade](#) to the top of the finished floor above the slab.
- <sup>4</sup> For [greenhouses and plant nurseries](#) designed with closed wastewater and storm water management system then the [site coverage](#) may be increased to 75%.
- <sup>5</sup> Setback shall be measured from the edge of sidewalk closest to [lot line](#). In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the [lot line](#) is 3.0 m.
- <sup>6</sup> For a carriage house with a roof slope ratio less than 3 in 12 the maximum height is increased to a maximum of 6.1 metres.



## SCHEDULE N

| <b>Section 11.5 – Development Regulations</b>   |   |   |                                   |                                   |                                   |                                   |
|---|---|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| m = metres / m <sup>2</sup> = square metres   |   |   |                                   |                                   |                                   |                                   |
|   |   | Zones   |                                   |                                   |                                   |                                   |
|   |   | RU1 <sup>.1</sup>   | RU2 <sup>.1</sup>                 | RU3 <sup>.1</sup>                 | RU4 <sup>.1</sup>                 | RU5 <sup>.1</sup>                 |
| ↓ Regulations that apply to all <b>Buildings, Structures, and Uses</b> ↓  |   |   |                                   |                                   |                                   |                                   |
| <b>Max. Site Coverage</b> of all <b>Buildings</b>   |   | 40%   | 40%                               | 40%                               | 40%                               | 40%                               |
| <b>Max. Site Coverage</b> of all <b>Buildings, Structures, and Impermeable Surfaces</b>   |   | 70%   | 70%                               | 70%                               | 70%                               | 70% <sup>.6</sup>                 |
| <b>Lane Regulations</b>   |   | If a <b>lot</b> is fronting onto a <b>lane</b> then vehicular access is only permitted from the <b>lane</b> . |                                   |                                   |                                   |                                   |
| ↓ Regulations that apply to <b>Principal Dwellings, Principal Use Buildings, and Principal Use Structures</b> ↓   |   |   |                                   |                                   |                                   |                                   |
| <b>Max. Height</b>  |   | 10.0 m  | 10.0 m                            | 10.0 m                            | 10.0 m                            | 10.0 m                            |
| <b>Max. Height</b> for <b>Buildings</b> with <b>Walkout Basements</b>   | Facing <b>Front</b> or <b>Flanking Yard</b> | 8.6 m   | 8.6 m                             | 8.6 m                             | 8.6 m                             | 8.6 m                             |
|   | <b>Rear Building Elevation</b>              | 12.5 m  | 12.5 m                            | 12.5 m                            | 12.5 m                            | 12.5 m                            |
| <b>Max. Gross Floor Area</b> of a <b>Third (3<sup>rd</sup>) Storey</b> relative to the <b>Second (2<sup>nd</sup>) Storey</b> (this does not apply to <b>Dwellings</b> with <b>Walkout Basements</b> ) |   | 70%<br>See <b>Example Diagram</b>   | 70%<br>See <b>Example Diagram</b> | 70%<br>See <b>Example Diagram</b> | 70%<br>See <b>Example Diagram</b> | 70%<br>See <b>Example Diagram</b> |
| <b>Min. Front Yard and Flanking Yard Setback</b>  |   | 4.5 m <sup>.7</sup>   | 4.5 m <sup>.7</sup>               | 3.0 m                             | 4.5 m <sup>.7</sup>               | 4.5 m <sup>.5</sup>               |
| <b>Min. Front Yard and Flanking Yard Setback</b> for any attached garage or carport   |   | 6.0 m <sup>.2</sup>   | 6.0 m <sup>.2</sup>               | n/a                               | 6.0 m <sup>.2</sup>               | 6.0 m <sup>.5</sup>               |
| <b>Min. Side Yard Setback</b>   |   | 2.1 m   | 1.5 m                             | 1.2 m                             | 2.1 m <sup>.3</sup>               | 3.0 m <sup>.3, .5</sup>           |

## Section 11.5 – Development Regulations

m = metres / m<sup>2</sup> = square metres

|  | Zones   |   |                         |   |                     |
|--|---|---|-------------------------|---|---------------------|
|  | RU1 <sup>.1</sup>   | RU2 <sup>.1</sup>   | RU3 <sup>.1</sup>       | RU4 <sup>.1</sup>   | RU5 <sup>.1</sup>   |
| <b>Min. Rear Yard Setback</b>  | 7.5 m   | 6.0 m   | 6.0 m                   | 7.5 m   | 6.0 m <sup>.5</sup> |
| <b>Min. Rear Yard Setback on Wide Lots</b>   | 4.5 m   | 4.5 m   | 4.5 m                   | 4.5 m   | n/a                 |
| <b>Min. Setback between Principal Buildings</b>  | n/a   | n/a   | n/a                     | 2.5 m   | 2.5 m               |
| ↓ Regulations that apply to <b>Carriage Houses, Accessory Buildings / Structures</b> and <b>Secondary Suites</b> ↓ |   |   |                         |   |                     |
| <b>Max. Height for Carriage Houses</b>   | 5.7 m <sup>.8, .9</sup>   | 5.7 m <sup>.8, .9</sup>   | 5.7 m <sup>.8, .9</sup> | 5.7 m <sup>.8, .9</sup>   | n/a                 |
| <b>Max. Height for Accessory Buildings / Structures</b>  | 4.8 m   | 4.8 m   | 4.8 m                   | 4.8 m   | 4.8 m               |
| <b>Min. Front Yard Setback</b>   | 9.0 m   | 9.0 m   | 9.0 m                   | 9.0 m   | 9.0 m <sup>.5</sup> |
| <b>Min. Front Yard Setback for Double Fronting Lots</b>  | 6.0 m <sup>.2</sup>   | 6.0 m <sup>.2</sup>   | n/a                     | 6.0 m <sup>.2</sup>   | n/a                 |
| <b>Min. Flanking Yard Setback</b>  | 4.5 m   | 4.5 m   | 4.5 m                   | 4.5 m   | 4.5 m <sup>.5</sup> |
| <b>Min. Side Yard Setback</b>  | 1.5 m   | 1.5 m   | 1.5 m                   | 1.5 m   | 1.5 m <sup>.5</sup> |
| <b>Min. Rear Yard Setback</b>  | 1.5 m <sup>.4</sup>   | 1.5 m <sup>.4</sup>   | 1.5 m <sup>.4</sup>     | 1.5 m <sup>.4</sup>   | 1.5 m <sup>.5</sup> |
| <b>Max. Net Floor Area for Single (1) Storey Carriage Houses</b>   | 100 m <sup>2</sup>  | 100 m <sup>2</sup>  | n/a                     | 100 m <sup>2</sup>  | n/a                 |
| <b>Max. Net Floor Area for Two (2) Storey Carriage Houses</b>  | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | n/a                     | 90 m <sup>2</sup>   | n/a                 |
| <b>Max. Building Footprint for Accessory Buildings / Structures</b>  | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>       | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |
| <b>Max. Upper Storey Gross Floor Area for Two (2) Storey Carriage Houses</b>                                       | 70% of the carriage house footprint area<br>See Example Diagram | 70% of the carriage house footprint area<br>See Example Diagram | n/a                     | 70% of the carriage house footprint area<br>See Example Diagram | n/a                 |
| <b>Max. Net Floor Area for Secondary Suites</b>  | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   | 90 m <sup>2</sup>       | 90 m <sup>2</sup>   | 90 m <sup>2</sup>   |

## Section 11.5 – Development Regulations

m = metres / m<sup>2</sup> = square metres

|   | Zones  |                   |                   |                   |                   |
|---|--|-------------------|-------------------|-------------------|-------------------|
|   | RU1 <sup>.1</sup>  | RU2 <sup>.1</sup> | RU3 <sup>.1</sup> | RU4 <sup>.1</sup> | RU5 <sup>.1</sup> |
| Lit pathway requirement for <b>Carriage Houses</b> and <b>Secondary Suites</b>  | A lighted pathway is required from the entrance of the <b>carriage house</b> and/or the <b>secondary suite</b> to the on-site parking space(s) and to the fronting <b>street</b> . |                   |                   |                   |                   |
| <p>FOOTNOTES (Section 11.5):</p> <p><sup>.1</sup> <b>Site coverage, height,</b> and setback regulations also apply to <b>bareland strata lots</b>.</p> <p><sup>.2</sup> Setback shall be measured from edge of sidewalk closest to <b>lot line</b>. In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the <b>lot line</b> is 3.0 m.</p> <p><sup>.3</sup> <b>Side yard</b> setbacks are not required for <b>semi-detached</b> on a <b>lot line</b> that has a <b>party wall</b>.</p> <p><sup>.4</sup> When the <b>rear yard</b> is abutting a <b>lane</b>, the minimum rear yard setback is 0.9 m.</p> <p><sup>.5</sup> The <b>front, flanking, side, rear</b> yard setback shall apply to the exterior <b>lot lines</b> of the <b>site</b> and not to the interior separations between <b>single detached housing</b> units and / or <b>accessory structures</b> within a building strata.</p> <p><sup>.6</sup> Private roadways that access more than two <b>dwelling units</b> excluded from the calculation of maximum <b>site coverage</b> of all <b>buildings, structures,</b> and <b>impermeable surfaces</b>.</p> <p><sup>.7</sup> The <b>front yard</b> and <b>flanking yard</b> setbacks can be reduced to 3.0 m for <b>lots</b> within the Suburban Residential S-RES future land use designation identified in the <b>OCP</b>.</p> <p><sup>.8</sup> For a <b>carriage house</b> with a roof slope ratio less than 3 in 12 the maximum <b>height</b> is increased to a maximum of 6.1 metres.</p> <p><sup>.9</sup> <b>Carriage houses</b> are limited to a single storey when the <b>lot</b> is located within the Suburban Residential (S-RES) future land use designations as outlined within the <b>OCP</b>.</p> |  |                   |                   |                   |                   |

## SCHEDULE O

| Section 12.3 – Subdivision Regulations      |                       |
|---|-----------------------|
| m = metres / m <sup>2</sup> = square metres |                       |
| Criteria                                    | Zones                 |
|   | MH1                   |
| <b>Min.</b> Site Area                       | 20,000 m <sup>2</sup> |

# REPORT TO COUNCIL



**Date:** March 13<sup>th</sup>, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Development Planning  
**Application:** DP22-0194  
**Owner:** 1347431 BC Ltd., Inc. No. BC1347431  
**Address:** 453 Osprey Ave  
**Applicant:** Meiklejohn Architects  
**Subject:** Development Permit Application  
**Existing OCP Designation:** UC – Urban Centre  
**Existing Zone:** UC5 – Pandosy Urban Centre

---

## 1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP22-0194 for Lot A District Lot 14 ODYD Plan EPP120981, located at 453 Osprey Avenue, Kelowna, BC subject to the following:

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

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 is valid for two (2) years from the date of Council approval, with no opportunity to extend.

## Purpose

To issue a Development Permit for the form and character of apartment housing.



**2.0 Development Planning**

Staff support the proposed Development Permit for the form and character of the four-storey apartment building. The proposal complies with the Official Community Plan (OCP) policies for the Downtown Urban Centre by providing high density residential development which is in conformance with the Building Heights and Street Character mapping. The proposal meets all regulations of the Zoning Bylaw, and no variances are requested.

The proposal is consistent with the OCP Form and Character Design Guidelines for Low & Mid-Rise Residential Development including providing ground-oriented units, landscaping, the usage of high-quality materials and includes varied architectural features on the building’s façade.

**3.0 Proposal**

**3.1 Project Description**

The applicant is proposing a four-storey apartment building on the subject property containing 44 residential units. The unit mix will consist of 9 two-bedroom with dens, 26 two-bedroom units, and 9 one bedroom with dens. Two of these units are ground-oriented and have direct access onto Osprey Avenue. The proposal includes structured parking accessed from the rear laneway and will include 52 resident parking stalls, 8 visitor stalls and 35 long-term bicycle stalls.

The development proposes a variety of materials that include wood grain metal panels, brick running bond, and stucco (medium grey, light grey, dark grey and pomegranate). The landscape plan includes small, medium, and large trees at the front and sides of the property. The form and character meets the majority of the OCP Development Permit Guidelines.

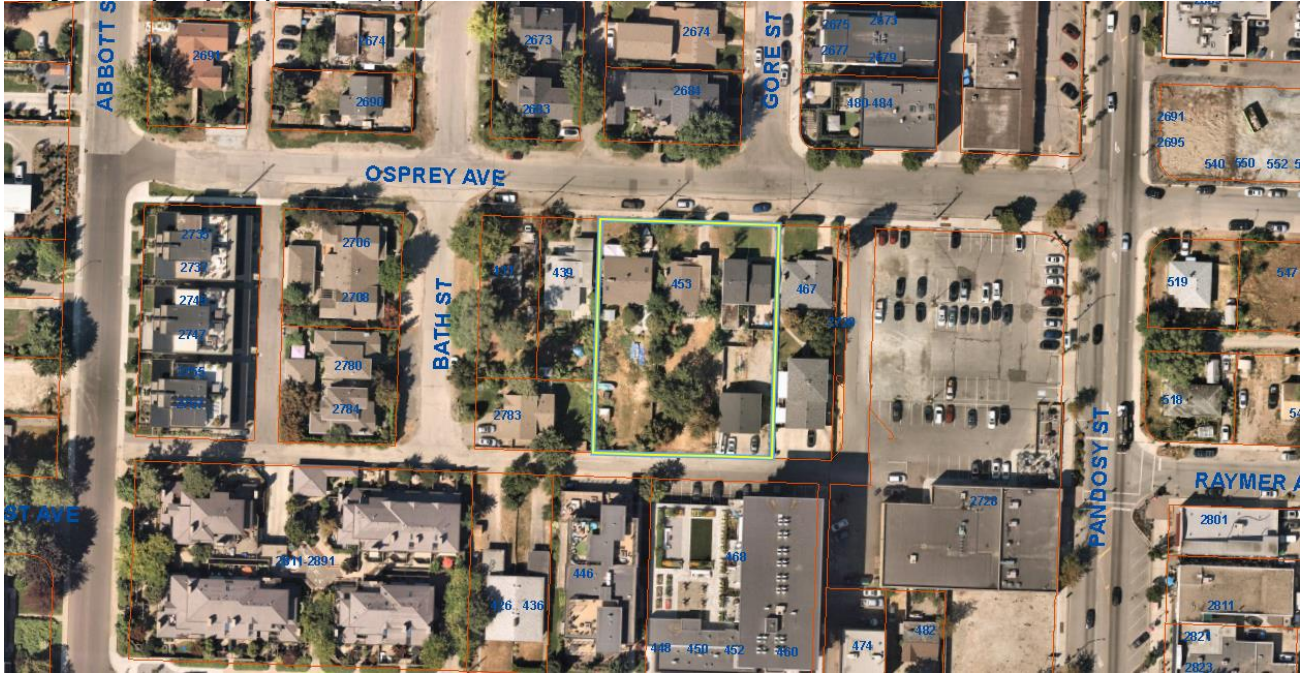
**3.2 Site Context**

The subject property is in the Pandosy Urban Centre and is located on Osprey Avenue, near the intersection with Pandosy Street. The surrounding area is primarily zoned UC5 – Pandosy Urban Centre and the surrounding area has a mix of single-dwelling housing, apartment housing and commercial. The project site consisted of three properties that have been consolidated into a single parcel.

Specifically, adjacent land uses are as follows:

| Orientation | Zoning                     | Land Use                |
|-------------|----------------------------|-------------------------|
| North       | UC5 – Pandosy Urban Centre | Single-Detached Housing |
| East        | UC5 – Pandosy Urban Centre | Single-Detached Housing |
| South       | UC5 – Pandosy Urban Centre | Apartment Housing       |
| West        | UC5 – Pandosy Urban Centre | Single-Detached Housing |

**Subject Property Map: 453 Osprey Avenue**



3.3 Zoning Analysis Table

| Zoning Analysis Table                |                       |                      |
|--------------------------------------|-----------------------|----------------------|
| CRITERIA                             | UC5 ZONE REQUIREMENTS | PROPOSAL             |
| Existing Lot/Subdivision Regulations |                       |                      |
| Min. Lot Area                        | 460 m <sup>2</sup>    | 2,731 m <sup>2</sup> |
| Min. Lot Width                       | 13.0 m                | 45.74 m              |
| Min. Lot Depth                       | 30.0 m                | 59.72 m              |
| Development Regulations              |                       |                      |
| Max. Floor Area Ratio                | 1.6                   | 1.51                 |
| Max. Site Coverage (buildings)       | 82.4%                 | 85%                  |
| Max. Height                          | 16.0 m / 4 storeys    | 16.0 m / 4 storeys   |
| Min. Front Yard                      | 2.0 m                 | 2.0 m                |
| Min. Side Yard (south)               | 0.0 m                 | 1.52 m               |
| Min. Side Yard (north)               | 0.0 m                 | 1.52 m               |
| Min. Rear Yard                       | 0.0 m                 | 0.0 m                |
| Other Regulations                    |                       |                      |
| Min. Parking Requirements            | 50                    | 60                   |
| Min. Long-Term Bicycle Parking       | 35                    | 35                   |
| Min. Short-Term Bicycle Parking      | 6                     | 6                    |
| Min. Common Amenity Space            | 176 m <sup>2</sup>    | 430 m <sup>2</sup>   |
| Min. Private Amenity Space           | 924 m <sup>2</sup>    | 1,411 m <sup>2</sup> |

**4.0 Current Development Policies**

|   |   |
|---|---|
| <b>Objective 4.1 Strengthen the Urban Centres as Kelowna’s primary hubs of activity.</b>  |   |
| Policy 4.1.6 High Density Residential Development   | Direct medium and high-density residential development to Urban Centres to provide a greater mix of housing near employment and to maximize the use of existing and new infrastructure, services, and amenities.<br><i>The proposal is a medium-high density residential development within the Pandosy Urban Centre.</i> |
| <b>Objective 4.12. Increase the diversity of housing types and tenures to create inclusive, affordable, and complete Urban Centres.</b> |   |
| Policy 4.12.1. Diverse Housing Forms.   | Ensure a diverse mix of medium density and high-density housing forms that support a variety of households, income levels and life stages.<br><i>The proposal offers a multi-family development in an existing single-dwelling housing neighbourhood.</i>   |

**5.0 Application Chronology**

Date of Application Received: October 7<sup>th</sup>, 2022

**Report prepared by:** Tyler Caswell, Planner II

**Reviewed by:** Lydia Korolchuk, Urban Planning Manager

**Reviewed by:** Terry Barton, Development Planning Department Manager

**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

**Attachments:**

Attachment A: Draft Development Permit DP22-0194

Schedule A: Site Plan and Floor Plans

Schedule B: Elevations

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines

# Development Permit

DP22-0194



This permit relates to land in the City of Kelowna municipally known as

**453 Osprey Ave**

and legally known as

**Lot A District Lot 14 ODYD Plan EPP120981**

and permits the land to be used for the following development:

## **Apartment Housing**

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

**Date of Council Approval:**      **March 13th, 2023**

Development Permit Area:      Form and Character

Existing Zone:      UC5 – Padosy Urban Centre

Future Land Use Designation:      UC – Urban Centre

**This Development Permit is valid for two (2) years from the date of approval, with no opportunity to extend.**

## **This is NOT a Building Permit.**

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

## **NOTICE**

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner:      1347431 BC Ltd., Inc. No. BC1347431

Applicant:      Meiklejohn Architects

\_\_\_\_\_  
Terry Barton  
Development Planning Department Manager  
Planning & Development Services

\_\_\_\_\_  
Date of Issuance



## 1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

## 2. CONDITIONS OF APPROVAL

THAT Council authorizes the issuance of Development Permit No. DP22-0194 for Lot A District Lot 14 ODYD Plan EPP120981 located at 453 Osprey Avenue, Kelowna, BC, 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 amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;

## 3. 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 Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer 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 enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property owner of the day. Should the Developer carry out the development as per the conditions of this permit, the security shall be returned to the Developer or his or her designate following proof of Substantial Compliance as defined in Bylaw No. 12310. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$109,300.00**


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.

## 4. INDEMNIFICATION

Upon commencement of the works authorized by this Permit the Developer covenants and agrees 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 said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, 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.

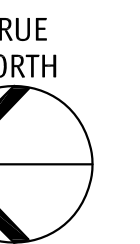
|  |    |
|--|----|
| <b>ATTACHMENT</b>  | A  |
| This forms part of application<br># DP22-0194  |    |
| Planner<br>Initials  | TC |
| <br>City of<br><b>Kelowna</b><br>DEVELOPMENT PLANNING |    |

The **PERMIT HOLDER** is the **CURRENT LAND OWNER**.  
Security shall **ONLY** be returned to the signatory of the  
Landscape Agreement or their designates.





2022-12-15  
REVISED  
DP



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| No. | Date       | Revision          |
|-----|------------|-------------------|
| 01  | 2022-09-27 | Issued DP         |
| 02  | 2022-12-15 | Issued revised DP |

Project Title  
**OSPREY AVE CONDO WITH PARKADE**

453 OSPREY AVENUE KELOWNA  
PLAN KAPS927 LOT 3 DL 14

Drawing Number

**A1.01**

DRAWINGS ARE NOT TO BE SCALE.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title  
**ZONING & CODE SUMMARY**

|         |             |
|---------|-------------|
| Date    | 2022-12-15  |
| Job No. | m+m 21-1940 |
| Scale   | AS SHOWN    |
| Drawn   | SN          |
| Checked | JM          |

**ZONING SUMMARY**

| ADDRESS   | 445, 453, 459 OSPREY AVE, KELOWNA BC   |   |
|---|--|---|
| LEGAL DESCRIPTION   | LOT 3 DL 14 PLAN KAPS927<br>PID: 010-237-763   |   |
| DEVELOPMENT PERMIT AREA                                     | YES  |   |
| EXISTING ZONING   | UC5  |   |
| PROPOSED ZONING   | UC5  |   |
| EXISTING LEGAL USE  | PANDOSY URBAN CENTRE   |   |
| GRADES  | EXISTING AVERAGE - FLAT  |   |
| NUMBER OF NEW BUILDINGS                                     | ONE  |   |
| UC5 SOUTH PANDOSY URBAN CENTRE                              |  |   |
| CRITERIA  | STANDARD   | PROPOSAL                                      |
| MINIMUM LOT WIDTH   | 40.0m except 13.0m if site abuts a lane  | ±45.735 m                                     |
| MINIMUM LOT DEPTH   | 30.0 m   | ±59.723 m                                     |
| MINIMUM LOT AREA  | 1,200 sm except 460 sm if site abuts a lane  | ±29,396 sf<br>±2,731 sm                       |
| MAXIMUM LOT AREA  | N.A.   | N.A.  |
| Table 8.3 off-street parking Coverage                       | 50.2   | 60  |
| Max. density  | max site coverage of all buildings = 85% (2040 OCP)<br>max site coverage of all buildings, structures and impermeable surfaces = 100% or 90% | 82.4%   |
| Max. height   | min density & max base density FAR = 1.6<br>max. base height 4 storeys & 16m for 0 setback   | 4,121 / 2,731 sm<br>± 1.51<br>4 storeys & 16m |
| Min front yard and flanking side yard setback               | 2.0m for ground oriented residential units   | 2.0 m   |
| Min building setback from front yard and flanking side yard | N.A.   | N.A.  |
| Min side yard east setback                                  | 0.0 m  | +/-1.52 m                                     |
| Min side yard west setback                                  | 0.0 m  | +/-1.52 m                                     |
| Min rear yard setback                                       | 0.0 m  | 0.0 m   |
| Min common and private amenity space                        | 44 - 2 bed<br>1,100 sm<br>total 1,100 sm   | 1,864 sm                                      |
| Bicycle   |  |   |
| RESIDENTIAL LONG TERM                                       | 35.3   | 35  |
| RESIDENTIAL SHORT TERM                                      | 6.0  | 6.0   |
| NUMBER OF LOADING SPACES                                    | N.A.   | N.A.  |
| Parking setbacks  |  |   |
| FRONT (NORTH) OSPREY AVE                                    | 0.0 m  | N.A.  |
| SIDE (EAST)   | 0.0 m  | N.A.  |
| SIDE (WEST)   | 0.0 m  | N.A.  |
| REAR (SOUTH) LANE   | 0.0 m  | N.A.  |
| DRIVE AISLE WIDTH (m) (IF PROPOSED)                         | 6.5m   | 7.0m  |

| Coverage          |           |          |        |
|-------------------|-----------|----------|--------|
| Max site coverage |           |          | 85%    |
| L1 footprint      | 24,217 sf | 2,250 sm |        |
| site coverage     |           |          | ±82.4% |

| BUILDING AREA not more than 4-storey building height 3.2.2.50         |       |         |  |
|---|-------|---------|--|
|   | sm    | sf      |  |
| Required Max. Building Area   | 2,250 | 24,219  |  |
| Proposed Building Footprint Area include projection of building above | 2,250 | ±24,217 |  |

| Parking calculations (table 8.2.7 & 8.3)           |                           |             |                      |                            |             |          |
|--|---------------------------|-------------|----------------------|----------------------------|-------------|----------|
| VISITOR STALL                                      |                           |             | REQUIRED             |                            |             |          |
| MIN 0.14 SPACES & MAX 0.2 SPACES PER DWELLING UNIT |                           |             | Visitor = 6.2        |                            |             |          |
| 44 UNITS X 0.14 SPACES                             |                           |             | Resid = 44           |                            |             |          |
| STALL SIZE   | WIDTH                     | LENGTH      | HEIGHT               |                            |             |          |
| REGULAR SIZE STALL                                 | 8'-3"                     | 2.5m        | 19'-6"               | 6.0m                       | 6'-7" 2.0m  |          |
| SMALL SIZE STALL (50% max)                         | 7'-6"                     | 2.3m        | 15'-0"               | 4.8m                       | 6'-7" 2.0m  |          |
| ACCESSIBLE STALL                                   | 12'-0"                    | 3.9m        | 19'-6"               | 6.0m                       | 6'-7" 2.3m  |          |
| VAN ACCESSIBLE STALL                               | 15'-9"                    | 4.8m        | 19'-6"               | 6.0m                       | 7'-7" 2.3m  |          |
| REGULAR PARALLEL STALL                             | 8'-7"                     | 2.6m        | 23'-0"               | 7.0m                       | 7'-7" 2.3m  |          |
| SMALL PARALLEL STALL                               | 8'-3"                     | 2.5m        | 21'-4"               | 6.5m                       | 6'-7" 2.0m  |          |
| DRIVE AISLES (2-way 90° pkg)                       | 21'-4"                    | 6.5m        | -                    | -                          | 6'-7" 2.0m  |          |
| LOADING AREA                                       | 28 sm                     | 3.0 m width | 4.0 m overhead clear | Loading Area: not required |             |          |
| RESIDENTIAL  |                           |             |                      |                            |             |          |
| type   | min.                      | max.        | T                    | no of unit                 | no of stall |          |
| bachelor   | 0.8                       | 1.25        | A                    | 3                          | 3.0         |          |
| 1b   | 0.9                       | 1.25        | B                    | 9                          | 9.0         |          |
| 2b or more   | 1.0                       | 1.50        | C                    | 9                          | 9.0         |          |
|  |                           |             | D                    | 3                          | 3.0         |          |
|  |                           |             | E                    | 3                          | 3.0         |          |
|  |                           |             | F                    | 3                          | 3.0         |          |
|  |                           |             | G                    | 6                          | 6.0         |          |
|  |                           |             | H                    | 3                          | 3.0         |          |
|  |                           |             | J                    | 3                          | 3.0         |          |
| Required Resid visitor - 0.14 / unit               |                           |             |                      | 44 unit x 0.14             | 6.2         |          |
| Required Visitor                                   |                           |             |                      |                            | 6.2         |          |
| Required   | Total Required Resid      |             |                      |                            | 50.2        |          |
| Provided   | Full                      | SC          | HC VIS.              | HC VAN                     | VISITOR     | SUBTOTAL |
|  | 12                        | 2           |                      |                            | 2           | 16       |
|  | 10                        | 2           | 1                    |                            | 3           | 16       |
|  | 11                        |             |                      | 1                          |             | 12       |
|  | 16                        |             |                      |                            |             | 16       |
| Total  | 49                        | 4           | 1                    | 1                          | 5           | 60       |
| Provided   |                           |             |                      |                            |             | 60.0     |
| Loading area                                       | 1 per 1,900 sm GFA        |             |                      |                            |             |          |
| Required   | 1 (size: 30' 0" x 10' 0") |             |                      |                            |             |          |
| Not Required                                       |                           |             |                      |                            |             |          |

| RESID NFA |      |    |    |    |    |            |         |         |               |               |
|-----------|------|----|----|----|----|------------|---------|---------|---------------|---------------|
|           | type | L1 | L2 | L3 | L4 | unit count | area sf | area sm | total area sf | total area sm |
| 2b        | T    | 2  | -  | -  | -  | 2          | 946     | 87.9    | 1,892         | 176           |
| 2b+d      | A    | -  | 1  | 1  | 1  | 3          | 1,260   | 117.1   | 3,780         | 351           |
| 1b+d      | B    | -  | 3  | 3  | 3  | 9          | 777     | 72.2    | 6,993         | 650           |
| 2b        | C    | -  | 3  | 3  | 3  | 9          | 880     | 81.8    | 7,920         | 736           |
| 2b+d      | D    | -  | 1  | 1  | 1  | 3          | 1,211   | 112.5   | 3,633         | 338           |
| 2b+d      | E    | -  | 1  | 1  | 1  | 3          | 1,227   | 114.0   | 3,681         | 342           |
| 2b        | F    | -  | 1  | 1  | 1  | 3          | 1,100   | 102.2   | 3,300         | 307           |
| 2b        | G    | -  | 2  | 2  | 2  | 6          | 930     | 86.4    | 5,580         | 518           |
| 2b        | H    | -  | 1  | 1  | 1  | 3          | 1,252   | 116.3   | 3,756         | 349           |
| 2b        | J    | -  | 1  | 1  | 1  | 3          | 1,276   | 118.5   | 3,828         | 358           |
| TOTAL     |      | 2  | 14 | 14 | 14 | 44         |         |         | 44,363        | 4,121         |

| COMMON & AMENITY SPACE 14.11 (pg 155)                 |   |       |         |
|---|---|-------|---------|
| Page 144  | 4.0 sm per unit of common and private amenity space, accessible to all residents and not located within required setback areas. |       | sm      |
|   | bachelor  |       | 7.5     |
|   | 1 bed   |       | 15.0    |
|   | 1 bed or more   |       | 25.0    |
|   | 2 bed, 44 units x 25.0  |       | 1,100.0 |
| Required resid common amenity for resid = 4.0 sm x 44 |   |       | 176.0   |
| Required resid amenity                                |   |       | 924.0   |
| PROVIDED  | sm  | sf    |         |
| LEVEL 1 landscape                                     | 1,227   | 179.3 |         |
|   | 463   | 43.0  |         |
|   | 1,865   | 173.3 |         |
|   |   |       | 3,555   |
|   |   |       | 330     |
| LEVEL 1   |   |       |         |
| townhouse deck-1                                      | 177   | 16.4  |         |
| townhouse deck-2                                      | 177   | 16.4  |         |
|   |   |       | 354     |
|   |   |       | 33      |
| LEVEL 2   |   |       |         |
| deck  | 3,340   | 310.3 |         |
|   | 157   | 14.6  |         |
|   | 4,712   | 437.8 |         |
|   |   |       | 8,209   |
|   |   |       | 763     |
| LEVEL 3   |   |       |         |
| balcony   | 1,490   | 138.4 |         |
|   | 157   | 14.6  |         |
|   | 419   | 38.9  |         |
|   | 211   | 19.6  |         |
|   | 211   | 19.6  |         |
|   | 211   | 19.6  |         |
|   | 423   | 39.3  |         |
|   | 192   | 17.8  |         |
|   |   |       | 3,314   |
|   |   |       | 308     |
| LEVEL 4   |   |       |         |
|   |   |       | 15,191  |
|   |   |       | 1,411   |
|   |   |       | 4,631   |
|   |   |       | 430     |
|   |   |       | 924     |
|   |   |       | 176     |

| OCCUPANT LOAD TABLE 3.1.17.1. |                                   |            |
|-------------------------------|-----------------------------------|------------|
| PARKADE LEVEL 1:              | 46sm / PERSON X 1,705 sm          | 37 PERSONS |
| TOWNHOUSE :                   |                                   |            |
| LEVEL 1                       | 2 PERSONS / SLEEPING RMS x 4 RMS  | 8 PERSONS  |
| CONDO LEVELS :                |                                   |            |
| LEVEL 2                       | 2 PERSONS / SLEEPING RMS x 25 RMS | 50 PERSONS |
| LEVEL 3                       | 2 PERSONS / SLEEPING RMS x 25 RMS | 50 PERSONS |
| LEVEL 4                       | 2 PERSONS / SLEEPING RMS x 25 RMS | 50 PERSONS |

| EXIT FACILITIES                         |  |  |
|---|--|--|
| CONDO REQUIRED EXITS                    | 2 MIN. PER FLOOR                             | 3.1 to 3.6   |
|   | min. 800mm door width as per 3.4.3.2.(A)     |  |
|   | min. 1100mm stair width as per 3.4.3.2.(A)   |  |
| PARKADE LEVEL 1 (doors):                | 6.1mm/person x 37 persons = 800 mm MIN.      | 4 doors @ 3'-0" width = 12'-0" (3.658mm)             |
| RESIDENTIAL LEVELS:                     |  |  |
| LEVEL 2 - 4 (doors)                     | 6.1mm/person x 50 persons max = 800 mm MIN.  | 2 doors @ 3'-0" width (per floor) = 6'-0" (1829mm)   |
| LEVEL 2 - 4 (stairs)                    | 8.0mm/person x 50 persons max = 1100 mm MIN. | 2 stairs @ 3'-10" width (per floor) = 7'-8" (2337mm) |
| RESIDENTIAL UNITS (INCLUDING TOWNHOUSE) | min. 1 door @ 800mm (each unit)              | 36" (914mm) door @ each unit                         |
| EXIT THROUGH LOBBY                      | CONDO  | TOWNHOUSE  |
| PANIC HARDWARE REQ'D                    | YES (at exterior stair & lobby doors)        | NO   |
| EXIT EXPOSURE                           | OK   | 3.2.3.13.  |
| MAX. TRAVEL DISTANCE                    | 45m  | 3.4.2.5.(1)  |
| EXIT RATINGS REQUIRED:                  |  |  |
| STAIR SHAFTS                            | 1 HR (1.5 HR @ Parkade)                      | 3.4.4.1.   |
| CORRIDORS                               | 1 HR   | 3.3.2.6.(4)  |

| BICYCLE PARKING 8.5 (pg 97)         |       |        |                                    |                |  |  |
|-------------------------------------|-------|--------|------------------------------------|----------------|--|--|
| REQUIRED LONG TERM                  | width | length |                                    |                |  |  |
| TYPE #UNIT #BED #BIKE REQUIRED BIKE | 24"   | 0.6m   | 72"                                | 1.8m           |  |  |
|                                     |       |        | bachelor, 1b, 2b = 0.75            |                |  |  |
|                                     |       |        | 3b = 1.0                           |                |  |  |
| T 2 2b 0.0 0.0                      |       |        | SHORT TERM                         | 6 per entrance |  |  |
| A 3 2b+d 1.00 3.00                  |       |        | PROVIDED LONG TERM                 |                |  |  |
| B 9 1b+d 0.75 6.75                  |       |        | wall mount bike in front of car    | 7              |  |  |
| C 9 2b 0.75 6.75                    |       |        | ground anchored rack (bylaw 8.5.6) | 17             |  |  |
| D 3 2b+d 1.00 3.00                  |       |        | wall mounted rack                  | 10             |  |  |
| E 3 2b+d 1.00 3.00                  |       |        | Total                              | 34             |  |  |
| F 3 2b 0.75 2.25                    |       |        | PROVIDED SHORT TERM (1 ENTRANCE)   | 6              |  |  |
| G 6 2b 0.75 4.50                    |       |        |                                    |                |  |  |
| H 3 2b 0.75 2.25                    |       |        |                                    |                |  |  |
| J 3 2b 0.75 2.25                    |       |        |                                    |                |  |  |
| TOTAL                               |       |        | 33.75                              |                |  |  |
| TOTAL REQUIRED                      |       |        | 34                                 |                |  |  |

| BUILDING CODE REVIEW BCBC 2018 |                       |                       |          |
|--------------------------------|-----------------------|-----------------------|----------|
| OCCUPANCY                      | GROUP C               | GROUP F3              |          |
| ARTICLE                        | 3.2.2.50              | 3.2.2.50.(5)          |          |
| NO. OF STOREYS                 | 4 STOREY              | 4 STOREY              |          |
| NO. OF STREETS FACING          | 1                     | 1                     |          |
| BUILDING AREAS:                | PROPOSED CODE MAX.    | PROPOSED CODE MAX.    |          |
|                                | 2,250 sm              | 2,250 sm              | 2,250 sm |
| CONSTRUCTION TYPE              | COMBUST./NON-COMBUST. | COMBUST./NON-COMBUST. |          |
| SPRINKLERED                    | YES                   | YES                   |          |
| ASSEMBLY RATINGS:              |                       |                       |          |
| FLOOR                          | 1 HR                  | 1.5 HR                |          |
| WALLS / BEARING STRUCTURE      | 1 HR                  | 1.5 HR                |          |
| ROOFS                          | 1 HR                  | 1.5 HR                |          |

| FIRE PROTECTION: 3.2.4./ 3.2.5./ 3.2.6. |                                  |                |
|---|----------------------------------|----------------|
| LOCATION OF HYDRANT :                   | 45 m MAX. TO SIAMSESE CONNECTION | 3.2.5.15.      |
| STANDPIPEHOSE                           | YES                              | 3.2.5.8.       |
| SPRINKLERED                             | YES (NFPA 13R)                   |                |
| FIRE ALARM SYSTEM                       | YES                              | 3.2.4.1.(2)(f) |
| EXIT LIGHTS                             | YES                              |                |
| EMERGENCY LIGHTING                      | YES                              |                |

| REQUIRED FIRE SEPARATIONS 3.1.3.1. |                           |
|------------------------------------|---------------------------|
| MAJOR OCCUPANCIES                  | CONDO / TOWNHOUSE         |
| GROUP C TO C                       | 1 HR                      |
| GROUP F3 TO C                      | 1.5 HR                    |
| SERVICES ROOMS                     | 1 HR                      |
| JANITOR ROOM                       | Non-Rated Fire Separation |

| BUILDING FIRE SAFETY         |             |           |
|------------------------------|-------------|-----------|
| SOFFIT PROTECTION            | N/A         | 3.2.3.16. |
| FLAME SPREAD RATINGS         | COMPLY WITH | 3.1.13.2  |
| METAL DECK ASSEMBLIES        | N/A         | 3.1.14.2. |
| ROOF COVERING CLASSIFICATION | CLASS "A"   | 3.1.15.2. |
| ATTIC FIRESTOPS              | YES         | 3.1.11.   |
| MAX. ATTIC AREA              | 300 sm      | 3.1.11.5. |
| MAX. CRAWLSPACE AREA         | N/A         | 3.1.11.6. |
| CONCEALED FLOOR AREA         | N/A         | 3.1.11.5. |

| ACCESSIBILITY REQUIREMENTS 3.8. |          |          |
|---------------------------------|----------|----------|
|                                 | CONDO:   |          |
|                                 | REQUIRED | PROVIDED |
| ACCESS TO MAIN ENTRANCES        | YES      | YES      |
| ACCESS TO ALL FLOORS            | NO       | YES      |
| ACCESSIBLE WASHROOM             | NO       | NO       |

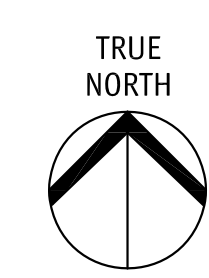
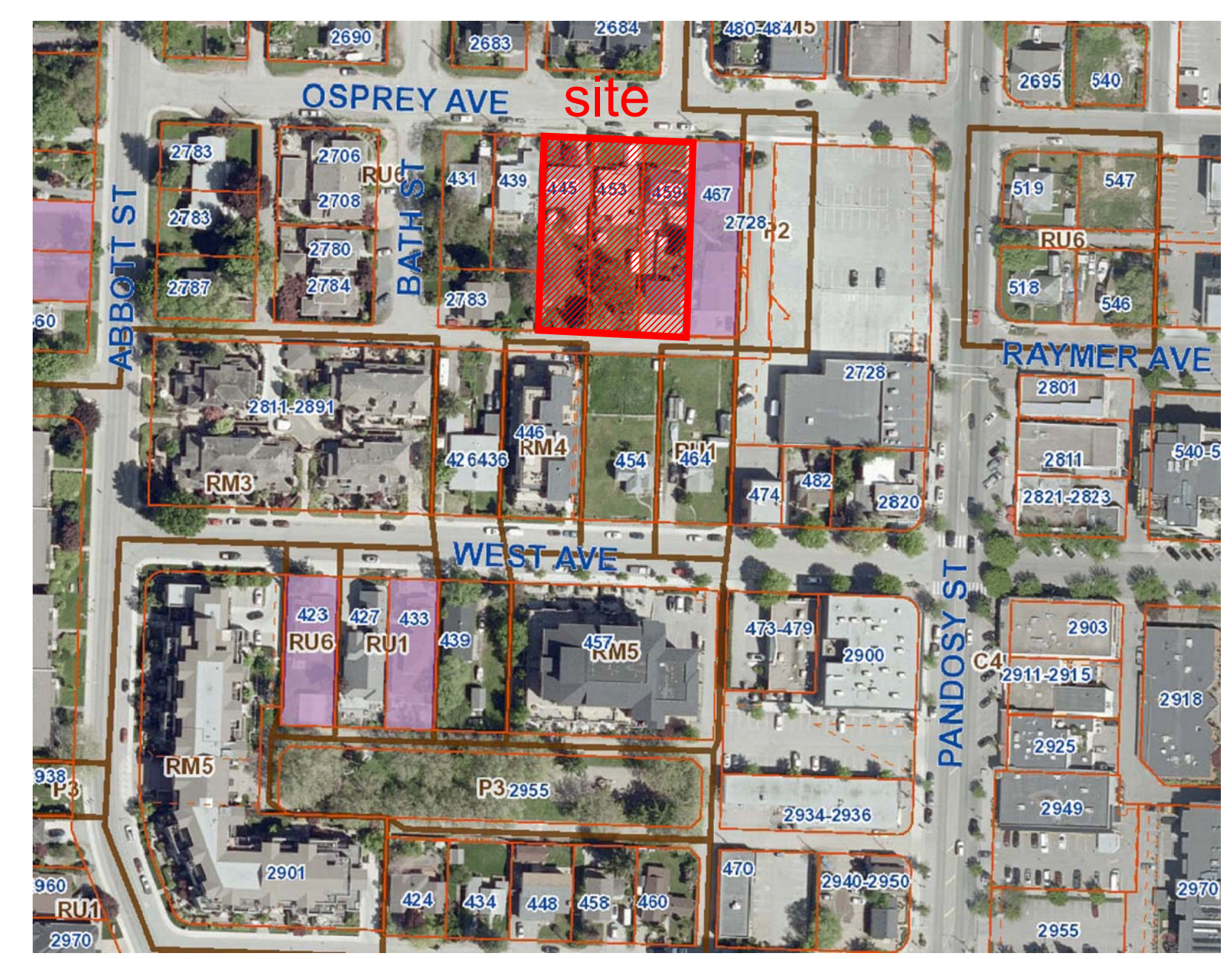
| WASHROOM FIXTURES REQUIREMENTS |              |
|--------------------------------|--------------|
| MIN. 1 REOD./ DWELLING UNIT    | 3.7.2.2.(11) |

| SPATIAL SEPARATION: 3.2.3.1.D |                                |                       |   |
|-------------------------------|--------------------------------|-----------------------|---|
|                               | EAST / WEST PARKADE WALLS ONLY | SOUTH WALLS           | North, East, West CONDO WALLS   |
| WALL AREA                     | ±172sm                         | ±96sm (MAX.)          | window openings & walls construction un-restricted, limiting distance exceeds 7.0m (residential) or building faces a street in accordance with 3.2.3.10.(2) |
| OPENING AREA                  | ±8sm (MAX.)                    | ±29sm (MAX.)          |   |
| % PROVIDED                    | ±4.7%                          | ±30.2%                |   |
| LIMITING DISTANCE             | 1.52m                          | 3.0m                  |   |
| % PERMITTED                   | ±14%                           | ±26%                  |   |
| CONSTRUCTION TYPE             | COMBUST./NON-COMBUST.          | COMBUST./NON-COMBUST. |   |
| CLADDING MATERIAL             | NON-COMBUSTIBLE                | NON-COMBUSTIBLE       |   |
| REQUIRED RATINGS              | 1 HOUR                         | 45 MINUTES            |   |

**SCHEDULE A**

This forms part of application # DP22-0194

Planner Initials **TC**



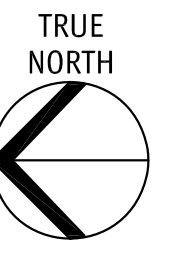








2022-12-15  
 REVISED  
 DP



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| No. | Date       | Revision          |
|-----|------------|-------------------|
| 01  | 2022-09-27 | Issued DP         |
| 02  | 2022-12-15 | Issued revised DP |

Project Title  
**OSPREY AVE CONDO WITH PARKADE**

453 OSPREY AVENUE KELOWNA  
 PLAN KAPS927 LOT 3 DL 14

Drawing Number

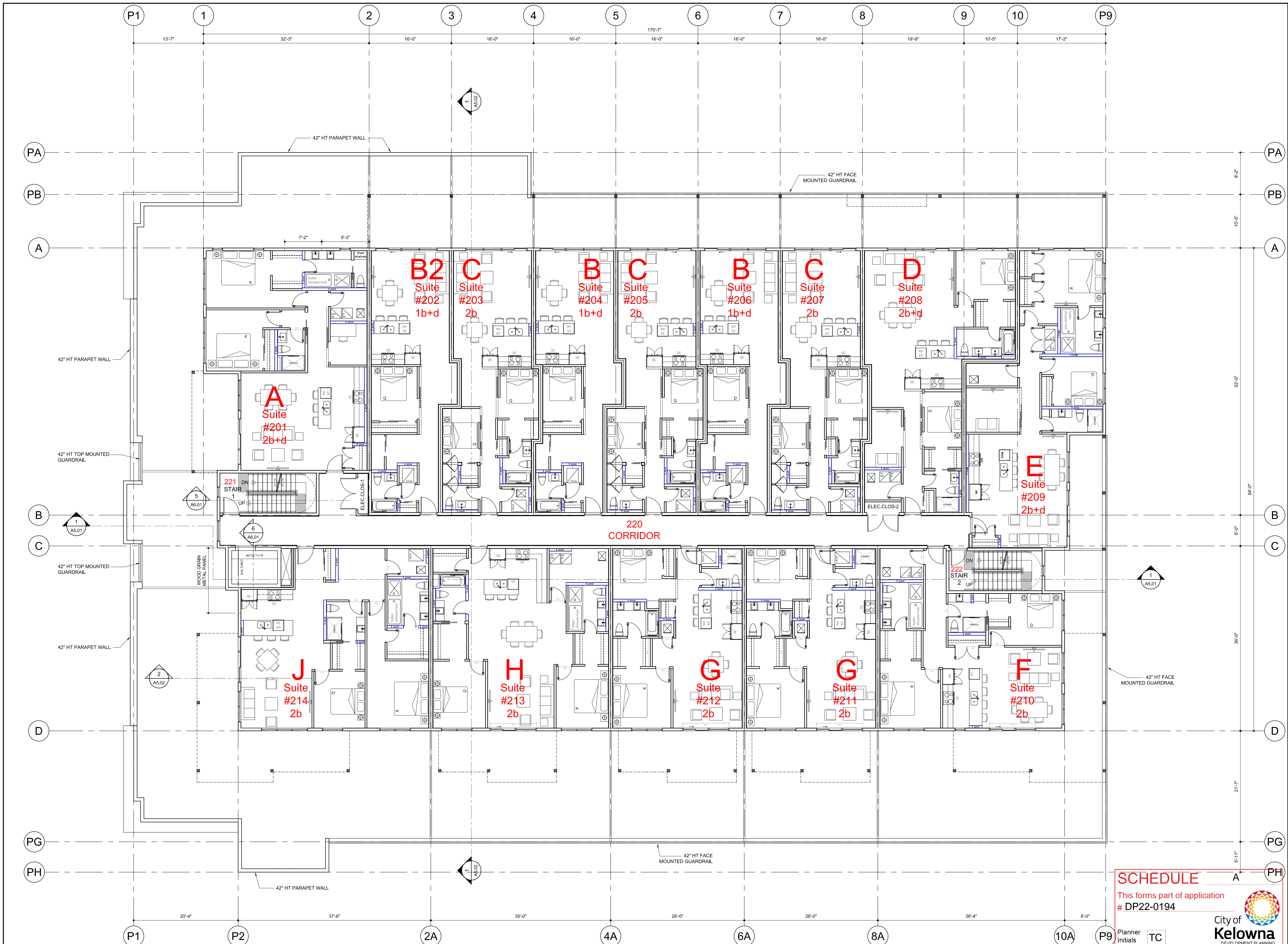
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DRAWINGS ARE NOT TO BE SCALED.  
 ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title  
**LEVEL 2**

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

|         |             |
|---------|-------------|
| Date    | 2022-12-15  |
| Job No. | m+m 21-1940 |
| Scale   | AS SHOWN    |
| Drawn   | SN          |
| Checked | JM          |

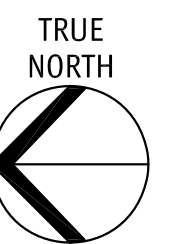


**SCHEDULE**  
 This forms part of application  
 # DP22-0194

Planner Initials **TC**



2022-12-15  
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 DP



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| 01  | 2022-09-27 | Issued DP         |
| 02  | 2022-12-15 | Issued revised DP |

Project Title  
**OSPREY AVE CONDO  
 WITH PARKADE**

453 OSPREY AVENUE KELOWNA  
 PLAN KAPS927 LOT 3 DL 14

Drawing Number

**A3.03**

DRAWINGS ARE NOT TO BE SCALED.  
 ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title  
**LEVEL 3**

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

|         |             |
|---------|-------------|
| Date    | 2022-12-15  |
| Job No. | m+m 21-1940 |
| Scale   | AS SHOWN    |
| Drawn   | SN          |
| Checked | JM          |



**SCHEDULE**  
 This forms part of application  
 # DP22-0194

Planner Initials **TC**

City of Kelowna  
 DEVELOPMENT PLANNING





























Google Earth  
Image Landsat / Copernicus

468  
West Ave

site

**SCHEDULE B**  
 This forms part of application  
 # DP22-0194  
 Planner Initials TC

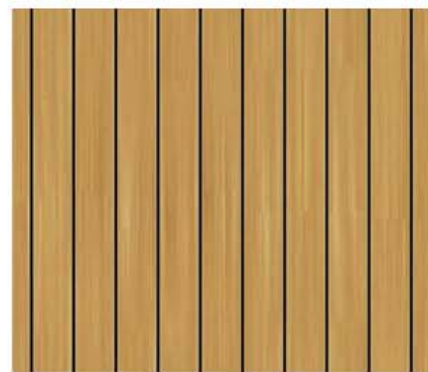






**SCHEDULE B**  
 This forms part of application  
 # DP22-0194  
 Planner Initials TC  
 City of Kelowna  
 DEVELOPMENT PLANNING

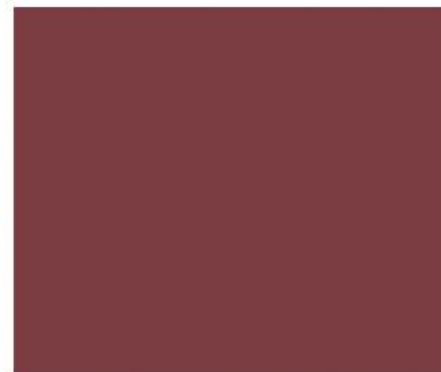




wood grain metal panel



brick running bond



BM Pomegranate AF-295



medium grey stucco



light grey stucco



dark grey stucco

**SCHEDULE B**  
 This forms part of application  
 # DP22-0194  
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**SCHEDULE** B  
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**SCHEDULE** B

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City of  
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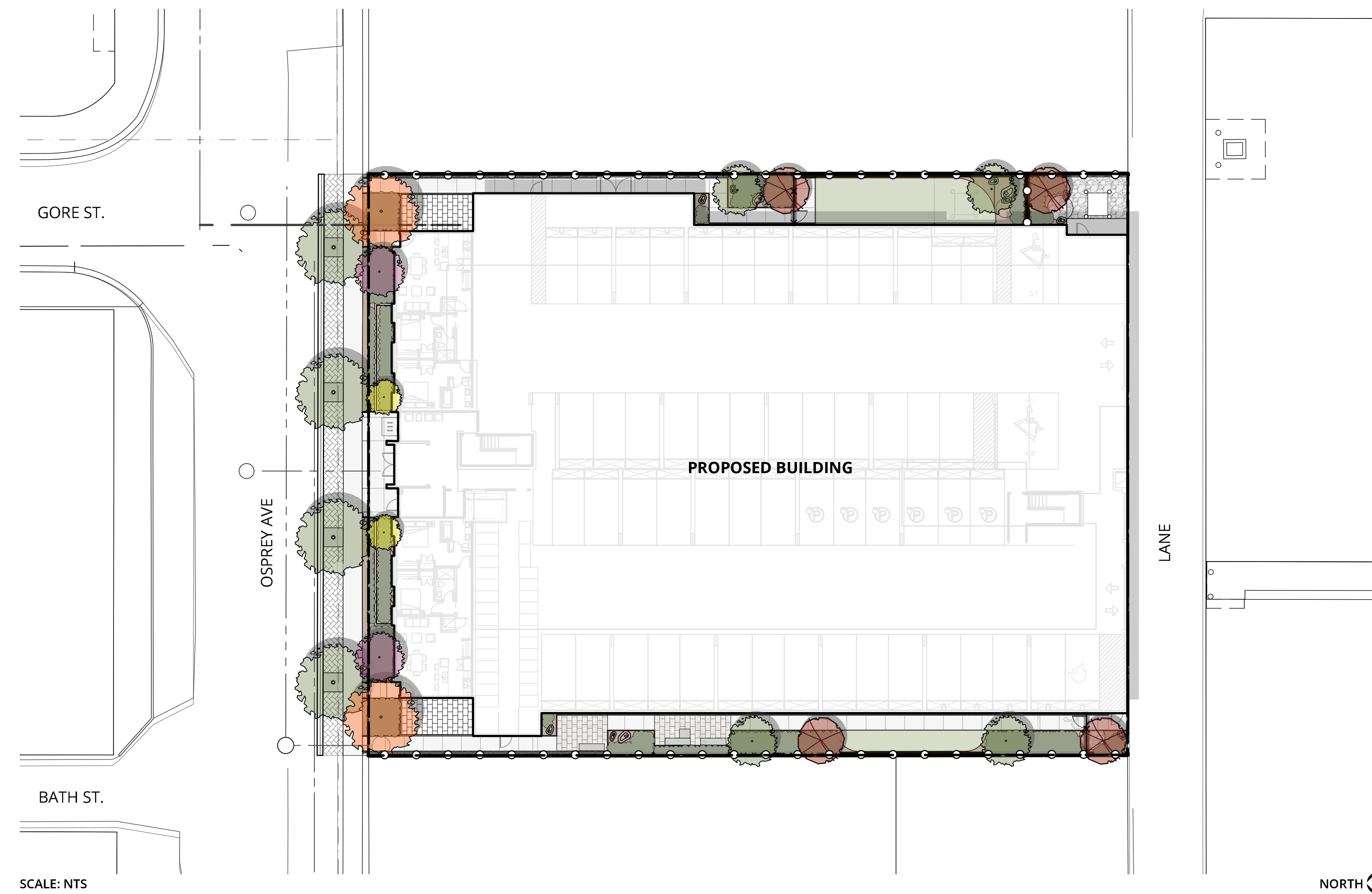
# PANDOSY LAND DEVELOPMENTS JV

## 445/453/459 OSPREY AVENUE DEVELOPMENT

KELOWNA

LANDSCAPE PLAN - DEVELOPMENT PERMIT

DECEMBER 14, 2022



**SCHEDULE C**

This forms part of application  
# DP22-0194

Planner Initials **TC**

City of **Kelowna**  
DEVELOPMENT PLANNING



**LEGEND:**

- (2) Syringa reticulata
- (2) Sorbus aucuparia
- PROPOSED TREE
- PROPERTY LINE
- 1.8m WOOD PRIVACY FENCE
- METAL FENCE WITH GATE
- CONCRETE PAVING (REFER ARCHITECT)
- HYDRO-PRESSED PAVERS
- UNIT PAVERS
- RIVER ROCK (TYP.)
- BARK MULCH
- ARTIFICIAL TURF
- MIXED PLANTING AREA
- BENCH
- BIKE RACK

- NOTES:**
- THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
  - ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION). ALL PLANTING BEDS TO RECEIVE 50mm OF COMPOSTED BARK MULCH.
  - ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM. ALL PLANTING AREAS TO RECEIVE MEDIUM AS FOLLOWS:  
LAWN AREAS: 150mm MIN. DEPTH  
SHRUB AREAS: 300mm MIN. DEPTH  
TREES: 1000mm MIN. DEPTH OR TO PLANTER DEPTHS.

**PLANT LIST - ON SITE**

| QTY  | BOTANICAL NAME                         | COMMON NAME              | SIZE    | ROOT   | Mature Plant Size (Ht.xWd.) | SPACING  |
|--|--|--------------------------|---------|--------|-----------------------------|----------|
| <b>Trees</b>                               |  |                          |         |        |                             |          |
| 2  | <i>Acer palmatum 'Bloodgood'</i>       | Bloodgood Japanese Maple | 6cm Cal | B&B    | 4.5 x 4.5m                  | 4.5m o/c |
| 2  | <i>Cercidiphyllum japonicum</i>        | Katsura Tree             | 6cm Cal | B&B    | 10 x 7m                     | 7m o/c   |
| 4  | <i>Sorbus aucuparia 'Black Hawk'</i>   | Black Hawk Mountain Ash  | 6cm Cal | B&B    | 9 x 3.5m                    | 3.5m o/c |
| 6  | <i>Syringa reticulata 'Ivory Silk'</i> | Ivory Silk Tree          | 6cm Cal | B&B    | 7.5 x 6m                    | 6m o/c   |
| <b>Shrubs, Grasses, &amp; Groundcovers</b> |  |                          |         |        |                             |          |
| 6  | <i>Berberis thunbergii 'Monbomb'</i>   | Monbomb Barberry         | #02     | Potted | 0.9 x 0.9m                  | 0.9m o/c |
| 6  | <i>Buxus 'Green Gem'</i>               | Green Gem Boxwood        | #02     | Potted | 1.2 x 0.9m                  | 0.9m o/c |
| 14   | <i>Hakonechloa macra 'aureola'</i>     | Hakone Grass             | #01     | Potted | 0.6 x 0.6m                  | 0.6m o/c |
| 4  | <i>Hydrangea paniculata 'Dharma'</i>   | Dharma Pee Gee Hydrangea | #01     | Potted | 2.4 x 2.4m                  | 2.4m o/c |
| 60   | <i>Pachysandra terminalis</i>          | Japanese Spurge          | #02     | Potted | 0.1 x 0.2m                  | 0.3m o/c |
| 8  | <i>Rosa 'Morden Blush'</i>             | Morden Blush Rose        | #02     | Potted | 0.9 x 0.9m                  | 0.9m o/c |
| 8  | <i>Sambucus nigra 'Black Lace'</i>     | Black Lace Elderberry    | #02     | Potted | 1.8 x 1.8m                  | 1.8m o/c |
| 16   | <i>Taxus medis 'Tauntonii'</i>         | Tauntonii Yew            | #02     | Potted | 1.2 x 1.5m                  | 1.5m o/c |

**SCHEDULE C**

This forms part of application # DP22-0194

City of Kelowna DEVELOPMENT PLANNING



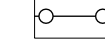
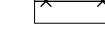









Planner Initials: TC

**ISSUED FOR:**

| NO. | DESCRIPTION                      | DATE       |
|-----|----------------------------------|------------|
| 2   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-12-14 |
| 1   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-09-27 |
| 0   | ISSUED FOR DEVELOPMENT PERMIT    | 2022-06-17 |



**LEGEND:**

-  PROPOSED TREE
-  PROPERTY LINE
-  1.8m WOOD PRIVACY FENCE
-  METAL FENCE WITH GATE
-  CONCRETE PAVING (REFER ARCHITECT)
-  HYDROPPRESSED PAVERS
-  UNIT PAVERS
-  RIVER ROCK
-  BARK MULCH
-  ARTIFICIAL TURF
-  MIXED PLANTING AREA
-  BENCH
-  BIKE RACK

**NOTES:**

1. THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
2. ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION). ALL PLANTING BEDS TO RECEIVE 50mm OF COMPOSTED BARK MULCH.
3. ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.
4. ALL PLANTING AREAS TO RECEIVE IMPORT TOPSOIL/GROWING MEDIUM AS FOLLOWS:  
LAWN AREAS: 150mm MIN. DEPTH  
SHRUB AREAS: 300mm MIN. DEPTH  
TREES: 1000mm MIN. DEPTH OR TO PLANTER DEPTHS.

| PLANT LIST - OFF SITE |                                   |                 |         |      |                           |         |
|-----------------------|-----------------------------------|-----------------|---------|------|---------------------------|---------|
| QTY                   | BOTANICAL NAME                    | COMMON NAME     | SIZE    | ROOT | Mature Plant Size (HxWd.) | SPACING |
| <b>Trees</b>          |                                   |                 |         |      |                           |         |
| 4                     | <i>Acer rubrum</i><br>"Northwood" | Northwood Maple | 6cm Cal | B&B  | 12 x 9m                   | 9m o/c  |

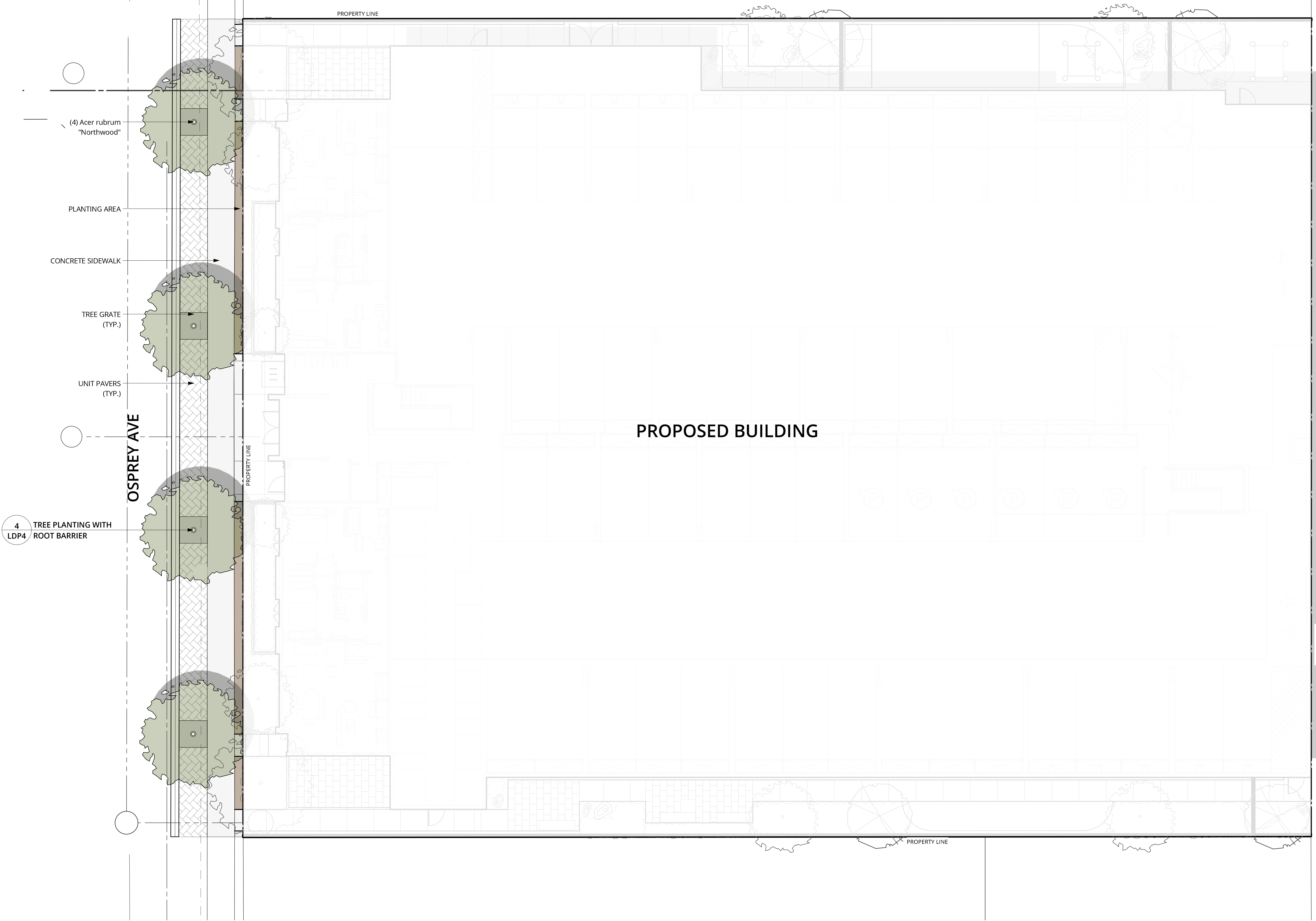
SCHEDULE C

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Planner Initials TC

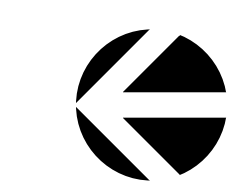


**City of Kelowna**  
DEVELOPMENT PLANNING



SEAL

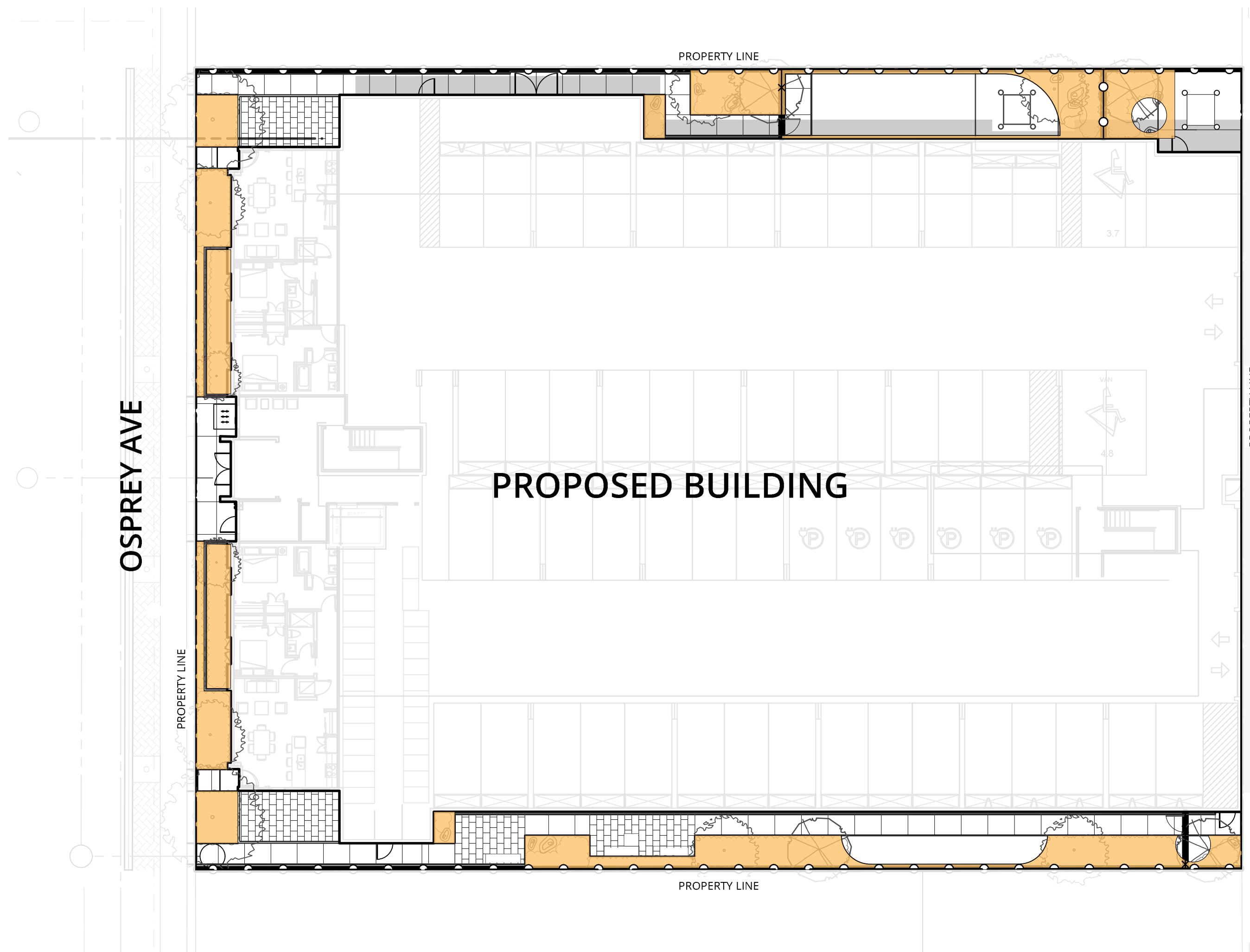
NORTH



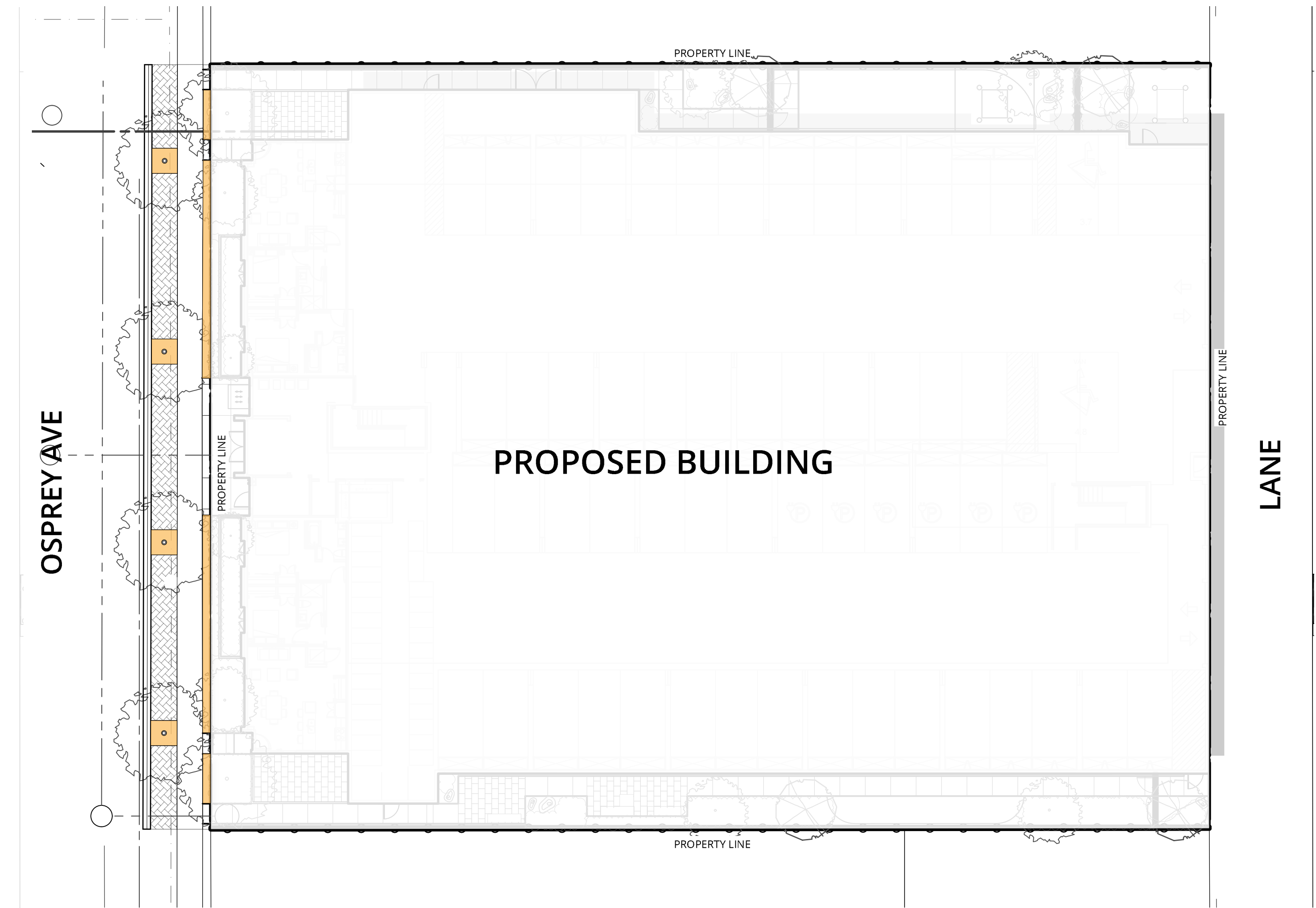
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| NO. | DESCRIPTION                      | DATE       |
|-----|----------------------------------|------------|
| 2   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-12-14 |
| 1   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-09-27 |
| 0   | ISSUED FOR DEVELOPMENT PERMIT    | 2022-06-17 |



ON SITE



OFF SITE

**SCHEDULE C**

This forms part of application  
 # DP22-0194

Planner Initials **TC**



City of  
**Kelowna**  
 DEVELOPMENT PLANNING

# 445/453/459 OSPREY AVE DEVELOPMENT

## PANDOSY LAND DEVELOPMENTS JV


ISSUED FOR:

| NO. | DESCRIPTION                      | DATE       |
|-----|----------------------------------|------------|
| 2   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-12-14 |
| 1   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-09-27 |
| 0   | ISSUED FOR DEVELOPMENT PERMIT    | 2022-06-17 |





1 BIKE RACK  
LDP 4 NTS



PRODUCT SPECIFICATIONS

### PET PLATINUM

Offering superior durability in high foot traffic areas is what sets this artificial grass variety apart from the rest of the pack. Ideal turf for a multitude of applications where durability and reliability matter.

|                        |   |
|------------------------|---|
| SKU                    | ST343 PETS  |
| Grass Zone Name/Color  | PE / Field Green / Apple  |
| Grass Zone Density     | 10,800 / 6  |
| Thatch Zone Name/Color | PE / Field Green / Beige  |
| Thatch Zone Density    | 5,000 / 8   |
| Grass Zone Year Shape  | Omega   |
| Finished Pile Height   | 1.12"   |
| Finished Pile Weight   | 80 oz.  |
| Backing                | 15 / 18 PP 2-Part / 22oz. EverLac™  |
| Tuft Gauge             | 3/8"  |
| Total Weight           | 108 oz.   |
| Tuft Bind              | > 8 lbs.  |
| Permeability           | > 1,200 inches per / 5"   |
| Features               | Sanitized*, EverLac™, DoubleLock™ Anti-Static, DualChill™ UV Reflective, Deluster, UV Stabilizers |
| Test Data              | ASTM F1908 Class A Fire Rating, F1292, F1651, F1991, IFMA Certified                               |

- Unmatched Lifetime Warranty
- EmuloLoc™ "Plank-Backed" Backing
- Deluster + UV Protection
- ASTM F1908 Class A Fire Rating

**SUPER YARN™ TECHNOLOGY**

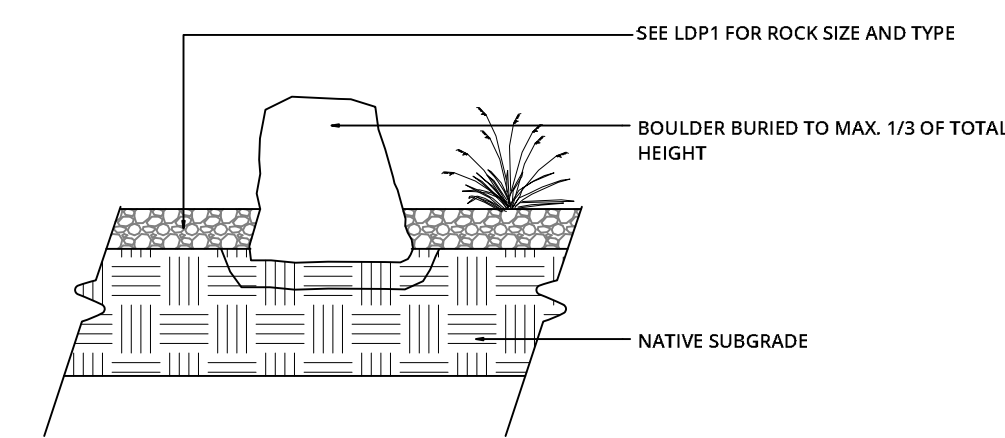
Sanitized\* Antimicrobial    DualChill™ UV Reflective    StateBlock™ Anti-Static

[Learn more at CADetails.com](#)

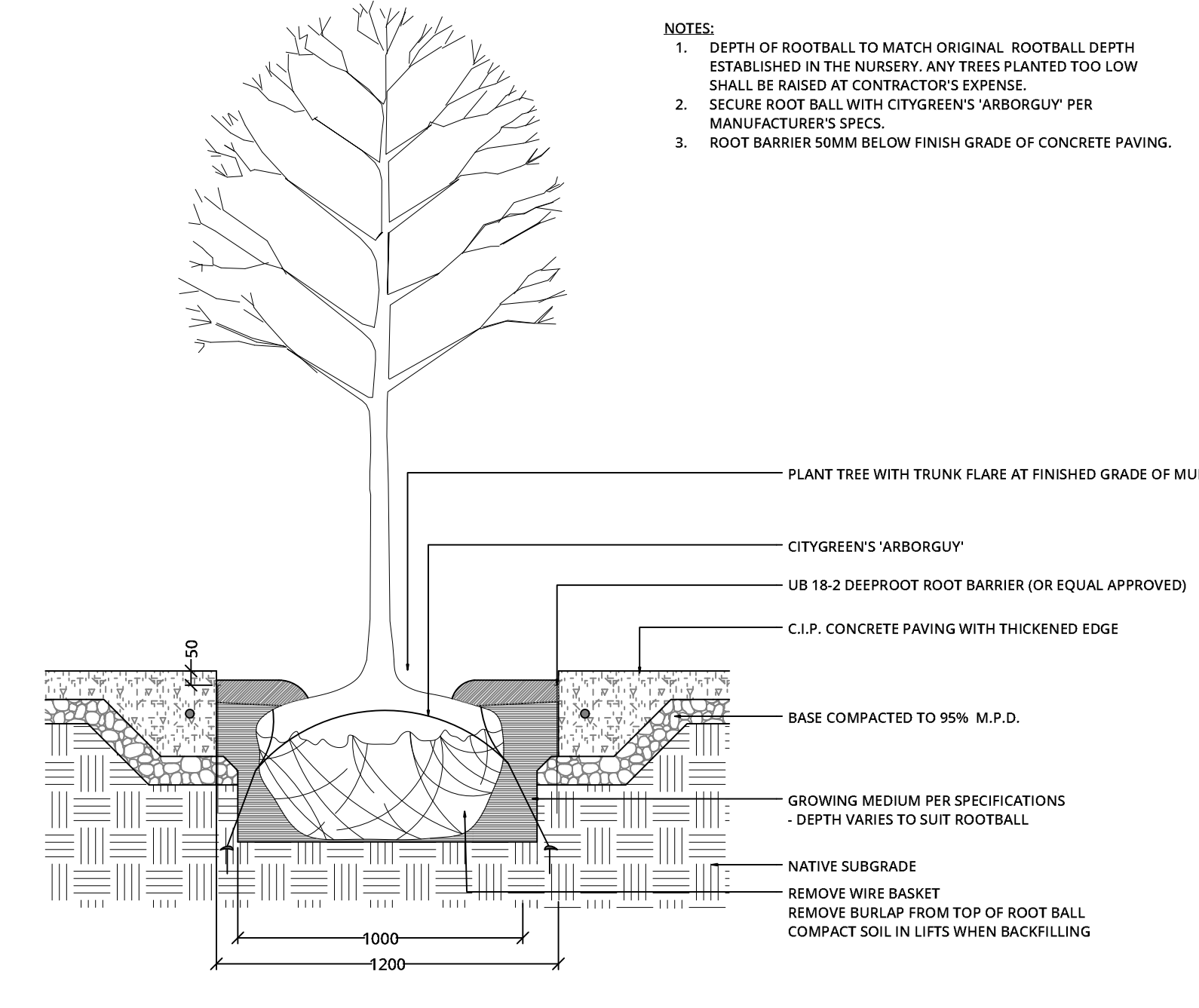
LANDSCAPE
PETS
PLAY
ROOFTOP

For ordering and questions, contact SYNLAWN at 866-756-7888 or visit SYNLAWN.ca

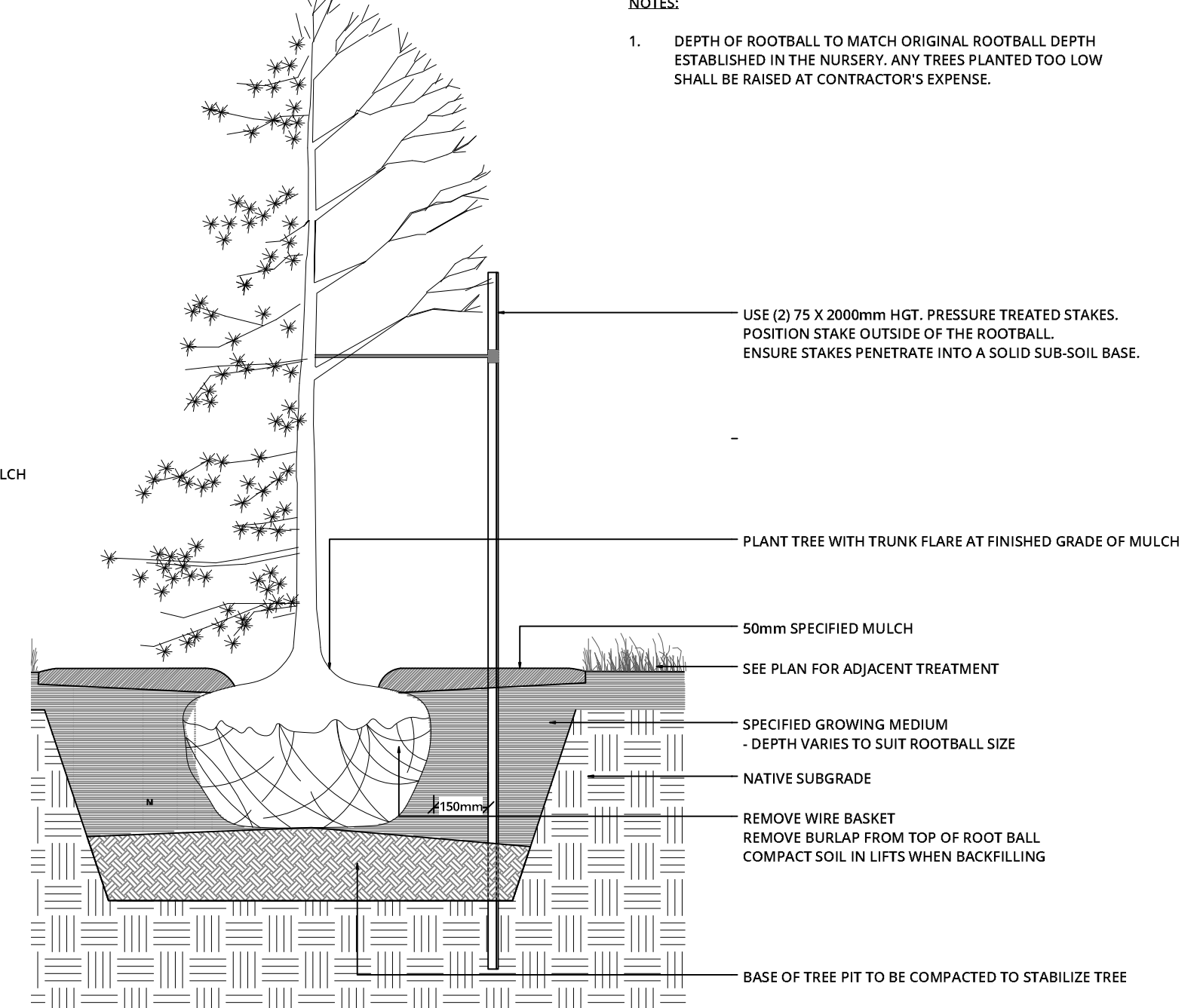
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LDP 4 NTS



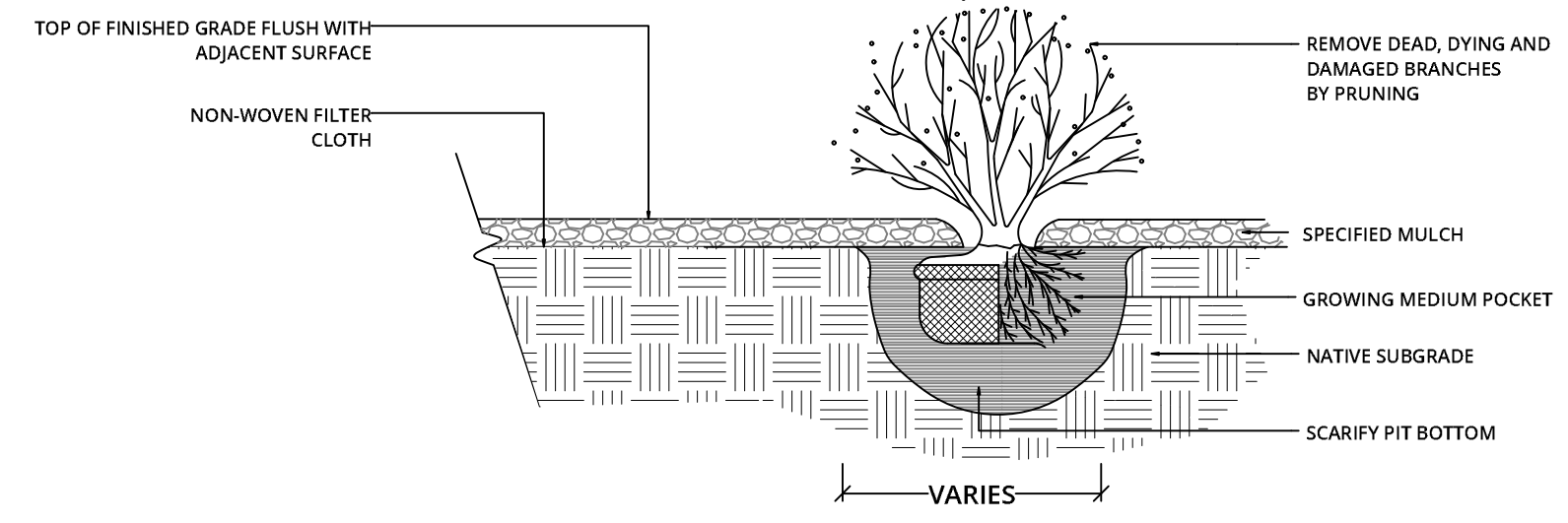
3 LANDSCAPE BOULDER  
LDP 4 1:20



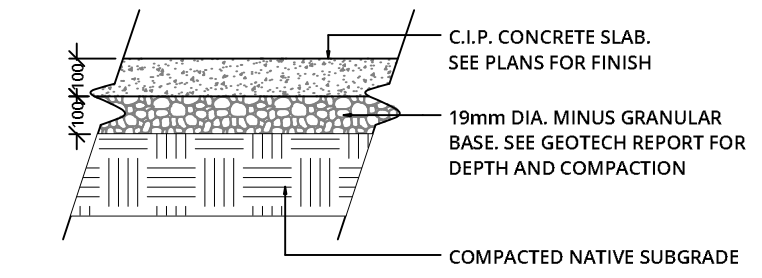
4 TREE PLANTING WITH ROOT BARRIER  
LDP 4 1:20



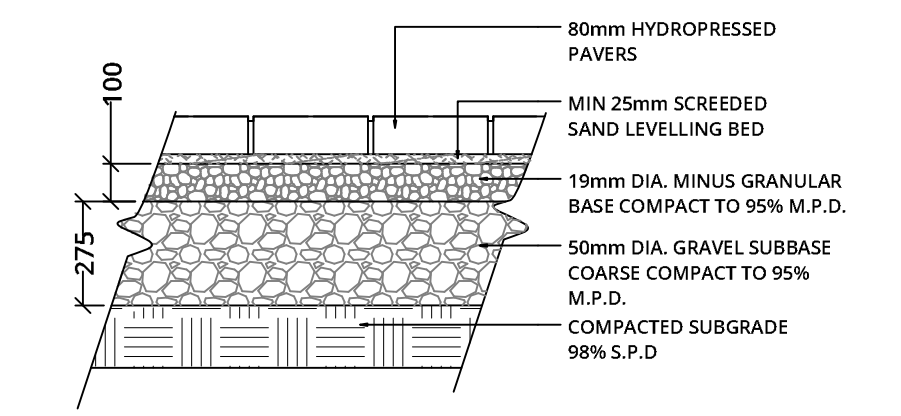
5 TREE PLANTING  
LDP 4 1:20



6 SHRUB PLANTING  
LDP 4 1:20



7 CONCRETE PAVING (REFER ARCHITECT)  
LDP 4 1:20



8 HYDRO-PRESSED PAVERS  
LDP 4 1:20



9 BENCH  
LDP 4 NTS

**SCHEDULE** C

This forms part of application  
# DP22-0194

Planner Initials TC



City of Kelowna  
DEVELOPMENT PLANNING

SEAL

NORTH

ISSUED FOR :

|   |                                  |            |
|---|----------------------------------|------------|
| 2 | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-12-14 |
| 1 | RE-ISSUED FOR DEVELOPMENT PERMIT | 2022-09-27 |
| 0 | ISSUED FOR DEVELOPMENT PERMIT    | 2022-06-17 |

SCALE : NTS

DETAILS

LDP 4




## FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

| <b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b><br><i>(1 is least complying &amp; 5 is highly complying)</i>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|--|------------|----------|----------|----------|----------|----------|
| <b>CHAPTER 4.0: LOW &amp; MID-RISE RESIDENTIAL &amp; MIXED USE</b>   |            |          |          |          |          |          |
| <b>4.1 Guidelines</b>  |            |          |          |          |          |          |
| <b>4.1.1 Relationship to the Street</b>  |            |          |          |          |          |          |
| Lobby area and main building entrance is clearly visible from the fronting street and sidewalk.  |            |          |          |          |          | ✓        |
| Wherever possible, blank walls at grade are not encouraged.  |            |          |          |          | ✓        |          |
| Enclosed parking garages are located away from street frontages or public open space.  |            |          |          |          |          | ✓        |
| Ground oriented units with entries or glazing have been provided to avoid the blank/dead frontage along the street.  |            |          |          |          |          | ✓        |
| When unavoidable, blank walls have been screened with landscaping or have been incorporated with a patio/café or special materials have been provided to make them visually interesting.   |            |          |          |          |          | ✓        |
| <b>Residential and Mixed-use Buildings</b>   |            |          |          |          |          |          |
| Residential buildings at the ground floor have a set back between 3-5m from the property line to create a semi-private entry or transition zone to individual units and to allow for an elevated front entryway or raised patio.                           |            |          | ✓        |          |          |          |
| A maximum 1.2m desired height (e.g., 5-6 steps) for front entryways has been provided. Where the water table requires this to be higher, in these cases, larger patio has been provided and parking has been screened with ramps, stairs, and landscaping. |            |          |          |          |          | ✓        |
| Ground floor units accessible from the fronting street or public open spaces have been provided with individual entrances.   |            |          |          |          |          | ✓        |
| Buildings are sited and oriented so that windows and balconies are overlooking public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.  |            |          |          |          |          | ✓        |
| <b>4.1.2 Scale and Massing</b>   |            |          |          |          |          |          |
| Proposed residential building façade has a length of 60m (40m length is preferred).  |            |          |          |          |          | ✓        |
| Buildings over 40m in length are incorporating significant horizontal and vertical breaks in façade.   | ✓          |          |          |          |          |          |
| Proposed residential building has a maximum width of 24m.  |            |          |          |          |          | ✓        |
| <b>4.1.3 Site Planning</b>   |            |          |          |          |          |          |
| On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.   | ✓          |          |          |          |          |          |

| <b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b><br><i>(1 is least complying &amp; 5 is highly complying)</i>  | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|---|------------|----------|----------|----------|----------|----------|
| Building sides that are interfacing with streets, mid-block connections, and other open spaces (building fronts) are positively framing and activating streets and open spaces and supporting pedestrian activity.  |            |          |          |          |          | ✓        |
| Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.  | ✓          |          |          |          |          |          |
| Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.   |            |          |          |          |          | ✓        |
| <b>4.1.4 Site Servicing, Access, and Parking</b>  |            |          |          |          |          |          |
| Vehicular access is provided from the lane.   |            |          |          |          |          | ✓        |
| Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: <ul style="list-style-type: none"> <li>• Access is from a secondary street, where possible, or from the long face of the block;</li> <li>• Impacts on pedestrians and the streetscape is minimized; and,</li> <li>• There is no more than one curb cut per property.</li> </ul>   | ✓          |          |          |          |          |          |
| When parking cannot be located underground due to the high water table and is to be provided above ground, screen the parking structure from public view as follows: <ul style="list-style-type: none"> <li>• On portions of the building that front a retail or main street, line the above ground parking with active retail frontage;</li> <li>• On portions of the building that front onto non-retail streets, line the above ground parking with an active residential frontage, such as ground oriented townhouse units;</li> <li>• When active frontages are not able to be accommodated, screen parking structures by using architectural or landscaped screening elements;</li> <li>• On corner sites, screen the parking structure from public view on both fronting streets using the appropriate strategy listed above.</li> </ul> |            |          |          |          |          | ✓        |
| Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2m above grade, with the following considerations: <ul style="list-style-type: none"> <li>• Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and</li> <li>• Where conditions such as the high water table do not allow for this condition, up to 2m is permitted, provided that entryways, stairs, landscaped terraces, and patios are integrated and that blank walls and barriers to accessibility are minimized.</li> </ul>   |            |          |          |          |          | ✓        |
| <b>4.1.5 Publicly Accessible and Private Open Spaces</b>  |            |          |          |          |          |          |
| Publicly accessible private spaces (e.g., private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.   | ✓          |          |          |          |          |          |

**ATTACHMENT B**  
This forms part of application  
# DP22-0194



City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner Initials **TC**


| <b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b><br><i>(1 is least complying &amp; 5 is highly complying)</i>   | N/A | 1 | 2 | 3 | 4 | 5 |
|--|-----|---|---|---|---|---|
| Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.  |     |   |   |   | ✓ |   |
| Outdoor Amenity Areas: design plazas and parks to: <ul style="list-style-type: none"> <li>• Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities;</li> <li>• Be animated with active uses at the ground level; and,</li> <li>• Be located in sunny, south facing areas.</li> </ul>  |     |   |   |   |   | ✓ |
| Mid-block connections design includes active frontages, seating, and landscaping.  |     |   |   | ✓ |   |   |
| <b>Rooftop Amenity Spaces</b>  |     |   |   |   |   |   |
| Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: <ul style="list-style-type: none"> <li>• Limiting sight lines from overlooking residential units to outdoor amenity space areas through the use of pergolas or covered areas where privacy is desired; and</li> <li>• Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units.</li> </ul>  |     |   |   |   |   | ✓ |
| Reduce the heat island effect by including plants or designing a green roof, with the following considerations: <ul style="list-style-type: none"> <li>• Secure trees and tall shrubs to the roof deck; and</li> <li>• Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated.</li> </ul>  |     |   |   |   | ✓ |   |
| <b>4.1.6 Building Articulation, Features &amp; Materials</b>   |     |   |   |   |   |   |
| Articulate building facades into intervals that are a maximum of 15m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: <ul style="list-style-type: none"> <li>• Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade;</li> <li>• Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade;</li> <li>• Providing a porch, patio, deck, or covered entry for each interval;</li> <li>• Providing a bay window or balcony for each interval, while balancing the significant potential for heat loss through thermal bridge connections which could impact energy performance;</li> <li>• Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval;</li> <li>• Changing the materials with the change in building plane; and</li> <li>• Provide a lighting fixture, trellis, tree, or other landscape feature within each interval.</li> </ul> |     |   |   |   |   | ✓ |

| <b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b><br><i>(1 is least complying &amp; 5 is highly complying)</i>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|--|------------|----------|----------|----------|----------|----------|
| Break up the building mass by incorporating elements that define a building's base, middle and top.  |            |          |          |          | ✓        |          |
| Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.  |            |          |          |          |          | ✓        |
| Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.  |            |          |          |          | ✓        |          |
| <b>Weather Protection</b>  |            |          |          |          |          |          |
| Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas ( <i>See Figure 4.2</i> ), with particular attention to the following locations: <ul style="list-style-type: none"> <li>• Primary building entrances,</li> <li>• Adjacent to bus zones and street corners where people wait for traffic lights;</li> <li>• Over store fronts and display windows; and</li> <li>• Any other areas where significant waiting or browsing by people occurs.</li> </ul> |            |          | ✓        |          |          |          |
| <b>Signage</b>   |            |          |          |          |          |          |
| Provides attractive signage on commercial buildings that identifies uses and shops clearly but which is scaled to the pedestrian rather than the motorist. Some exceptions can be made for buildings located on highways and/or major arterials in alignment with the City's Sign Bylaw.   |            |          |          |          |          | ✓        |
| Avoid the following types of signage: <ul style="list-style-type: none"> <li>• Internally lit plastic box signs;</li> <li>• Pylon (stand alone) signs; and</li> <li>• Rooftop signs.</li> </ul>  |            |          |          |          |          | ✓        |
| Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.  |            |          |          | ✓        |          |          |

**ATTACHMENT B**

This forms part of application  
# DP22-0194

Planner Initials TC



City of Kelowna  
DEVELOPMENT PLANNING





City of  
Kelowna

Application No. DP22-0194

453 Osprey Ave

Development Permit Application



# Purpose

- ▶ To issue a Development Permit for the form and character of apartment housing.

# Development Process



Oct 7, 2022

Development Application Submitted



Staff Review & Circulation



Development Permit Consideration



Mar 13, 2023



Council Approvals



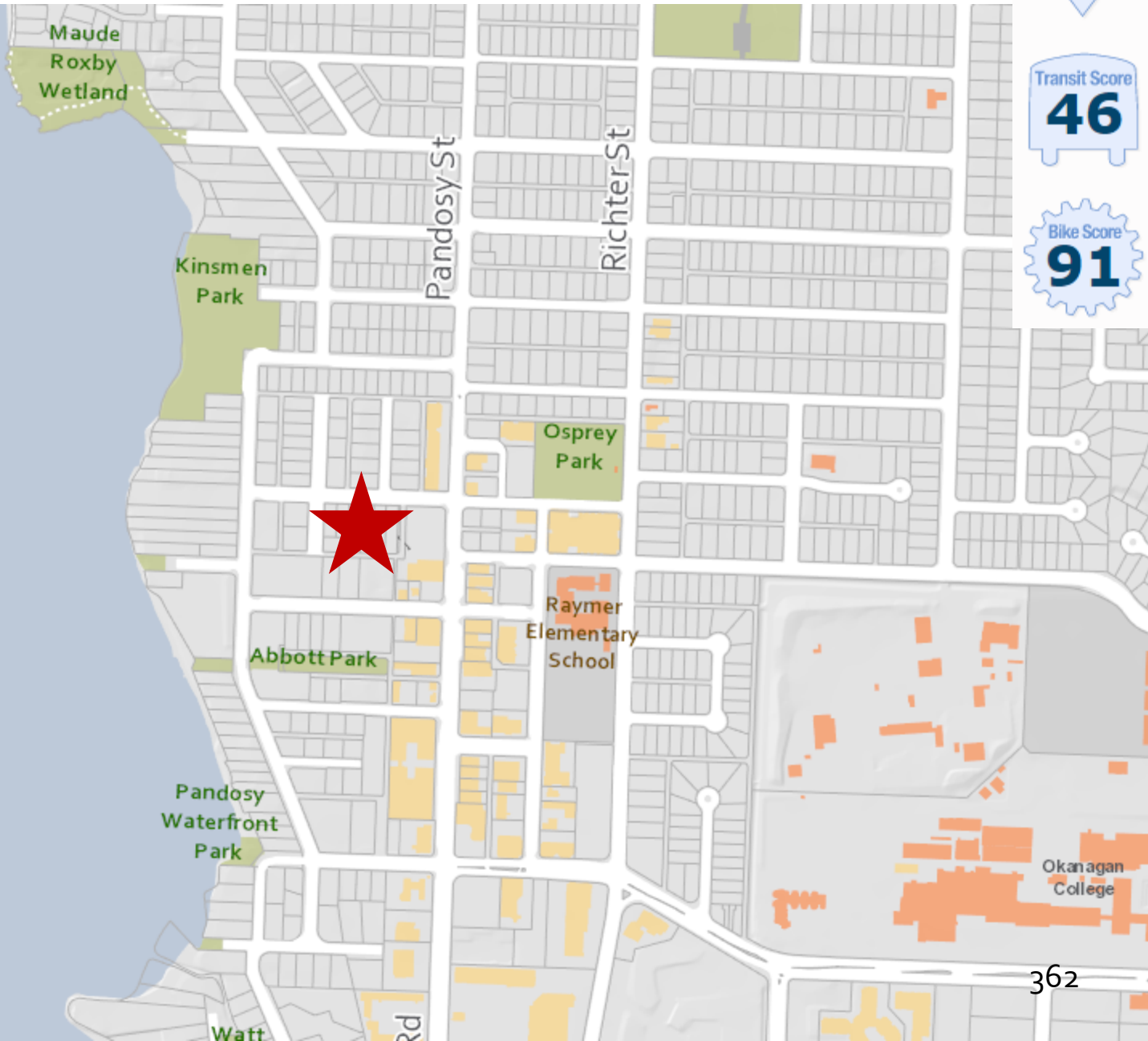
Building Permit

# Context Map

Walk Score  
**68**

Transit Score  
**46**

Bike Score  
**91**



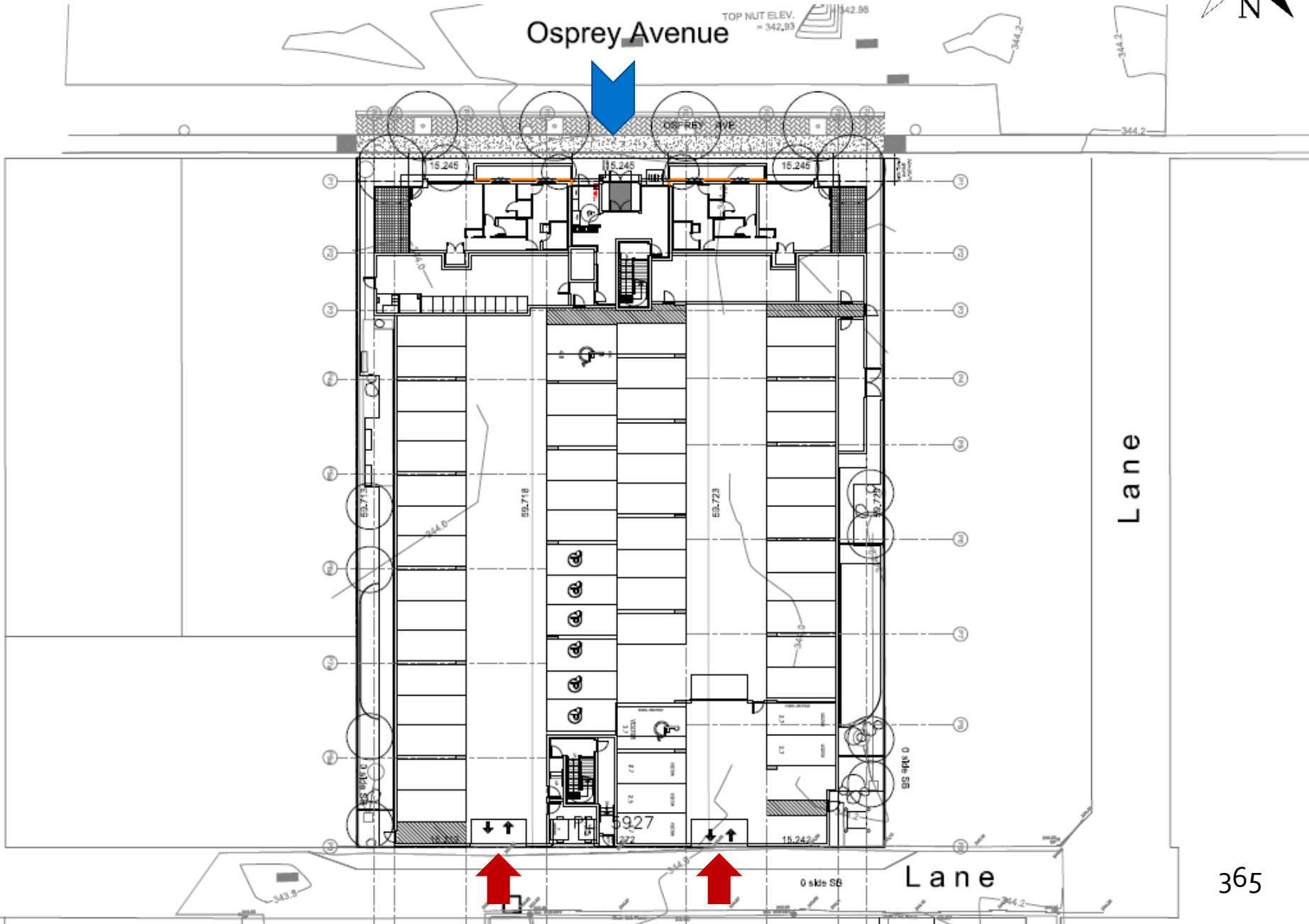




# Technical Details

- ▶ Development Permit for new four-storey apartment:
  - ▶ 44-units
    - ▶ 9 two-bedroom with dens;
    - ▶ 26 two-bedroom;
    - ▶ 9 one-bedroom with dens.
  - ▶ 60 parking stalls
    - ▶ 8 visitor stalls.
  - ▶ 35 long-term bicycle stalls
  - ▶ 6 short-term bicycle stalls

# Site Plan



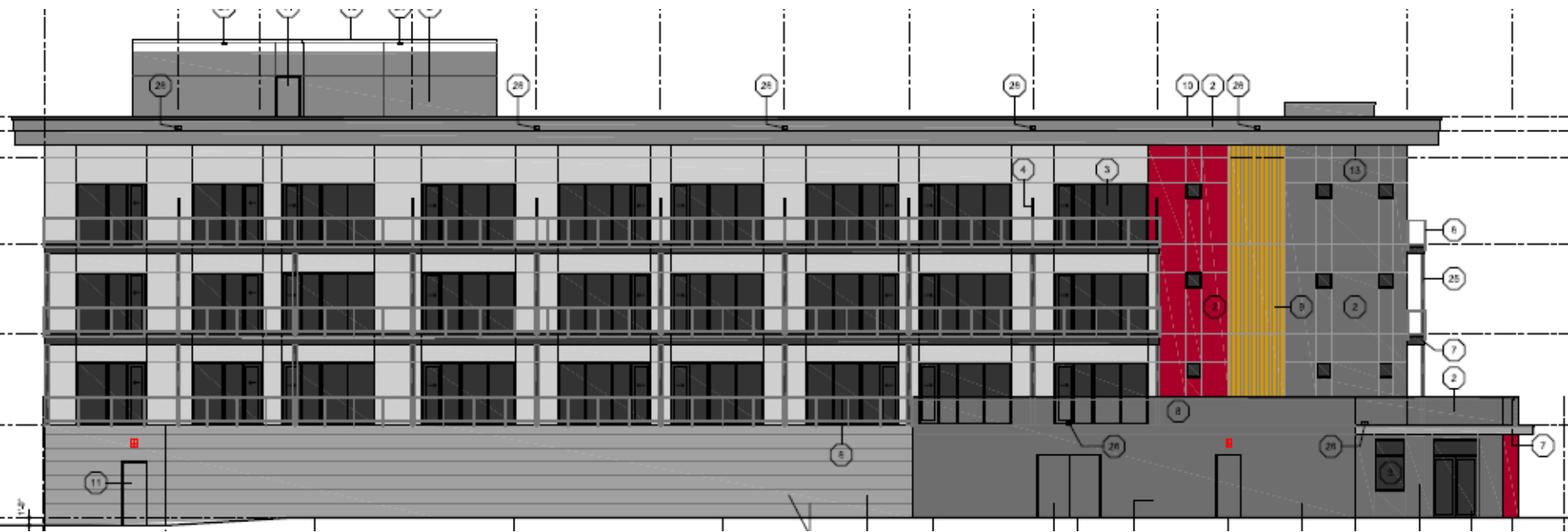


# Elevation – North

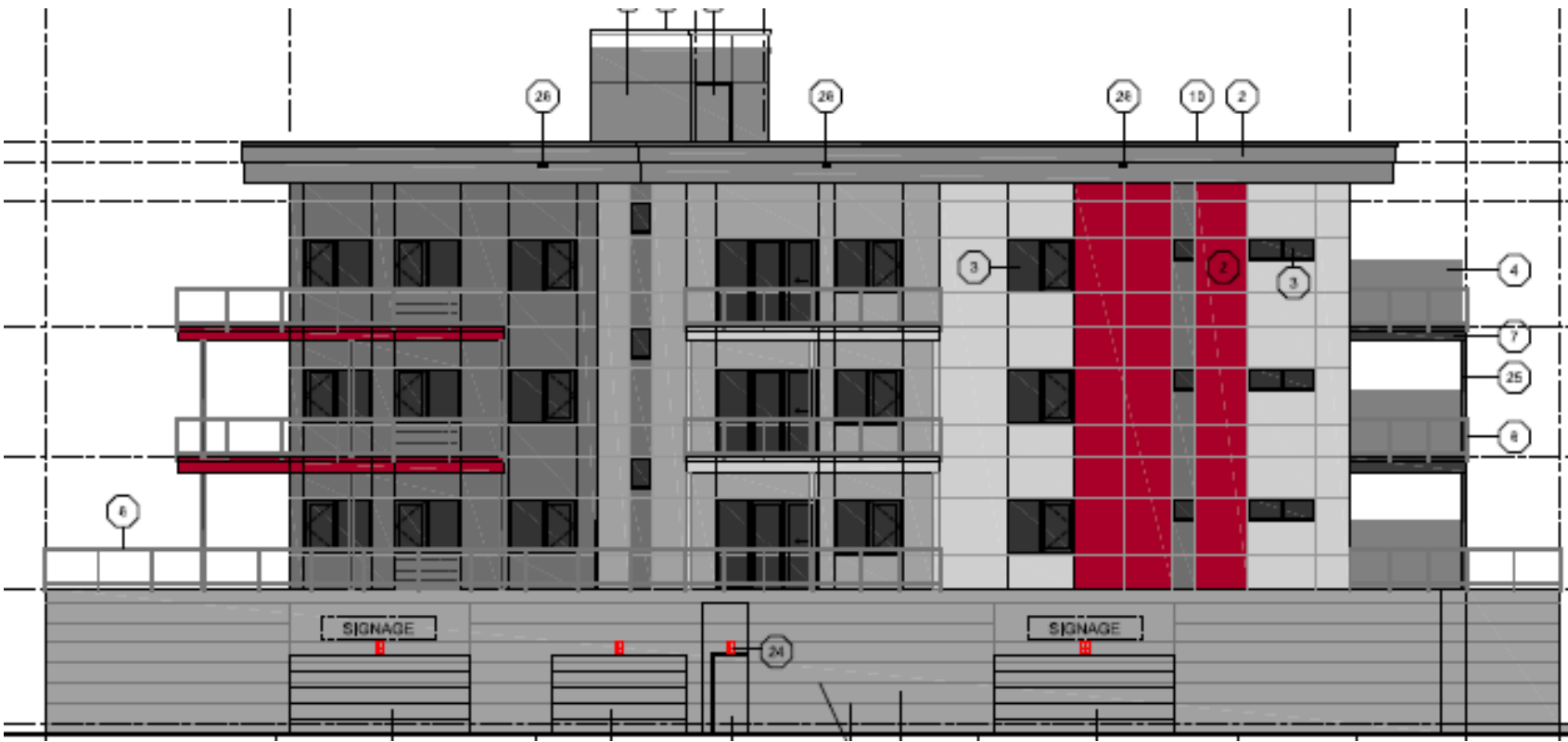




# Elevation – East



# Elevation – South





# Materials Board



wood grain metal panel



brick running bond



BM Pomegranate AF-295



medium grey stucco



light grey stucco



dark grey stucco



# Landscape Plan



4 TREE PLANTING WITH LDP4 / ROOT BARRIER

ORGANIC BARK MULCH (TYP.)

6 SHRUB PLANTING LDP4

PLANTER WALL (REFER ARCHITECT)

1 BIKE RACK LDP4

7 CONCRETE PAVING LDP4 (REFER ARCHITECT)

2 Acer palmatum

OSPREY AVE  
 ASPHALT DRIVEWAY  
 CONCRETE SIDEWALK  
 PROPERTY LINE

2 Syringa reticulata

EXTENSION OF CONCRETE SIDEWALK TO BUILDING (REFER CIVIL)

2 Cordophyllum japonicum

PATIO (REFER ARCHITECT)

HYDRO-PRESSED PAVERS (TYP.)

BENCH (TYP.)

PROPOSED BUILDING

9 BENCH LDP4

8 HYDRO-PRESSED PAVERS LDP4

LANDSCAPE BOULDER 2 LDP4

2 Syringa reticulata

2 Sorbus aucuparia

ARTIFICIAL TURF (TYP.)

1.8m HIGH WOOD PRIVACY FENCE

SHRUB PLANTING (TYP.)

TREE PLANTING 4 LDP4

METAL FENCE WITH GATE (TYP.)

AREA DRAIN (REFER CIVIL)

2 Syringa reticulata

1.8m WOOD PRIVACY FENCE

2 Sorbus aucuparia

AREA DRAIN (REFER CIVIL)

TRANSFORMER (REFER CIVIL)

RIVER ROCK (TYP.)

SHRUB PLANTING (TYP.)

LANE (EXISTING ASPHALT)

PROPERTY LINE

371

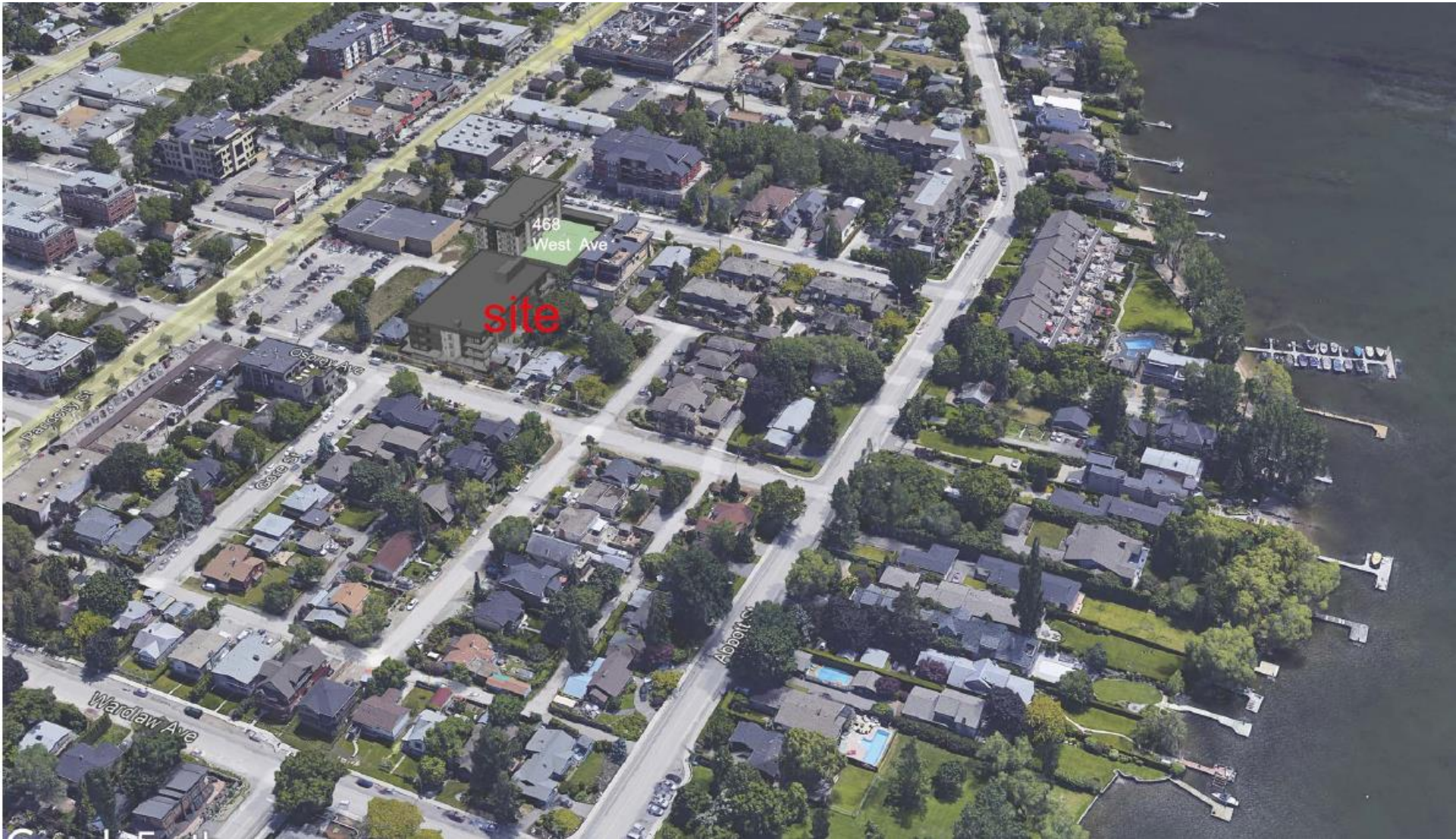
|    |
|----|
| 0  |
| 2  |
| 4  |
| 6  |
| 8  |
| 10 |

# Rendering – SE





# Rendering – Context



# OCP Design Guidelines

- ▶ OCP Design Guidelines: Low & Mid-Rise Residential Developments:
  - ▶ Ground-Oriented Housing;
  - ▶ Parking off laneway;
  - ▶ Façade includes varied architectural features;
  - ▶ High-Quality building materials.



# OCP Objectives & Policies

- ▶ Policy 1.4.6. High Density Residential Development:
  - ▶ The proposal is adding high-density residential development within the Pandosy Urban Centre.
- ▶ Policy 4.12.1. Diverse Housing Forms.
  - ▶ The proposal adds multi-family development in an existing single-dwelling housing neighbourhood.

# Staff Recommendation

- ▶ Staff recommend support for the proposed Development as it is consistent with:
  - ▶ OCP Design Guidelines;
  - ▶ OCP Policies & Objectives;
  - ▶ Adding Density to an Urban Centre.

# CITY OF KELOWNA

## BYLAW NO. 12477

### Official Community Plan Amendment No. OCP23-0002 3500 Hilltown Drive

---

A bylaw to amend the "*Kelowna 2040* – Official Community Plan Bylaw No. 12300".

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

1. THAT Map 3.1 – **Future Land Use** of "*Kelowna 2040* – Official Community Plan Bylaw No. 12300" be amended by changing the Future Land Use designation of portions of Lot A Sections 28 and 33 Township 23 ODYD PLAN EPP117593, located on Hilltown Drive, Kelowna, BC from the R-AGR - Rural – Agricultural and Resource and the S-RES - Suburban Residential designation to the R-AGR - Rural – Agricultural and Resource designation as shown on Map "A" attached to and forming part of this bylaw;
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 on this 23<sup>rd</sup> day of January, 2023.

Considered at a Public Hearing on the 14<sup>th</sup> day of February, 2023.

Read a second and third time by the Municipal Council this 14<sup>th</sup> day of February, 2023.

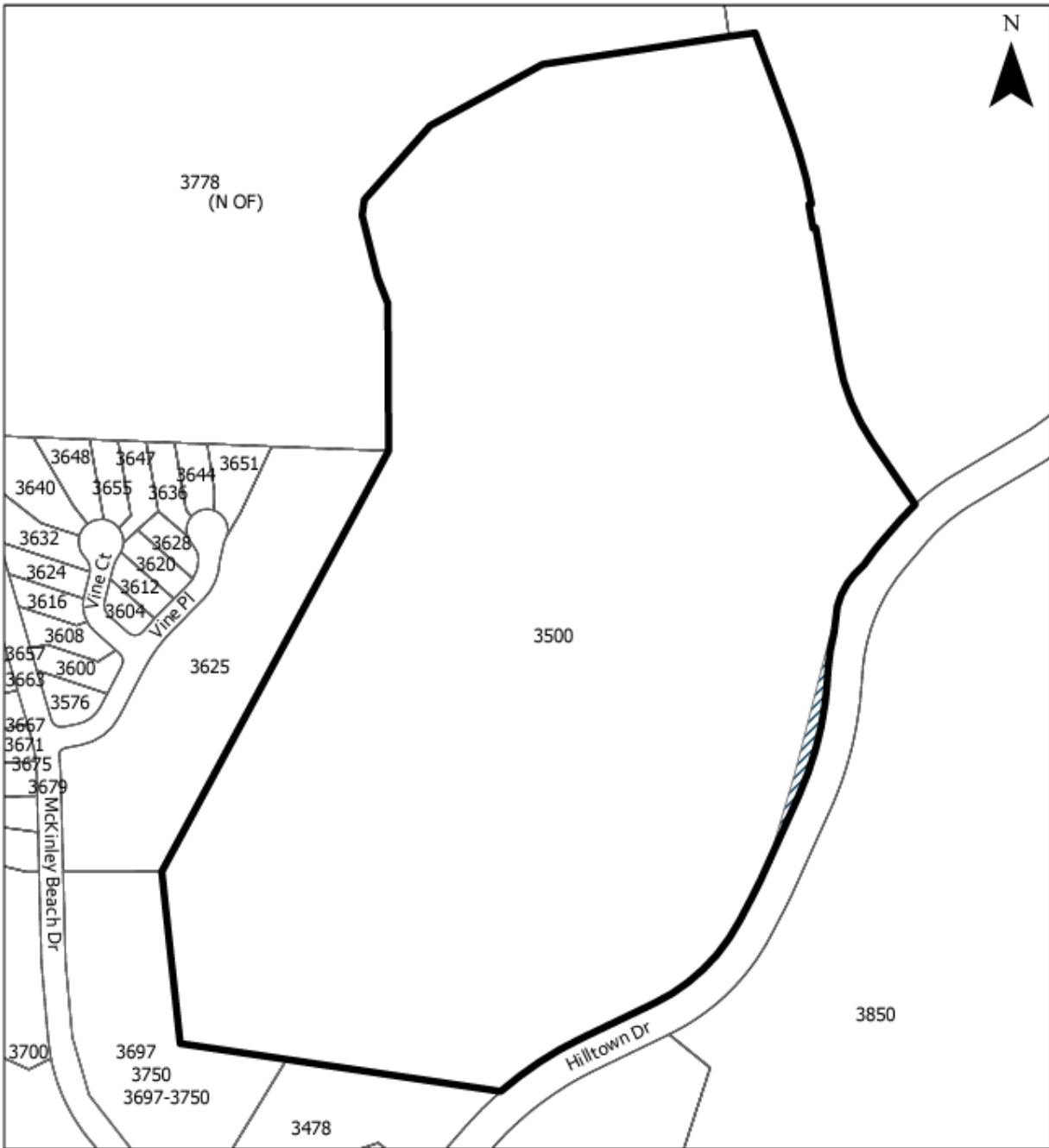
Adopted by the Municipal Council of the City of Kelowna this

---



Mayor

---

City Clerk



**MAP "A" OCP AMENDMENT  
File OCP23-0002**

-  Subject Property
-  Suburban - Residential (S-RES ) to Rural - Agriculture and Resource (R-AGR)

0 2.5 5 10 15 20 25  
Metres

This map is for general information only.  
The City of Kelowna does not guarantee its  
accuracy. All information should be verified.



Rev. Friday, January 13, 2023



**CITY OF KELOWNA**

**BYLAW NO. 12478**

**Z22-0076**

**3500 Hilltown Drive**

---

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot A Sections 28 and 33 Township 23 ODYD PLAN EPP117593 located on Hilltown Drive, Kelowna, BC from the A2 – Agriculture / Rural Residential zone and the CD18 – McKinley Beach Resort zone to the A2c – Agriculture / Rural Residential with Carriage House zone as shown on Map "B" attached to and forming part of this bylaw;
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 23<sup>rd</sup> day of January, 2023.

Considered at a Public Hearing on the 14<sup>th</sup> day of February, 2023.

Read a second and third time by the Municipal Council this 14<sup>th</sup> day of February, 2023.

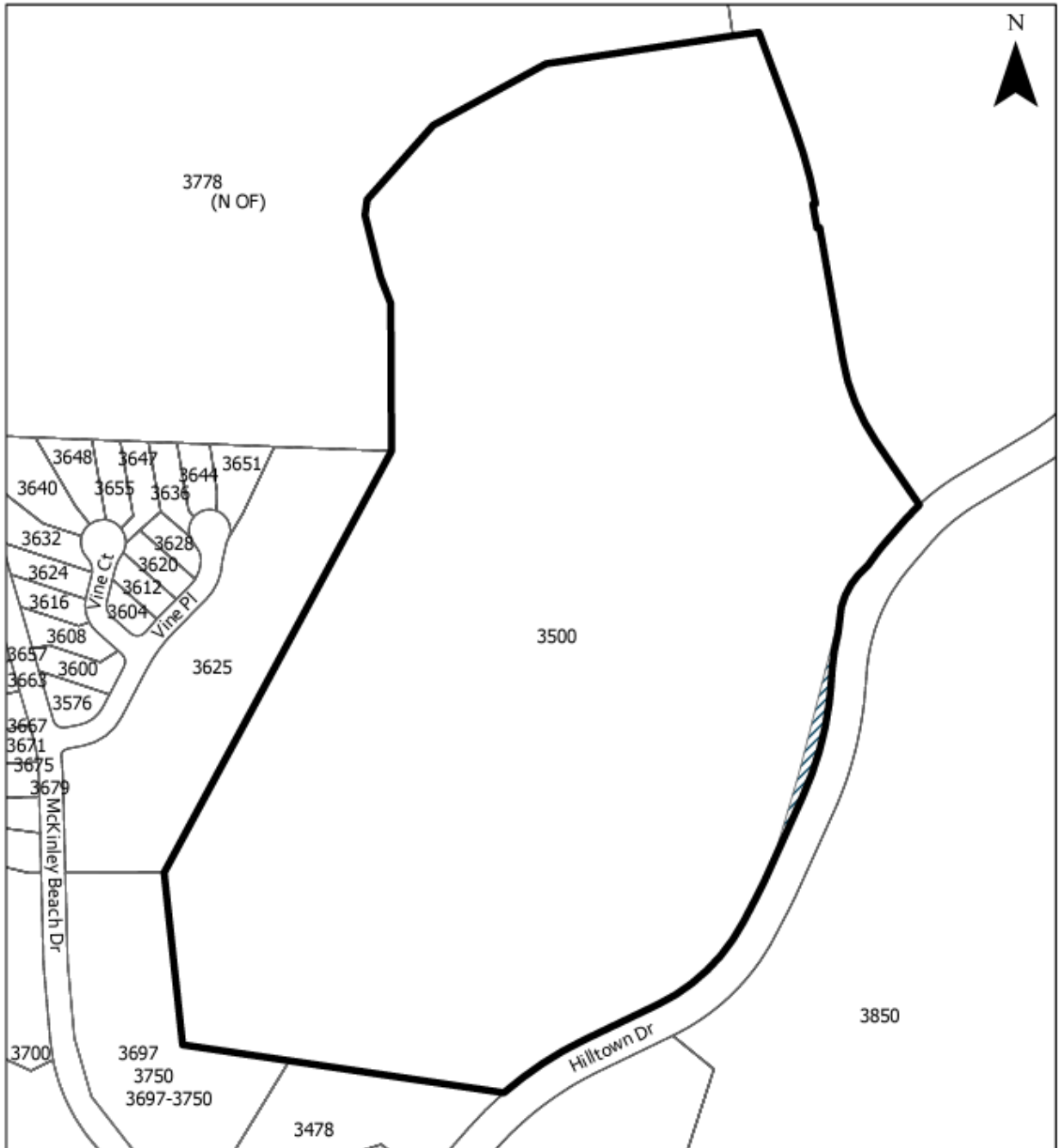
Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



**MAP "B" ZONING AMENDMENT**  
**File Z22-0076**

-  Subject Property
-  CD18 - McKinley Beach Resort to A2c - Agriculture / Rural Residential with Carriage House

0 2.5 5 10 15 20 25  
 Metres

This map is for general information only.  
 The City of Kelowna does not guarantee its  
 accuracy. All information should be verified.

City of  
**Kelowna**  
 Rev. Friday, January 13, 2023

# Report to Council



**Date:** March 13<sup>th</sup>, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Renewal of the Regional Emergency Mutual Aid Agreement  
**Department:** Fire Department

---

**Recommendation:**

THAT Council receive the report of the Fire Chief, dated March 13<sup>th</sup>, 2023 regarding the renewal of the Emergency Mutual Aid Agreement;

AND THAT Council authorize Mayor and City Clerk execute the Emergency Mutual Aid Agreement as attached to the report of the Fire Chief, Dated March 13<sup>th</sup>, 2023.

**Purpose:**

To renew the Emergency Mutual Aid Agreement that is in place between local fire departments within the Central Okanagan Regional District.

**Background:**

The current five-year Mutual Aid agreement has expired as of February. This agreement includes all fire departments within the Central Okanagan. It allows for fire departments to share resources during major incidents. This support has been key in many of the local interface fires and provides for timely response. Generally, there is no cost associated with the Mutual Aid agreement, however, there is provision to recover costs if required.

The agreement will be circulated to the Regional District of Central Okanagan, Peachland, West Kelowna and Lake Country for their signatures in addition to the City of Kelowna.

**Conclusion:**

The Mutual Aid agreement is a key document in wildfire interface preparation, as well as providing assurances of support for other major fire events. The renewal of this document will allow continued support among the departments.

**Internal Circulation:**

City Clerk’s Officer

**Considerations applicable to this report:**

***Legal/Statutory Authority:***  
***Legal/Statutory Procedural Requirements:***  
***Existing Policy:***  
***Financial/Budgetary Considerations:***  
***External Agency/Public Comments:***  
***Communications Comments:***

Submitted by:

T Whiting, Fire Chief

Approved for inclusion:



cc:

S Leatherdale, Divisional Director, Corporate and Protective Services  
S Fleming, City Clerk



**EMERGENCY MUTUAL AID AGREEMENT**

This agreement made as of this 16<sup>th</sup> day of February, 2023.

**BETWEEN:** CITY OF KELOWNA  
a municipal corporation  
having its offices at 1435 Water Street  
Kelowna, British Columbia

OF THE FIRST PART

**AND:** THE CORPORATION OF THE  
DISTRICT OF PEACHLAND  
a municipal corporation  
having its offices at 5806 Beach Avenue  
Peachland, British Columbia

OF THE SECOND PART

**AND:** REGIONAL DISTRICT OF CENTRAL OKANAGAN  
a regional district  
having its offices at 1450 K.L.O. Road  
Kelowna, British Columbia

OF THE THIRD PART

**AND:** CITY OF WEST KELOWNA  
a municipal corporation  
having its offices at 2760 Cameron Road,  
West Kelowna, BC,

OF THE FOURTH PART

**AND:** DISTRICT OF LAKE COUNTRY  
a municipal corporation  
having its offices at 10150 Bottom Wood Lake Road  
Lake Country, British Columbia

OF THE FIFTH PART

## 1. DEFINITIONS

In this Agreement, unless the context otherwise requires,

- (a) "Chief Fire Official" or "Official" means, for each party, the senior fire official responsible for the fire services of that party within the respective fire protection areas, or the official's authorized delegate to act on his behalf;
- (b) "Emergency" or "Emergencies" means a real or anticipated occurrence that in the opinion of the Chief Fire Official cannot be brought under control by the use of local emergency resources and that endangers the health, safety or welfare of people or may cause widespread damage to property and which does not constitute a declaration of a state of local emergency within the meaning of the Emergency Program Act R.S.B.C. 1996 c.111, as amended.
- (c) "Emergency Resources" means apparatus, equipment, consumables and people, held by, in the service of, or directly available to the fire services of a party;
- (d) "Mutual Aid" means Emergency Resources provided by a party outside the boundaries of the party that requested the Emergency Resources;
- (e) "Providing Party" means a party receiving a request for assistance under this Agreement;
- (f) "Requesting Party". means a party requesting assistance under this Agreement;
- (g) "Response Area" means those areas contained within the fire district jurisdiction of those Parties associated with this Agreement.

## 2. TERM

- (a) This Agreement shall remain in force and effect for a period of five (5) years from the date of execution;
- (b) This agreement shall replace the former Mutual Aid Agreement dated February 2013 and between these parties.
- (c) Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving to the other Parties six (6) months' notice in writing of its intention to do so. This Agreement shall not be assignable to any other Party or Parties without the prior written consent of the other Parties to this Agreement.
- (d) In the event of either a State of Local Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.

## 3. INCLUDED FIREDEPARTMENTS

- (a) For the purposes of this Agreement, the region consists of its component fire departments as follows:

City of Kelowna  
 Kelowna Airport Emergency Services Fire Department  
 District of Peachland  
 City of West Kelowna  
 District of Lake Country  
 Ellison Fire Department  
 Joe Rich Fire Department  
 Wilson's Landing Fire Department  
 North Westside Fire Department

#### 4. ASSISTANCE RESPONSE

The procedure to be followed by the Requesting Party and by the Providing Party pursuant to this Agreement shall be as follows, and as provided in clauses 5 to 11.1:

- (a) Where a Chief Fire Official determines that an Emergency is occurring or is imminent, the Chief Fire Official shall in the sole and absolute discretion of the Chief Fire Official, decide whether the Emergency is one that requires Mutual Aid and may request Emergency Resources under this Agreement.

#### 5. COOPERATION

- (a) The parties agree that an area covered by fire protection services shall not be, as a result of this Agreement, left unprotected and further so as to ensure that this protection is maintained, all requests for Mutual Aid shall be made and coordinated through the City of Kelowna Dispatcher, Station No. 1, who shall dispatch the appropriate fire department and shall arrange for back up protection to the fire protection district responding to the Mutual Aid request. At no time shall the Kelowna Dispatcher deploy any Mutual Aid Emergency Resources that have not been specifically asked for and by a Requesting Party to this agreement.
- (b) The parties agree to consult on a regular basis through their Chief Fire Officials on the best ways to achieve the optimum deployment of Emergency Resources to control Emergencies within the region.

#### 6. AVAILABILITY OF EMERGENCY EQUIPMENT AND PERSONNEL

- (a) A Chief Fire Official who receives a request for Emergency Resources from any other Chief Fire Official in the manner provided in this Agreement may respond with local equipment available to assist to control the Emergency, but nothing herein shall be construed so as to require a Chief Fire Official to dispatch Emergency Resources, or any part thereof that, in the sole and absolute discretion of the Providing Party Official:
  - (i) are unavailable or are not considered to be available;
  - (ii) are inadequate to deal with the situation
  - (iii) are placed in an unacceptable risk of injury or damage as a result of weather, site conditions, real or perceived violence, or any other reason; or
  - (iv) are required to deal with higher priority situations, or situations that can be responded to in less time.
- (b) The Chief Fire Official of the Providing Party shall:
  - (i) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's jurisdiction and select, in his sole discretion, those Emergency Resources that are available to assist the Requesting Party at the Incident;
  - (ii) direct and dispatch those available Emergency resources to the Incident in the Response Area to assist in emergency response.
- (c) When making a request under section 6 (a) of this Agreement, the Chief Fire Official of the Requesting party shall specify the type of fire apparatus required. The providing party will staff the apparatus meeting the minimum requirements of personnel and equipment as per the Office of the Fire Commissioner Inter Agency Agreement.

**7. CONTROL & SAFETY**

- (a) The Chief Fire Official within the area of the Emergency shall remain in-charge and direct all Mutual Aid Emergency Resources in co-operation with the Chief Fire Official of the Providing Party.
- (b) The Chief Fire Official of the Requesting Party shall:
  - (i) direct the available Emergency Resources provided by the Providing Party at the Emergency using the Incident Command Systems and adhering to recognized principles of accountability for responder personnel safety.
  - (ii) assume command of the Emergency and direct the Emergency Resources provided by the Providing Party at the Emergency in a diligent and accountable manner
  - (iii) and, provide a Safety Officer(s) to the Emergency.

**8. RELEASE**

- (a) As soon as the Emergency has been brought under control any Mutual Aid Emergency Resources of personnel and apparatus and shall be released first before any local resources are released.

**9. EQUIPMENT RELEASE**

- (a) All equipment or supplies other than apparatus and personnel provided as Emergency Resources to the Requesting Party shall be returned to the providing party within 24 hours after it is no longer required for the incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party in time of acceptance. If equipment is not returned in good working order, the Requesting Party shall repair or replace the equipment (not including apparatus) and provide the Providing Party with replacement equipment in the meantime.

**10. RECALL**

- (a) The Chief Fire Official of the Providing Party shall have the ability to recall those available Emergency Resources at any time for emergency response in the jurisdiction of the Providing Party at the sole discretion of the Chief Fire Official of the Providing Party. If the Emergency Resources are called upon by the Providing Party to leave an emergency the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with leaving an emergency.

**11. COST**

- (a) Where costs are incurred by a responding fire department for manpower, the said department may submit an account to the fire department requesting the Mutual Aid. The submitted account for manpower costs shall be based on the responding fire department's regular callout rates for the responding firefighters, when responding to a fire in their jurisdiction. The requesting department shall pay the account submitted by the responding department within 60 days of receipt of invoice.
- (b) The Requesting Party shall reimburse the Providing Party all costs for any consumable items used at the Incident or any equipment (not including apparatus) that is damaged beyond repair or destroyed as a result of the Incident.
- (c) Where costs are incurred by a responding fire department for apparatus costs, the said department may submit an account to the fire department requesting the Mutual Aid. The submitted account for apparatus costs shall be based on the current rates established by the Office of the Fire Commissioner. The requesting department shall pay the account submitted by the responding department within 60 days of receipt of invoice.



**12. INDEMNITY**

- (a) It is understood and agreed by each party hereto that a party requesting or accepting Emergency Resources under this shall indemnify and save harmless the responding/assisting parties, their officers, agents and employees from any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the Emergency.
- (b) In the event that a responding Providing Party acts independently of the Requesting Party then the Providing Party shall not be entitled to indemnity pursuant to this article, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party under this Agreement for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Providing Party in connection with the Emergency.
- (c) Notwithstanding part (b) of this article, the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply the Emergency Resources for any reason whatsoever, or for any delay in arrival of the Emergency Resources for any reason whatsoever.

**13. INSURANCE**

- (a) Each party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00) dollars and each such policy shall add all other parties to this Agreement as additional named insured when rendering aid pursuant to this Agreement.
- (b) Each Party to this agreement shall prove third Party liability coverage by sending a copy of the liability insurance for the Party to the Regional District of Central Okanagan's Treasurer once this agreement has been signed by the Party and available upon request.
- (d) Without limiting the foregoing, the City of Kelowna shall ensure that it carries airport operations liability insurance to a minimum of ten million (\$10,000,000.00) dollars that adds all other parties to this Agreement as additional named insured (Schedule 1).

**14. DISPUTE**

- (a) In case of any dispute arising between two or more Parties as to their rights and obligations under this Agreement, a Party shall be entitled to give the other Party or Parties notice of such dispute and to request a dispute resolution process between the Fire Chiefs and administrators/board chairperson and if unsuccessful then arbitration thereof; and that Party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c.55, as amended.

**15. DEFAULT WAIVER**

- (a) Waiver of default by any Party to this Agreement shall not be deemed to be a waiver of default for any other Party.

**16. NOTICES**

- (a) Notices or other communication (other than a request for emergency response under this Agreement) shall be in writing and shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office or mailed by prepaid express mail to the addresses on this page hereof, attention the Fire Chief. Any notice delivered shall be deemed to be given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

Fire Chief  
City of Kelowna Fire Department  
2255 Enterprise Way  
Kelowna, BC V1Y 8B8

Fire Chief  
District of Peachland  
440 I - 3rd Street, PO Box 196  
Peachland, BC YOH IXO

Fire Chief  
City of West Kelowna  
2760 Cameron Road,  
West Kelowna, BC V1Z 2T6

Fire Chief  
District of Lake Country Fire  
Department  
10150 Bottom Wood Lake Road  
Lake Country, BC V4V 2M1

Fire Chief  
Ellison Fire Department  
c/o Regional District of Central Okanagan  
1450 KLO Road  
Kelowna, BC V1W 3Z4

Fire Chief  
Joe Rich Fire Department  
c/o Regional District of Central  
Okanagan  
1450 KLO Rd  
Kelowna, BC V1W 3Z4

Fire Chief  
Wilson's Landing Fire Department  
c/o Regional District of Central Okanagan  
1450 KLO Road  
Kelowna, BC V1W 3Z4

Fire Chief  
North Westside Road Fire  
Department  
c/o Regional District of Central  
Okanagan  
1450 KLO Rd  
Kelowna, BC V1W 3Z4

**17. HEADINGS**

- (a) Section and paragraph headings are inserted for identification purposes only and do form a part of the agreement.

**18. LANGUAGE**

- (a) Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context requires.

**19. LAW APPLICABLE**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

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

CITY OF KELOWNA

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

THE CORPORATION OF THE  
DISTRICT OF PEACHLAND

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

REGIONAL DISTRICT OF  
CENTRAL OKANAGAN

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

CITY OF WEST KELOWNA

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

DISTRICT OF LAKE COUNTRY

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



**SCHEDULE 1**

ATTACHING TO AND FORMING PART OF POLICY NO. V75099

In the name of: H.M. THE QUEEN IN RIGHT OF CANADA ET AL

Is it agreed to cover, as required, as additional insured those municipalities and other similar organizations whilst their services are being utilized within the airport perimeters including the ways and means in connection with the provision of emergency rescue services.

Subject to the policy cover, terms, conditions, limitations and exclusions.

Dated as per Policy Schedule.

# Report to Council



**Date:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Amendment No. 13 to Solid Waste Management Regulation Bylaw No. 10106  
**Department:** Utility Services

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**Recommendation:**

THAT Council receives, for information, the report from Utility Services, dated March 13, 2023, with regards to Amendment No. 13 to Solid Waste Management Regulation Bylaw No. 10106;

AND THAT Bylaw 12488, being Amendment No. 13 to the Solid Waste Management Regulation Bylaw No. 10106, be forwarded for reading consideration;

**Purpose:**

To seek Council’s approval to amend the Solid Waste Management Regulation Bylaw to update the fee schedules for selected wastes.

**Background:**

The Solid Waste Management Regulation Bylaw No. 10106 was last updated in October 2021.

Utility Services and Financial Support staff use a financial model that incorporates actual historical revenue and costs, expected operating costs, and the 10-year capital plan to ensure that tipping fees and the associated revenues will sustainably fund future landfill expenses. These rates and assumptions are reviewed every one to two years.

The landfill tipping fee for garbage increased from \$102 per tonne to \$104 per tonne in January 2023 and staff recommend maintaining this rate for 2024. Asbestos disposal and drywall management costs were also reviewed and are not recommended to be adjusted at this time.

The proposed amendment adjusts the tipping fees for selected wastes, changes the pricing structure for compost sales, and sets the Curbside Collection User Fee for 2023 and 2024 to ensure a sustainably funded Solid Waste operation.

**Discussion:**

Staff have reviewed the costs associated with various wastes from 2022 and are recommending adjustments on selected waste tipping fees effective July 1, 2023 to allow time for the community to adjust. Most of these selected rates have not been adjusted in more than 7 years. A summary of the proposed rate changes can be found in Schedule A.

Proposed rate changes for July 1, 2023, include:

- Asphalt Shingles increasing from the current \$85 per tonne to \$150 per tonne. This increase is due to higher tipping fees at the end recycling locations and increased operating costs for the processing and hauling contractor.
- Clean wood increasing from \$10 per tonne to \$25 per tonne with a minimum charge increasing to \$6.00.
- Yard Waste increasing from \$40 per tonne to \$44 per tonne with the minimum charge increasing to \$6.00
- Contaminated soils increasing from \$8 to \$15 or \$25 per tonne depending on the level of contamination.

Compost sales rates will be revised effective immediately. The existing rate structure is dependent on the total volume purchased annually by an individual company. The proposed, much simpler, rate structure would be revised to be based on the volume purchased by transaction and location to reflect handling and transport costs. The sale of a new mulch product has also been added. This change will make purchasing compost simpler and more predictable for our customers.

The curbside collection fees (referenced as Solid Waste User Fee) have increased by 0.6% from 2019 to 2023. Utility Services is recommending that the garbage, recycling, and yard waste collection user fees remain at \$181.43 per household in 2023 and increase to \$192.32 in 2024. This 6% increase is to reflect expected increases in hauling and cart procurement costs and to offset the expected reduced revenue from RecycleBC surcharges due to elevated contamination levels.

**Conclusion:**

The Solid Waste Management Regulation Bylaw requires minor amendments in 2023 to ensure that it remains consistent with current solid waste management costs. The per-tonne tipping fee for selected wastes are recommended to increase on July 1, 2023, as per Schedule A. In addition, the compost sales rate would be adjusted immediately, and the Solid Waste User Fee would increase from \$181.43 to \$192.32 for tax year 2024.

**Internal Circulation:**

Financial Planning  
Communications  
Utility Planning

**Considerations applicable to this report:**

**Financial/Budgetary Considerations:**

The 2023 and 2024 Financial Plans will include the anticipated changes in revenues for the new fees and rate adjustments outlined in this report.

**Communications Comments:**

Regular customers impacted by the adjustments scheduled for July 2023 will be notified directly by Utility Services. Wholesale level purchasers of compost will also be notified of the rate adjustments and simplification by Utility Services staff.

**Considerations not applicable to this report:**

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

External Agency/Public Comments:

**Submitted by:** S. Hoekstra, Manager, Landfill and Composting Operations

**Approved for inclusion:** M. Logan, Infrastructure General Manager

**Attachment 1 – Bylaw 12488 Schedule A – Proposed Amendments**

cc: Divisional Director, Financial Services  
Divisional Director, Corporate Strategic Services  
City Clerk



## Bylaw 12488 Schedule A – Proposed Amendments

Amendments to the Solid Waste Management Regulation Bylaw No. 10106

| No. | Section   | Current Wording  | Proposed Wording   | Reason for Change   |
|-----|---|--|--|---|
| 1.  | Section 1 Introduction 1.2 Interpretation                     | Not Applicable   | "mulch" means a coarse wood product not including ground dimensional lumber.   | Define material for sales of this new product   |
| 2.  | SCHEDULE B Section 2.0  | See table 1 below                                      | See table 1A below   | Adjust rates for Solid Waste User Fee   |
| 3.  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 1(b)    | Wood Waste<br>\$10.00 per metric tonne                 | Wood Waste<br>\$25.00 per metric tonne<br>(Effective July 1, 2023)   | Inflationary rate increase (has not been increased in more than 7 years)  |
| 4.  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 1(b)(i) | Lumber<br>\$10.00 per metric tonne                     | Lumber<br>\$25.00 per metric tonne<br>(Effective July 1, 2023)   | Inflationary rate increase (has not been increased in more than 7 years)  |
| 5.  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 1(e)i   | Yard Waste<br>\$40.00 per metric tone                  | Yard Waste<br>\$44.00 per metric tonne<br>(Effective July 1, 2023)   | Rate increase to reflect operating costs  |
| 6.  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 1(h)    | Hydrocarbon Contaminated Soils<br><br>\$8.00 per tonne | Contaminated Soils<br><br>Exceeding Agricultural Quality<br>\$15.00 per tonne<br><br>Exceeding Industrial Quality (Waste soils)<br>\$25.00 per tonne<br><br>(Effective July 1, 2023) | Adjust rate based on level of contamination and flexibility of re-use in operations (has not been increased in more than 7 years) |

|            |  |  |   |   |
|------------|--|--|---|---|
| <b>7.</b>  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 1(w) | Asphalt shingles for recycling<br>\$85.00 per metric tonne   | Asphalt shingles for recycling<br>\$150.00 per metric tonne<br>(Effective July 1, 2023)   | Rate increase to reflect operating costs                                      |
| <b>8.</b>  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 3    | \$5.00 per load of wood waste or yard waste for loads weighing up to and including 250 kg, and as per the table below for Garbage or other billable waste streams for loads weighing up to and including 250 kg: | \$6.00 per load of wood waste or yard waste for loads weighing up to and including 250 kg (Effective July 1, 2023), and as per the table below for Garbage or other billable waste streams for loads weighing up to and including 250 kg: | Update minimum charge to reflect cost increases for wood waste and yard waste |
| <b>9.</b>  | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 5.a  | See table 2 below  | See table 2A below  | Adjust rates for wholesale compost sales                                      |
| <b>10.</b> | Schedule "E" SANITARY LANDFILL/RECYCLING FEES SECTION 5.b  | See table 3 below  | See table 3A below  | Adjust rates for retail compost sales   |
| <b>11.</b> |  |  |   |   |

No. 2 from SCHEUDLE A above

**TABLE 1 Current Solid Waste User Fee (To Be Deleted)**

|  | 2021            | 2022            | 2023            |
|--|-----------------|-----------------|-----------------|
| Garbage, Yard Waste, Recycling and Curbside Collection fee | \$163.87        | \$163.87        | \$163.87        |
| CORD Waste Reduction Office Programming                    | \$17.56         | 17.56           | 17.56           |
| <b>TOTAL</b>   | <b>\$181.43</b> | <b>\$181.43</b> | <b>\$181.43</b> |

**TABLE 1A Proposed Solid Waste User Fee (To replace Table 1)**

|  | 2023            | 2024            |
|--|-----------------|-----------------|
| Garbage, Yard Waste, Recycling and Curbside Collection fee | \$163.87        | \$174.76        |
| CORD Waste Reduction Office Programming                    | \$17.56         | \$17.56         |
| <b>TOTAL</b>   | <b>\$181.43</b> | <b>\$192.32</b> |

No.9 from Schedule A above

**TABLE 2 Current Compost Wholesale Rates (To Be Deleted)**

| Yards purchased<br>March 1 to February 28 | Ogogrow at 551<br>Commonage Road | Ogogrow at<br>Glenmore Landfill | Glengrow at Glenmore<br>Landfill |
|---|----------------------------------|---------------------------------|----------------------------------|
| Less than 50                              | \$21.43                          | \$21.43                         | \$21.43                          |
| 50 to 249                                 | \$16.07                          | \$16.07                         | \$16.07                          |
| 250 to 999                                | \$13.39                          | \$13.39                         | \$13.39                          |
| 1000 to 4999                              | \$8.00                           | \$8.00                          | \$8.00                           |
| 5000 to 19,999                            | \$5.00                           | \$5.00                          | \$5.00                           |
| 20,000 and up                             | \$2.50                           | \$2.50                          | \$2.50                           |

**Table 2A Proposed Compost Wholesale Rates (per cubic yard) (To replace Table 2)**

| Cubic yards purchased<br>per load | Ogogrow at 551<br>Commonage Road | Ogogrow at<br>Glenmore Landfill | Glengrow at Glenmore<br>Landfill |
|-----------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 3-7                               | \$15.00                          | \$20.00                         | \$25.00                          |
| More than 7                       | \$4.00                           | \$7.50                          | \$8.00                           |



No.10 from Schedule A above

**TABLE 3 Current Compost Retail Rates (To Be Deleted)**

|   |         |
|---|---------|
| Compost material sold at a retail level |         |
| Per supplied bag                        | \$4.19  |
| Per cubic yard                          | \$31.43 |

**Table 3A Proposed Compost Retail Rates (To replace Table 3)**

| Compost material sold at a retail level      | Glenmore Landfill |
|--|-------------------|
| Ogogrow or Glengrow - supplied bag           | \$4.29            |
| Glengrow per cubic yard (0.5 – 3 yards)      | \$30.00           |
| Ogogrow per cubic yard (0.5 – 3 yards)       | \$25.00           |
| Mulch per cubic yard (1 yard minimum charge) | \$15.00           |



City of  
**Kelowna**

# Bylaw 12488 – Amendment to Solid Waste Regulation Bylaw No. 10106

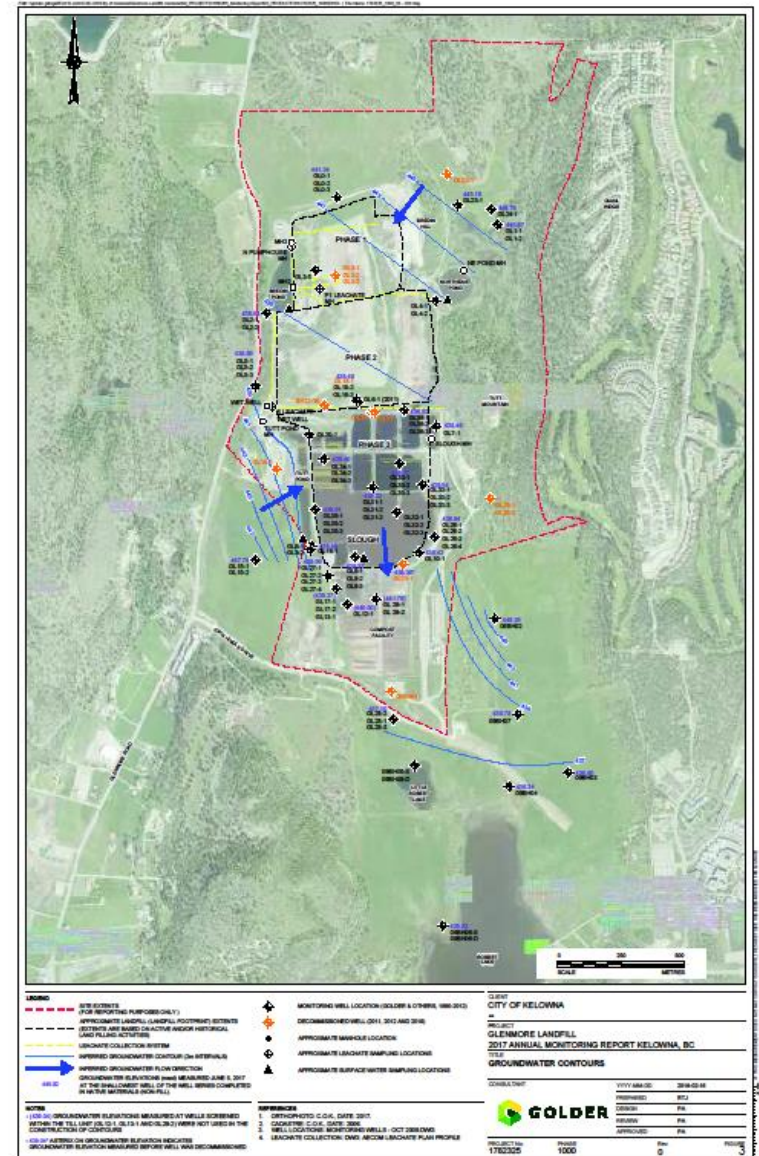
Utility Services | March 13, 2023

# Agenda

- ▶ Overview
- ▶ Rate review process
- ▶ Current proposed amendments

# Site overview

- Waste from RDCO & Big White
- Services population of 225,000
- ~155,000 tonnes disposed
- ~48,000 tonnes organics managed
- ~17,000 tonnes other materials diverted
- ~100,000 tonnes of clean fill remaining lifespan



# Rate review process

- ▶ Solid Waste Financial Model
  - ▶ Uses historical actual revenue and costs
  - ▶ Considers expected Operating and Capital costs
  - ▶ Ensures adequate reserve to fund future work
- ▶ 10-year Capital Plan
- ▶ Reviewed 2022 costs for selected wastes
  - ▶ Internal labour & equipment and service costs
- ▶ Considered time since last rate update and expected costs over the next year



# Proposed Rate Adjustments

- ▶ Garbage, asbestos and drywall rates were reviewed. Recommend they remain at current rates through 2024
- ▶ Waste rate increases effective July 1, 2023
  - ▶ Shingles (\$85/T to \$150/T)
  - ▶ Clean wood (\$10/T to \$25/T)
    - ▶ Minimum charge increased from \$5 to \$6
  - ▶ Yard Waste (\$40/T to \$44/T)
    - ▶ Minimum charge increased from \$5 to \$6
  - ▶ Contaminated Soil (\$8/T to \$15/T or \$25/T)
    - ▶ Rate based on level of contamination and ability to re-use operationally

# Proposed Rate Adjustments

► Rate comparison in the Okanagan Valley

| Waste Type        | Current Rate | Proposed Rate | Typical in Region |
|-------------------|--------------|---------------|-------------------|
| Clean Wood        | \$10         | \$25          | \$33 - \$60       |
| Yard Waste        | \$40         | \$44          | \$41 - \$60       |
| Contaminated Soil | \$8          | \$15 - \$25   | \$10 - \$50       |

# Proposed Rate Adjustments

## Solid Waste User Fee

- ▶ Reflects the curbside collection of garbage, recycling and green bin organics
- ▶ Has increased by 0.6% from 2019 - 2023
  - ▶ Remain at \$181.43 per household in 2023
  - ▶ Proposed to increase to \$192.32 In 2024
  - ▶ Increases reflect hauling and cart purchasing costs
  - ▶ Compensates for reduced revenue from RecycleBC due to contamination surcharges

# Proposed Rate Adjustments

- ▶ Amend Compost sales rate structure
  - ▶ Currently based on sliding scale
  - ▶ Discounts as total volume purchased increases
  - ▶ Would restructure to be based on volume of purchase
  - ▶ Adds a new mulch product for sale

# Proposed Rate Adjustments

## ▶ Amend Compost sales rate structure

### ▶ Wholesale rate

| Cubic yards purchased per load | Ogogrow at 551 Commonage Road | Ogogrow at Glenmore Landfill | Glengrow at Glenmore Landfill |
|--------------------------------|-------------------------------|------------------------------|-------------------------------|
| 3-7                            | \$15.00                       | \$20.00                      | \$25.00                       |
| More than 7                    | \$4.00                        | \$7.50                       | \$8.00                        |

### ▶ Retail Rate

| Compost material sold at a retail level      | Glenmore Landfill |
|--|-------------------|
| Ogogrow or Glengrow - supplied bag           | \$4.29            |
| Glengrow per cubic yard (0.5 – 3 yards)      | \$30.00           |
| Ogogrow per cubic yard (0.5 – 3 yards)       | \$25.00           |
| Mulch per cubic yard (1 yard minimum charge) | \$15.00           |





*Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# CITY OF KELOWNA

## BYLAW NO. 12488

### Amendment No.13 to the Solid Waste Management Regulation Bylaw No. 10106

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Solid Waste Bylaw No. 10106 be amended as follows:

1. THAT Section 1.2 INTERPRETATION be amended by adding the following definition:

“**Mulch**” means a coarse wood product not including ground dimensional lumber;

2. AND THAT **Schedule “B”**, 2.0 be amended by changing the fees and charges tables from:

|  | 2021     | 2022     | 2023     |
|--|----------|----------|----------|
| Garbage, Yard Waste, Recycling and Curbside Collection fee | \$163.87 | \$163.87 | \$163.87 |
| CORD Waste Reduction Office Programming                    | \$17.56  | \$17.56  | \$17.56  |
| TOTAL  | \$181.43 | \$181.43 | \$181.43 |

to

|  | 2023     | 2024     |
|--|----------|----------|
| Garbage, Yard Waste, Recycling and Curbside Collection fee | \$163.87 | \$174.76 |
| CORD Waste Reduction Office Programming                    | \$17.56  | \$17.56  |
| TOTAL  | \$181.43 | \$192.32 |

3. AND THAT **Schedule “E” SANITARY LANDFILL/RECYCLING FEES**, SECTION 1(b) be amended by changing from:

“Wood Waste        \$10.00 per metric tonne  
(i)     Lumber:     \$10.00 per metric tonne”

to

“Wood Waste        \$25.00 per metric tonne  
(ii)     Lumber:     \$25.00 per metric tonne  
(Effective July 1, 2023)”;

4. AND THAT **Schedule "E" SANITARY LANDFILL/RECYCLING FEES**, SECTION 1 (e) (i) be amended by changing:

"Yard Waste           \$40.00 per metric tonne"

to

"Yard Waste           \$44.00 per metric tonne  
(Effective July 1, 2023)";

5. AND THAT **Schedule "E" SANITARY LANDFILL/RECYCLING FEES**, SECTION 1 (h) be amended by changing

"Hydrocarbon Contaminated Soils           \$8.00 per metric tonne"

to

"Contaminated Soils                               \$15.00 per metric tonne  
(exceeding Agricultural Quality)  
  
\$25.00 per metric tonne  
(exceeding Industrial Quality)  
(Waste soils)  
(Effective July 1, 2023)";

6. AND THAT **Schedule "E" SANITARY LANDFILL/RECYCLING FEES**, SECTION 1 (w) be amended by changing

"Asphalt shingles for recycling               \$85.00 per metric tonne"

to

"Asphalt shingles for recycling               \$150.00 per metric tonne"

7. AND THAT **Schedule "E" SANITARY LANDFILL/RECYCLING FEES**, SECTION 3 be amended by changing "\$5.00 per load of wood waste or yard for loads weighing up to and including 250 kg" to "\$6.00 per load of wood waste or yard for loads weighing up to and including 250 kg (Effective July 1, 2023)";

8. AND THAT **Schedule "E" SANITARY LANDFILL/RECYCLING FEES**, SECTION 5.a be amended by deleting the table:

| Yards purchased<br>March 1 to February 28 | Ogogrow at 551<br>Commonage Road | Ogogrow at<br>Glenmore Landfill | Glengrow at Glenmore<br>Landfill |
|---|----------------------------------|---------------------------------|----------------------------------|
| Less than 50                              | \$21.43                          | \$21.43                         | \$21.43                          |
| 50 to 249                                 | \$16.07                          | \$16.07                         | \$16.07                          |

|                |         |         |         |
|----------------|---------|---------|---------|
| 250 to 999     | \$13.39 | \$13.39 | \$13.39 |
| 1000 to 4999   | \$8.00  | \$8.00  | \$8.00  |
| 5000 to 19,999 | \$5.00  | \$5.00  | \$5.00  |
| 20,000 and up  | \$2.50  | \$2.50  | \$2.50  |

and replace it with

| Cubic yards purchased per load | Ogogrow at 551 Commonage Road | Ogogrow at Glenmore Landfill | Glengrow at Glenmore Landfill |
|--------------------------------|-------------------------------|------------------------------|-------------------------------|
| 3 – 7                          | \$15.00                       | \$20.00                      | \$25.00                       |
| More than 7                    | \$4.00                        | \$7.50                       | \$8.00                        |

\*\* Per cubic yard

9. AND FURTHER THAT **Schedule "E" SANITARY LANDFILL/RECYCLING FEES**, SECTION 5.b be amended by deleting the table:

|   |         |
|---|---------|
| Compost material sold at a retail level |         |
| Per supplied bag                        | \$4.19  |
| Per cubic yard                          | \$31.43 |

and replace it with

|  |                   |
|--|-------------------|
| Compost material sold at a retail level      | Glenmore Landfill |
| Ogogrow or Glengrow - supplied bag           | \$4.29            |
| Glengrow per cubic yard (0.5 – 3 yards)      | \$30.00           |
| Ogogrow per cubic yard (0.5 – 3 yards)       | \$25.00           |
| Mulch per cubic yard (1 yard minimum charge) | \$15.00           |

This bylaw may be cited for all purposes as "Bylaw No. 12488, being Amendment No. 13 to Solid Waste Bylaw No. 10106."

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

# Report to Council



**Date:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Sewer Permit Agreement between Kelowna, Okanagan Indian Band and Canada  
**Department:** Infrastructure

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**Recommendation:**

THAT Council receives, for information, the report from the Infrastructure Division dated March 13, 2023, with respect to a sewer permit agreement between Kelowna, the Okanagan Indian Band, and the Government of Canada;

AND THAT the Mayor and City Clerk be authorized to execute the agreement on behalf of the City of Kelowna.

**Purpose:**

To secure the right of way of a City owned and operated sewer via an agreement with the Okanagan Indian Band and the Government of Canada.

**Background:**

In 2021 City of Kelowna staff entered negotiations with the District of Lake Country and Okanagan Indian Band (OKIB) staff to craft agreements on mutually shared services that would benefit each Community which culminated in the Memorandum of Understanding between the parties.

Over the past year, negotiation of several legal agreements has been conducted between the three partners as well as the Government of Canada. The parties are actively working on six separate legal agreements with the following subjects:

| MOU Ref # | Description  |
|-----------|--|
| 1         | Water supply agreement between Kelowna and Lake Country  |
| 2 & 3     | Water and sewer agreement between Kelowna and OKIB   |
| 4a        | <b>Sewer Permit Agreement between Kelowna, OKIB and Canada</b> <i>(subject of this report)</i> |
| 4b        | Rail Trail agreement between Kelowna and OKIB  |
| 4c        | Commonwealth Road permit between Kelowna and OKIB  |



|   |  |
|---|--|
| 5 | Sewer Agreement between Kelowna and Lake Country |
|---|--|

**Discussion:**

The sewer permit agreement (4a) is ready for execution. The sewer permit agreement protects the existing sewer main that is located within a section of the rail corridor on OKIB Reserve #7. This sewer main routes wastewater from the Beaver Lake Service Area and is necessary to allow the City to service OKIB lands (agreement 2 & 3) as well as allow for some treated wastewater effluent from Lake Country to be processed at the City’s wastewater treatment plant (agreement 5).

By entering into the sewer permit agreement, the Government of Canada is positioned to transfer the former rail corridor lands to OKIB which is necessary before the Rail Trail (4b) and Commonwealth Road (4c) agreements between Kelowna and OKIB can be completed. It should be noted that similar agreements are underway between OKIB and other private utilities within the rail corridor. All are necessary before the land transfer can occur.

The sewer permit requires the City of Kelowna to maintain the utility in good condition, being sensitive to the environment and surrounding properties. The agreement is included as Attachment 1.

**Conclusion:**

The sewer permit agreement protects critical wastewater infrastructure located on OKIB lands and is essential to executed before the other related agreements can be completed and the MOU commitments can be realized.

**Internal Circulation:**

Communications  
Financial Planning

**Considerations applicable to this report:**

**Financial/Budgetary Considerations:**

Operations and maintenance of the subject section of sewer main is already funded by the wastewater utility. There is no financial impact related to this agreement.

**Communications Comments:**

Appropriate public recognition of these agreements will occur with completion of some of the other agreements which is expected in the coming weeks.

**Considerations not applicable to this report:**

Existing Policy:  
External Agency/Public Comments:  
Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:

**Submitted by:** M. Logan, Infrastructure General Manager

**Approved for inclusion:** D. Gilchrist, City Manager

Attachment 1 - Sewer Permit

Attachment 2 - Presentation - Sewer Permit Agreement

cc: Divisional Director, Corporate Strategic Services  
Division Director, Financial Services

**PERMIT**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF CANADA,**  
as represented by the Minister of Indigenous Services

AND:

**OKANAGAN INDIAN BAND**

AND:

**CITY OF KELOWNA**

For lands requested to be added to Duck Lake Indian Reserve No. 7

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SCHEDULE A – Band Council Resolution

SCHEDULE B – Assignment Consent Agreement

SCHEDULE C – Environmental Protection Measures

SCHEDULE D – Certificate of Independent Legal Advice

SCHEDULE E – Overview Sketch of Permit Area

SCHEDULE F – Standard Operating Procedures

SCHEDULE G – Sewer Force Main Drawings

**THIS PERMIT AGREEMENT** is made

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Indigenous Services

("Canada")

**AND:**

**OKANAGAN INDIAN BAND**, as represented by Council

("OKIB")

**AND:**

**CITY OF KELOWNA**, a municipality under the laws of British Columbia having an office at 1435 Water Street, Kelowna, BC V1Y 1J4

(the "Permittee")

**WHEREAS:**

- A. The definitions for essential defined terms in this Permit appear in section 1.1 below.
- B. The Permit Area is part of the Lands requested by the Council to be set apart as a reserve (by way of an addition to the Reserve) by the Minister of Crown-Indigenous Relations under section 4 of the ALRRCA for the use and benefit of OKIB.
- C. OKIB negotiated with the Permittee the permitting arrangement set out in this Permit and the terms and conditions were negotiated between the Parties.
- D. The Council consented to the issuance of this Permit, and authorized its signatories to execute this Permit on behalf of OKIB, by way of resolution attached as Schedule A.
- E. The Minister of Crown-Indigenous Relations is authorized to issue this Permit under section 6 of the ALRRCA.



F. By a “Ministerial Delegation pursuant to section 9 of the *Department of Crown-Indigenous Relations and Northern Affairs Act*” dated August 29, 2019, the Minister of Crown-Indigenous Relations delegated that minister’s powers, duties and functions under subsection 6(1) of the ALRRCA to the Minister of Indigenous Services.

**NOW THEREFORE**, for mutual consideration, the Parties agree as follows:

## **1. INTERPRETATION**

1.1 In this Permit:

“**ALRRCA**” means the *Addition of Lands to Reserves and Reserve Creation Act*, SC 2018, c 27, s 675.

“**Alterations**” means any substantial (in the reasonable opinion of Canada or OKIB) alterations, restorations, renovations, relocations, reductions, additions, expansions, reconstructions, removals, replacements, repairs or modifications of all or part of the Works.

“**Appraisal**” means a written opinion of the Fair Market Fees prepared by an Appraiser in accordance with generally accepted appraisal practices.

“**Appraiser**” means a person who is accredited as an appraiser by the Appraisal Institute of Canada or its successor.

“**Artifact**” means any burial site, human remains, or any item of archeological or cultural interest.

“**Authority**” means any federal, provincial, municipal, OKIB or other governmental authority having jurisdiction in respect of the Permit Area, or the use of the Permit Area, including any utility company lawfully acting under its statutory power.

“**Authorized Uses**” means the uses referred to in section 2.4.

“**Commencement Date**” means the date that the Permit Area is set apart as a reserve under section 4 of the ALRRCA.

“**Construction and Environmental Management Plan**” means:

- (a) plans, design briefs, and construction specifications prepared and certified by an Engineer, on the basis that they may be relied upon by each of the Parties; and
- (b) any other documents relating to the construction or removal of the Works that are reasonably required by the Decision Maker,

which comply with or are consistent with:

- (c) applicable Laws;
- (d) an applicable Development Plan; and
- (e) any mitigation measures required under an applicable Environmental Review,

and includes plans to address how the impacts on the Environment during construction or removal of the Works will be managed, including the management of soil, water, waste, traffic and fire safety.

**“Contaminant”** includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, designated material or substance as defined in or pursuant to any applicable Environmental Laws.

**“Council”** means OKIB’s “council of the band” within the meaning of the *Indian Act*.

**“Decision Maker”** means the Minister, when the Minister is representing Canada under this Permit, and means the Council, or a Person designated by the Council, if OKIB takes over the position of Canada under this Permit by operation of law.

**“Development Plan”** means a scaled site plan for the Works, prepared and certified by an Engineer on the basis that it may be relied upon by each of the Parties, which includes a “North” arrow, title block, drawing scale, date, developer’s name and address, reference numbers, and the following features, including their location and dimensions where applicable:

- (a) boundary lines, acreage, natural and artificial features, and contiguous property;
- (b) roads, parking lots, and driving aisles;
- (c) buildings and structures; and
- (d) buried utilities.

**“Engineer”** means a person who is licensed as an engineer in the province of British Columbia.

**“Environment”** has the meaning given it in the *Canadian Environmental Protection Act, 1999*, SC 1999, c 33.

**“Environmental Laws”** means:

- (a) any Laws relating, in whole or in part, to the assessment and protection of the Environment; and

- (b) any decisions, determinations, mitigation measures, standards, codes, guidelines or environmental protection measures made pursuant to those Laws.

**“Environmental Review”** means Canada’s environmental review process to enable Canada to determine the environmental effects of a Project proposed for the Permit Area.

**“Exempt Project”** means a Project that is in one of the classes of projects designated under section 88 of the *Impact Assessment Act*, or any similar concept in any amended, succeeding or replacement Law.

**“Exempt Work”** means the operation, maintenance, repairs and minor upgrades of the Existing Sewer Works as per the SOP.

**“Existing Sewer Works”** means the sewer force main existing on the Permit Area on the Commencement Date and shown on the drawings attached as Schedule G. These Works consist of the following:

- (a) a sanitary sewer pressurized mainline which transfers wastewater from lands serviced by the Permittee which consists of buried pipeline, air valves, gate valves, maintenance portals, access roads and incidental hardware. The buried mainline is generally located 13.72 metres east of the centre line of the Rail Trail and aligned entirely within the permit area; and
- (b) a wastewater service area operated by the permittee servicing OKIB lands and areas in the District of Lake Country, a municipality under the laws of British Columbia.

**“Fair Market Fees”** means the most probable annual fees that the Permit Area should bring in a competitive and open market, reflecting all conditions of this Permit and assuming the following conditions:

- (a) Canada and the Permittee are typically motivated, well informed, well advised and are acting prudently in an arm’s length transaction;
- (b) a reasonable time is allowed for exposure in the open market and the fees represent the normal consideration for the Permit Area unaffected by undue stimuli or special fees or concessions granted by anyone associated with the transaction;
- (c) the Permit Area is owned by Canada in fee simple, free of all charges and encumbrances other than those registered in the Registry, and the inalienability or Indian reserve status of the Reserve is not a discounting factor and will not be used as a basis to lower valuation in comparing the Permit Area to other properties, whether or not such properties are Indian reserve lands; and

- (d) the Permit Area does not include any Works, including the Existing Sewer Works, and the contributory value of the Permittee's Works will not be taken into account.

**“Gross Negligence or Willful Misconduct”** means any act or failure to act (whether sole, joint or concurrent) by a Party that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of a Person which the Party knew, or should have known, would result from such act or omission, but does not include any act or failure to act that constitutes mere ordinary negligence or was done or omitted to be done in accordance with the express instructions or approval of the relevant Parties.

**“Impact Assessment Act”** means the *Impact Assessment Act*, SC 2019, c 28, s 1.

**“Indian Act”** means the *Indian Act*, RSC 1985, c I-5.

**“Initial Period”** means:

- (a) the five-year period starting on the commencement of the period referred to in paragraph 3.4.1(c) or (d), as the case may be; or
- (b) if the period referred to in in paragraph 3.4.1(c) or (d), as the case may be, is less than five years, that lesser period.

**“Lands”** means the area more particularly known and described as:

In the Province of British Columbia  
In Osoyoos Division of Yale District

All of the Railway through Duck Lake Indian Reserve No. 7 as shown on Plan RR1222A recorded in the Canada Lands Surveys Records in Ottawa.  
Containing about 17.36 acres (7.025 hectares),

or known by such legal description as may follow any setting apart as an addition to the Reserve for the use and benefit of OKIB.

**“Laws”** means all laws, statutes, regulations, codes and by-laws, as amended or replaced from time to time.

**“Minister”** means the Minister of Indigenous Services or any successor or replacement Minister with responsibility for administering this Permit.

**“MOU”** means the Memorandum of Understanding made as of January 25, 2022, between the District of Lake Country, OKIB and the Permittee.

**“New Sewer Works”** means:

- (a) all sanitary sewer and drainage pipelines;

- (b) all works, valves, pumps, fittings, meters, manholes, equipment, connections, appurtenances and other ancillary and related infrastructure owned or operated by the Permittee for conveying, disposing or treating wastewater; and
- (c) all other works required in connection with the sanitary sewer and drainage pipelines,

constructed on the Permit Area after the Commencement Date, but, for greater certainty, does not include Alterations to Existing Sewer Works constructed on the Permit Area after the Commencement Date.

**“Party”** means a party to this Permit.

**“Period”** means, as the case may be:

- (a) the Initial Period;
- (b) a five-year period starting on the day following the end of a preceding five-year period; or
- (c) the last period before OKIB and the Permittee enter into a Sewer Service Agreement or the last period of the Term, as the case may be, which may be less than five years, starting on the day following the end of the last full five-year period.

**“Permit”** means this agreement, and all Schedules attached to it, as amended from time to time.

**“Permit Area”** means that portion of the Lands shown generally on the overview sketch attached as Schedule E and, following any setting apart as an addition to the Reserve, more particularly known and described as:

In the Province of British Columbia  
In Osoyoos Division Yale District

All of the Railway Right of Way in Township 23, within Duck Lake Indian Reserve No. 7, as shown on Plan KAP602A filed in the Land Title Office, a copy of said plan is recorded as Plan RR1222A in the Canada Lands Surveys Records.

Lands described comprise about 2.61 hectares (6.44 acres).

**“Person”** includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association or society, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, board, commission or authority, organization or any other form of entity however designated or constituted, or any group, combination or aggregation of any of them.



**“Prepaid Fees”** means the amount set out in subsection 3.3.1.

**“Project”** has the meaning given it in section 81 of the *Impact Assessment Act*, and any similar concept in any amended, succeeding, or replacement Law.

**“Registry”** means the Indian Lands Registry, established under the *Indian Act*, or any successor or replacement registry with registration jurisdiction over the Permit Area.

**“Release”** includes discharge, dispose of, spray, inject, inoculate, abandon, deposit, spill, leak, leach, seep, pour, emit, empty, throw, dump, place or exhaust.

**“Reserve”** means Duck Lake Indian Reserve No. 7, which has been set apart for the use and benefit of OKIB.

**“Schedule”** means an attachment to this Permit labeled as a Schedule, which forms part of and is integral to the Permit.

**“Sewer Service Agreement”** means the sewer service agreement between the Permittee and OKIB contemplated in the MOU.

**“SOP”** means the Permittee's standard operating procedures attached as Schedule F.

**“Substantial Completion”** means the date on which a written certificate by an Engineer is delivered to each of Canada and OKIB certifying to them that the Works are substantially complete in all material respects, in a proper and workmanlike manner, and in accordance with the applicable Development Plan, the applicable Construction and Environmental Management Plan, applicable Laws, and the requirements in this Permit, except for deficiencies the correction of which, in the opinion of the Engineer, will be adequately addressed by the Permittee.

**“Taxes”** means any tax of an Authority applicable to the granting of this Permit or the payment of Prepaid Fees, Fair Market Fees or any other amount payable to Canada or OKIB under this Permit.

**“Term”** means the period starting on the Commencement Date and continuing for so long as the Permit Area is required by the Permittee for the Authorized Uses, unless this Permit ends early.

**“Works”** means:

- (a) the Existing Sewer Works; and
- (b) the New Sewer Works,

on the Permit Area, regardless of when constructed, and including any Alterations to any of them.

- 1.2 **Definitions** – Defined words are capitalized for ease of reference. A defined word may be read as having an appropriate corresponding meaning when it is used in the singular, plural, noun or verb form.
- 1.3 **Parts of the Permit** – The parts of this Permit are: article (1.); section (1.1); subsection (1.1.1); and paragraph (1.1.1(a)). Unless stated otherwise, any reference in this Permit to an article, section, subsection, or paragraph means the appropriate part of this Permit.

## 2. **USE OF AND ACCESS TO THE PERMIT AREA**

### 2.1 **Permittee's Rights to the Permit Area**

2.1.1 This Permit authorizes and permits the use and occupation by the Permittee of the Permit Area for the Authorized Uses.

2.1.2 The rights provided under this Permit do not, and will not be deemed to, convey or confer on the Permittee any title, fee, estate, or other right "in rem" in the Permit Area.

2.2 **Prior Rights** – This Permit is subject to any existing interest or right given for or attaching to the Permit Area, whether or not the Permittee has notice of such prior interest or right.

2.3 **Subsequent Rights** – The Permittee acknowledges that Canada and OKIB may authorize, as to their respective jurisdictions and authorities, further use and occupation of the Permit Area, subject to the Permittee's rights under this Permit. If Canada or OKIB authorizes any further use or occupation of the Permit Area, OKIB will use reasonable efforts to notify the Permittee of any such use or occupation.

2.4 **Authorized Uses** - Subject to every other part of this Permit, Canada hereby authorizes the Permittee to use the Permit Area non-exclusively for the Term to:

2.4.1 construct, maintain, operate, inspect, patrol (including aerial patrol), and remove the Works on the Permit Area;

2.4.2 unload and temporarily store materials on the Permit Area as necessary in connection with the rights granted under subsection 2.4.1;

2.4.3 clear and keep clear the Permit Area of any trees or other vegetation which may interfere with or affect the exercise of the Permittee's rights under this Permit;

2.4.4 pass and repass over the Permit Area and, with the consent of OKIB, over other parts of the Reserve, with or without workers, vehicles, materials and equipment, as necessary in connection with the exercise of the Permittee's rights under this Permit; and

- 2.4.5 generally, do all things necessary or incidental to the undertaking of the Permittee in connection with the foregoing.
- 2.5 **Permittee's Obligations** – The Permittee will:
- 2.5.1 not install any above grade works forming part of the Works without prior written consent of either the Council or a representative of OKIB designated from time to time by the Council, such consent not to be unreasonably withheld;
  - 2.5.2 construct, operate, maintain and remove the Works in a proper and workmanlike manner and, without limiting the foregoing, in accordance with any applicable consents, approvals, authorizations and determinations under sections 4.1 and 4.3 of this Permit;
  - 2.5.3 at all times keep and maintain the Works in good and safe repair and condition;
  - 2.5.4 forthwith, after completing any construction, operation, maintenance or removal of the Works, remove any of its structures, materials or equipment as are no longer required, raking up all rubbish and construction debris, and restoring the surface of such portions of the Permit Area and any of the Reserve utilized for access with the consent of OKIB as nearly as practicable to the same condition as existed prior to the commencement of such work; and
  - 2.5.5 without limiting any other part of this Permit, perform its activities under this Permit at a standard at least equal to that in respect of similar pipelines or works off-reserve.
- 2.6 Subject to section 2.7, the Permittee will provide OKIB with reasonable written notice of all proposed work to be performed on the Permit Area under this Permit.
- 2.7 Except in the event of an emergency, the Permittee will provide OKIB with not less than 10 days prior written notice of all proposed work to be performed on the Permit Area under this Permit involving below grade digging or excavation.
- 2.8 The Permittee will not fence the Permit Area or any part of it without the prior written consent of Canada and OKIB, except for safety reasons for a temporary period in connection with any work by the Permittee on the Permit Area.
- 2.9 The Permittee's rights or interests below the surface of the Permit Area are limited to such rights or interests as necessary for the exercise of the Permittee's rights under this Permit and the Permittee acknowledges that a separate permit is required under subsection 58(4) of the *Indian Act*, and may be required under other applicable Laws, for the taking or use of sand, gravel, clay and other non-metallic substances on or under lands in the Reserve.

- 2.10 The Permittee will not remove any merchantable timber from the Permit Area except in compliance with all applicable Laws.
- 2.11 The Permittee will compensate OKIB, or any other Person in lawful possession of lands in the Reserve, for damage to chattels, crops, trees or improvements, including buildings, drains, ditches, culverts, fences, bridges and roads, caused by the Permittee in the exercise of its rights or caused by its failure to fulfill its obligations under this Permit.
- 2.12 **Nuisance** – Except as required by the construction or removal of the Works, the Permittee will not cause or permit any nuisance on the Permit Area.
- 2.13 **Waste** – The Permittee will not cause or permit the commission of any waste of the Permit Area.
- 2.14 **Garbage** – The Permittee will not cause or permit any garbage or debris to be placed or left on the Permit Area, except as is reasonably necessary in accordance with the Authorized Uses.
- 2.15 **Inspection** – Canada and OKIB may each inspect (including the conducting of site assessments, audits or other tests on, and investigations of) the Permit Area at any time during the Term.
- 2.16 **Artifacts and Survey Monuments**
- 2.16.1 If any Artifact is discovered on the Permit Area, then the Permittee will immediately cease any work in the area of the Artifact and promptly notify OKIB of such Artifact. If there are no applicable OKIB or federal Laws relating to the disturbance of such Artifact, then the Permittee will comply with the requirements set out in the *Heritage Conservation Act*, RSBC 1996, c 187, even if not applicable on the Reserve, and with the reasonable requirements of OKIB.
- 2.16.2 If the Permittee causes or permits a legal survey monument to be disturbed, damaged or destroyed during the Term, then the Permittee will ensure that it is replaced by a licensed surveyor to the satisfaction of the Surveyor General of Canada.
- 2.17 **Representations about the Permit Area and its Use**
- 2.17.1 The Permittee acknowledges and agrees that Canada is authorizing the Permittee's use of the Permit Area on an "as is – where is" basis.
- 2.17.2 The Permittee acknowledges and agrees that neither Canada, OKIB, their respective officials, servants, employees, agents, contractors, subcontractors or other legal representatives, nor the Council has made any representations or warranties with respect to:

- (a) the condition of the Permit Area, including the Permit Area's compliance with any Laws or the presence of Contaminants on the Permit Area;
- (b) issues of title or encumbrances affecting title;
- (c) access to and from the Permit Area; or
- (d) the suitability of the Permit Area for the Permittee.

2.17.3 The Permittee represents and warrants that, prior to the Commencement Date, it conducted an inspection of the Permit Area, including any investigations that it deemed prudent regarding the Permit Area's compliance with applicable Laws, title, encumbrances, access and the presence of Contaminants on the Permit Area.

2.17.4 The Permittee represents and warrants that it is satisfied that the Permit Area is suitable for its intended uses and that those uses are within the Authorized Uses.

2.17.5 The Permittee represents and warrants that, effective as of the Commencement Date, the Permittee has surrendered and relinquished all of its rights and interests in:

- (a) Pipe Crossing Agreement KPR.04.1014, Mile 106.72, between Kelowna Pacific Railway Ltd. and City of Kelowna (SAP 3069616), signed by City of Kelowna January 6, 2004 and by Kelowna Pacific Railways Ltd. February 2, 2004; and
- (b) Pipe Crossing Agreement KPR.04.1011, Mile 107.13, between Kelowna Pacific Railway Ltd. and City of Kelowna (SAP 3069620), signed by City of Kelowna January 6, 2004 and by Kelowna Pacific Railways Ltd. February 2, 2004.

### **3. FEES AND OTHER PAYMENTS**

3.1 **Payments** – All payments made by the Permittee to Canada under this Permit will be:

- 3.1.1 paid in Canadian dollars;
- 3.1.2 made payable to the Receiver General for Canada;
- 3.1.3 paid without any prior demand, set-off, deduction or abatement; and
- 3.1.4 accompanied by any applicable Taxes.



3.2 **Outstanding Amounts** – Canada may apply any outstanding amounts owed to it by the Permittee under the Permit as Canada sees fit.

3.3 **Prepaid Fees**

3.3.1 The Permittee paid Prepaid Fees of \$10.00 to Canada on the Commencement Date, the receipt and sufficiency of which are hereby acknowledged by all Parties.

3.3.2 The Permittee agrees that the Permittee has no right to a refund of any Prepaid Fees from Canada or OKIB if this Permit ends early.

3.4 **Payment of Fair Market Fees in Certain Circumstances**

3.4.1 If:

(a) the Permittee and OKIB fail to enter into a Sewer Service Agreement as contemplated in the MOU within two years of the Commencement Date; or

(b) the Sewer Service Agreement ends before the end of the Term of this Permit and is not replaced with another sewer service agreement acceptable to OKIB and the Permittee,

then, upon OKIB or the Permittee delivering notice of the event to Canada and to the other Party, Fair Market Fees, as determined under section 3.5, will be payable by the Permittee for the period:

(c) starting on the Commencement Date and ending on the day OKIB and the Permittee enter into a Sewer Service Agreement; or

(d) starting on the day following the end of the Sewer Service Agreement and ending on the last day of the Term of this Permit,

as the case may be.

3.4.2 Once the Fair Market Fees for the Initial Period have been determined under section 3.5, the Permittee will promptly pay to Canada for the current year and, if applicable, each past year of the Initial Period:

(a) such Fair Market Fees owing for that year of the Initial Period;

(b) any Taxes on such Fair Market Fees; and

(c) interest at the rate set out for Indian moneys held by the government of Canada, calculated quarterly and compounded semi-annually, from the start of that year of the Initial Period until such Fair Market Fees are paid.

3.4.3 For the remainder of the Initial Period and in each subsequent Period, the Permittee will pay annual Fair Market Fees to Canada in the following amounts, plus applicable Taxes, on or before the anniversary date of the start of the period referred to in paragraph 3.4.1(c) or (d), as the case may be:

(a) for the remainder of the Initial Period, the Fair Market Fees for the Initial Period as determined under section 3.5; and

(b) in each subsequent Period, the greater of the Fair Market Fees paid in the previous Period or the Fair Market Fees for that subsequent Period as determined under section 3.5.

3.4.4 Canada will deposit any Fair Market Fees and any interest received under subsection 3.4.2 to an account for the benefit of OKIB. The Permittee agrees that the Permittee has no right to a refund of any Fair Market Fees or interest from Canada or OKIB if this Permit ends early.

3.5 **Fair Market Fees Determination** – The process to determine Fair Market Fees is as follows:

3.5.1 Within 90 days of Canada being notified of either of the events in paragraph 3.4.1(a) or (b), or, for each Period after the Initial Period, no later than 90 days and no more than 120 days before the beginning of that Period, the Permittee will obtain an Appraisal (the “Permittee’s Appraisal”) and deliver a copy of the Permittee’s Appraisal to each of Canada and OKIB. The Permittee’s choice of Appraiser and terms of reference for the Appraisal must be approved by each of Canada and OKIB in advance.

3.5.2 If either Canada or OKIB does not agree with the Fair Market Fees determination in the Permittee’s Appraisal, then, within 120 days of receipt of the Permittee’s Appraisal, such Party (at its expense if subsection 3.5.6 does not apply) will obtain an Appraisal (the “Second Appraisal”), a copy of which such Party will promptly deliver to each of the other Parties.

3.5.3 If the Fair Market Fees determination in the Permittee’s Appraisal is:

(a) equal to or higher than the Second Appraisal, then Fair Market Fees are determined to be the amount in the Permittee’s Appraisal;

(b) no more than 15.0% lower than the Second Appraisal, then Fair Market Fees are determined to be the amount in the Second Appraisal; or

(c) more than 15.0% lower than the Second Appraisal, then the Appraiser of the Second Appraisal (the “Second Appraiser”) and the Permittee’s Appraiser will promptly discuss the two Appraisals so as to attempt to reconcile the differences between their Appraisals and

jointly determine Fair Market Fees within 60 days of the delivery of the Second Appraisal to the Permittee.

- 3.5.4 If the Appraisers are unable to jointly determine Fair Market Fees within the 60-day period set out in paragraph 3.5.3(c), then the Permittee and the Party who retained the Second Appraiser will agree upon a third, independent Appraiser to promptly review the two Appraisals and determine Fair Market Fees, which determination is binding upon the Parties. Subject to subsection 3.5.6, the Party who retained the Second Appraiser and the Permittee will each bear 50% of the costs of the Appraiser under this subsection.
- 3.5.5 If the Permittee fails to comply with subsection 3.5.1 in the time allowed, then Canada may at any later time obtain an Appraisal and determine Fair Market Fees based on the valuation in that Appraisal, which determination is binding on the Parties. When Fair Market Fees are determined under this subsection, Canada will promptly notify the Permittee and OKIB of such amount.
- 3.5.6 If Canada obtains an Appraisal under subsection 3.5.5, or either Canada or OKIB obtains an Appraisal under subsection 3.5.2 that is in the category set out in paragraph 3.5.3(c), then:
- (a) the expense for such Appraisal will, upon notice, be immediately due as an amount owing to Canada or OKIB, as the case may be, which the Permittee will promptly pay; and
  - (b) the costs for the work of the Appraisers in paragraph 3.5.3(c) and 3.5.4 will be paid solely by the Permittee.

**3.6 Sufficiency of Fees – OKIB acknowledges and agrees that:**

- 3.6.1 the Prepaid Fees are reasonable and sufficient consideration for this Permit;  
or
- 3.6.2 if section 3.4 applies, the Prepaid Fees and Fair Market Fees are reasonable and sufficient consideration for this Permit,

and OKIB hereby releases Canada and Canada's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from any liability associated with the sufficiency of the consideration for this Permit.

**3.7 Other Amounts Payable**

- 3.7.1 If, at any time before or after this Permit ends, Canada incurs any expenses by reason of any failure of the Permittee to perform or observe any of the Permittee's obligations to Canada under this Permit, then the amount of each expense, together with interest, accruing from the date of such

expense, and an administration fee of 15% of the expenses will be payable to Canada and will be promptly paid by the Permittee on notice from Canada.

3.7.2 If, at any time before or after this Permit ends, OKIB incurs any expenses by reason of any failure of the Permittee to perform or observe any of the Permittee's obligations to OKIB under this Permit, then the amount of each expense, together with interest, accruing from the date of such expense, and an administration fee of 15% of the expenses will be payable to OKIB and will be promptly paid by the Permittee on notice from OKIB. Amounts payable to OKIB will be paid in Canadian dollars, accompanied by any applicable Taxes, and without any set-off, deduction, or abatement.

3.8 **Arrears to Bear Interest** – Subject to subsection 3.4.2, if any amount owing to Canada or OKIB by the Permittee under this Permit is not paid when due, then the Permittee will pay interest on the unpaid amount at the prime lending rate established by the Bank of Canada, calculated quarterly and compounded semi-annually, plus 5% per annum, from the date the amount is due until the date that the payment is received. This stipulation for interest will not prejudice or affect any remedies of Canada or OKIB under this Permit or otherwise, or be construed to relieve the Permittee from any default in paying any amount owing at the time and in the manner specified in this Permit.

3.9 **Survival of Sections** – Sections 3.6 to 3.8, inclusively, survive when this Permit ends.

#### 4. CONSTRUCTION

4.1 **No New Sewer Works Without Consent** – Without limiting section 4.3, before beginning any construction of New Sewer Works on the Permit Area, or altering the Permit Area in anticipation of such construction, the Permittee will obtain the consent of the Council, which consent may be unreasonably withheld.

4.2 **No Consent for Exempt Work** – For greater certainty, the Permittee is not required to obtain the consent of the Council for Exempt Work.

4.3 **No Construction or Removal Before Review** – Except for Exempt Work, before beginning any construction or removal of any Works on the Permit Area, or altering the Permit Area in anticipation of such construction or removal, the Permittee will, if applicable:

4.3.1 apply to the appropriate Authority for, and obtain, any necessary approvals and authorizations;

4.3.2 unless the construction or removal constitutes an Exempt Project, complete an applicable Construction and Environmental Management Plan for such

construction or removal that is considered to meet the requirements of this Permit by the Decision Maker under section 8.3; and

- 4.3.3 unless the construction or removal constitutes an Exempt Project, obtain a written determination from the Decision Maker under section 8.2 that the applicable Project pertaining to such construction or removal may proceed.
- 4.4 **Construction Already Occurred** – For greater certainty, Canada’s and OKIB’s approval or authorization under subsection 4.3.1 is not necessary for construction that has already occurred in relation to the Existing Sewer Works prior to the execution of this Permit. The Permittee represents and warrants that as of the Commencement Date, the Existing Sewer Works have been constructed in a proper and workmanlike manner and in accordance with all approvals and authorizations required under applicable Laws, and satisfy the standards set for the Permittee for the respective type of Works off-reserve.
- 4.5 **Stop Work Orders and Injunctions** – If section 4.1 or 4.3 is breached, then, in addition to any other remedy available to either Canada or OKIB:
  - 4.5.1 each such Party may issue a “stop work order”, which such Party is entitled to post in conspicuous locations on the Permit Area;
  - 4.5.2 OKIB may bar any Person performing any physical activity that is contributing to such breach from the Reserve until such time as the breach is rectified by obtaining all of the required consents, approvals, authorizations, plans and determinations required under section 4.1 or 4.3;
  - 4.5.3 the Permittee will promptly remediate any damage to the Permit Area and any other area on the Reserve arising from such breach that is not otherwise consented to under section 4.1, or approved of, authorized or consented to in a determination as required by section 4.3; and
  - 4.5.4 each of Canada and OKIB is entitled to obtain an injunction from a court of competent jurisdiction against the continuation of such breach, such Party’s costs of which (including legal costs on a solicitor and own client basis) are to be paid promptly to the applicable Party.
- 4.6 **Construction Compliance** – Once the requirements of section 4.1, if applicable, and section 4.3 have been met in relation to any Works, the Permittee will promptly construct or remove such Works:
  - 4.6.1 in a proper and workmanlike manner;
  - 4.6.2 in accordance with any applicable consents, approvals, authorizations, plans and determinations, including any applicable Development Plan and Construction and Environmental Management Plan;
  - 4.6.3 in accordance with applicable Laws;



4.6.4 in accordance with all mitigation measures required under an applicable Environmental Review; and

4.6.5 to at least the standards set for the Permittee for the respective type of Works off-reserve, as those standards may be amended or replaced from time to time.

#### 4.7 **Drawings and Plans**

4.7.1 Upon completion of the construction of the Works, the Permittee will promptly deliver to each of Canada and OKIB reproducible as-built or record drawings of completed Works, certified correct by an Engineer, that the standards referred to in section 4.6 have been met.

4.7.2 The Permittee will maintain an updated chronological record of all finalized Construction and Environmental Management Plans relating to the Permit Area. Within 30 days of a request by either Canada or OKIB, the Permittee will provide the requesting Party with a copy of the updated chronological record and copies of such plans for any year identified by the requesting Party.

### 5. **THE WORKS**

5.1 **Damage to, or Destruction of, Works** – Subject to section 5.2, if any Works are damaged or destroyed during the Term, then:

5.1.1 the Permittee will promptly notify each of Canada and OKIB of the damage:

5.1.2 this Permit will not be deemed to have ended; and

5.1.3 the Permittee will repair or replace the Works within a reasonable time and, to the extent possible, to a standard at least substantially equal in quality of material and workmanship to the original material and workmanship.

5.2 **Damage to, or Destruction of, Works by OKIB** – If any Works are damaged or destroyed by OKIB during the Term, then:

5.2.1 OKIB will promptly notify the Permittee of the damage;

5.2.2 this Permit will not be deemed to have ended; and

5.2.3 the Permittee will repair or replace the Works within a reasonable time and, to the extent possible, to a standard at least substantially equal in quality of material and workmanship to the original material and workmanship, the reasonable costs of which will be paid by OKIB to the Permittee.

5.3 **Repair & Maintenance** – Neither Canada nor OKIB will be required to maintain or make any repairs or Alterations to any Works. The Permittee will repair and

maintain the Works in good order and condition in all respects to the standard consistent with the age and nature of the Works as would be maintained by a prudent owner.

## **6. INSURANCE**

6.1 **Errors and Omissions Insurance** – The Permittee will provide evidence to each of Canada and OKIB that errors and omissions insurance, with minimum limits of \$1,000,000 per claim and annual aggregate, is obtained with respect to design work of the Engineers on any Works to be constructed.

6.2 **Construction Insurance** – From the date that construction is started on the Permit Area, including the stockpiling of construction materials on the Permit Area in anticipation of construction, to Substantial Completion, and any other time Works are being constructed, the Permittee will ensure that the following insurance is obtained and maintained:

6.2.1 Commercial general liability insurance against claims for bodily injury (including death), personal injury or property damage arising in connection with the use of the Permit Area for construction. The policy will be written on a commercial general liability basis with liability limits of at least \$5,000,000 per occurrence (or any other higher amount that either Canada or OKIB reasonably requires by delivery of notice to the Permittee before construction begins) and with each of Canada and OKIB as additional insureds.

6.2.2 Except for Exempt Projects and Exempt Work, “wrap-up” construction insurance to cover “all risks” of physical damage to, or loss of, the Works (including goods and materials to be incorporated in the Works while in storage at the site or in transit to it) and must include the perils of flood and earthquake (for any properties located in earthquake zones classified as high to extreme by the Institute for Catastrophic Loss Reduction or its successor). The policy will be written in an amount at least equal to such Works’ full replacement value, plus no less than 25% of budgeted “soft costs”, and with OKIB as an additional insured with loss payable to the Permittee and OKIB as their respective interests may appear.

6.3 **Liability & Property Insurance** – In addition to section 6.2, the Permittee will ensure that the following insurance is maintained during the Term and any other period it may be on the Permit Area, including any period where the Permittee is removing the Works under section 11.3, notwithstanding section 11.7:

6.3.1 Commercial general liability insurance against claims for bodily injury (including death), personal injury or property damage arising in connection with the use of the Permit Area. The policy will be written on a commercial general liability basis with liability limits of at least \$5,000,000 per occurrence (or to any higher amount that either Canada or OKIB reasonably

requires by delivery of notice to the Permittee) and with each of Canada and OKIB as additional insureds.

6.3.2 Property insurance to cover “all risks” of physical damage to, or loss of, the Works and must include the perils of flood and earthquake (for any properties located in earthquake zones classified as high to extreme by the Institute for Catastrophic Loss Reduction or its successor) and blanket by-laws and sewer backup coverage. The policy will be written in an amount at least equal to such Works’ full replacement value, with OKIB as an additional insured with loss payable to the Permittee and OKIB as their respective interests may appear.

6.3.3 Any other insurance that may be reasonably required from time to time by either Canada or OKIB and that a prudent owner of the Permit Area or the Works would obtain.

#### **6.4 Self-Insurance**

6.4.1 Notwithstanding sections 6.1 - 6.3 but subject to subsections 6.4.2 and 6.4.3, the Permittee may, with the consent of Canada and OKIB, elect to self-insure with respect to the Permittee’s obligations in sections 6.1 - 6.3. In such circumstances, the Permittee is not required to obtain and maintain the insurance required in sections 6.1 - 6.3, provided the Permittee requires any Person, other than the Permittee, carrying on construction on the Permit Area due to the Permittee’s rights under this Permit to obtain and maintain the insurance required under sections 6.1 - 6.3, and to ensure that all such insurance includes Canada and OKIB as additional insureds.

6.4.2 If the Permittee determines that it can no longer self-insure, or otherwise elects to obtain any of the insurance required under sections 6.1 - 6.3 instead of self-insuring, the Permittee will, within 30 days of such determination or election, deliver to Canada and OKIB proof of the insurance required under sections 6.1 - 6.3 or the insurance the Permittee has elected to obtain, as the case may be.

6.4.3 If Canada or OKIB, each in its sole discretion, determines that the Permittee’s self-insurance is no longer adequate to address the matters for which insurance is required under sections 6.1 - 6.3, the Permittee will, on notice from Canada or OKIB, as the case may be, obtain the insurance required under sections 6.1 - 6.3 and provide to Canada and OKIB proof of such insurance within 30 days of such notice.

#### **6.5 General Insurance Provisions**

6.5.1 Every insurance policy required under this Permit in which Canada or OKIB is an insured (either additional or additional named) will contain:

- (a) an agreement by the insurer that it will not cancel the policy without first giving such insured at least 30 days prior notice;
- (b) a clause to the effect that any release from liability entered into prior to any loss will not affect the right of such insured to recover;
- (c) a waiver of subrogation by the insurers against such insured; and
- (d) a provision that the policies will not be invalidated by any act, omission or negligence of any Person that is not within the knowledge or control of such insured.

6.5.2 All property insurance policies will include either a stated amount co-insurance endorsement or, alternatively, confirm that no co-insurance applies, to prevent the insureds from becoming co-insurers.

6.5.3 All insurance required under this Permit must include the features customarily included in that type of insurance on similar Works in British Columbia by prudent owners and any features that Canada or OKIB reasonably requires. The insurance must not include any non-standard, special, or unusual exclusions or restrictive endorsements without first getting the written consent of each of Canada and OKIB.

6.5.4 The Permittee will not do anything, or permit or suffer anything to be done, at the Permit Area that might cause the insurance policies required by this Permit to be invalidated or cancelled.

6.5.5 On the Commencement Date, the Permittee will promptly deliver certificates evidencing every insurance policy that is required by this Permit to each Party insured under such insurance, and will deliver to each such Party, at least 15 days before the expiry of any such insurance, a certificate of renewal, or other evidence satisfactory to each such Party, that the insurance has been renewed or replaced.

6.5.6 The Permittee will provide each of Canada and OKIB with a written statement, prepared and signed by a qualified insurance professional, confirming that the insurance policies obtained for the benefit of such Party satisfy the terms of the Permit.

6.5.7 The Permittee will, upon request from Canada or OKIB, deliver to the requesting Party a certified copy of every requested insurance policy.

**6.6 Release of Insured Claims – The Permittee releases:**

6.6.1 Canada and Canada's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from all liability for loss (including economic loss), damage or injury (including any loss, damage or injury that may arise out of the negligence or omission of any of them)

in any way caused by or resulting from any of the perils or injury against which it has covenanted in this Permit to insure; and

6.6.2 OKIB and OKIB's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from all liability for loss (including economic loss), damage or injury (including any loss, damage or injury that may arise out of the negligence or omission of any of them) in any way caused by or resulting from any of the perils or injury against which it has covenanted in this Permit to insure.

6.7 **Payment of Loss under Insurance** – The insureds to whom moneys are payable under any or all of the policies of insurance required to be obtained under subsections 6.2.2 or 6.3.2 (or self-insurance under subsection 6.4.1 with respect to the Permittee's obligations in subsections 6.2.2, or 6.3.2) will use such insurance moneys for the repair or replacement of the Works for which such insurance moneys were paid against certificates of the Engineer (or such other Person as OKIB and the Permittee may agree upon) who is in charge of such repair or replacement.

6.8 **Cancellation of Insurance** – The Permittee will immediately notify each of Canada and OKIB if any insurance policy in which such Party is an insured is:

6.8.1 cancelled or threatened to be cancelled, and promptly deliver evidence of a certificate of renewal or other evidence satisfactory to such Party that the insurance has been renewed or replaced at least 15 days before the cancellation of such policy; or

6.8.2 suspended, and promptly provide evidence to such Party that the policy has been reinstated or replaced.

6.9 **Payment of Insurance Premiums** – If the insurance premiums are not paid when they become due, then the insured Canada or OKIB may pay them or obtain any insurance that such Party deems necessary, in such Party's sole discretion, and such Party's payment for this are immediately due and payable by the Permittee upon delivery of notice from such Party.

## 7. LAWS / TAXES / UTILITIES

### 7.1 Compliance with Laws

7.1.1 The Permittee will comply with all applicable Laws regarding this Permit, the Permit Area and any activity on the Permit Area and will require and ensure that any other Person on the Permit Area because of the Permittee's rights under this Permit also complies with all applicable Laws regarding this Permit, the Permit Area and any activity on the Permit Area.



7.1.2 The Permittee will promptly deliver to each of Canada and OKIB copies of any notice from an Authority requiring something to be done, or stop being done, on the Permit Area. Once the matter under the notice has been resolved to the Authority's satisfaction, the Permittee will promptly deliver proof, satisfactory to each of Canada and OKIB, evidencing the resolution.

7.1.3 On request from Canada or OKIB, the Permittee will either promptly deliver to such Party information from an Authority about the Permittee's compliance, or promptly arrange for written authorization to allow such Party to receive information from an Authority about the Permittee's compliance or non-compliance with applicable Laws.

## 7.2 **Taxes**

7.2.1 Without limiting the generality of section 7.1, the Permittee will promptly pay all applicable taxes, trade licences, rates, levies, duties and assessments of any kind, together with all charges, penalties and interest imposed by any Authority, regarding the Permittee's interest in this Permit, the use and occupation of the Permit Area under this Permit or the payment of fees or other amounts payable by the Permittee.

7.2.2 Without in any way relieving or modifying the obligation of the Permittee to comply with subsection 7.2.1, the Permittee may contest or appeal the validity or amount of any tax, trade licence, rate, levy, duty, assessment, charge, penalty or interest referred to in subsection 7.2.1, provided that the Permittee promptly commences any proceedings to contest or appeal such validity or amount and continues the proceedings with all due diligence and does not cause a charge, encumbrance or claim to be made against the Permit Area.

7.2.3 The Permittee will, on request by Canada or OKIB, provide such Party with official receipts of the Authority or other proof satisfactory to such Party evidencing payment of any applicable taxes, trade licences, rates, levies, duties, assessments, charges, penalties or interest.

## 7.3 **Utilities**

7.3.1 Neither Canada nor OKIB will be required to provide any services, utilities or facilities to the Permit Area. The Permittee will secure or provide, and will maintain, all services, utilities and facilities required from time to time for the use of the Permit Area.

## **8. ENVIRONMENT**

### **8.1 Compliance with Environmental Laws**

- 8.1.1 The Permittee will comply with the environmental protection measures set out in Schedule C.
- 8.1.2 The Permittee will not use the Permit Area to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, Release or process any Contaminants, except as may be reasonably required for the Authorized Uses and in compliance with Environmental Laws.
- 8.1.3 The Permittee will not carry out any operations or activities, or construct any Works, that in the reasonable opinion of either Canada or OKIB materially increase the risk of liability to such Party (whether directly or indirectly) as a result of the application of Environmental Laws.
- 8.1.4 If Canada or OKIB reasonably determines that the promulgation of, or amendment to, any Environmental Laws has materially increased the probability or extent of such Party's liability under any Environmental Laws with respect to the Authorized Uses, then the Permittee is responsible to each of Canada and OKIB for such potential liability and the Parties will, if a Party reasonably considers it necessary, negotiate an amendment to this Permit to better reflect this assumption of, and provide a process for payment for, such potential liability by the Permittee.

### **8.2 Environmental Impact Review**

- 8.2.1 As a "designated project", as defined in the *Impact Assessment Act*, has its own process under the auspices of a different federal minister than the Minister, subsections 8.2.2 – 8.2.8 and sections 8.3 and 8.4 do not apply to a designated project and any similar concept in any amended, succeeding, or replacement Law.
- 8.2.2 Subsections 8.2.3, 8.2.5 – 8.2.8 only apply to the Decision Maker's environmental assessment responsibilities with respect to the existence, scoping, and determination of a Project and do not limit the processes or powers of any other federal minister with assessment responsibilities for such Project.
- 8.2.3 If the Permittee considers that a proposed Project is an Exempt Project, then it will deliver to the Decision Maker (and, if the Minister is the Decision Maker, then also to OKIB) sufficient information about the proposed Project for the Decision Maker to determine if the Project is or is not an Exempt Project. If the Decision Maker determines that the proposed Project is an Exempt Project, then, subject to any conditions imposed by the Decision Maker under its determination, an environmental impact determination of

such Project is not required and subsections 8.2.5 – 8.2.8 and sections 8.3 and 8.4 do not apply to such Project.

8.2.4 An environmental impact determination of Exempt Work is not required and subsections 8.2.5 – 8.2.8 and sections 8.3 and 8.4 do not apply to Exempt Work unless the Exempt Work will be carried out due to Contaminants.

8.2.5 The Permittee will deliver to the Decision Maker (and, if the Minister is the Decision Maker, then also to OKIB) any information about a proposed Project reasonably required by the Decision Maker, including:

- (a) an environmental site assessment of the environmental condition of the Permit Area affected by such Project, stating that it may be relied upon by all Parties;
- (b) a Development Plan consistent with the Project; and
- (c) an environmental review report of such Project,

to enable the Decision Maker:

- (d) to determine the environmental effects of such Project as the Decision Maker may by applicable Law be required to make; or
- (e) if OKIB takes over the position of Canada under this Permit by operation of law and no applicable Law requires such determination, then, in the discretion of the Decision Maker, to determine whether or not, subject to any mitigation measures that the Decision Maker reasonably requires, the Project is likely to cause any significant adverse environmental effects.

8.2.6 If the Decision Maker is not reasonably satisfied with any information delivered under subsection 8.2.5, then the Decision Maker will notify the Permittee of each inadequacy (and, if the Minister is the Decision Maker, deliver a copy of such notification to OKIB). The Permittee will ensure that the inadequacies are addressed to the reasonable satisfaction of the Decision Maker, which revised information the Permittee will deliver to the Decision Maker (and, if the Minister is the Decision Maker, then also to OKIB).

8.2.7 If the Decision Maker determines that the Project may proceed, then the Permittee will:

- (a) ensure that the Project, including site preparation, construction, operation and decommissioning of the Project, will comply with any mitigation measures, including monitoring and compliance, that the Decision Maker reasonably requires under such determination; and

(b) deliver to the Decision Maker (and, if the Minister is the Decision maker, then also to OKIB) certification by an Engineer, or applicable professional, of the implementation, within the timelines specified in such determination, of all mitigation measures, including monitoring and compliance, required under such determination.

8.2.8 If the Decision Maker reasonably determines that the Project may not proceed, then:

(a) the Decision Maker will deliver reasons for such determination to the Permittee (and, if the Minister is the Decision Maker, deliver a copy to OKIB); and

(b) subject to such appeals as may be permitted by law, the Permittee releases Canada, the Decision Maker, OKIB, Council and their respective officials, servants, employees, agents, contractors, subcontractors and other legal representatives for the inability of the Permittee to use the Permit Area as anticipated.

### **8.3 Construction and Environmental Management Plan**

8.3.1 The Permittee will deliver to each of the Decision Maker (and, if the Minister is the Decision Maker, deliver a copy to OKIB) a Construction and Environmental Management Plan for any Works proposed to be constructed or removed under a Project.

8.3.2 The Decision Maker will review the Construction and Environmental Management Plan to determine if it meets the requirements of this Permit. If no further information is required, then the Decision Maker will inform each of the Permittee and OKIB of this. If further information is reasonably required, then the Decision Maker will notify each of the Permittee and OKIB of this and the Permittee will deliver such additional information to the Decision Maker (and, if the Minister is the Decision Maker, deliver a copy to OKIB). This process will continue until the Decision Maker is reasonably satisfied that the Construction and Environmental Management Plan meets the requirements of this Permit.

8.3.3 The Permittee acknowledges and agrees that none of Canada, OKIB, Council, or the Decision Maker owes a duty of care to the Permittee or any other Person in reviewing any Construction and Environmental Management Plan, as such review is solely for the respective benefit of the Canada and OKIB. The Permittee releases Canada, OKIB, Council, the Decision Maker, and their respective officials, servants, employees, agents, contractors, subcontractors and other legal representatives from any liability associated with their reviews of, and the Permittee's implementation of, any Construction and Environmental Management Plan.

8.4 **Environmental Bond** – The Permittee acknowledges that Canada may require security for the decommissioning of a Project as a mitigation measure in a determination under an Environmental Review of such Project. If such security is required, then the Permittee will provide Canada with security (such as an environmental bond, letter of credit or other security) reasonably acceptable to Canada, in an amount reasonably acceptable to Canada, for the decommissioning of such Project. That security will be provided to Canada promptly after notification and will remain a paid up, valid security until the completion of the decommissioning of the Project, whether that is before or after this Permit ends.

## 8.5 **Environmental Site Assessment**

8.5.1 Prior to the execution of this Permit, Tetra Tech Canada Inc., a qualified independent consultant undertook an environmental site assessment of the environmental condition of the Permit Area prior to the Commencement Date, resulting in a report titled “Human Health and Ecological Risk Assessment, CN Railway Right-of-Way Mile 105.9 to 106.6 and Mile 107.0 to 107.5 Duck Lake Indian Reserve 7” and dated November 23, 2018. The consultant has stated that the report may be relied upon by all Parties and the Permittee agrees that all Parties may rely upon it.

8.5.2 Within 8 months before the expiration of the Term, or within 120 days after the earlier termination of this Permit, the Permittee will have a qualified independent consultant undertake an environmental site assessment of the environmental condition of the Permit Area at that time and will provide each of Canada and OKIB with a report, reasonably satisfactory to each of them, on such condition. The report will state that it may be relied upon by all Parties and the Permittee agrees that all Parties may rely upon it.

8.5.3 The environmental site assessment reports referred to in subsections 8.5.1 and 8.5.2 will be *prima facie* evidence of the environmental condition of the Permit Area immediately prior to the Commencement Date and immediately prior to the expiration of this Permit or immediately after the earlier termination of this Permit, as the case may be.

8.5.4 Prior to the end of the Term, or within 60 days after the issuance of the report referred to in subsection 8.5.2 if this Permit ends early, the Permittee will remediate the Permit Area to the environmental condition of the Permit Area identified in the report referred to in subsection 8.5.1 or to such other environmental condition as may be acceptable to both Canada and OKIB, but, if Canada and OKIB disagree upon such other environmental condition, then to the more stringent requirements of either of them.

## 8.6 **Contaminants and Releases**

8.6.1 Prior to the end of the Term or within 90 days after the earlier termination of this Permit, the Permittee will remove from the Permit Area any



Contaminants that are, or have been, located, stored or incorporated on the Permit Area by the Permittee or any Person on the Permit Area because of the Permittee's rights under this Permit and, upon removal, will promptly provide each of Canada and OKIB with documentation satisfactory to each of them, confirming the completion of the removal satisfactory to each of them and any Authority.

8.6.2 Upon the Release of any Contaminants by the Permittee or any Person on the Permit Area because of the Permittee's rights under this Permit, the Permittee will:

- (a) immediately deliver notice to Canada, OKIB and any appropriate Authority of the occurrence of the Release;
- (b) ensure that any notice includes details relating to the Release, including the time and extent of the Release, the estimated amount of such Contaminants, the remedial action taken prior to the delivery of the notice, and the remedial action that the Permittee intends to take in order to contain or rectify the Release;
- (c) immediately remove from the Permit Area such Contaminants, and take all remedial action necessary to fully rectify the effects of the Release, in compliance with all reasonable requests by each of Canada and OKIB and all applicable Environmental Laws;
- (d) provide each of Canada and OKIB with an environmental site assessment report, satisfactory to each of them, prepared by a qualified independent consultant, specifying the Permittee's activities under paragraph (c) and the state of the Permit Area after the completion of such activities as compared to the state of the Permit Area prior to the Release, and stating that such report may be relied upon by all Parties, and the Permittee agrees that each of Canada and OKIB may rely on such report; and
- (e) undertake such further activities as either Canada or OKIB may reasonably require to remove such Contaminants and rectify the Release, based on the report referred to in this subsection.

8.7 **Representations and Warranties** – The Permittee represents and warrants to each of Canada and OKIB that:

8.7.1 the Permittee's operations on the Permit Area do not involve the location, storage, incorporation, manufacture or Release of any Contaminants except in accordance with this Permit; and

8.7.2 neither the Permittee nor its directors or senior officers have been prosecuted for any offences or received any orders or administrative, monetary or other similar penalties under any Environmental Laws.

8.8 **Survival of Article** – This article survives when this Permit ends.

## 9. **ASSIGNMENTS AND ENCUMBRANCES**

9.1 **Assignments Require Consent** – The Permittee may not assign its interest in this Permit without the consent of each of Canada and OKIB and no assignment is valid until the proposed assignee has executed a written agreement with the Parties substantially in the form of the Assignment Consent Agreement attached as Schedule B.

9.2 **No Relief by Assignment** – An assignment will not relieve or discharge the Permittee from any of its obligations or liabilities under this Permit unless the Party benefitting from such obligation or liability has agreed, in writing, to release the Permittee from such obligation or liability. For greater certainty, any such agreements by Canada and OKIB need not be consistent with each other.

9.3 **No Encumbrances** – The Permittee will not charge, mortgage, pledge or encumber the Works or any of its rights under this Permit.

## 10. **DEFAULTS AND EARLY TERMINATION**

### 10.1 **Defaults on Obligations Owed to Canada or OKIB**

10.1.1 If the Permittee defaults on any obligation owed to Canada or OKIB under this Permit, then that Party may deliver to the Permittee a default notice, with a copy to the other Party.

10.1.2 The Permittee will cure the default identified in a default notice within 30 days of delivery for a default of any obligation. If such default can reasonably be cured within 30 days after the default notice is delivered, and the Permittee fails to cure such default within the 30 days, or such default cannot reasonably be cured within 30 days after the default notice is delivered and the Permittee does not begin to cure such default within the 30 days to the reasonable satisfaction of Canada or OKIB, or continue to cure such default with due diligence after beginning to cure, then, as applicable:

(a) Canada may declare the Term ended by delivering a termination notice to the Permittee, with a copy to OKIB; or

(b) OKIB may sue the Permittee for damages.

10.1.3 If a default is not cured within the time provided for under this Permit, then Canada or OKIB may cure such default in that Party's sole discretion. Any of Canada's or OKIB's expenses will be promptly payable by the Permittee upon delivery of notice from the applicable Party.

10.1.4 If Canada or OKIB begins to cure a default, then that Party will have no obligation to continue to cure such default to completion and will not be liable for any losses or expenses suffered by the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit, arising due to Canada's or OKIB's actions under this section.

## **11. END OF PERMIT**

- 11.1 **Surrender of the Permit** – If the Permittee determines that it no longer requires the Permit Area for any of the Authorized Uses, then the Permittee will give Canada and OKIB reasonable notice that this Permit will end on a date specified in the notice at which time, the Permittee will peaceably surrender and yield up use and occupation of the Permit Area to Canada and OKIB, as to their respective interests, in the condition required by the terms of this Permit and, subject to section 11.3, all Works will be the property of OKIB absolutely, free of all encumbrances and for no compensation.
- 11.2 **Challenge by Canada or OKIB** – If Canada or OKIB determines that, in its view, the Permit Area is no longer required by the Permittee for any of the Authorized Uses, either of them may request that the Permittee give the notice required under section 11.1. If the Permittee declines to give the notice, or disputes that it is required, then the dispute may be submitted by any Party to the applicable dispute resolution process in article 14.
- 11.3 **Notice to Remove Works** – If, on or before the 90th day after this Permit ends, OKIB notifies the Permittee that the Works described in such notice are to be removed from the Permit Area, then the Permittee will promptly and within a reasonable time, not to exceed three years after this Permit ends, remove the Works and will leave the remainder of the Permit Area in good and substantial repair and condition and free from all debris to the reasonable satisfaction of OKIB.
- 11.4 **Failure to Remove Works** – If the Permittee does not remove the Works as required under section 11.3, then OKIB may remove and dispose of them in OKIB's sole discretion and return the Permit Area to a good and substantial repair and condition and free from all debris. Upon notice from OKIB, the Permittee will promptly pay to OKIB all of OKIB's expenses incurred under this section. OKIB will not be responsible to the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit, for any loss suffered by the Permittee or such Person, as the case may be, as a result of OKIB's actions under this section.
- 11.5 **Condition of the Permit Area if Works Remain** – If any or all of the Works remain on the Permit Area, the Permittee will, in accordance with the direction provided by OKIB, and subject to compliance with all Laws, either:

- 11.5.1 decommission the Works on the Permit Area and leave the remainder of the Permit Area in good and substantial repair and condition to the reasonable satisfaction of OKIB; or
- 11.5.2 leave both the Works and the remainder of the Permit Area in good and substantial repair and condition to the reasonable satisfaction of OKIB.
- 11.6 **Future Liability** – The Permittee will remain liable for any environmental damage to the Permit Area arising from any Works that remain on the Permit Area, except that, if Canada or OKIB uses or authorizes the use of any such Works for any purpose, then the Permittee will not be liable for any environmental damage to the Permit Area to the extent caused by such use of the Works.
- 11.7 **Access After Termination** – The Permittee is entitled to access the Permit Area when this Permit ends only at the reasonable times and on the reasonable conditions set by OKIB, and only to be able to perform any of the Permittee's obligations that survive after this Permit ends.
- 11.8 **Recovery at End of Permit** – When this Permit ends, Canada and OKIB, as applicable, will be entitled to recover from the Permittee:
- 11.8.1 any amount accrued or accruing;
- 11.8.2 all prospective losses and damages arising from any consequential loss or damage caused by the Permittee; and
- 11.8.3 any other amounts allowed by law,
- under or in relation to this Permit.
- 11.9 **Survival of Article** – This article survives when this Permit ends.

## 12. INDEMNITIES

- 12.1 **Permittee's Indemnity of Canada** – The Permittee will indemnify and hold harmless Canada and Canada's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from and for any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs (including reasonable legal fees, on a solicitor and own client basis, and reasonable consultant and expert fees), liabilities, losses (including any diminution in the market value of the Permit Area, based on the Authorized Uses) and sums paid in settlement of any claims that arise during or after the Term and are in any way based upon, arise out of or are connected with:
- 12.1.1 a default of any of the Permittee's obligations under this Permit;

12.1.2 any injury to, or death of, any Person on the Permit Area during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

12.1.3 any damage to, or loss of, property by any Person during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

12.1.4 Canada reviewing a Construction and Environmental Management Plan;

12.1.5 the Decision Maker determining under an Environmental Review that a Project should not proceed; or

12.1.6 Canada's curing or attempt to cure a default of this Permit,

but not if due to the Gross Negligence or Willful Misconduct of Canada or Canada's officials, servants, employees, agents, contractors, subcontractors or other legal representatives, unless such negligence or misconduct involves a peril against which the Permittee is obligated to obtain and maintain insurance, in which case the release set out in section 6.6 absolves Canada of all liability for such negligence or misconduct.

**12.2 Permittee's Indemnity of OKIB** – The Permittee will indemnify and hold harmless OKIB and OKIB's officials, servants, employees, agents, contractors, subcontractors and other legal representatives from and for any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs (including reasonable legal fees, on a solicitor and own client basis, and reasonable consultant and expert fees), liabilities, losses (including any diminution in the market value of the Permit Area, based on the Authorized Uses) and sums paid in settlement of any claims, that arise during or after the Term and are in any way based upon, arise out of or are connected with:

12.2.1 a default of any of the Permittee's obligations under this Permit;

12.2.2 any injury to, or death of, any Person on the Permit Area during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

12.2.3 any damage to, or loss of, property by any Person during the Term in any way due to the actions or omissions of the Permittee, or any Person on the Permit Area due to the rights of the Permittee under this Permit;

12.2.4 OKIB reviewing a Construction and Environmental Management Plan;

12.2.5 OKIB determining under an Environmental Review that a Project should not proceed;

12.2.6 OKIB's curing or attempt to cure a default of this Permit; or



12.2.7 OKIB's removal and disposal of any Works, and returning the Permit Area to a good and substantial repair and condition and free from all debris, under section 11.4,

but not if due to the Gross Negligence or Willful Misconduct of OKIB or OKIB's officials, servants, employees, agents, contractors, subcontractors or other legal representatives, unless such negligence or misconduct involves a peril against which the Permittee is obligated to obtain and maintain insurance, in which case the release set out in section 6.6 absolves Canada of all liability for such negligence or misconduct.

12.3 **Survival of Article** – This article survives when this Permit ends.

### 13. DELIVERY

13.1 **General Requirement** – All notices, requests, demands, consents and approvals and directions under this Permit, which will be in writing, and any fees or other amounts to be paid, will be delivered in accordance with this article to the following addresses:

To Canada:

Director, Lands and Economic Development  
Indigenous Services Canada  
British Columbia Regional Office  
600 – 1138 Melville Street  
Vancouver, BC V6E 4S3  
Fax: (604) 775-7149

To OKIB:

Okanagan Indian Band  
12420 Westside Road,  
Vernon, BC V1H 2A4  
Fax: (250) 542-4990  
Attention: (Chief and Council)

To the Permittee:

City of Kelowna  
1435 Water Street,  
Kelowna, BC V1Y 1J4  
Fax: (250) 862-3399  
Attention: (General Manager of Infrastructure)

13.2 **Date of Delivery** – If any question arises as to the date on which payment, notice, request, demand, consent, approval, or direction was made, it will be deemed to have been delivered:

13.2.1 if sent by fax, the day of transmission if transmitted before 3:00 p.m., otherwise, the next day;

13.2.2 if sent by mail, on the sixth day after the notice was mailed; or

13.2.3 if sent by any means other than fax or mail, the day it was received.

If the postal service is interrupted or threatened to be interrupted, then any payment, notice, request or demand will only be sent by means other than mail.

13.3 **Change of Contact Information** – Any Party may change its contact information shown in this Permit by informing the other Parties of the new contact information in writing, and the change will take effect 30 days after the notice is delivered.

## 14. DISPUTE RESOLUTION

### 14.1 Disputes Involving Canada

14.1.1 Any dispute arising from or under this Permit involving Canada that is not resolved by negotiation will be resolved by referral, in the first instance, to the Federal Court of Canada or any replacement or successor court having jurisdiction.

14.1.2 If the Federal Court of Canada refuses jurisdiction or does not determine the dispute, then a Party to the dispute may refer it to any other court that has jurisdiction and the Parties may exercise any other right or remedy they have under this Permit or otherwise.

### 14.2 Disputes Not Involving Canada

14.2.1 Any dispute arising from or under this Permit solely between OKIB and the Permittee will be resolved as follows:

(a) Negotiation: The Party who wishes a dispute to be resolved will deliver a dispute notice to the other Party. Each Party will promptly designate a senior representative who will attempt in good faith to resolve the dispute by negotiation.

(b) Mediation: If negotiation does not resolve the dispute within 15 days of delivery of the dispute notice, then either Party may deliver a mediation notice to the other Party. The Parties will then promptly appoint a qualified, impartial and experienced mediator, the cost of which will be paid equally by both Parties. If the Parties cannot agree on a mediator within 15 days of delivery of the mediation notice, then the mediator will be appointed by the British Columbia International Commercial Arbitration Centre (or its successor, or a similar body if neither is available). Within 10 days of appointment of a mediator, each Party will provide the mediator and each other

with a written statement of its position about the dispute and summary of the arguments supporting its position. The mediator will meet with the Parties in his or her sole discretion in an attempt to resolve the dispute. The Parties will provide any additional information requested by the mediator. The mediator may hire experts, the cost of which will be paid equally by the Parties unless the mediator orders a different division.

(c) Arbitration: If the dispute is not resolved within 30 days of the appointment of a mediator, then, on application by any Party, the dispute may be referred to a single arbitrator under the *Arbitration Act*, SBC 2020, c 2. The decision of the arbitrator is final and binding on the Parties. The cost of the arbitrator will be paid equally by the Parties unless the arbitrator orders a different division.

14.2.2 For greater certainty, if OKIB takes over the position of Canada under this Permit by operation of law, then any dispute arising between the Parties from or under this Permit will be resolved under this section 14.2 and not section 14.1.

## **15. MISCELLANEOUS**

15.1 **Headings** – All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Permit or any of its provisions.

### **15.2 Extended Meaning**

15.2.1 A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. All genders are included in any gender expressed.

15.2.2 The words “include”, “includes” and “including” are to be read as if they are followed by the phrase “without limitation”.

15.2.3 The phrase “this Permit ends” includes an ending by expiration of the Term and an earlier termination. The phrases “earlier termination” and “early termination” include a surrender.

15.2.4 The phrase “on the Permit Area” includes in, under and above the Permit Area.

15.2.5 The word “construct” includes lay down, install and erect.

15.2.6 Unless otherwise stated in this Permit, the construction of Works includes the making of any Alterations to a Work.

- 15.3 **Joint and Several** – If a Party is comprised of more than one Person, then all covenants and agreements of that Party are joint and several.
- 15.4 **Governing Laws** – This Permit will be governed by and interpreted in accordance with the applicable Laws of Canada and of the Province of British Columbia. For greater certainty, any reference to a statute in this Permit means that statute, and any regulations made under it, all as amended or replaced from time to time.
- 15.5 **Entire Agreement** – This Permit constitutes the entire agreement between the Parties with respect to the subject matter of this Permit and supersedes and revokes any and all previous discussions, negotiations, arrangements, letters of intent, offers and representations. There are no other covenants, agreements, representations or warranties between the Parties whatsoever other than those set out in this Permit. For greater certainty, the Permittee and OKIB acknowledge and agree that this Permit is contemplated by the MOU and is not in replacement of the MOU.
- 15.6 **Non-Derogation** – This Permit is without prejudice to the position that any Party may have on the existence or scope of the Aboriginal rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, including Aboriginal title, that OKIB may have in the Permit Area.
- 15.7 **Modification** – Any modifications of this Permit will be in writing and executed in the same manner as this Permit.
- 15.8 **Consent and Approval** – Unless any part of this Permit states otherwise, when a Party is required to provide consent or approval under this Permit, that consent or approval will not be unreasonably withheld.
- 15.9 **Acting Through Representatives** – Wherever in this Permit a Party is required or has the right to do anything, including the provision of consent or approval, OKIB may act through its Council and Canada and the Permittee may act through their respective authorized representatives.
- 15.10 **Time is of the Essence** – Time is of the essence in this Permit and time will remain of the essence notwithstanding any extension granted to a Party.
- 15.11 **Severability** – If any part of this Permit is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder of this Permit, which will continue in full force and effect and be construed as if this Permit had been executed without the invalid part.
- 15.12 **Survival of Obligations and Rights** – If a part of this Permit states that it survives when this Permit ends, then the survival of that part is only to the extent required for the performance of any obligations, and the exercise of any rights, pertaining to it.

- 15.13 **Others Performing the Permittee's Obligations** – The Permittee may allow any Person to perform the Permittee's obligations under this Permit, but in doing so the Permittee will ensure performance of such obligations by such Persons and it in no way affects the Permittee's obligation to perform.
- 15.14 **All Terms are Covenants** – All agreements, terms, conditions, covenants, provisions, duties and obligations to be performed or observed under this Permit are deemed to be conditions as well as covenants.
- 15.15 **No Presumption** – There will be no presumption that any ambiguity in any of the terms of this Permit will be interpreted in favour of any Party.
- 15.16 **No Cost to Canada or OKIB** – Except as otherwise explicitly set out in this Permit, neither Canada nor OKIB will be responsible during the Term for any costs, charges or expenses arising from or relating to the Permit Area, the use or occupancy of the Permit Area, or any of the Permittee's obligations under this Permit.
- 15.17 **Binding on Successors** – This Permit will be for the benefit of and be binding upon each Party's respective heirs, successors, executors, administrators, assigns and other legal representatives.
- 15.18 **Remedies are Cumulative** – Notwithstanding any part of this Permit that provides a remedy other than cancellation by Canada or suing for damages by OKIB, all remedies under this Permit or at law may be exercised at the same time and the exercise of one remedy does not preclude the exercise of any other remedy.
- 15.19 **No Waiver** – No condoning, excusing or overlooking of any default of this Permit will operate as a waiver by, or otherwise affect the respective rights of, the other Parties in respect of any continuing or subsequent default. No waiver of these rights will be inferred from anything done or omitted to be done by any Party, except by an express waiver in writing.
- 15.20 **No Assumption of Responsibility** – No consent or absence of consent by either Canada or OKIB will in any way be an assumption of responsibility or liability by such Party for any matter subject to or requiring such Party's consent.
- 15.21 **Not a Joint Venture** – Nothing in this Permit will be construed as creating a relationship of agency, partnership, joint venture or other such association between any of the Parties.
- 15.22 **Authority** – The Permittee represents and warrants that it has the power and authority to enter into this Permit and to perform all of the Permittee's obligations, covenants and agreements contained in this Permit.
- 15.23 **Counterpart Execution** – This Permit may be executed in one or more counterparts, each of which is considered to be an original but all of which together



constitute one and the same document. Each Party will promptly deliver its originally executed Permit to the other Parties.

**The Parties** have executed this Permit on the dates indicated below.

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Indigenous Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

Date signed by Canada: \_\_\_\_\_

*[Signature page to a permit between His Majesty the King in right of Canada, Okanagan Indian Band and City of Kelowna]*



|                               |   |  |
|-------------------------------|---|--|
|                               | ) | <b>CITY OF KELOWNA</b> , by its authorized |
|                               | ) | signatory                                  |
|                               | ) |  |
|                               | ) |  |
|                               | ) |  |
|                               | ) |  |
| _____                         | ) | _____                                      |
| Witness as to the Permittee's | ) | Signature                                  |
| authorized signatory          | ) |  |
|                               | ) | _____                                      |
|                               | ) | Printed Name                               |
|                               | ) |  |
|                               | ) | _____                                      |
|                               | ) | Title                                      |
|                               | ) |  |
|                               | ) | I am authorized to sign on behalf of the   |
|                               | ) | Permittee.                                 |
|                               | ) |  |
|                               | ) | Date signed by the Permittee: _____        |

*[Signature page to a permit between His Majesty the King in right of Canada, Okanagan Indian Band and City of Kelowna]*

**SCHEDULE A**

**BAND COUNCIL RESOLUTION**

WHEREAS:

- A. We have negotiated a "Permit" to be entered into between His Majesty the King in right of Canada, Okanagan Indian Band, and City of Kelowna, to which this resolution is to be attached as a schedule; and
- B. The terms used in this resolution that are defined in the Permit have the same meaning as in the Permit.

BE IT RESOLVED that the Council, on behalf of Okanagan Indian Band:

- 1. has read and understood the Permit terms;
- 2. acknowledges and agrees that the Prepaid Fees and, if applicable, the Fair Market Fees as set out in the Permit, are reasonable and sufficient consideration for the Permit;
- 3. acknowledges that it has been advised by Canada to receive independent legal and financial advice about the Permit before executing it and to continue to obtain such advice about OKIB's rights and obligations throughout the Term of the Permit;
- 4. consents to the execution of the Permit on its terms; and
- 5. authorizes any two members of the Council to execute the Permit on behalf of OKIB.

**DATED** \_\_\_\_\_, 20\_\_.

Quorum for the Council is \_\_\_\_\_ members.

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

**SCHEDULE B**

**ASSIGNMENT CONSENT AGREEMENT**

**THIS ASSIGNMENT CONSENT AGREEMENT** is dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of [Minister's title]

("Canada")

**AND:**

**OKANAGAN INDIAN BAND**, as represented by Council

("OKIB")

**AND:**

**[PERMITTEE'S NAME,]** of [●]

(the "Permittee")

**AND:**

**[ASSIGNEE'S NAME,]** of [●]

(the "Assignee")

(Collectively the "Parties")

**WHEREAS:**

- A. Canada authorized the Permittee to use the Permit Area, by way of a permit to which OKIB is a Party and which is dated [Month Day, Year] and registered in the [insert applicable registry such as the Indian Lands Registry] under No. [#] (the "Permit").



- B. The Permittee wants to assign its right and interest in the Permit to the Assignee by entering into an assignment agreement, which is attached as Schedule A to this agreement (the "Assignment").
- C. Under the Permit, the Assignment is not valid without the consent of each of Canada and OKIB and without the Parties entering into this agreement.

**NOW THEREFORE**, in consideration of the representations, warranties, obligations, covenants and agreements in this agreement, the Parties agree as follows:

**1. Consent**

- 1.1 Each of Canada and OKIB hereby consent to the Assignment.

**2. Covenants and Representations of Assignee**

- 2.1 The Assignee covenants with each of Canada and OKIB to observe and perform all of the obligations, covenants and agreements in the Permit to be observed or performed by the Permittee from and after the date of the assignment of the Permit.

- 2.2 The Assignee has inspected the Permit Area and confirms that neither Canada, OKIB, their respective officials, servants, employees, agents, contractors, subcontractors or other legal representatives, nor the Council have made any representations or warranties with respect to:

- 2.2.1 the condition of the Permit Area, including the Permit Area's compliance with any Laws or the presence of Contaminants on the Permit Area;

- 2.2.2 issues of title or encumbrances affecting title;

- 2.2.3 access to and from the Permit Area; or

- 2.2.4 the suitability of the Permit Area for the Assignee.

- 2.3 The Assignee makes the same representations and warranties to each of Canada and OKIB that the Permittee made in the Permit.

- 2.4 The Assignee represents and warrants to each of Canada and OKIB that the person or persons signing this agreement on the Assignee's behalf have the authority to bind the Assignee to this agreement.

**3. General**

- 3.1 The Permit will survive the execution of this agreement and will not merge in this agreement.

- 3.2 Any terms not defined in this agreement but defined in the Permit have the same meanings that are given to them in the Permit.
- 3.3 This agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, administrators, successors, representatives and assigns.
- 3.4 All headings are for convenience and reference only. They are not to be used to define, limit, enlarge, modify or explain the scope or meaning of any provision.

**IN WITNESS WHEREOF** the Parties have executed this agreement as of the date first written above.

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of [Minister's title]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date signed by Canada: \_\_\_\_\_

) **OKANAGAN INDIAN BAND**, as  
) represented by the Council  
)  
)

\_\_\_\_\_  
Witness as to OKIB's authorized signatory

) \_\_\_\_\_  
) Signature

) \_\_\_\_\_  
) Printed Name

) \_\_\_\_\_  
) Title

\_\_\_\_\_  
Witness as to OKIB's authorized signatory.

) \_\_\_\_\_  
) Signature

) \_\_\_\_\_  
) Printed Name

) \_\_\_\_\_  
) Title

) We are authorized to sign on behalf of  
) OKIB.  
)

) Date signed by OKIB: \_\_\_\_\_

EXECUTED in the presence of:

)

**[PERMITTEE'S NAME]**

)

)

As to the Permittee's authorized signatory

)

Signature

)

)

Printed Name

)

)

Title

)

I am authorized to sign on behalf of the Permittee.

)

)

Date signed by the Permittee: \_\_\_\_\_

)

EXECUTED in the presence of:

)

**[ASSIGNEE'S NAME]**

)

)

As to the Assignee's authorized signatory

)

Signature

)

)

Printed Name

)

)

Title

)

I am authorized to sign on behalf of the Assignee.

)

)

Date signed by the Assignee: \_\_\_\_\_

)

**SCHEDULE A TO ASSIGNMENT CONSENT AGREEMENT**

*(attach a copy of the assignment agreement)*

## SCHEDULE C

### ENVIRONMENTAL PROTECTION MEASURES

1. The Permittee shall (whether Exempt Works or not) adhere to the recommendations of the TetraTech Risk Assessment (Human Health and Ecological Risk Assessment, CN Railway Right-of-Way Mile 105.9 to 106.6 and Mile 107.0 to 107.5 Duck Lake Indian Reserve 7; prepared by TetraTech; dated November 23, 2018), which includes ensuring that rock overburden must be left in place or replaced.
2. The Permittee shall ensure appropriate measures are taken to comply with requirements of the *Species at Risk Act*, SC 2002, c 29, *Fisheries Act*, RSC 1985, c F-14, *Migratory Birds Convention Act, 1994*, SC 1994, c 22, and all other applicable federal legislation, all as amended or replaced from time to time.
3. The following is a list of Best Management Practices to guide the Permittee's environmental protection measures, which may change over time. Environmental standards and best management practices of the day shall apply. The referenced links to published documents existed in November, 2022 to demonstrate the nature and intent of the documents available at the time of permit:

City of Kelowna 2040 Official Community Plan:

[2040 Official Community Plan | City of Kelowna](https://www.kelowna.ca/our-community/planning-projects/2040-official-community-plan?adlt=strict)

(<https://www.kelowna.ca/our-community/planning-projects/2040-official-community-plan?adlt=strict>)

Province of British Columbia published Natural Resource Best Management Practices:

[Natural Resource Best Management Practices - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/laws-policies-standards-guidance/best-management-practices?keyword=best&keyword=management&keyword=practices)

(<https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/laws-policies-standards-guidance/best-management-practices?keyword=best&keyword=management&keyword=practices>)



Department of Fisheries and Oceans' ("DFO") *Fisheries Act* measures to protect fish and fish habitat, standards and codes of practice when working in or near water:

- DFO published measures to protect fish and fish habitat:

<https://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>

- DFO published standards and codes of practice:

<https://www.dfo-mpo.gc.ca/pnw-ppe/practice-pratique-eng.html>

Federal guidelines for implementing Environment and Climate Change Canada measures to protect Species at Risk under the *Species at Risk Act*, and migratory birds under the *Migratory Birds Convention Act, 1994*:

- A guide to your responsibilities under the *Species at Risk Act*:

<https://www.canada.ca/en/environment-climate-change/services/species-risk-education-centre/your-responsibility/your-responsability-guide.html#toc9>

- Guidelines to avoid harm to migratory birds:

<https://www.canada.ca/en/environment-climate-change/services/avoiding-harm-migratory-birds/reduce-risk-migratory-birds.html>



**SCHEDULE E**

**OVERVIEW SKETCH OF PERMIT AREA**

328000

328500

329000

5542000

5541500

5541000

5542000

5541500

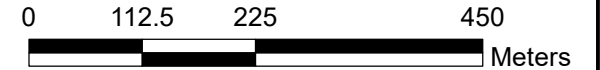
5541000



**DUCK LAKE IR No. 7**  
**PERMIT AREA**

OSOYOOS DIVISION YALE DISTRICT  
 PROVINCE OF BRITISH COLUMBIA

LAT: 50°00'30" N LONG: 119°23'45" W  
 PREPARED ON: MARCH 24, 2022



SCALE 1:7,500

- N SGB Project: 2017 10 104
- Datum: NAD 1983
- Map Projection: Transverse Mercator
- UTM Zone: 11
- UTM Map Grid is in units of Metres.
- Image Source: City of Kelowna
- Image Date: 2020

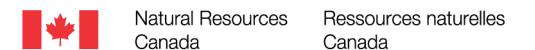
Linework derived from the Canada Lands Cadastral Dataset as of 2021-10-01  
 © Government of Canada with permission from Natural Resources Canada, Surveyor General Branch.

This is not a plan of survey. This map is illustrative only and is not to be used for defining boundaries. Administrative decisions should be based on legal documents and legal survey plans.

**Legend**

- Permit Area
- Reserve Boundaries
- Township Line

SURVEYOR GENERAL BRANCH  
 BRITISH COLUMBIA REGIONAL OFFICE  
 1501-1138 MELVILLE ST.  
 VANCOUVER, BC



**SCHEDULE F**

**STANDARD OPERATING PROCEDURES**





# Forcemain Pigging & Swabbing Operations Standard Operating Procedure

## **FORCEMAIN PIGGING & SWABBING OPERATIONS – STANDARD OPERATING PROCEDURE**

### **PURPOSE**

The purpose of this procedure is to establish consistent forcemain pigging and swabbing operating procedures, standardize operations to maximize operations efficiency and avoid in-use damage to equipment, infrastructure and other property.

### **SCOPE**

This procedure covers core operating methods and the minimum care standards for pigging and swabbing a sewer forcemain to remove grit, biofilms, solids and FOG accumulations within pipe and on pipe wall.

### **APPLICABILITY**

These procedures apply to City of Kelowna operators when operating, or having care and control of forcemain pigging and swabbing operations.

### **PREREQUISITES**

All operators must be authorized, oriented and trained on pigging and swabbing procedures before operating.

### **REFERENCE SOURCES:**

- [City of Kelowna Fleet Operator Manual](#)
- [WorkSafeBC Regulations](#)
- [Landfill - SOP Responsible Equipment Operating.docx](#)
- [Wastewater Collection - Dumping Debris Body SWP.docx](#)
- [Wastewater Collection - High Pressure Jet Rodder SWP.docx](#)
- [Wastewater Collection - Manhole Cover Replacement. SWP.docx](#)
- [Water Distribution - Hydrant Valve Operating or Exercising SWP.docx](#)
- [Water Distribution - Metered Backflow Preventer SWP.docx](#)
- [WWTF - Lift Station Cleaning \(non-entry\) SWP.docx](#)
- [General - Hand Tools SWP.docx](#)
- [First Aid - Workplace Injury Response Procedure.docx](#)
- [Tailgate Meeting -Template.pdf](#)
- [Risk Assessment Form.docx](#)
- <https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/traffic-engineering-and-safety/traffic-engineering/traffic-management-and-traffic-control/2020-traffic-control-manual/2020-traffic-management-manual-for-work-on-roadways.pdf>
- Road Usage Permit
- Hydrant Usage Permit
- Manufacturers appropriate relevant tool and equipment operating and maintenance manuals

### **PPE REQUIRED:**

- Hi-visibility coveralls
- Safety Boots & gloves
- Hard hat and hearing protection as required
- Other PPE as required for specific tool or equipment use as recommended by manufacturer

| Effective Date     | Revised Date | Authorized By | Approved By |
|--------------------|--------------|---------------|-------------|
| September 19, 2022 |              |               |             |

**TOOLS AND EQUIPMENT REQUIRED:**

- Working radios &/or cellular phones
- Jet/Vac truck(s)
- Reduced Pressure Backflow Assembly (RPBA) w/hydrant connection, valve and hoses
- Companion flange, bolts and reducer/adaptor to Hydrant hose connection (Storz)
- Various hand tools as required for the job and task
- Contract Traffic Control Personnel site specific (includes signage, buffer and arrow board vehicles, traffic cones/pylons, barricades)
- Various size and densities of Pigs or Swabs appropriate for diameter of Forcemain

| <b>PRE – Work Procedure</b>           |   |
|---------------------------------------|---|
|                                       | <b>Activity</b>   |
| <b>Foremen (WWN &amp; WWTF)</b>       | <ul style="list-style-type: none"> <li>• Request Road Usage Permit (if working within a road right of way)</li> <li>• Hold pre-work (Tailgate) site safety meeting and perform Field Level Risk Assessment (FLRA) with all involve staff and contract personnel</li> <li>• Review/establish traffic routing and control site specific</li> <li>• Plan vacuum points for intercepting flow at/before sewer lift station, discharge point/manholes downstream of forcemain discharge point, and routing of trucks (round trip route)</li> </ul> |
| <b>Operator conducted Inspections</b> | <ul style="list-style-type: none"> <li>• Thorough and effective pre-use, in-service and post-use equipment inspections are mandatory</li> <li>• Report all equipment deficiencies, large or small and all fluids added to the equipment</li> </ul>  |

| Effective Date                    | Revised Date | Authorized By | Approved By |
|-----------------------------------|--------------|---------------|-------------|
| September 19 <sup>th</sup> , 2022 |              |               |             |

| <b>Standard Operating Procedure</b>            |   |
|--|---|
|  | <b>Activity</b>   |
| <b>Objectives &amp; Tasks</b>                  | <ul style="list-style-type: none"> <li>• TCP's to set up signage and traffic control equipment if/as required where traffic will be impacted/affected.</li> <li>• Set up and connect RPBA to fire hydrant with control valve at hydrant and hose to Pig launcher assembly</li> <li>• Confirm pig launcher port valve is in closed position</li> <li>• Remove cap/blind from end of pig launcher port</li> <li>• Set up Jet/Vac trucks at Lift station and/or upstream manholes to prepare to intercept flow</li> <li>• WWC operator to set up at forcemain discharge manhole to monitor discharge from forcemain and intercept pigs/swabs as they exit the forcemain</li> <li>• All operators test and confirm radio contact with each other</li> <li>• WWTP operator to shut down and lock out lift station pumps</li> <li>• Jet/Vac trucks to begin vacuuming wastewater and truck around to manhole(s) downstream of forcemain discharge manhole</li> <li>• Close inline valve on forcemain between lift station and pigging port assembly</li> <li>• Select appropriate pig or swab (starting with smaller and/or softer progressing to larger/denser with subsequent pigging/swabbing as deemed necessary)</li> <li>• Insert pig/swab in pigging port</li> <li>• Install fire hose adaptor/connection and hose to the pigging port and slowly charge with water from hydrant</li> <li>• Once pressurized, notify operator at downstream end of forcemain that pig is being launched and open the pig port plug valve and start timing procedure</li> <li>• Measure and record time that it takes for pig/swab to travel through pipe</li> <li>• Observe and note consistency and quantity (time) of material/sludge discharged ahead of the pig/swab</li> <li>• Repeat process as many times as necessary until no debris/sludge is discharged ahead of pig/swab</li> <li>• Once satisfactory results are achieved with pigs/swabs, flow clean water through forcemain until runs clear at discharge end</li> <li>• Close pig port plug valve and shut down hydrant control valve</li> <li>• Open forcemain control valve at lift station</li> <li>• Restart lift pumps and shut down vacuum trucks</li> <li>• Confirm pumps are running/pumping before sending vacuum trucks away.</li> <li>• Disconnect hydrant, RPBA and hoses, drain hydrant and install hydrant cap</li> <li>• Clean up site, close manhole covers, pickup and store tools and equipment</li> <li>• Release Traffic control personnel to clean up signage, traffic control devices as applicable</li> </ul> |
| <b>Operating Hazards</b>                       | <ul style="list-style-type: none"> <li>• Working with municipal wastewater creates risk of exposure to dangerous and noxious elements</li> <li>• Pig/Swab getting stuck in forcemain causing partial/complete blockage</li> <li>• Inflow at lift station exceeding capacity of vacuum trucks resulting in SSO</li> <li>• Site specific hazards (traffic, confined spaces)</li> </ul>  |
| <b>Tool and equipment Operating Techniques</b> | <ul style="list-style-type: none"> <li>• Adhere to equipment design use and recommendations</li> <li>• Follow procedures and recommendations in equipment operating manual, SOPs, SWPs and Fleet Operating Manual</li> </ul>  |

| Effective Date                    | Revised Date | Authorized By | Approved By |
|-----------------------------------|--------------|---------------|-------------|
| September 19 <sup>th</sup> , 2022 |              |               |             |

| POST – House keeping |   |
|----------------------|---|
| Responsibility       | Activity  |
| Inspection           | <ul style="list-style-type: none"> <li>Perform equipment post-use inspection, note and report any damage or deficiencies</li> </ul> |
| Submittals           | <ul style="list-style-type: none"> <li>Turn in all documentation, permits, forms to Foreman</li> </ul>                              |

|                    |              |               |            |              |                               |
|--------------------|--------------|---------------|------------|--------------|-------------------------------|
| <b>Written By:</b> | Mike Murrell | <b>Title:</b> | Supervisor | <b>Dept.</b> | Wastewater Network Operations |
|--------------------|--------------|---------------|------------|--------------|-------------------------------|

|                                   |                     |                      |                    |
|-----------------------------------|---------------------|----------------------|--------------------|
| <b>Effective Date</b>             | <b>Revised Date</b> | <b>Authorized By</b> | <b>Approved By</b> |
| September 19 <sup>th</sup> , 2022 |                     |                      |                    |



# CSE – Air Valve Inspection, Testing or Replacement of Sanitary System Safe Work Procedure

0180-04 SWP Rev0 14-12-11

## CSE – AIR VALVE INSPECTION, TESTING OR REPLACEMENT (WATER) - SAFE WORK PROCEDURE

### PURPOSE

The purpose of this procedure is to safely perform inspection, testing or replacement of sanitary system, (Air Release) (Air/Vacuum) and (Combination Air Valves) found in confined spaces.

### SCOPE

This procedure covers confined space entry for inspection, testing or replacement of air valves.

### APPLICABILITY

These procedures apply to all employees performing air valve inspection, testing or replacement.

### PREREQUISITES

Employee must be a Certified Wastewater Operator Min-EOCP Level 1 WD  
Trained in confined space entry procedures.

### REFERENCE SOURCES:

- City of Kelowna Safety Management System
- CSE Program Guide Risk Assessment, Safe Work Procedures, Permit and Classifications
- WorkSafe BC Regulations
- Traffic Control Manual for Work on Roadways
- Maintenance & Inspection Procedures/Recommendations per (Valve Manufacturers Use Instruction Manual)

### PPE REQUIRED:

- |                                 |                     |                   |
|---------------------------------|---------------------|-------------------|
| • Hard Hat                      | • Tripod            | • Gas Detector    |
| • Hi Visibility – Vest/Overalls | • Winch/Fall Arrest | • Gloves          |
| • CSA Approved Footwear         | • Harness           | • Ventilator/Hose |

### TOOLS AND EQUIPMENT REQUIRED:

- |                    |                   |               |
|--------------------|-------------------|---------------|
| • Manhole Puller   | • Screwdriver     | • Pipe Wrench |
| • Valve Key        | • Crescent Wrench | • CSE Permit  |
| • Tailgate Meeting | • Traffic Plan    |               |

| PRE – Work Procedure |   |
|----------------------|---|
| Responsibility       | Activity  |
| Employee             | <ul style="list-style-type: none"> <li>• Employee must be a Certified Wastewater Operator Min-EOCP Level 1</li> <li>• Trained in Confined Space Entry procedures</li> </ul> |
| Employee             | <ul style="list-style-type: none"> <li>• It is the employee’s responsibility to bump test gas detector prior to use</li> </ul>  |

|                  |                  |                                     |                           |
|------------------|------------------|-------------------------------------|---------------------------|
| Effective Date   | Revised Date     | Authorized By                       | Approved By               |
| October 30, 2013 | January 16, 2017 | Occupational Health & Safety Branch | <i>Nathan Peters CRSP</i> |



|                 |  |
|-----------------|--|
| <b>Employee</b> | <ul style="list-style-type: none"> <li>Conduct tailgate meeting</li> </ul>   |
| <b>Employee</b> | <ul style="list-style-type: none"> <li>Traffic Plan – (Traffic Control Manual) for Work on Roadways</li> </ul>   |
| <b>Employee</b> | <ul style="list-style-type: none"> <li>Ensure site is free of tripping hazards, setup required equipment, inspection of CSE equipment for wear/damage before use.</li> </ul> |

| Safe Work Procedure |   |
|---------------------|---|
| Responsibility      | Activity  |
| <b>Employee</b>     | <ul style="list-style-type: none"> <li>The atmosphere to be continuously monitored (CSE permit to be updated every 20 minutes until task is complete). Once the atmosphere has been deemed safe, entry may commence once the entrant has been connected to life line. The entrant must remain connected to life line at all times when in confined space.</li> </ul>  |
| <b>Employee</b>     | <ul style="list-style-type: none"> <li>The confined space Supervisor will keep in contact with entrant while continuously monitoring and documenting the atmosphere readings, also safeguarding the entrance from the public. Should alarm occur; CSE Supervisor to use retrieval crank to extricate entrant. Should a major emergency occur; phone 911 immediately, then commence self-rescue with the harness and start CPR immediately while waiting for emergency services. (Ensure Supervisor and OHS Branch is alerted as soon as possible).</li> </ul> |
| <b>Employee</b>     | <ul style="list-style-type: none"> <li>Inspection, testing or replacement will include inspecting air valve for leaks, operation of sanitary air valve, draining valve body, flushing to clear any debris, following maintenance procedures per – Manufacturers User Instruction Manual</li> </ul>  |

| POST – House keeping |   |
|----------------------|---|
| Responsibility       | Activity  |
| <b>Employee</b>      | <ul style="list-style-type: none"> <li>Be sure all equipment has been collected, no tripping hazards exist and secure area (lids in place or hatches closed) if applicable</li> </ul> |

|                    |               |               |                   |              |           |
|--------------------|---------------|---------------|-------------------|--------------|-----------|
| <b>Written by:</b> | Ken Salisbury | <b>Title:</b> | Utilities Foreman | <b>Dept.</b> | Utilities |
|--------------------|---------------|---------------|-------------------|--------------|-----------|

|                       |                     |                                     |                           |
|-----------------------|---------------------|-------------------------------------|---------------------------|
| <b>Effective Date</b> | <b>Revised Date</b> | <b>Authorized by</b>                | <b>Approved by</b>        |
| Oct 30, 2013          | January 16, 2017    | Occupational Health & Safety Branch | <i>Nathan Peters CRSP</i> |



# Sanitary Sewer Force Main Repair or Replacement Standard Operating Procedure

## **SANITARY SEWER FORCE MAIN REPAIR OR REPLACEMENT - SOP**

---

### **PURPOSE**

The purpose of this procedure is to identify the operating procedures, ensure the safety of employees and protection of the environment when repairing or replacing sections of a sanitary sewer force main

### **SCOPE**

This procedure covers all City of Kelowna worksites where sewer force mains are being repaired or sections replaced

### **APPLICABILITY**

These procedures apply to all City of Kelowna utilities workers who repair or replace sections of sewer force mains.

### **PREREQUISITES**

- Experience- Mobile Equipment (Excavator)
- Experience with Excavations (Locates/Ground Disturbance Spoil Piles, Shoring/Sloping)
- WHMIS- Sodium Hypochlorite for Cleaning the Pipe

### **REFERENCE SOURCES:**

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- City of Kelowna Safety Management System
- WorkSafe BC Regulations: Part 5- Chemical Agents and Biological Agents, Part 7- Noise, Vibration, Radiation and Temperature, Part 8-PPE, Part 16-Mobile Equipment, Part 18-Traffic Control, Part 20- Construction, Excavation and Demolition

### **PPE REQUIRED:**

---

- |                               |   |  |
|-------------------------------|---|--|
| • Appropriate eye protection  | • High visibility apparel                               | • Safety headgear (must be worn when lifting with chain or when excavator boom is operating) |
| • Disinfectant/hand-sanitizer | • Protective clothing (Tyveks when working with sewage) |  |
| • High visibility apparel     | • Appropriate safety footwear                           | • Gloves   |

### **TOOLS AND EQUIPMENT REQUIRED:**

---

- |                                       |  |  |
|---------------------------------------|--|--|
| • Service truck                       | • Tandem truck   | • Trench cage (if sloping isn't possible and the trench is 1.2m or deeper)         |
| • Power/Hand Tools                    | • Hydro excavator truck                                |  |
| • Section of PVC Pipe for Replacement | • Repair Clamp and Fittings for Repairing Damaged Pipe | • Traffic Control Personnel (If location of sewer force main is in active roadway) |
| • Wrenches/Impact                     | • Hand Saw/Cut Off Saw                                 |  |
| • Sodium Hypochlorite                 |  |  |

| PRE - Work Procedure                      |  |
|---|--|
| Responsibility                            | Activity   |
| Utilities Construction Supervisor/Foreman | <ul style="list-style-type: none"> <li>Ensure that all ground disturbance requirements are followed:                             <ul style="list-style-type: none"> <li>Locates are valid and on-site prior</li> <li>As-builts are reviewed</li> <li>Ground Disturbance Form is completed (Mandatory 2021)</li> </ul> </li> </ul> <p>If power or gas are determined to be in the work zone from locates or as-builts hand digging (1 meter each side of the utility) or hydro-excavation is required to confirm utility location, depth and alignment prior to any mechanical digging.</p>   |
| Utilities Construction Supervisor/Foreman | <ul style="list-style-type: none"> <li>Contact Wastewater staff to have on standby as sewer force mains are under pressure as the nearby Lift Stations are pumping sewage to the sewer force main. Wastewater will shut off the pumps in the lift station which will then reduce and eliminate the sewage being fed to the sewer force main.</li> <li>Contact sanitary foreman to have sewer vac trucks in order to bypass the lift station while the repair is being complete.</li> <li>Review work area to ensure sewage cannot enter any nearby body of water. Have the crew use the excavator to create berms if required and block any culverts/access points to water.</li> <li>If a sewage leak has occurred, contact water quality standby at 250-864-7460 to complete testing and notify the appropriate authorities.</li> <li>Clean up the sewer leak per direction of the authorities</li> </ul> <p><b>Note: Task should be done at low flow volumes to reduce pressure where possible.</b></p> |
| Pipefitter/layer                          | Establish traffic control (as necessary)   |
| Pipefitter/layer                          | <ul style="list-style-type: none"> <li>Complete tailgate or FLRA- Field Level Risk Assessment to account for identified underground utilities as well as other hazards on the site. (Traffic, Overhead Power, Heat Stress, Rigging &amp; Hoisting, Mobile equipment, etc.)</li> </ul> <p><b>Note: If traffic control is necessary, the City of Kelowna will review their tailgate with the Traffic Control Personnel so that they are aware of the site hazards. Ensure that Traffic control has the proper set up for the proper type of roadway. Crew reviews and signs off on Traffic Control tailgate.</b></p>   |

| Safe Work Procedure and Standard Operating Procedure |   |
|--|---|
| Responsibility                                       | Activity  |
| Pipefitter/layer/excavator or hydro vac operator     | <ul style="list-style-type: none"> <li>Commence digging with excavator, hydro-excavate if required)</li> <li>Inspect excavation for any lateral/vertical earth movement or water infiltration (dewater as necessary).</li> <li>Ensure spoil pile is kept a safe distance from excavation (minimum of 0.6m) and work area is free of trip hazards.</li> </ul>                        |
| Pipefitter/layer                                     | <ul style="list-style-type: none"> <li>Excavate to the pipe so that the entire pipe is visible so the determination can be made as to whether a section of pipe needs to be replaced or whether you can repair the pipe with a repair clamp.</li> <li>Use sewer vac trucks to manage any flows from the damaged pipe and ensure no sewer leaks to nearby bodies of water</li> </ul> |

|                                |   |
|--------------------------------|---|
| <p><b>Pipefitter/layer</b></p> | <p><b><i>If Replacement Section is Required:</i></b></p> <ul style="list-style-type: none"> <li>• Cut PVC on both sides of the localized damage. (cracks, holes, etc.)</li> <li>• Remove damaged section of pipe.</li> <li>• Cut new piece of PVC long enough to replace the piece that has been removed.</li> <li>• Place rubber gaskets on each side of new pipe and on ends of old pipe so that the rubber gaskets can be tightened.</li> <li>• Check for leaks (Wastewater will turn back on pumps at lift station if they were turned off during the replacement process)</li> </ul> |
| <p><b>Pipefitter/layer</b></p> | <p><b><i>If Repair of Pipe is Required:</i></b></p> <ul style="list-style-type: none"> <li>• Clean the pipe (Follow Manufacturers Specifications to clean and install repair clamp- instructions come with every repair clamp)</li> <li>• Attach clamp and tighten bolts to secure in place.</li> <li>• Check for leaks (Wastewater will turn back on pumps at lift station if they were turned off during the replacement process)</li> </ul>  |
| <p><b>Pipefitter/layer</b></p> | <ul style="list-style-type: none"> <li>• If no leaks are noted, backfill can commence.</li> <li>• Backfill with sand or drain rock dependent on soil conditions.</li> <li>• Backfill until pipe is completely covered and compact. (Generally, this will be done with a jumping jack tamper- If large area you may require roller/plate tamper for compaction around the site)</li> </ul>   |

| <p style="text-align: center;"><b>POST - House keeping</b></p> |   |
|--|---|
| <p><b>Responsibility</b></p>                                   | <p><b>Activity</b></p>  |
| <p><b>Pipefitter/layer</b></p>                                 | <ul style="list-style-type: none"> <li>• Collect, clean, and store all tools, equipment, and materials appropriately.</li> <li>• Remove any traffic control devices not necessary to guard any unrestored area.</li> <li>• Make a final sweep of the worksite to confirm the site is safe, secure, clean and that nothing has been left behind</li> <li>• Review the site for any sewage leaks to nearby bodies of water - If a sewage leak has occurred contact water quality standby at 250-864-7460 to complete testing and notify the appropriate authorities.</li> </ul> |
| <p><b>Pipefitter/layer &amp; Roadways</b></p>                  | <p>If asphalt and concrete work is required, delineated work area and use caution tape, contact roadways for them to complete the asphalt/concrete work.</p>  |



# ROW\_SRW Brushing & Clearing Operations Standard Operating Procedure

## ROW SRW BRUSHING & CLEARING OPERATIONS – STANDARD OPERATING PROCEDURE

### PURPOSE

The purpose of this procedure is to establish consistent Right of Way and Statutory Right of Way brushing and clearing operating procedures, standardize operations to maximize operations efficiency and avoid in-use damage to equipment, infrastructure and other property and ensure safe and unobstructed access to Wastewater and Stormwater infrastructure.

### SCOPE

This procedure covers core operating methods and the minimum care standards for Right of Way (ROW) and Statutory Right of Way (SRW) brushing and clearing.

### APPLICABILITY

These procedures apply to City of Kelowna operators when operating, or having care and control of Right of Way and Statutory Right of Way brushing and clearing operations.

### PREREQUISITES

All operators must be authorized, oriented and trained on all tools, equipment and falling/brushing/clearing procedures before operating.

### REFERENCE SOURCES:

- [City of Kelowna Fleet Operator Manual](#)
- [WorkSafeBC Regulations](#)
- [Landfill - SOP Responsible Equipment Operating.docx](#)
- [General - Hand Tools SWP.docx](#)
- [First Aid - Workplace Injury Response Procedure.docx](#)
- [Tailgate Meeting -Template.pdf](#)
- [Risk Assessment Form.docx](#)
- [General - Saw - Chainsaw SWP.docx](#)
- [Parks - Chipper. SWP.docx](#)
- [Parks - Stump Grinder - Operation SWP.docx](#)
- [Parks - Trackless Front Flail SWP.docx](#)
- [Parks - Truck Mounted Winch SWP.docx](#)
- [Parks - Portable Winch - Operation SWP.docx](#)
- [Parks - Trail Maintenance SWP.docx](#)
- [Parks - Collecting Coniferous Branches SWP.docx](#)
- <https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/traffic-engineering-and-safety/traffic-engineering/traffic-management-and-traffic-control/2020-traffic-control-manual/2020-traffic-management-manual-for-work-on-roadways.pdf>
- [General - Power Lines - working in close proximity SWP.docx](#)
- Road Usage Permit
- Manufacturers appropriate relevant tool and equipment operating and maintenance manuals

### PPE REQUIRED:

- Hi-visibility coveralls
- Safety Boots
- Gloves
- Hard hat
- Hearing protection
- Chain Saw safety Chaps
- Eye/Face protection
- Other PPE as required for specific tool or equipment use as recommended by manufacturer
- Other PPE or clothing as required dependant on environmental or weather conditions

| Effective Date     | Revised Date | Authorized By | Approved By |
|--------------------|--------------|---------------|-------------|
| September 19, 2022 |              |               |             |



**TOOLS AND EQUIPMENT REQUIRED:**

- Working radios &/or cellular phones
- Trackless with flail mower attachment
- Chain saw
- String Trimmer
- Winch (portable or truck mounted)
- Stump grinder
- Chipper
- Various hand tools as required for the job and task
- Contract Traffic Control Personnel site specific (includes signage, buffer and arrow board vehicles, traffic cones/pylons, barricades)
- Contract tree removal services for trees taller than five metres, larger caliper than 150mm trunk, or growing within limits of approach of overhead utility lines

| PRE – Work Procedure                  |   |
|---------------------------------------|---|
|                                       | Activity  |
| <b>Foreman (WWN)</b>                  | <ul style="list-style-type: none"> <li>• Request Road Usage Permit (if working within a road right of way)</li> <li>• Hold pre-work (Tailgate) site safety meeting and perform Field Level Risk Assessment (FLRA) with all involve staff and contract personnel</li> <li>• Review/establish traffic routing and control site specific hazards</li> <li>• Request utility locate information through BC One Call <a href="tel:18004746886">1 800-474-6886</a></li> <li>• Request permits from other utilities if working within, under, or over their utilities</li> </ul> |
| <b>Operator conducted Inspections</b> | <ul style="list-style-type: none"> <li>• Thorough and effective pre-use, in-service and post-use equipment inspections are mandatory</li> <li>• Report all equipment deficiencies, large or small and all fluids added to the equipment</li> </ul>  |

| Effective Date                    | Revised Date | Authorized By | Approved By |
|-----------------------------------|--------------|---------------|-------------|
| September 19 <sup>th</sup> , 2022 |              |               |             |

| Standard Operating Procedure                   |  |
|--|--|
|  | Activity   |
| <b>Crew Objectives &amp; Tasks</b>             | <ul style="list-style-type: none"> <li>• TCP's to set up signage and traffic control equipment if/as required where traffic will be impacted/affected.</li> <li>• All operators test and confirm radio contact with each other</li> <li>• Control/Restrict public access to work zone with signage and barriers and take photographs for documentation</li> <li>• Determine limits of brushing, mowing or clearing of ROW/SRW by width/length (e.g. 3 metres each side of pipe centerline, or to edge of ROW/SRW, whichever is greater and mark with stakes or flagging tape</li> <li>• Walk length/breadth of estimated days work plan looking for hidden hazards (rocks, holes, fencing, rubbish, fauna) and flag or remove as necessary</li> <li>• Choose appropriate tools/equipment based on type and size of vegetation and terrain (eg. string trimmer or mower for grasses, Flail mower on trackless for bushes/brush, chain saw and stump grinder for trees)</li> <li>• If working in teams, stay separated by sufficient distance to ensure projectiles and flying debris will not strike one another while still staying within eyesight of one another and in communication as to where each is working/moving to or intended actions</li> <li>• Proceed mowing/clearing operations following all relevant SWPs and SOPs</li> <li>• All grass, brush and trees are left onsite but larger woody debris should be chipped and left onsite</li> <li>• Stumps should be ground flush with ground to allow passage of wheeled equipment</li> <li>• Upon completion of clearing operations, clean up site, pickup and store tools and equipment</li> <li>• Release Traffic control personnel to clean up signage, traffic control devices as applicable</li> <li>• Repeat process annually to ensure large vegetation does not get established</li> </ul> |
| <b>Operating Hazards</b>                       | <ul style="list-style-type: none"> <li>• Tool and equipment specific hazards (eg. Chainsaw kickback, flying debris from flail mowers)</li> <li>• Site specific hazards (eg. traffic, Falling trees, Trees contacting overhead power lines)</li> </ul>  |
| <b>Tool and equipment Operating Techniques</b> | <ul style="list-style-type: none"> <li>• Adhere to equipment design use and recommendations for safe operation</li> <li>• Follow procedures and recommendations in equipment operating manual, SOPs, SWPs and Fleet Operating Manual</li> </ul>  |

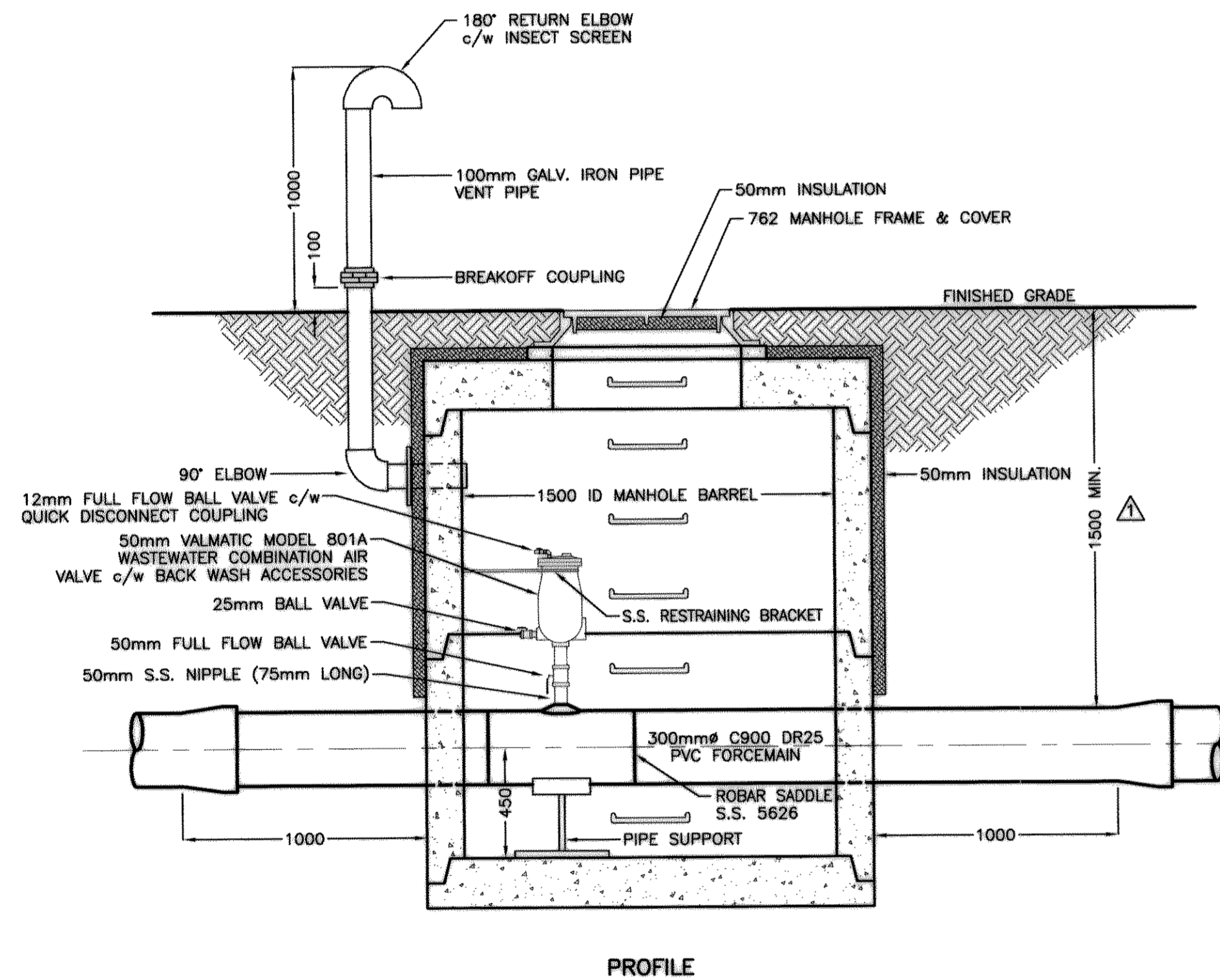
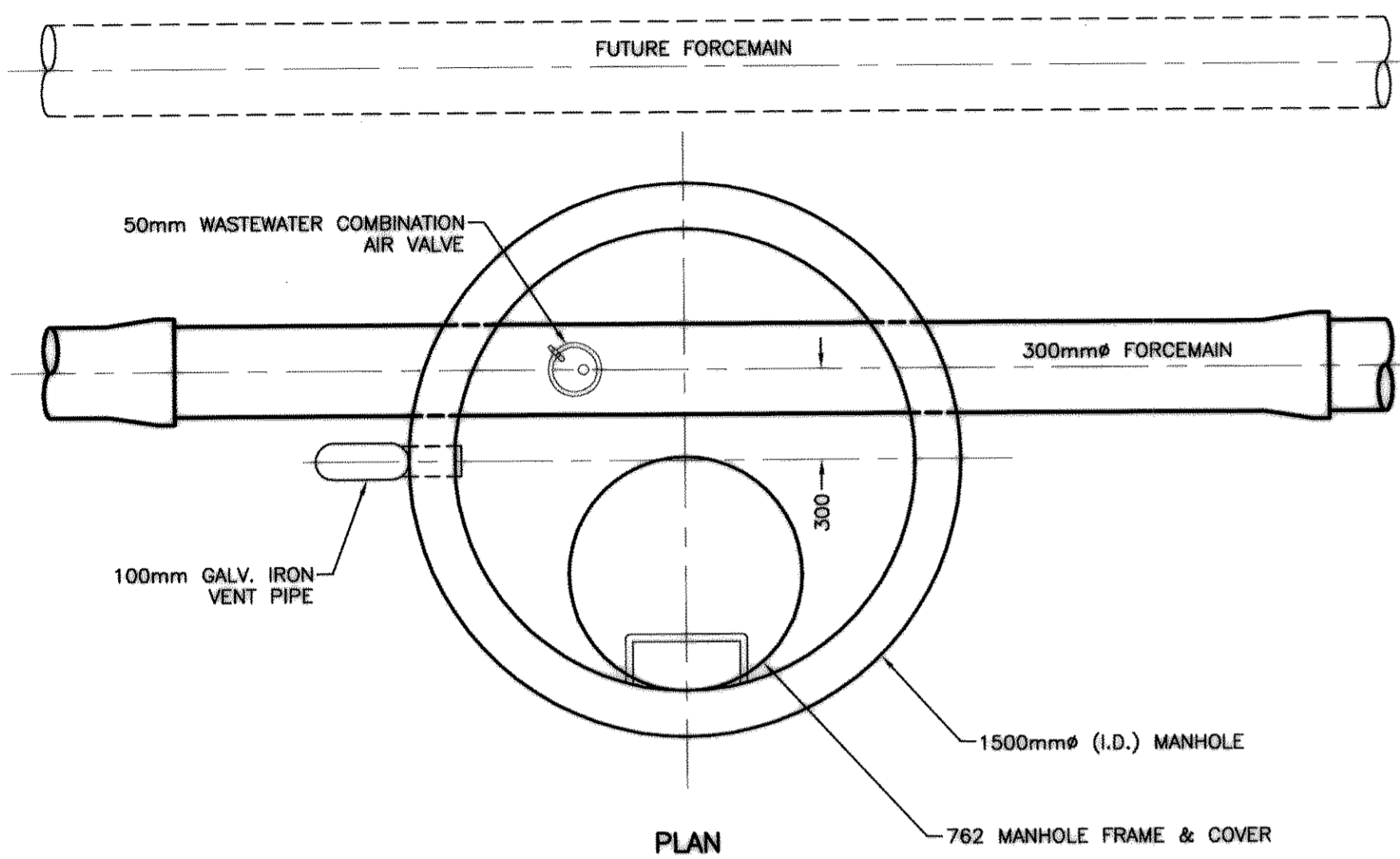
| POST – House keeping |   |
|----------------------|---|
| Responsibility       | Activity  |
| <b>Inspection</b>    | <ul style="list-style-type: none"> <li>• Perform equipment post-use inspection, note and report any damage or deficiencies</li> </ul> |
| <b>Submittals</b>    | <ul style="list-style-type: none"> <li>• Turn in all documentation, permits, forms to Foreman</li> </ul>                              |

|                    |              |               |            |              |                               |
|--------------------|--------------|---------------|------------|--------------|-------------------------------|
| <b>Written By:</b> | Mike Murrell | <b>Title:</b> | Supervisor | <b>Dept.</b> | Wastewater Network Operations |
|--------------------|--------------|---------------|------------|--------------|-------------------------------|

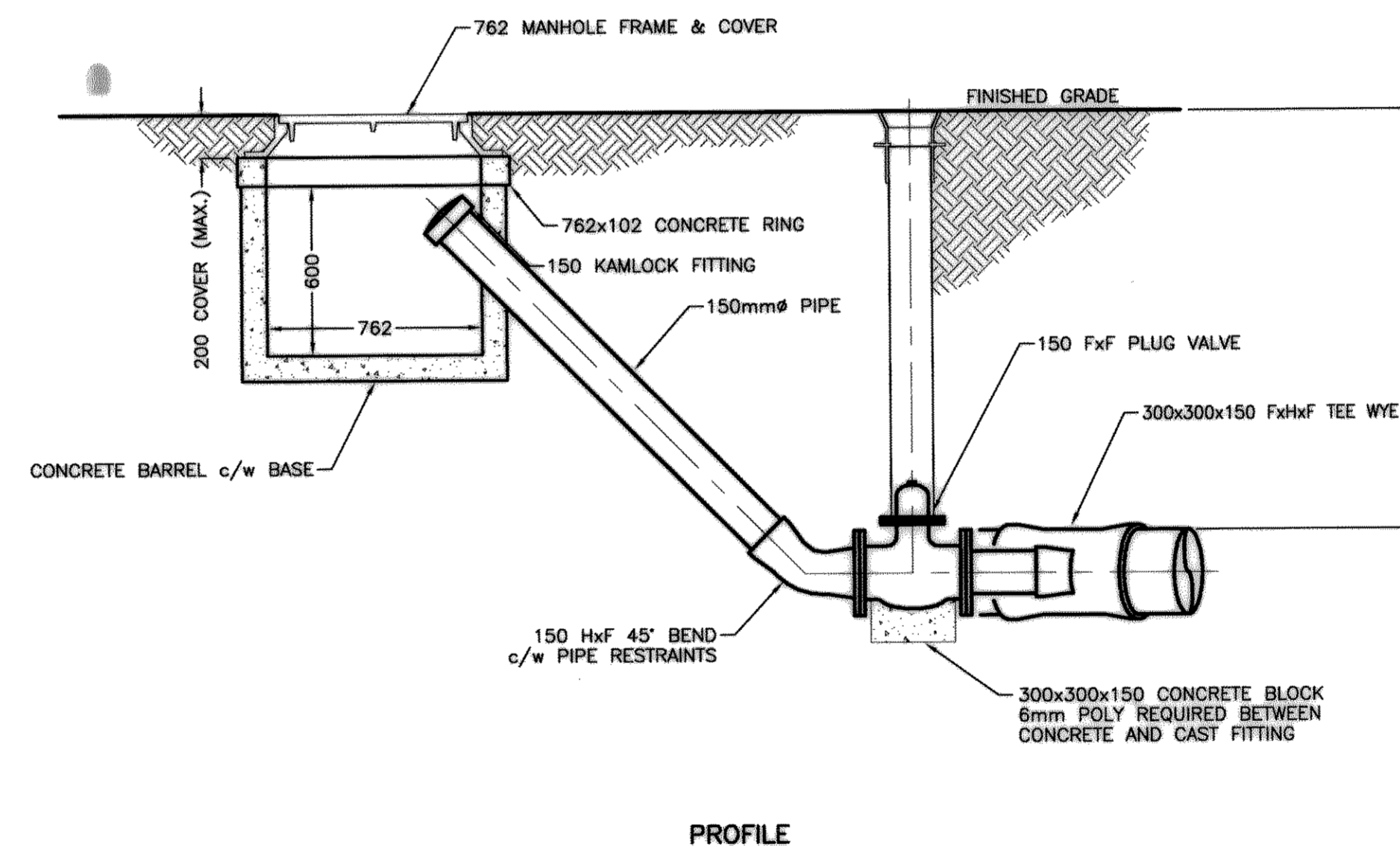
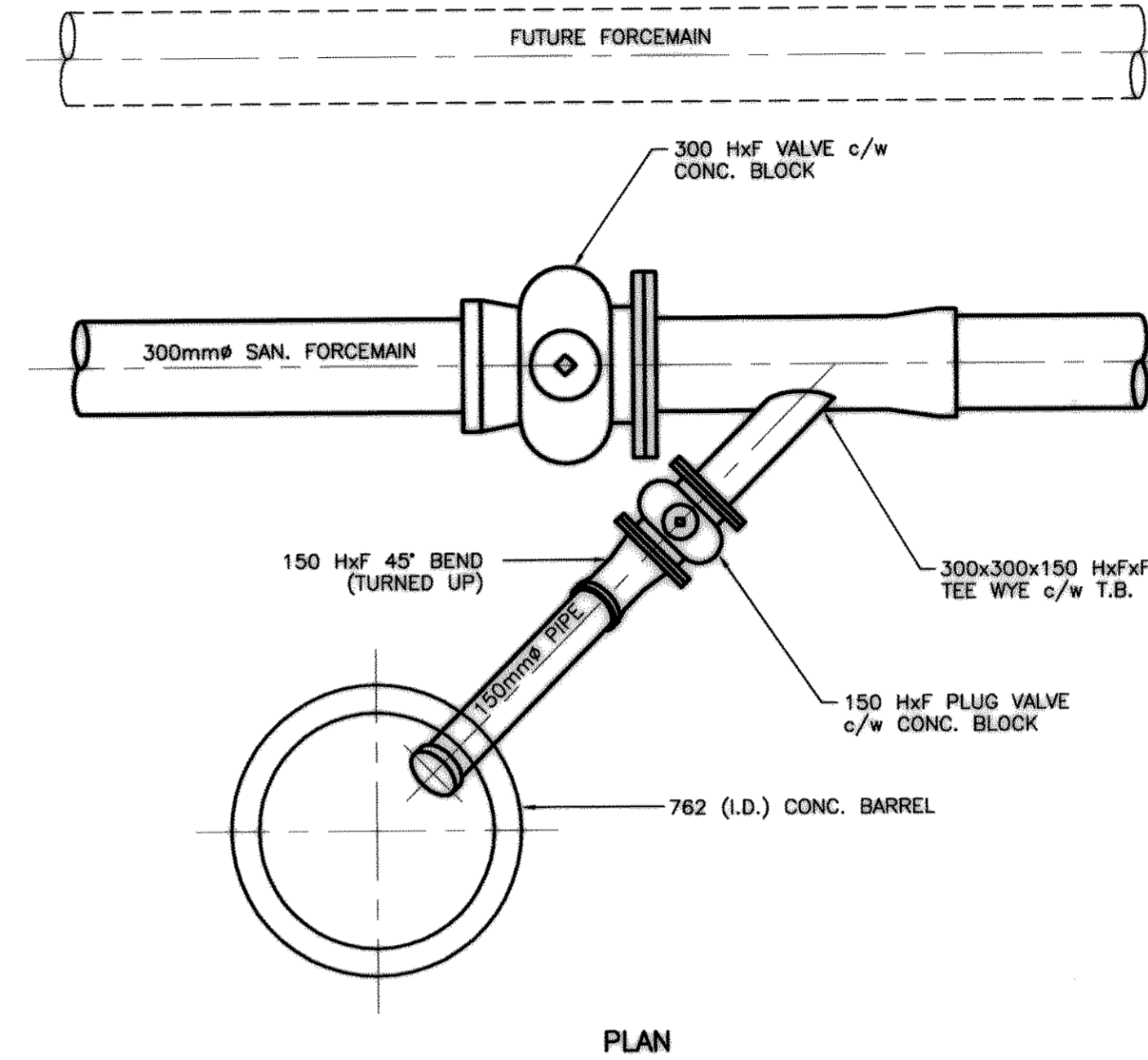
|                                   |                     |                      |                    |
|-----------------------------------|---------------------|----------------------|--------------------|
| <b>Effective Date</b>             | <b>Revised Date</b> | <b>Authorized By</b> | <b>Approved By</b> |
| September 19 <sup>th</sup> , 2022 |                     |                      |                    |

**SCHEDULE G**

**SEWER FORCE MAIN DRAWINGS**



**SEWER AIR RELEASE CHAMBER**



**SEWER CLEAN-OUT**

**LEGEND**

|                |     |
|----------------|-----|
| WATER          | --- |
| SAN. SEWER     | --- |
| STM. SEWER     | --- |
| GAS            | --- |
| U/G TELEPHONE  | --- |
| U/G ELECTRICAL | --- |

**MANHOLE**

|                 |   |
|-----------------|---|
| UTILITY POLE    | ○ |
| POWER POLE      | ● |
| LAMP STANDARD   | □ |
| CATCH BASIN     | ⊗ |
| HYDRANT         | ⊕ |
| TREES           | ⊗ |
| SURVEY MONUMENT | ⊗ |

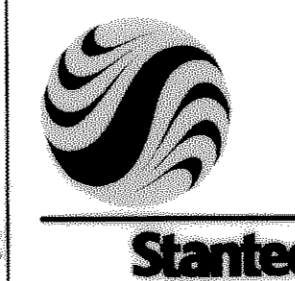
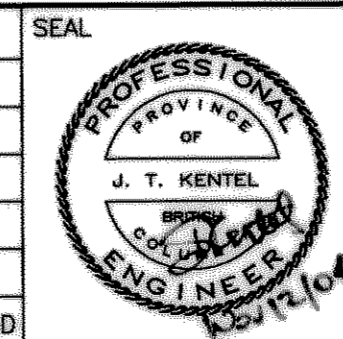
**LEGEND**

|                        |   |
|------------------------|---|
| PAVE WITH ASPHALT      | ▨ |
| REMOVE-REGRADE-REPLACE | ▩ |
| LEVEL COURSE           | ▧ |

**NAD 83**

INSERTION BASE POINT = 300,000 , 5,500,000

|     |          |     |  |       |  |
|-----|----------|-----|--|-------|--|
| 6   |          |     |  |       |  |
| 5   |          |     |  |       |  |
| 4   |          |     |  |       |  |
| 3   |          |     |  |       |  |
| 2   | 04/03/31 | RCR | PLAN OF RECORD                                   | JTK   |  |
| 1   | 03/09/03 | RCR | COVER OVER PIPE @ AIR RELEASE INCREASED TO 1.50m | JTK   |  |
| NO. | DATE     | BY  | REVISION   | CH'KD |  |



|          |           |
|----------|-----------|
| DRAWN    | RCR       |
| DESIGN   | JTK       |
| APPROVED |           |
| DATE     | JULY 2003 |
| SCALE    | 1 : 20    |

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT  
**NORTH END SEWER EXTENSION**  
**AIR RELEASE & CLEAN-OUT**  
**DETAILS**

|             |         |
|-------------|---------|
| DIVISION    | 1630150 |
| DRAWING NO. | D01     |
| REV. NO.    | 2       |

DUCK LAKE

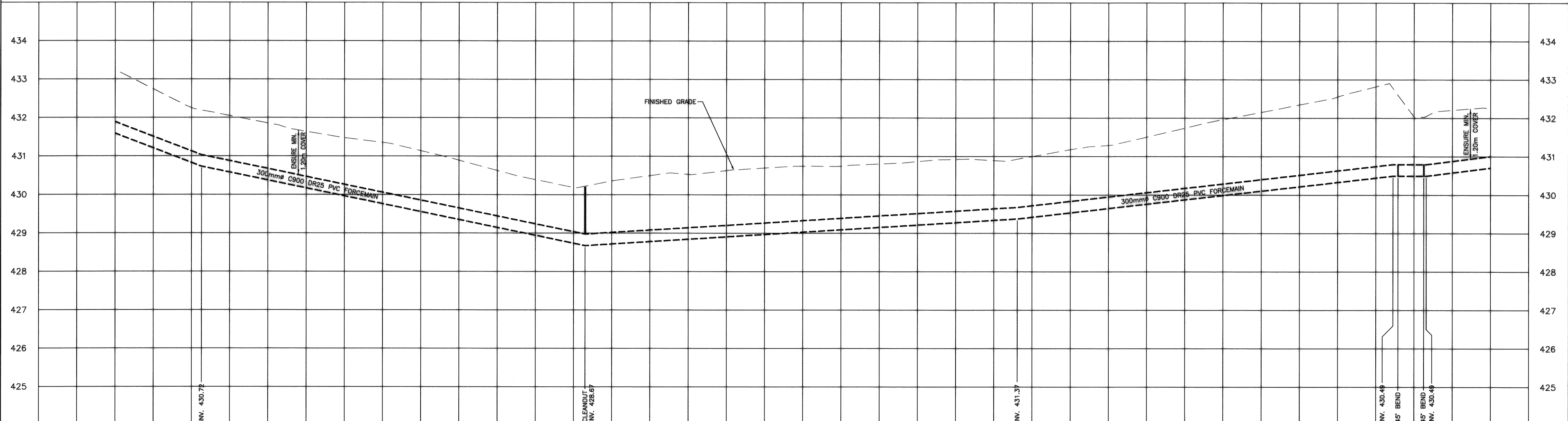
SW 1/4 SEC 35 TP 23

FOR CONTINUATION  
SEE DWG. S13

FOR CONTINUATION  
SEE DWG. S15

NOTE:  
INSTALLATION AND MAINTENANCE TO BE IN  
ACCORDANCE WITH TC E-10 AND APPLICABLE  
CSA STANDARDS.

4+820 4+840 4+860 4+880 4+900 4+920 4+940 4+960 4+980 4+990 5+000 5+020 5+040 5+060 5+080 5+100 5+120 5+140 5+160 5+180



**LEGEND**

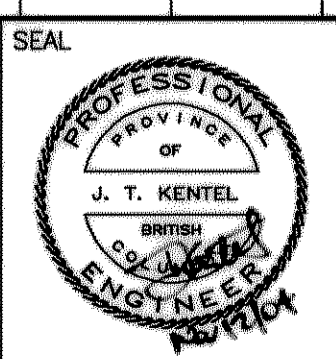
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|-----|-----------------|---|
| --- | MANHOLE         | ○ |
| --- | UTILITY POLE    | ● |
| --- | POWER POLE      | □ |
| --- | LAMP STANDARD   | ⊕ |
| --- | CATCH BASIN     | ⊗ |
| --- | HYDRANT         | ⊙ |
| --- | TREES           | ⊛ |
| --- | SURVEY MONUMENT | ⊚ |

**LEGEND**

|   |                        |
|---|------------------------|
| ▨ | PAVE WITH ASPHALT      |
| ▩ | REMOVE-REGRADE-REPLACE |
| ▧ | LEVEL COURSE           |

NAD 83  
INSERTION BASE POINT = 300,000 , 5,500,000

|     |          |     |          |
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| 6   |          |     |          |
| 5   |          |     |          |
| 4   |          |     |          |
| 3   |          |     |          |
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| 1   | 03/10/27 | ROR | JTK      |
| NO. | DATE     | BY  | REVISION |



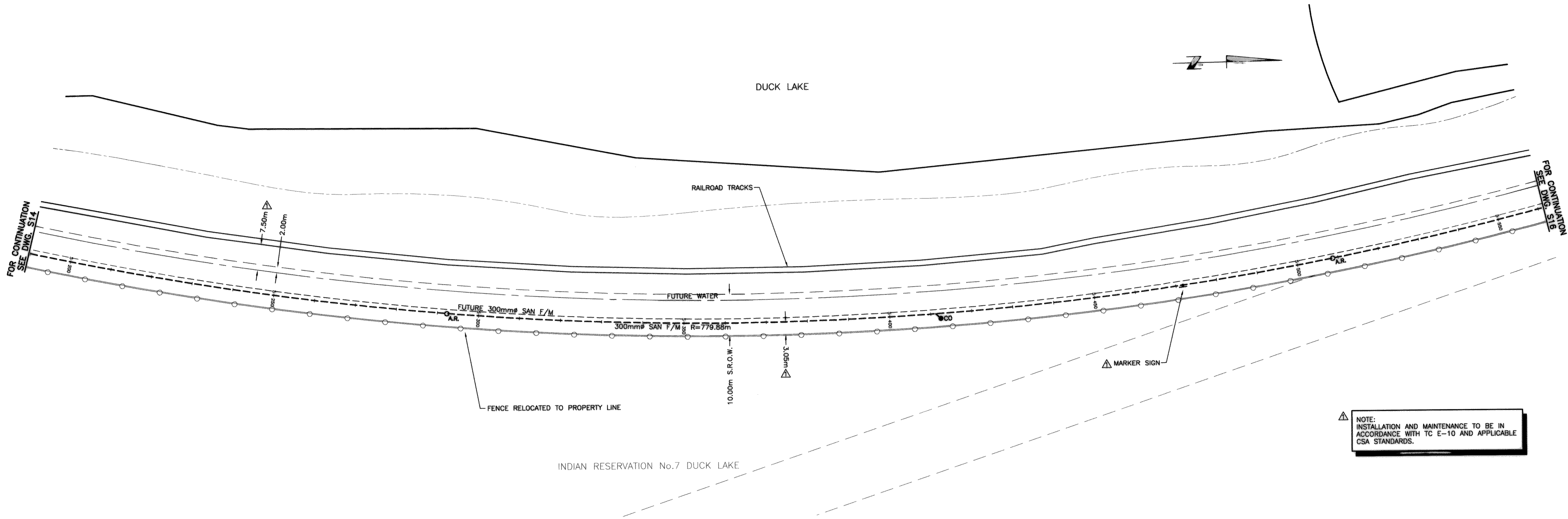
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| DESIGN   | JTK                      |
| APPROVED |                          |
| DATE     | JULY 2003                |
| SCALE    | HOR. 1:500<br>VERT. 1:50 |

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT

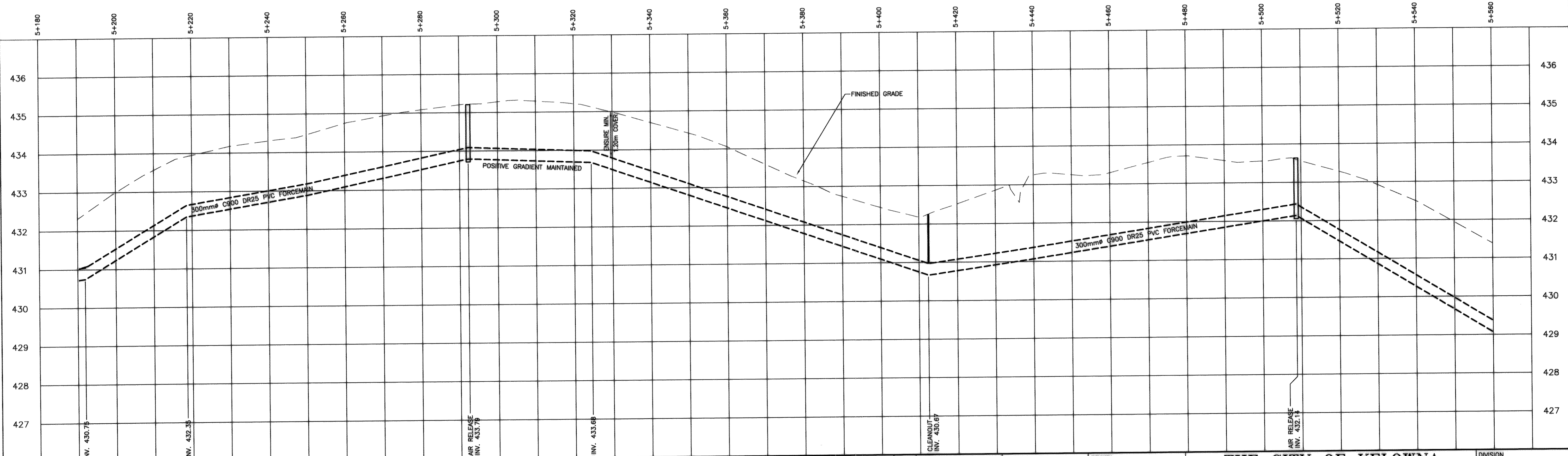
**NORTH END SEWER EXTENSION  
SANITARY FORCEMAIN  
STN. 4+820 to STN. 5+190**

|             |          |
|-------------|----------|
| DIVISION    |          |
| 1630150     |          |
| DRAWING NO. | REV. NO. |
| S14         | 2        |





NOTE:  
INSTALLATION AND MAINTENANCE TO BE IN  
ACCORDANCE WITH TC E-10 AND APPLICABLE  
CSA STANDARDS.



**LEGEND**

|                |                 |   |
|----------------|-----------------|---|
| WATER          | MANHOLE         | ○ |
| SAN. SEWER     | UTILITY POLE    | ● |
| STM. SEWER     | POWER POLE      | ● |
| GAS            | LAMP STANDARD   | □ |
| U/G TELEPHONE  | CATCH BASIN     | ⊕ |
| U/G ELECTRICAL | HYDRANT         | ⊕ |
|                | TREES           | ⊕ |
|                | SURVEY MONUMENT | ⊕ |

**LEGEND**

|                        |   |
|------------------------|---|
| PAVE WITH ASPHALT      | ▨ |
| REMOVE-REGRADE-REPLACE | ▨ |
| LEVEL COURSE           | ▨ |

**NAD 83**  
INSERTION BASE POINT = 300,000 , 5,500,000

| NO. | DATE     | BY  | REVISION            |
|-----|----------|-----|---------------------|
| 6   |          |     |                     |
| 5   |          |     |                     |
| 4   |          |     |                     |
| 3   |          |     |                     |
| 2   | 04/03/31 | RJR | PLAN OF RECORD      |
| 1   | 03/10/27 | RJR | AS PER CNR COMMENTS |

SEAL

**Stantec**

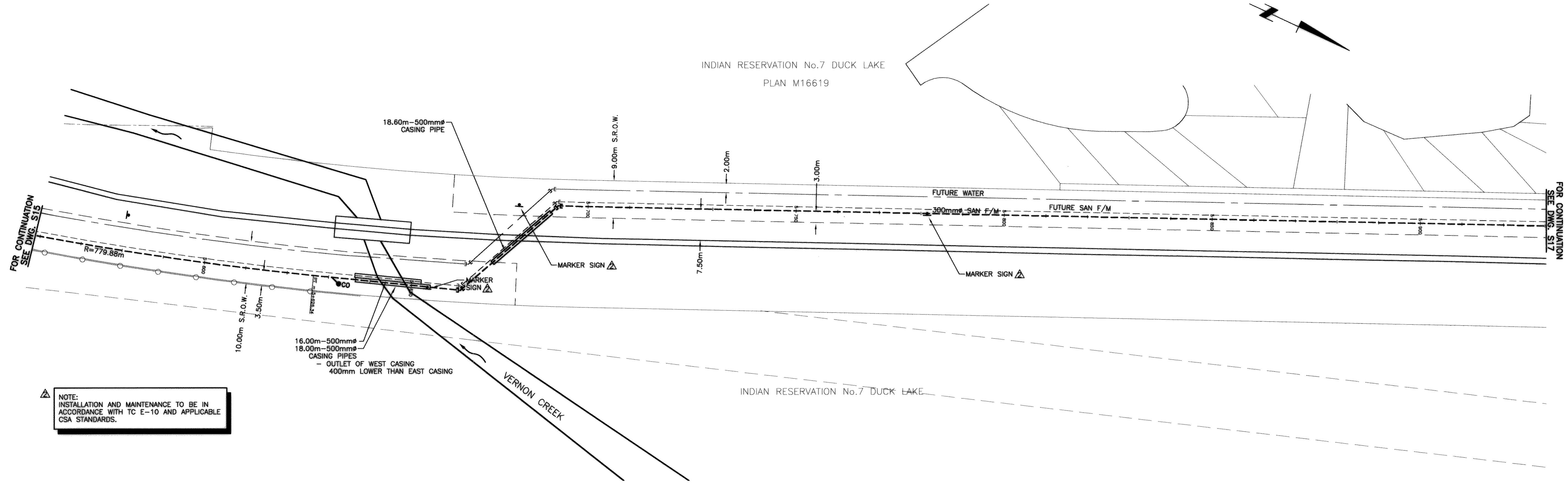
|          |                          |
|----------|--------------------------|
| DRAWN    | RJR                      |
| DESIGN   | JTK                      |
| APPROVED |                          |
| DATE     | JULY 2003                |
| SCALE    | HOR. 1:500<br>VERT. 1:50 |

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT

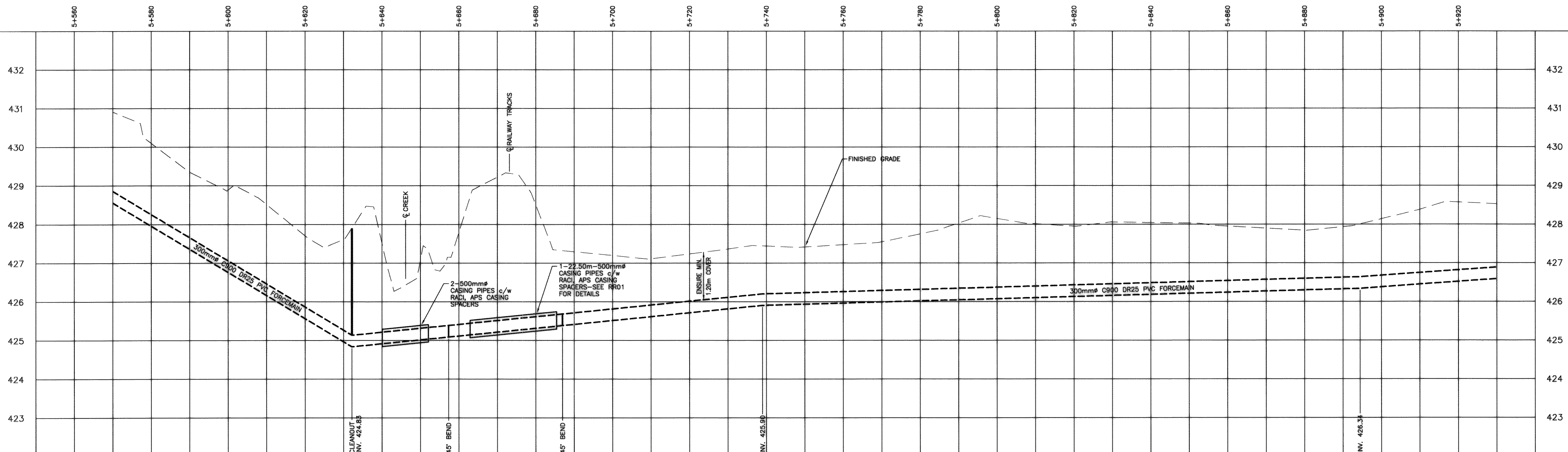
**NORTH END SEWER EXTENSION  
SANITARY FORCEMAIN  
STN. 5+190 to STN. 5+560**

|             |         |
|-------------|---------|
| DIVISION    | 1630150 |
| DRAWING NO. | S15     |
| REV. NO.    | 2       |

INDIAN RESERVATION No.7 DUCK LAKE  
PLAN M16619



NOTE:  
INSTALLATION AND MAINTENANCE TO BE IN  
ACCORDANCE WITH TC E-10 AND APPLICABLE  
CSA STANDARDS.



**LEGEND**

|                |                 |   |
|----------------|-----------------|---|
| WATER          | MANHOLE         | ○ |
| SAN. SEWER     | UTILITY POLE    | ● |
| STM. SEWER     | POWER POLE      | ● |
| GAS            | LAMP STANDARD   | □ |
| U/G TELEPHONE  | CATCH BASIN     | ⊕ |
| U/G ELECTRICAL | HYDRANT         | ⊕ |
|                | TREES           | ⊕ |
|                | SURVEY MONUMENT | ⊕ |

**LEGEND**

|   |                        |
|---|------------------------|
| ▨ | PAVE WITH ASPHALT      |
| ▩ | REMOVE-REGRADE-REPLACE |
| ▧ | LEVEL COURSE           |

NAD 83  
INSERTION BASE POINT = 300,000 , 5,500,000

| NO. | DATE     | BY  | REVISION                 | CH'KD |
|-----|----------|-----|--------------------------|-------|
| 6   |          |     |                          |       |
| 5   |          |     |                          |       |
| 4   |          |     |                          |       |
| 3   | 04/03/31 | RCR | PLAN OF RECORD           | JTK   |
| 3   | 03/10/27 | RCR | AS PER CNR COMMENTS      | JTK   |
| 1   | 03/09/03 | RCR | SILT FENCE & NOTES ADDED | JTK   |

SEAL

PROFESSIONAL ENGINEER  
J. T. KENTEL  
No. 12104



|          |                          |
|----------|--------------------------|
| DRAWN    | RCR                      |
| DESIGN   | JTK                      |
| APPROVED |                          |
| DATE     | JULY 2003                |
| SCALE    | HOR. 1:500<br>VERT. 1:50 |

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT

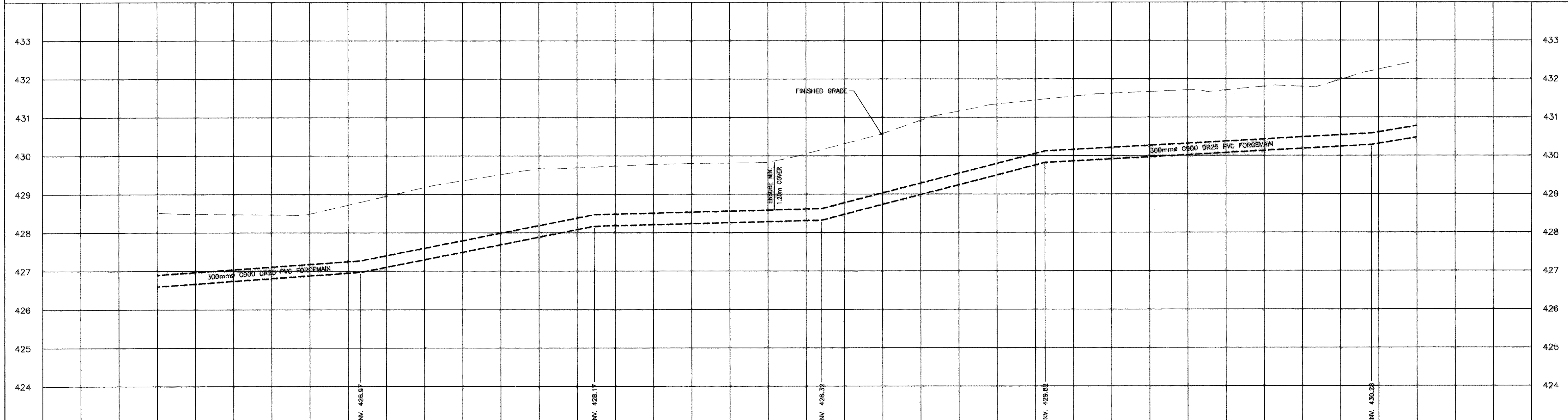
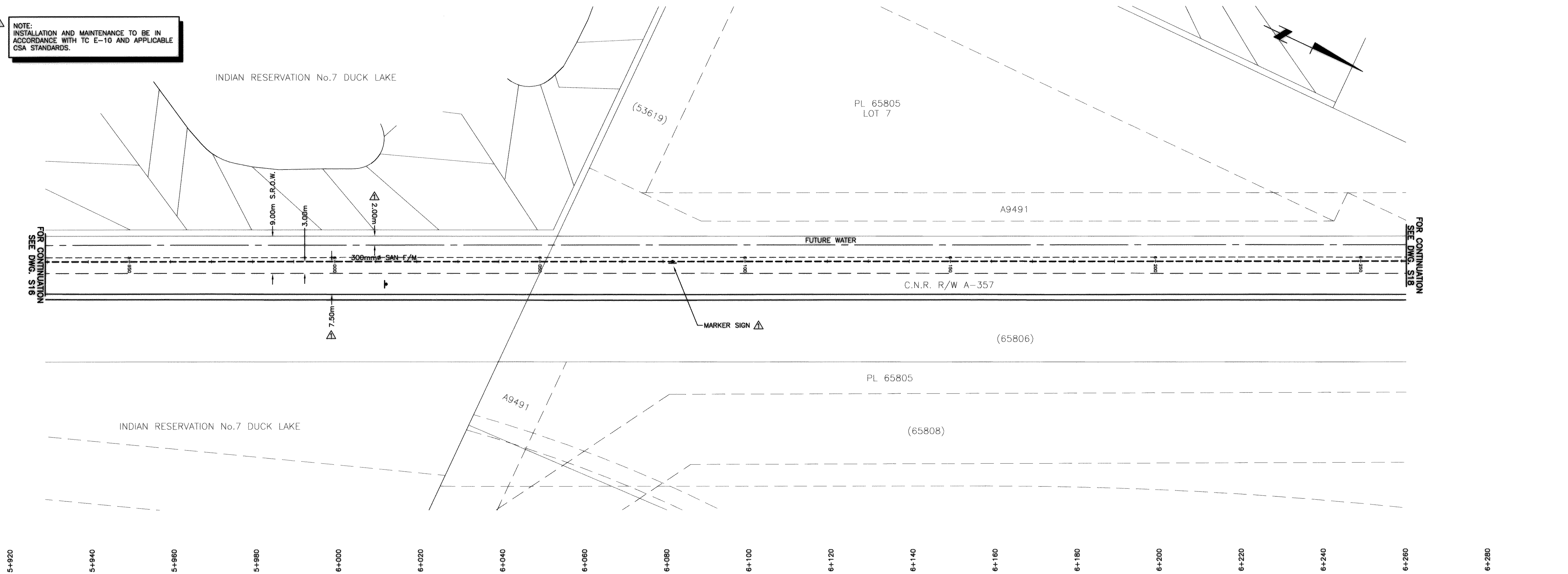
**NORTH END SEWER EXTENSION  
SANITARY FORCEMAIN  
STN. 5+560 to STN. 5+930**

|             |         |
|-------------|---------|
| DIVISION    | 1630150 |
| DRAWING NO. | S16     |
| REV. NO.    | 3       |

A-4036-45



NOTE:  
INSTALLATION AND MAINTENANCE TO BE IN ACCORDANCE WITH TC E-10 AND APPLICABLE CSA STANDARDS.



**LEGEND**

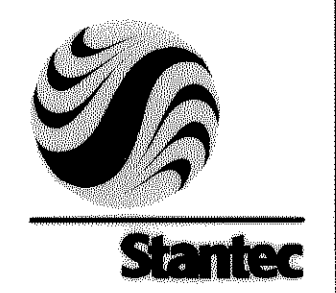
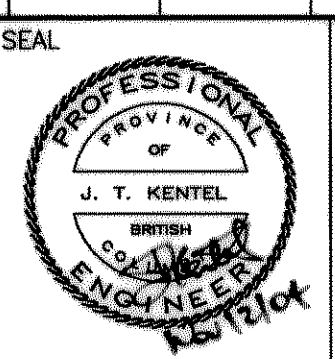
|                |     |                 |   |
|----------------|-----|-----------------|---|
| WATER          | --- | MANHOLE         | ○ |
| SAN. SEWER     | --- | UTILITY POLE    | ● |
| STM. SEWER     | --- | POWER POLE      | ● |
| GAS            | --- | LAMP STANDARD   | □ |
| U/G TELEPHONE  | --- | CATCH BASIN     | ⊗ |
| U/G ELECTRICAL | --- | HYDRANT         | ⊕ |
|                |     | TREES           | ⊗ |
|                |     | SURVEY MONUMENT | ⊙ |

**LEGEND**

|   |                        |
|---|------------------------|
| ▨ | PAVE WITH ASPHALT      |
| ▩ | REMOVE-REGRADE-REPLACE |
| ▧ | LEVEL COURSE           |

NAD 83  
INSERTION BASE POINT = 300,000 , 5,500,000

|     |          |     |                     |
|-----|----------|-----|---------------------|
| 6   |          |     |                     |
| 5   |          |     |                     |
| 4   |          |     |                     |
| 3   |          |     |                     |
| 2   | 04/03/31 | RCR | PLAN OF RECORD      |
| 1   | 03/10/27 | RCR | AS PER CNR COMMENTS |
| NO. | DATE     | BY  | REVISION            |



|          |                          |
|----------|--------------------------|
| DRAWN    | RCR                      |
| DESIGN   | JTK                      |
| APPROVED |                          |
| DATE     | JULY 2003                |
| SCALE    | HOR. 1:500<br>VERT. 1:50 |

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT

**NORTH END SEWER EXTENSION  
SANITARY FORCEMAIN  
STN. 5+930 to STN. 6+260**

|             |         |
|-------------|---------|
| DIVISION    | 1630150 |
| DRAWING NO. | S17     |
| REV. NO.    | 2       |

A-4036-46





# Sewer Permit Agreement

with Okanagan Indian Band, Government of Canada

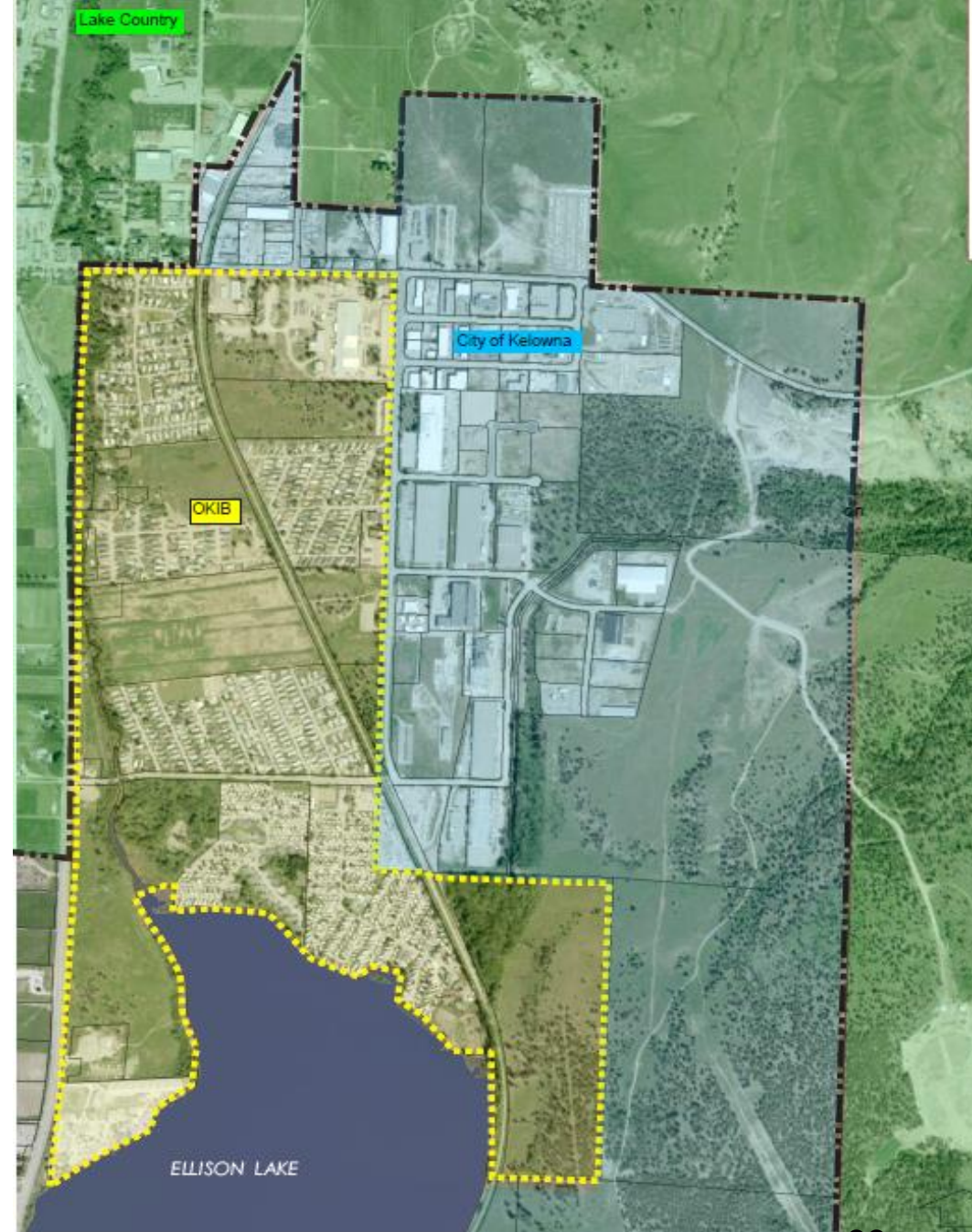
March 13, 2023





# Outline

- ▶ Legal Agreements being developed
- ▶ Sewer Permit Agreement
- ▶ Questions







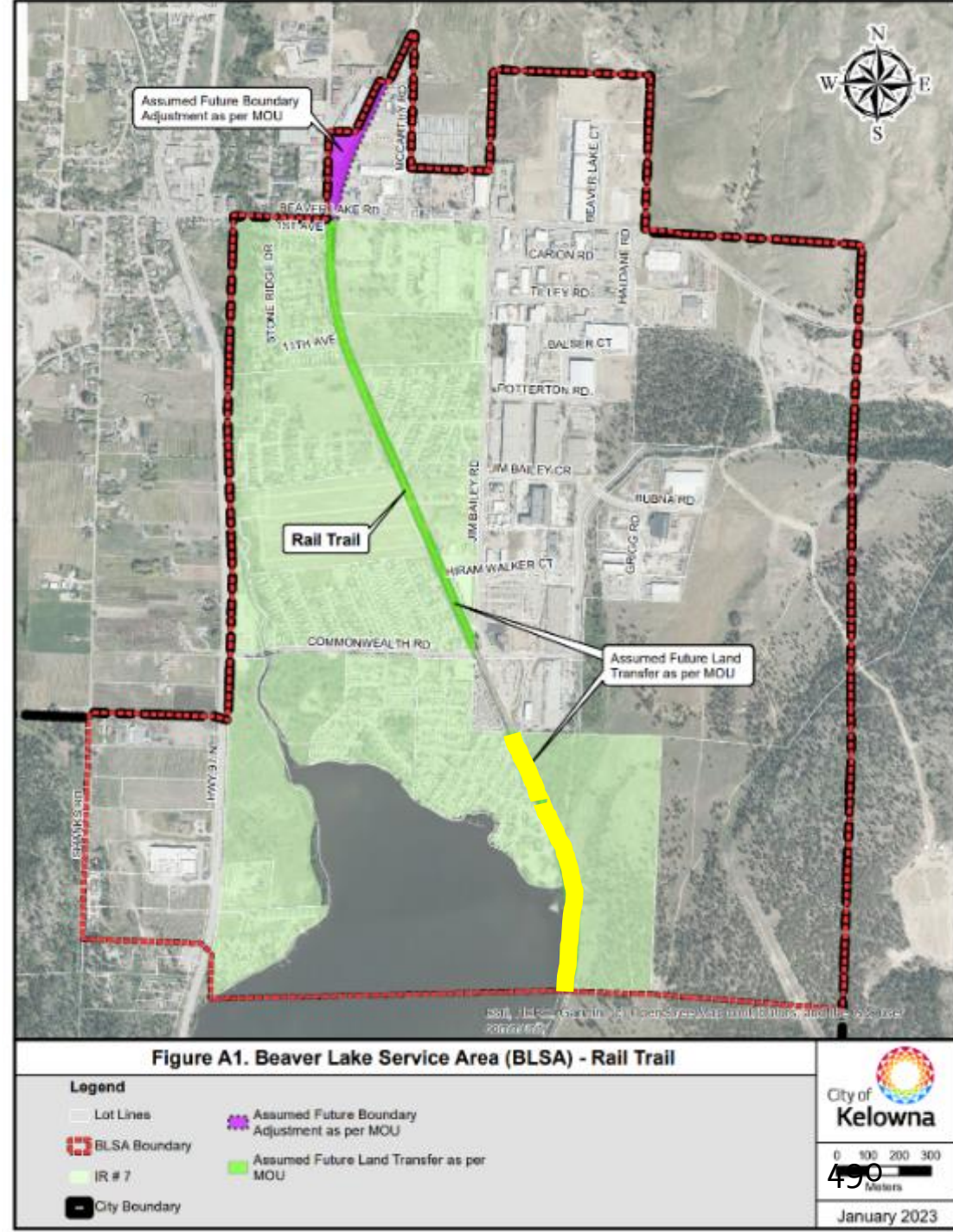
# Legal Agreements from MOU

| Ref #     | Description   |
|-----------|---|
| 1         | Bulk Water. Kelowna & DLC                               |
| 2 & 3     | Water and Sewer. Kelowna & OKIB                         |
| <b>4a</b> | <b><i>Sewer Permit. Kelowna, OKIB &amp; Canada</i></b>  |
| 4b        | Rail Trail Permit. Kelowna & OKIB                       |
| 4c        | Commonwealth Road Permit. Kelowna & OKIB                |
| 5         | Wastewater Service. Kelowna & DLC                       |
|           |   |
| 6         | <i>Beaver Lake Road. Kelowna, OKIB &amp; DLC</i>        |
| 7         | <i>Municipal Boundary Adjustment. Kelowna &amp; DLC</i> |



# Sewer Permit

- ▶ 4a – Sewer Permit
  - ▶ Canada, OKIB and Kelowna
- ▶ Requirement for land transfer





Thank you  
Questions?

# Report to Council



**Date:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Poverty Reduction Planning and Action Grant Funding  
**Department:** Partnerships Office

---

**Recommendation:**

THAT Council receives, for information, the report from the Partnerships Office dated March 13, 2023, with respect to the Poverty Reduction Planning and Action Grant Funding.

AND THAT Council directs staff to apply for grant funding for the Kelowna Food Systems Mapping and Innovation Project through the UBCM Poverty Reduction Planning and Action Grant.

AND THAT Council support staff to execute all documents necessary to complete the grant, if successful.

AND FURTHER THAT, if the grant application is successful, the 2023 Financial Plan be amended to include the receipt of funds.

**Purpose:**

To inform Council of the Poverty Reduction Planning and Action Grant, and to receive support to apply for the grant funding.

**Background:**

The Poverty Reduction Planning & Action program is to support local governments in reducing poverty at the local level and to support the provincial TogetherBC: British Columbia’s Poverty Reduction Strategy. Mandated through the Poverty Reduction Strategy Act, the strategy set targets to reduce the overall poverty rate in British Columbia by at least 25%, and the child poverty rate by at least 50%, by 2024.

The Poverty Reduction Planning & Action program provides two streams of funding: 1) Poverty Reduction Plans and Assessments and 2) Poverty Reduction Action. Through a regional approach, the Regional District of the Central Okanagan, alongside partner municipalities including the City of Kelowna, District of Lake Country, City of West Kelowna, and the District of Peachland, led the development of a Poverty Reduction Plan and Assessment for the area, referred to as the Central Okanagan Poverty and Wellness Strategy. The Central Okanagan Poverty and Wellness Strategy (COPAWS) charts a path towards opportunities for everyone in the Central Okanagan where every

person and family can meet basic needs, cultivate resilience, and feel a sense of meaningful inclusion. Food security, which was identified as a priority through COPAWS, has emerged locally as a key area for action.

As only municipal and regional governments are eligible to apply for funding under the UBCM Poverty Reduction Planning & Action Grant program, the City of Kelowna will be the applicant for this funding on behalf of the community and key partners to advance this critical work in our community. If the funding application is successful, United Way BC will be a lead partner in facilitating the proposed project.

**Discussion:**

The City of Kelowna will be applying to UBCM for stream 2 to develop and implement an action plan focused on food security in Kelowna. The Kelowna Food Systems Mapping and Innovation Project is being designed to support the collaborative implementation of food security and capacity building within the sector. The project will have three key components:

1. Development of a Food Systems Map that helps all system actors understand the food system touch points and how they function, the interconnections between different components of the system, identify places to strengthen the system, and support innovation and action to improve services.
2. Facilitation and collaboration among the food system actors, creating momentum with a specific focus on action within the key areas of food distribution, food waste diversion, innovation, and food literacy. The intent will be to develop new partnerships and identify projects to move the dial on each of these areas.
3. Designing a framework to support the development of a food hub model in Kelowna, through the collaborative systems mapping and action work. This framework will provide the foundation for building a governance infrastructure to address issues related to poverty and to support the ongoing implementation of actions derived from the Regional Poverty Reduction Plan.

This project will be completed with guidance from individuals and families experiencing economic disadvantage, in partnership with key food security and community partners.

**Conclusion:**

The City actively pursues grants to reduce municipal taxation and to leverage City funding for infrastructure, services, and program to support Council, corporate and community priorities.

This funding opportunity will enable important food security collaboration and actions in Kelowna.

**Internal Circulation:**

Social Development  
Financial Services

**Considerations not applicable to this report:**

*Legal/Statutory Authority:*

*Legal/Statutory Procedural Requirements:*



*Existing Policy:*

*Financial/Budgetary Considerations:*

*External Agency/Public Comments:*

*Communications Comments:*

Submitted by:

M. Kam, Grants & Special Projects Manager

**Approved for inclusion:**



Bob Evans, Partnerships Office Director

cc:

# Report to Council



**Date:** March 13, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Crown Tenure Mission Creek Greenway – License of Occupation  
**Department:** Real Estate

---

**Recommendation:**

THAT Council receive, for information, the Crown Tenure Mission Creek Greenway – License of Occupation report from the Real Estate Department dated March 13, 2023;

AND THAT Council agree to acquire the License of Occupation as presented, for a term of fifteen (15) years, from the Province, over those parts of Section 15 and 22, township 26, Osoyoos Division of Yale District, shown as returned to Crown on Plans 23003, 24818, and 30231, containing 2.11 hectares, more or less, for the purpose of a Pedestrian Walkway;

AND THAT the Mayor and City Clerk be authorized to execute the License of Occupation;

AND FURTHER THAT Council authorize staff to execute any further License of Occupation with the Province in relation to the subject lands, on similar terms and conditions.

**Purpose:**

To secure an interest on behalf of the City over those lands identified in the attached License of Occupation for a portion of the Mission Creek Greenway, in order to maintain access to the existing pedestrian walkway and permit on-going maintenance of the walkway infrastructure.

**Background:**

On December 17, 2007, the City and the Province of British Columbia (the “Province”) entered into a License of Occupation for Crown lands legally described as:

“Those parts of Sections 15 and 22, Township 26, Osoyoos Division Yale District, shown as returned to Crown on Plans 23003, 24818 and 30231, containing 1.451 hectares, more or less,”

in relation to certain property that makes up a portion of the Mission Creek Greenway Regional Park (the “Lands”). The 2007 License of Occupation had a term of ten (10) years and expired December 16, 2017.

The City received correspondence from the Province dated February 6, 2023, offering a new License of Occupation over the Lands for a term of fifteen (15) years, commencing December 17, 2017, a copy of which is attached as Schedule A.

**Discussion:**

The Lands constitute a portion of the Mission Creek Greenway Regional Park/Scenic Canyon Regional Park, which are subject to a Management and Regulation Contract between the City and the RDCO, attached as Schedule B.

Pursuant to the terms of that Management Agreement, the RDCO is responsible for the management, regulation, operation, and maintenance of the Mission Creek Greenway as a Regional Park.

The Province requires Council to pass a resolution agreeing to enter into the 2017 License of Occupation, allowing the City to continue to meet its obligations to the RDCO with respect to maintaining our interest in the Mission Creek Greenway.

**Internal Circulation:**

Parks

**Considerations not applicable to this report:**

*Legal/Statutory Authority*

*Legal/Statutory Procedural Requirements*

*Existing Policy*

*External Agency/Public Comments*

Submitted by: J. Buck, Manager, Property Management

**Approved for inclusion:** J. Säufferer, Department Manager, Real Estate

Attachments: Schedule A – License of Occupation, Mission Creek Greenway  
Schedule B – Mission Creek Greenway Regional Park/Scenic Canyon Regional Park  
Management and Regulation Contract  
Schedule C – PowerPoint

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Licence No.:

File No.: 3408455

Disposition No.: 925247

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THIS AGREEMENT is dated for reference December 17, 2017 and is made under the *Land Act*.

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

**CITY OF KELOWNA**  
1435 Water St  
Kelowna, BC V1Y 1J4

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means December 17, 2017;

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

"**Fees**" means the fees set out in Article 3;

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

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

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

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

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

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Security”** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

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

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise



indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for pedestrian walkway purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 15th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

### ARTICLE 3 - FEES

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

### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
    - (ii) the provisions of this Agreement;
  - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our

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written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not construct, place, or affix any Improvement on or to the Land without prior written consent;
- (l) not make changes to the stream without approval under the Water Sustainability Act;
- (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the Heritage Conservation Act;
- (n) not alter, repair or add to any Improvement without our prior written consent;
- (o) ensure maintenance and/or improvements to flood protection works along Mission



Creek would take priority over recreational uses;

- (p) ensure provisions are made for access into the licence area by heavy equipment and keys to the gate must be available to Provincial agencies;
- (q) ensure protection of habitat for fish and wildlife be given a priority in the operation of the walkway;
- (r) ensure any significant alterations to the land or vegetation be approved by Ministry of Environment;
- (s) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (t) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (u) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
  - (i) any breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
  - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (v) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

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

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

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this



section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

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

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

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

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

4.5 We may from time to time

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

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

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

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**ARTICLE 5 - LIMITATIONS**

## 5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) this Agreement is subject to the prior rights of the holder of the right of way granted to FortisBC as defined on Plans 23003 and 24818 on file in the Kamloops Land Title

Office;

- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(v)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(v)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(v)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to



- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
  - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition

to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
  - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
  - (c) if you
    - (i) become insolvent or make an assignment for the general benefit of your



creditors,

- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

**ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

**ARTICLE 10 - NOTICE**

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS  
441 Columbia Street  
Kamloops, BC V2C 2T3;

to you

CITY OF KELOWNA  
1435 Water St  
Kelowna, BC V1Y 1J4;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is

required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation;  
and



- (b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
- (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
  - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
  - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
  - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
  - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or

improve existing access roads.

- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

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

SIGNED on behalf of **CITY OF KELOWNA**  
By its authorized signatories

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



LEGAL DESCRIPTION SCHEDULE

Those parts of Sections 15 and 22, Township 26, Osoyoos Division of Yale District, shown as returned to Crown on Plans 23003, 24818 and 30231, containing 2.11 hectares, more or less



MISSION CREEK GREENWAY REGIONAL PARK/SCENIC CANYON REGIONAL PARK  
MANAGEMENT AND REGULATION CONTRACT

THIS AGREEMENT made the 13 day of February, 2020.

BETWEEN:

CITY OF KELOWNA  
A municipal corporation having offices at  
1435 Water Street  
Kelowna, British Columbia, V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
A regional district having offices at  
1450 KLO Road  
Kelowna, British Columbia, V1W 3Z4

(the "Regional District")

OF THE SECOND PART

WHEREAS the parties are acquiring lands along the corridor of Mission Creek for use as a park known as the *Mission Creek Greenway Regional Park* (the "Greenway");

AND WHEREAS the Greenway presently consists of a linear park having a length of approximately 16.5 kilometers as shown in Schedule A, maps 1, 2, 3 and 4;

AND WHEREAS the parties intend to acquire more lands to be added to and form part of the Greenway and accordingly all references to the Greenway in this Agreement is to all present and future lands forming part of the Greenway;

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that all lands constituting the Greenway are deemed to be acquired for use as a Regional Park pursuant to the *Local Government Act*

AND WHEREAS the Regional District may by bylaw make rules and regulations governing the management, regulation, operation and maintenance of lands in a Regional Park and exercise all powers of a Regional District pursuant to the *Local Government Act*.



AND WHEREAS the parties have entered into this Agreement pursuant to the Community Charter and the *Local Government Act* to establish the terms and conditions of the management, regulation, operation and maintenance of the Greenway by the Regional District.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term and Fee**

The term of this Agreement shall be for five (5) years commencing the 1st day of April, 2019. The Fee for the Term is \$1.00, the receipt of which we acknowledge.

**2. Greenway as Regional Park**

The parties hereby agree that for the purposes of this Agreement the lands acquired and to be acquired constituting the Greenway are deemed to be acquired for use as a Regional Park pursuant to the *Local Government Act*.

**3. Management, Regulation, Operation and Maintenance of the Greenway**

The Regional District shall manage, regulate, operate and maintain the Greenway as a Regional Park including the following:

- a) Operate, maintain, and manage the Greenway in accordance with set practices for operating, maintaining, and managing Regional Parks and the standards as set forth in Schedule 'B';
- b) Enforcement of all rules, regulations and policies applicable to the Greenway including Regional District Regional Parks Regulation Bylaw No. 1427 and Regional Parks Services and Facilities Fees and Charges Bylaw No. 1428 as amended from time to time;
- c) Provision of all public information services concerning the Greenway.

**4. Limitation on Regional District Responsibilities**

- a) The Regional District shall be solely responsible for management, regulation, operation and maintenance of the surface of the lands and amenities of the Greenway including, flora and fauna, weed control, trees, trail surfaces, pest control, vandalism, snow and ice control, park furniture and structures, traffic control on the Greenway, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities of the Greenway. The obligations of the Regional District shall include:
  - i) Pedestrian bridges;
  - ii) Viewing platforms;
  - iii) Washrooms;
  - iv) Signs and kiosks;
  - v) Benches;
  - vi) Picnic tables and shelters;
  - vii) Trail heads;

- viii) Parking areas and security gates;
  - ix) Pedestrian Underpasses (maintenance of the surfaces only, structure remains the responsibility of the City);
  - x) Log Building (3975 Field Road).
- b) The Regional District operates a Log Building at 3975 Field Road as part of Scenic Canyon Regional Park and the Greenway. All repairs, replacement or removal of the Log Building is the responsibility of the Regional District. Also, the Regional District shall maintain all appropriate and applicable insurance for the residence as per typical Regional District requirements for insurance.
- c) The obligations of the Regional District under this Agreement shall not include any aspect of the control of Mission Creek, dikes, flood control, highways or vehicular bridges, provided that the Regional District shall not engage in any undertaking that inhibits Mission Creek flood control works including, without limitation, works involving the creek, dikes, bridges or highways.
- d) The Regional District agrees to notify and inform the City when a project of significance which is outside of regular maintenance is being considered.

#### **5. Authority to Regulate, Prohibit and Control**

The Regional District shall have full power and authority to regulate, prohibit and control entry to and use of the Greenway by all persons to the full extent of authority mandated for a Regional Park. The Regional District acknowledges and agrees that all authorities having jurisdiction shall be entitled to unlimited access to the Greenway for the purposes of flood control.

#### **6. Permits**

The Regional District shall have full power and authority to require and authorize permits from individuals, groups, corporations, or others for all special event uses, maintenance access, and any other such access deemed appropriate by the Regional District of the Greenway from time to time.

#### **7. New Contract**

The parties agree that at the end of the term of this Agreement the parties shall, without obligation, review the terms of this Agreement for the purpose of negotiation of a new agreement for a further term of five (5) years. During the period of negotiation, the terms and conditions of this Agreement shall continue to be in full force and effect until either party advises the other that negotiations are at an end or the parties enter into a new agreement.

#### **8. Notice of Termination**

Either party may terminate this Agreement by resolution of the Regional Board or City of Kelowna Council with one (1) year's notice delivered in writing to the CAO for the Regional District or City Manager for the City.

#### **9. Insurance**

**General:**

- a) Without in any way limiting the obligation or liabilities of the Regional District, the Regional District shall keep in force during the term of this Agreement, the insurance coverage listed in this article.
- b) The Regional District shall at the date this Agreement is signed, submit to the City, a certificate for all the insurance policies required under this article or certified copies of these insurance policies (if required), and shall also provide to the City from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.
- c) The Regional District agrees to give the City at least thirty (30) days written notice in advance of any change, amendment or cancellation of any insurance policy required under this Agreement to be delivered to the City or forwarded by registered mail.

**Comprehensive General Liability Insurance:**

- d) The Regional District shall maintain comprehensive general liability insurance for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident, the City of Kelowna shall be added as additionally insured.

**Environmental Impairment Liability Insurance:**

- e) The Regional District shall use reasonable efforts to obtain Environmental Impairment Liability insurance in an amount of no less than \$1,000,000.00 for all claims for:
  - i) bodily injury and illness (including death);
  - ii) loss of use of or loss or impairment of or damage to property;
  - iii) impairment or diminution of or other interference with any other right or amenity protected by law caused by environmental impairment in connection with the performance of this Agreement.
- f) In the event that the Regional District is successful in obtaining Environmental Impairment Liability insurance the City shall be an additional insured on the policy. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder.

**Automotive Insurance:**

- g) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Regional District directly or indirectly in the performance of this agreement. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

**10. City Responsibilities**

The City shall be responsible for all roads, vehicular bridges, and pedestrian crossings located and associated with the Greenway including traffic control. In addition, the City will be responsible for the maintenance, inspection and upkeep of the 3 art installations along the Greenway known as the "Run".

With exception to an emergency situation, the City agrees to provide the Regional District with reasonable notice of works that are minor in nature that are being completed by the City or designated contractor which may have operational impact to the Greenway. In the event of



major works projects which may have significant impacts to the Regional District's operation of the Greenway, the City agrees to include the Regional District in stakeholder consultation.

**11. Mutual Indemnification**

The parties agree to indemnify and save harmless each other and their respective elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the exercise, or failure to exercise, by the Regional District or the City of their respective obligations pursuant to the terms of this Agreement.

**12. Enurement**

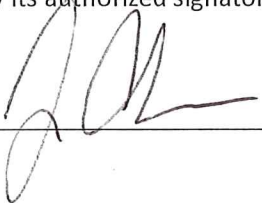
This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors at law.

**13. Statutory Functions**

Nothing contained in this Agreement, except as expressly provided, shall impair or affect in any way the exercise by the parties of their respective functions or authority under the enactment, letters patent, bylaw, resolution or other source of authority.

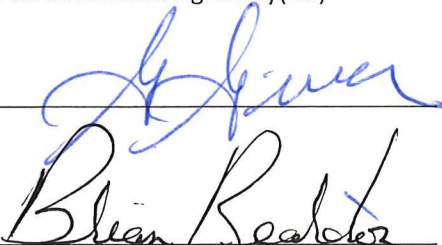
IN WITNESS WHEREOF the parties have executed this Agreement on the 19 day of February, 2020.

CITY OF KELOWNA  
by its authorized signatory(ies)



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REGIONAL DISTRICT OF CENTRAL OKANAGAN  
by its authorized signatory(ies)

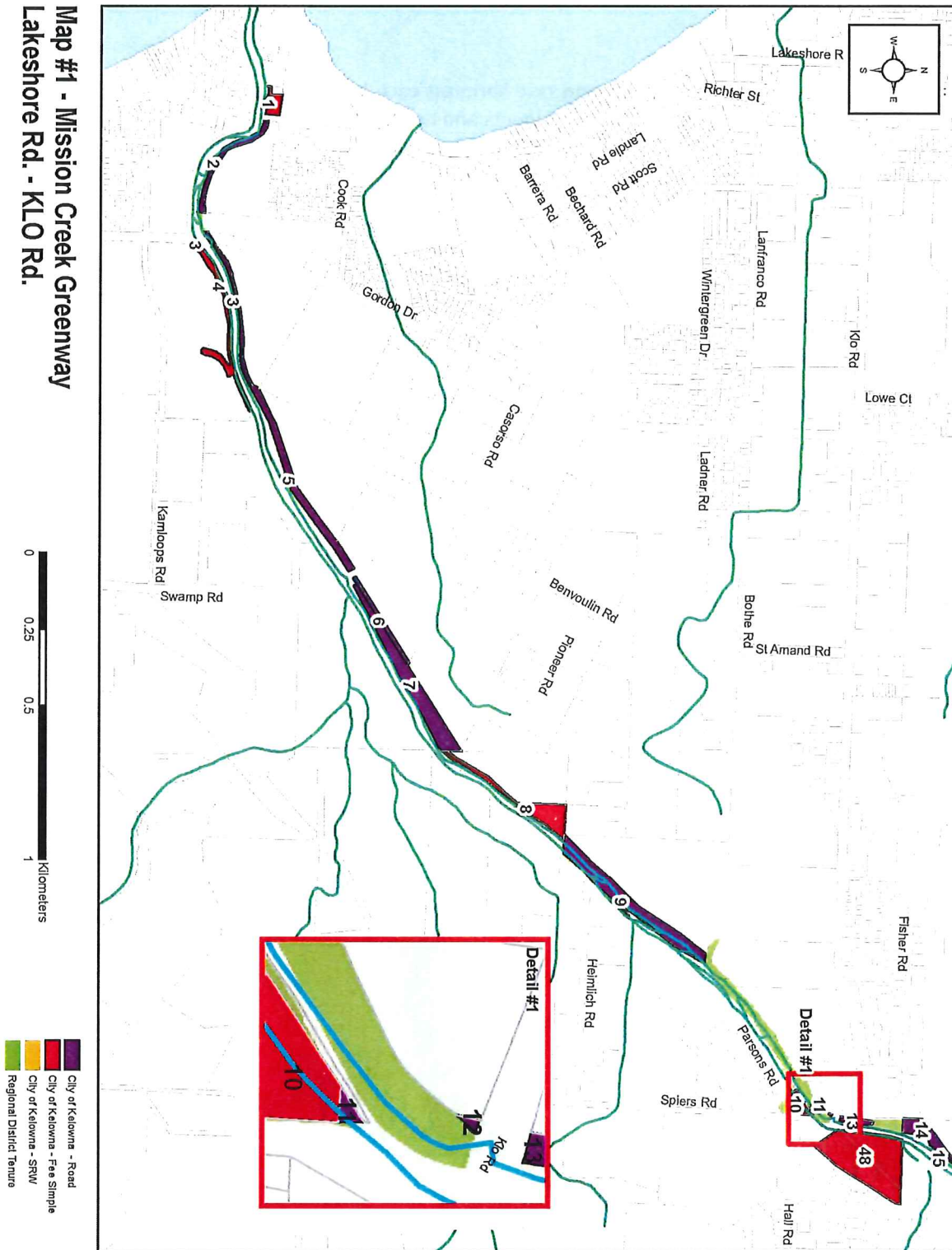


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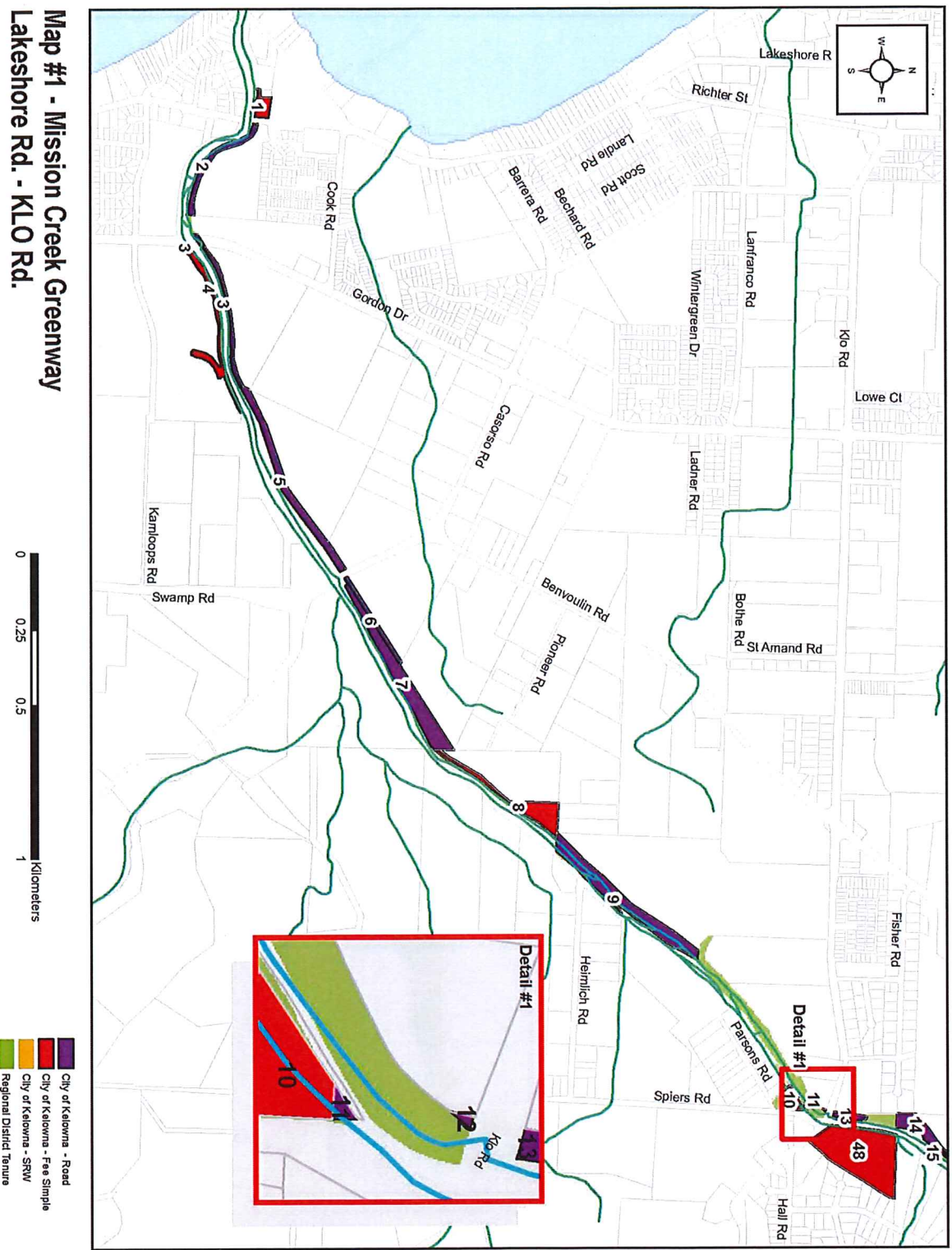
1/10/2020

a. Map #1 – Lakeshore Road to KLO Road

**Map #1 - Mission Creek Greenway  
Lakeshore Rd. - KLO Rd.**

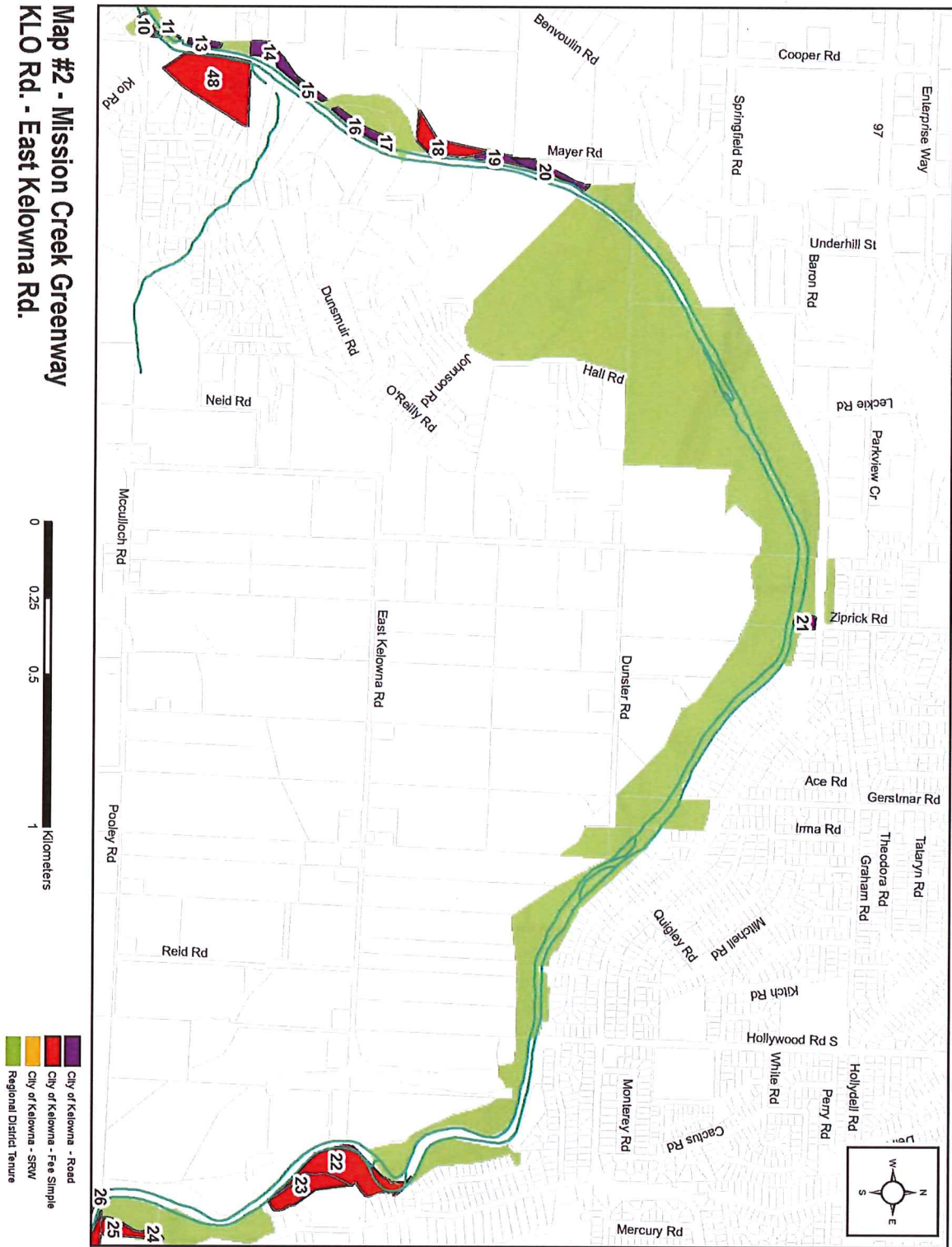


a. Map #1 – Lakeshore Road to KLO Road



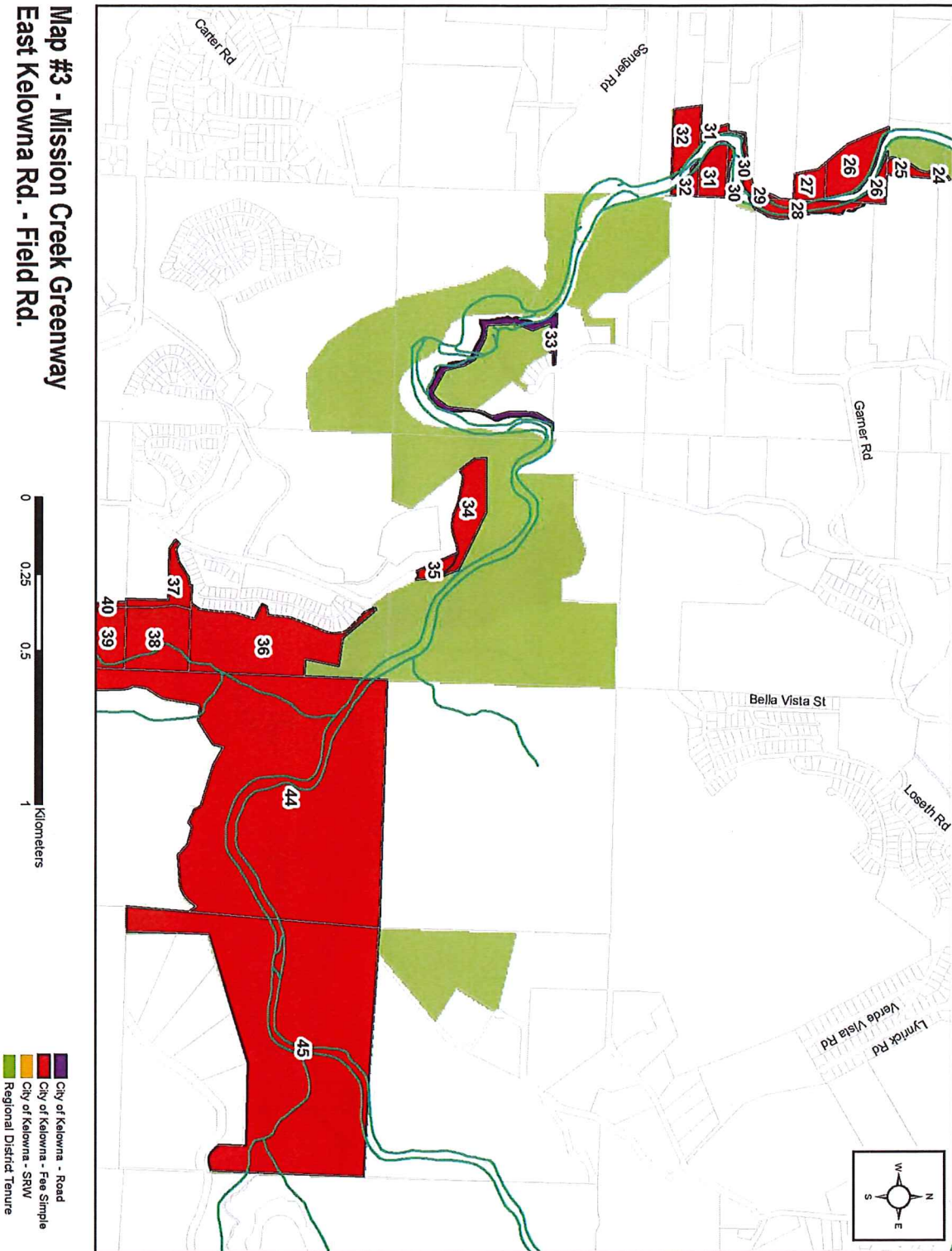


b. Map #2 – KLO Road to East Kelowna Road



c. Map #3 – East Kelowna Road to Field Road

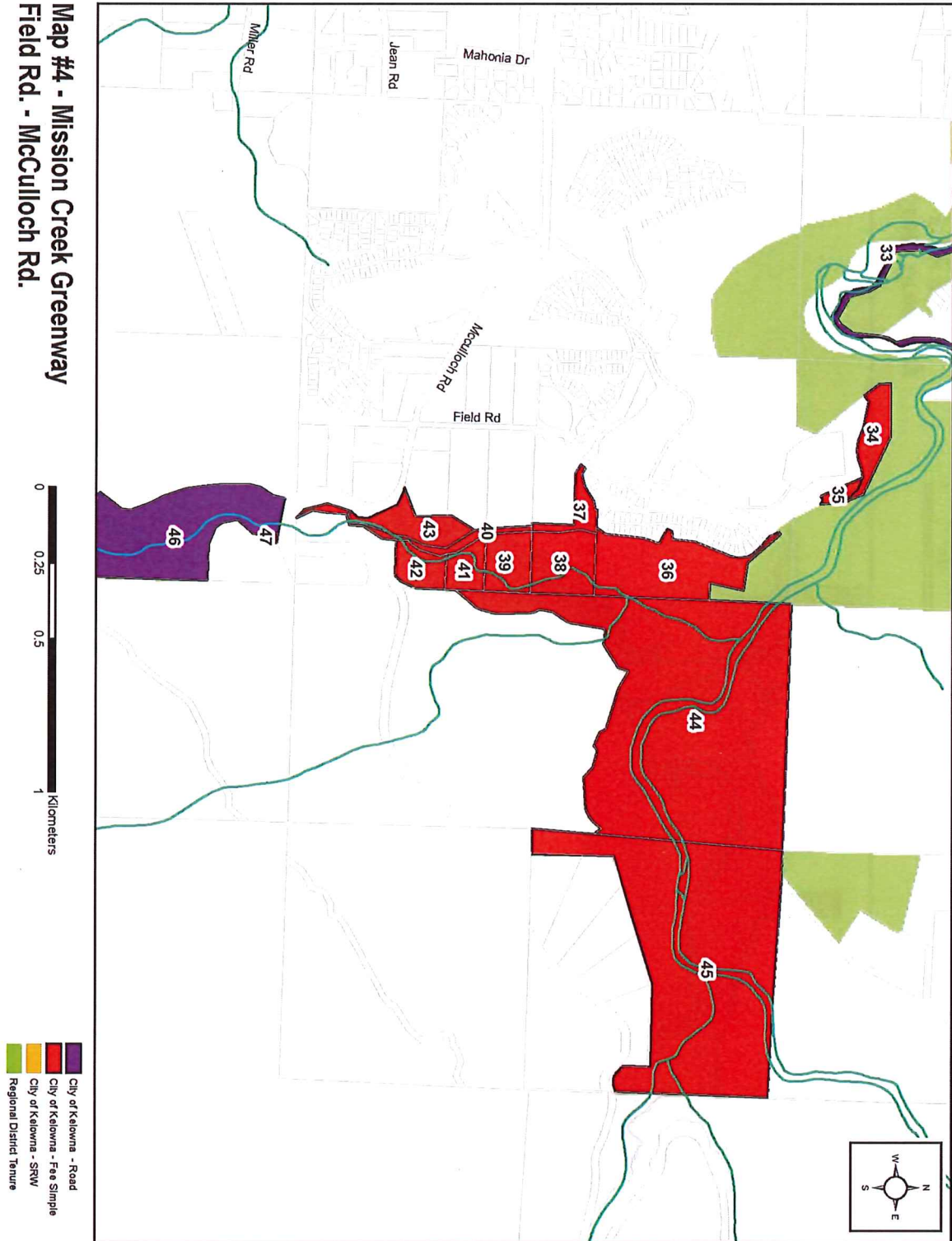
**Map #3 - Mission Creek Greenway  
East Kelowna Rd. - Field Rd.**





d. Map #4 – Field Road to McCulloch Road

**Map #4 - Mission Creek Greenway  
Field Rd. - McCulloch Rd.**



e. Listing - City of Kelowna Lands - Management and Regulation Agreement

| MISSION CREEK GREENWAY - OPERATION AND MAINTENANCE AGREEMENT CITY OF KELOWNA PROPERTIES |         |        |                              |             |              |  |
|---|---------|--------|------------------------------|-------------|--------------|--|
| PROPERTY ID   | PARK ID | TENURE | TENURE TYPE                  | PID         | FOLIO        | LEGAL DESCRIPTION  |
| 1   | 16      | 16-50  | City of Kelowna - Fee Simple | 029-586-933 | 21703818.010 | Plan EPP48512, Lot 2, Township 25  |
| 2   | 16      | 16-6   | City of Kelowna - Road       |             | 21700000.000 | Plan KAP51788, Lot ROAD  |
| 3   | 16      | 16-16  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP61927, Lot ROAD  |
| 4   | 16      | 16-32  | City of Kelowna - Fee Simple |             | 21700000.000 | Part of Lot C, Except Plan KAP46592, Part of Lot C, Except Plan KAP46592   |
| 5   | 16      | 16-17  | City of Kelowna - Road       |             | 21700000.000 | Plan 3034, District Lot 168, Lot ROAD  |
| 6   | 16      | 16-28  | City of Kelowna - Road       |             | 21700000.000 | Plan 1829, District Lot 133, Lot ROAD  |
| 7   | 16      | 16-19  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP77893, Lot ROAD  |
| 8   | 16      | 16-20  | City of Kelowna - Fee Simple | 024-008-184 | 21704118.208 | Plan KAP60920, Lot 1, Section 8, Township 26   |
| 9   | 16      | 16-21  | City of Kelowna - Road       |             | 21700000.000 | Plan 35770, Lot ROAD   |
| 10  | 16      | 16-26  | City of Kelowna - Fee Simple | 009-417-834 | 21704102.002 | Plan 12010, Lot 10, Section 8, Township 26   |
| 11  | 16      | 16-36  | City of Kelowna - Road       |             | 21700000.000 | Plan 12010, Lot ROAD, Section 17, Township 26  |
| 12  | 16      | 16-18  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP60317, Lot ROAD  |
| 13  | 16      | 16-22  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP61419, Lot ROAD  |
| 14  | 16      | 16-16  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP62332, Lot ROAD  |
| 15  | 16      | 16-23  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP62332, Lot ROAD  |
| 16  | 16      | 16-24  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP61083, Lot ROAD  |
| 17  | 16      | 16-51  | City of Kelowna - SRV        |             | 21700000.000 | Plan 75818, Lot SRV, Section 16, Township 26   |
| 18  | 16      | 16-52  | City of Kelowna - Fee Simple | 030-597-587 | 21704426.001 | Plan EPP64039, Lot A, Section 16, Township 26  |
| 19  | 16      | 16-39  | City of Kelowna - Road       |             | 21700000.000 | Plan KAP77058, Lot ROAD  |
| 20  | 16      | 16-4   | City of Kelowna - Road       |             | 21700000.000 | Plan KAP60319, Lot ROAD  |
| 21  | 16      | 16-29  | City of Kelowna - Road       |             | 21700000.000 | Plan H12895, Lot 1, Section 22, Township 26, Part of Parcel 11, includes parcel 12                               |
| 22  | 16      | 16-49  | City of Kelowna - Fee Simple |             | 21704341.000 | Plan EPP648, Lot 1, Section 14, Township 26, Free crown grant.   |
| 23  | 16      | 16-34  | City of Kelowna - Fee Simple | 011-357-282 | 21704341.000 | Plan H12895, Lot 1, Section 14, Township 26  |
| 24  | 16      | 16-11  | City of Kelowna - Fee Simple | 025-147-803 | 21704360.532 | Plan KAP69980, Lot 1, Section 14, Township 26, Parcel B, THAT PART LOT 9   |
| 25  | 16      | 16-10  | City of Kelowna - Fee Simple | 025-147-692 | 21704360.531 | Plan KAP69980, Lot 1, Section 14, Township 26, Parcel A, THAT PART LOT 1 PLAN 31521                              |
| 26  | 16      | 16-15  | City of Kelowna - Fee Simple | 025-214-179 | 21704200.002 | Plan KAP70463, Lot 2, Section 11, Township 26  |
| 27  | 16      | 16-14  | City of Kelowna - Fee Simple | 025-214-161 | 21704200.001 | Plan KAP70463, Lot 1, Section 11, Township 26  |
| 28  | 16      | 16-38  | City of Kelowna - Fee Simple | 029-153-000 | 21704200.008 | Plan KAP92961, Lot 1, Section 11, Township 26  |
| 29  | 16      | 16-12  | City of Kelowna - Fee Simple | 025-216-139 | 21704200.003 | Plan KAP70445, Lot 1, Section 11, Township 26  |
| 30  | 16      | 16-13  | City of Kelowna - Fee Simple | 025-216-147 | 21704200.004 | Plan KAP70445, Lot 2, Section 11, Township 26  |
| 31  | 16      | 16-33  | City of Kelowna - Fee Simple | 025-408-631 | 21704237.136 | Plan KAP71096, Lot A, Section 11, Township 26, E OF BREMROSE   |
| 32  | 16      | 16-37  | City of Kelowna - Fee Simple | 026-536-650 | 21700000.000 | Plan KAP79952, Lot A, Section 11, Township 26  |
| 33  | 23      | 23-9   | City of Kelowna - Road       |             | 21700000.000 | Plan 30451, Lot ROAD   |
| 34  | 23      | 23-11  | City of Kelowna - Fee Simple |             | 21700000.000 | Plan KAP48306, Lot PARK  |
| 35  | 23      | 23-3   | City of Kelowna - Fee Simple |             | 21700000.000 | Plan KAP66064, Lot PARK  |
| 36  | 23      | 23-10  | City of Kelowna - Fee Simple |             | 21700000.000 | Plan KAP48306, Lot PARK  |
| 37  | 23      | 23-13  | City of Kelowna - Fee Simple | 008-375-844 | 21703951.000 | Plan 17674, Lot A, Section 1, Township 26  |
| 38  | 23      | 23-12  | City of Kelowna - Fee Simple | 011-700-653 | 21703941.000 | Plan 1247, Lot 11A, Section 1, Township 26   |
| 39  | 23      | 23-14  | City of Kelowna - Fee Simple | 011-700-637 | 21703937.000 | Plan 1247, Lot 9A, Section 1, Township 26  |
| 40  | 23      | 23-15  | City of Kelowna - Fee Simple | 011-700-696 | 21703943.001 | Plan 1247, Section 1, Township 26, Except Plan 17674   |
| 41  | 23      | 23-16  | City of Kelowna - Fee Simple | 011-700-581 | 21703936.000 | Plan 1247, Lot 12A, Section 1, Township 26   |
| 42  | 23      | 23-17  | City of Kelowna - Fee Simple | 011-700-566 | 21703933.000 | Plan 1247, Lot 17A, Section 1, Township 26   |
| 43  | 23      | 23-18  | City of Kelowna - Fee Simple |             | 21700000.000 | Plan KAP51383, Lot PARK  |
| 44  | 23      | 23-20  | City of Kelowna - Fee Simple | 013-576-755 | 21703927.000 | Plan 1247, Section 1, Township 26, Part E 1/2, Except Plan KAP48126, EPP9820, (SEE EPP9820 AS TO LIMITED ACCESS) |
| 45  | 23      | 23-21  | City of Kelowna - Fee Simple | 002-123-851 | 21706832.001 | Plan 1247, Section 1, Township 27, Part NW 1/4, Except Plan KAP44344   |
| 46  | 12      | 12-1   | City of Kelowna - Road       |             | 21707380.010 | Plan KAP62910, Lot ROAD, Section 36, Township 29   |
| 47  | 12      | 12-2   | City of Kelowna - Fee Simple | 024-276-979 | 21707380.010 | Plan KAP62910, Lot A, Section 36, Township 29  |
| 48  | 16      | 16-53  | City of Kelowna - Fee Simple | 012-643-211 | 21704454.002 | Plan KAP33055, Lot 3, Section 16, Township 26  |

MCG-2019



**Schedule 'B' – Maintenance Management Plan**

| Maintenance Management Plan/Activities/Labour |                |           |                     |                      | Regional Park: Mission Creek Greenway |      |      |      |      |      |      |      |       |      |      |      |                  |              |            |                      |      |      |      |      |      |       |       |      |       |       |               |
|---|----------------|-----------|---------------------|----------------------|---------------------------------------|------|------|------|------|------|------|------|-------|------|------|------|------------------|--------------|------------|----------------------|------|------|------|------|------|-------|-------|------|-------|-------|---------------|
| Activity                                      | Units          | Inventory | Time (hrs) Standard | Time(hrs) Occurrence | Frequency for Month                   |      |      |      |      |      |      |      |       |      |      |      | Annual Frequency | Annual Hours | Adjustment | Adjusted Annual Hrs. |      |      |      |      |      |       |       |      |       |       |               |
|   |                |           |                     |                      | Jan.                                  | Feb. | Mar. | Apr. | May  | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |                  |              |            |                      |      |      |      |      |      |       |       |      |       |       |               |
| Garbage Removal (Field Road)                  | Each           | 3.0       | 0.1                 | 0.3                  | 1.0                                   | 1.0  | 1.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0   | 4.0  | 4.0  | 4.0  | 4.0              | 4.0          | 4.0        | 4.0                  | 4.0  | 4.0  | 4.0  | 4.0  | 33.0 | 8.0   | 1.2   | 9.6  |       |       |               |
| Garbage Removal (Hollywood)                   | Each           | 4.0       | 0.1                 | 0.3                  | 4.0                                   | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0   | 4.0  | 4.0  | 4.0  | 4.0              | 4.0          | 4.0        | 4.0                  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 48.0  | 15.0  | 1.2  | 18.0  |       |               |
| Garbage Removal (Phase 1)                     | Each           | 9.0       | 0.1                 | 0.7                  | 4.0                                   | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0   | 4.0  | 4.0  | 4.0  | 4.0              | 4.0          | 4.0        | 4.0                  | 4.0  | 4.0  | 4.0  | 4.0  | 4.0  | 48.0  | 34.0  | 1.2  | 40.8  |       |               |
| Washroom Cleaning                             | Each           | 2.0       | 0.5                 | 1.0                  | 31.0                                  | 28.0 | 31.0 | 30.0 | 31.0 | 30.0 | 30.0 | 31.0 | 31.0  | 30.0 | 31.0 | 31.0 | 30.0             | 31.0         | 31.0       | 30.0                 | 31.0 | 30.0 | 31.0 | 31.0 | 30.0 | 365.0 | 365.0 | 1.2  | 438.0 |       |               |
| Bench/Picnic Table Care                       | each           | 38.0      | 0.5                 | 19.0                 | 1.0                                   | 1.0  | 1.0  | 1.0  | 1.0  | 1.0  | 1.0  | 1.0  | 1.0   | 1.0  | 1.0  | 1.0  | 1.0              | 1.0          | 1.0        | 1.0                  | 1.0  | 1.0  | 1.0  | 1.0  | 1.0  | 12.0  | 228.0 | 1.2  | 273.6 |       |               |
| Structures Maintenance                        | each           | 6.0       | 0.5                 | 3.0                  |                                       |      | 1.0  |      |      |      | 1.0  |      |       |      |      |      | 1.0              |              |            |                      |      |      |      |      |      | 3.0   | 9.0   | 1.2  | 10.8  |       |               |
| Sign Maintenance                              | each           | 44.0      | 0.1                 | 3.5                  |                                       |      | 1.0  |      |      |      |      |      |       |      |      |      | 1.0              |              |            |                      |      |      |      |      |      | 2.0   | 7.0   | 1.2  | 8.4   |       |               |
| Weed Removal                                  | m <sup>2</sup> | 600.0     | 0.1                 | 36.0                 |                                       |      |      |      |      | 1.0  |      |      |       |      |      |      | 1.0              |              |            |                      |      |      |      |      |      | 2.0   | 72.0  | 1.2  | 86.4  |       |               |
| Snow Removal                                  | km             | 8.0       | 0.3                 | 2.0                  | 10.0                                  | 8.0  |      |      |      |      |      |      |       |      |      |      |                  |              | 2.0        |                      | 2.0  | 6.0  |      |      |      | 26.0  | 52.0  | 1.2  | 62.4  |       |               |
| Trail Maintenance                             | km             | 16.0      | 1.0                 | 16.0                 |                                       |      |      | 1.0  |      |      |      |      |       |      |      |      |                  |              | 1.0        |                      | 1.0  |      |      |      |      | 2.0   | 32.0  | 1.2  | 38.4  |       |               |
| Parking Maintenance                           | Each           | 1.0       | 2.0                 | 2.0                  |                                       |      | 1.0  |      |      |      |      |      |       |      |      |      |                  |              |            | 1.0                  |      |      |      |      |      | 2.0   | 4.0   | 1.2  | 4.8   |       |               |
| Vandalism Repair                              | Each           | 1.0       | 0.5                 | 0.5                  | 1.0                                   | 1.0  | 1.0  | 2.0  | 2.0  | 2.0  | 2.0  | 2.0  | 2.0   | 2.0  | 2.0  | 2.0  | 2.0              | 2.0          | 1.0        | 1.0                  | 1.0  | 1.0  | 1.0  | 1.0  | 1.0  | 6.0   | 48.0  | 1.2  | 10.8  |       |               |
| Park Improvements                             | Each           | 1.0       | 8.0                 | 8.0                  |                                       |      |      | 1.0  |      |      |      |      |       |      |      |      |                  |              |            |                      |      |      |      |      |      |       | 6.0   | 48.0 | 1.2   | 57.6  |               |
| Natural Area Management                       | Each           | 4.0       | 16.0                | 64.0                 |                                       |      |      | 1.0  |      |      |      |      |       |      |      |      |                  |              | 1.0        |                      |      |      |      |      |      | 3.0   | 192.0 | 1.2  | 230.4 |       |               |
| Risk Management Inspections                   | km             | 16.0      | 1.0                 | 16.0                 |                                       |      |      |      | 3.0  |      |      |      |       |      |      |      |                  |              |            |                      |      |      |      |      |      |       | 3.0   | 48.0 | 1.2   | 57.6  |               |
| Public Relations                              | Each           | 1.0       | 0.1                 | 0.1                  | 31.0                                  | 28.0 | 31.0 | 30.0 | 31.0 | 30.0 | 30.0 | 31.0 | 31.0  | 30.0 | 31.0 | 31.0 | 30.0             | 31.0         | 31.0       | 30.0                 | 31.0 | 30.0 | 31.0 | 31.0 | 30.0 | 365.0 | 29.2  | 1.2  | 35.0  |       |               |
| Planning                                      | Each           | 1.0       | 0.5                 | 0.5                  | 10.0                                  | 10.0 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0  | 10.0 | 10.0 | 10.0 | 10.0             | 10.0         | 10.0       | 10.0                 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0  | 60.0  | 60.0 | 1.2   | 72.0  |               |
| Administration                                | Each           | 1.0       | 0.5                 | 0.5                  | 15.0                                  | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0  | 15.0 | 15.0 | 15.0 | 15.0             | 15.0         | 15.0       | 15.0                 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0  | 90.0  | 90.0 | 1.2   | 108.0 |               |
| <b>Total Annual Hours</b>                     |                |           |                     |                      |                                       |      |      |      |      |      |      |      |       |      |      |      |                  |              |            |                      |      |      |      |      |      |       |       |      |       |       | <b>1562.7</b> |



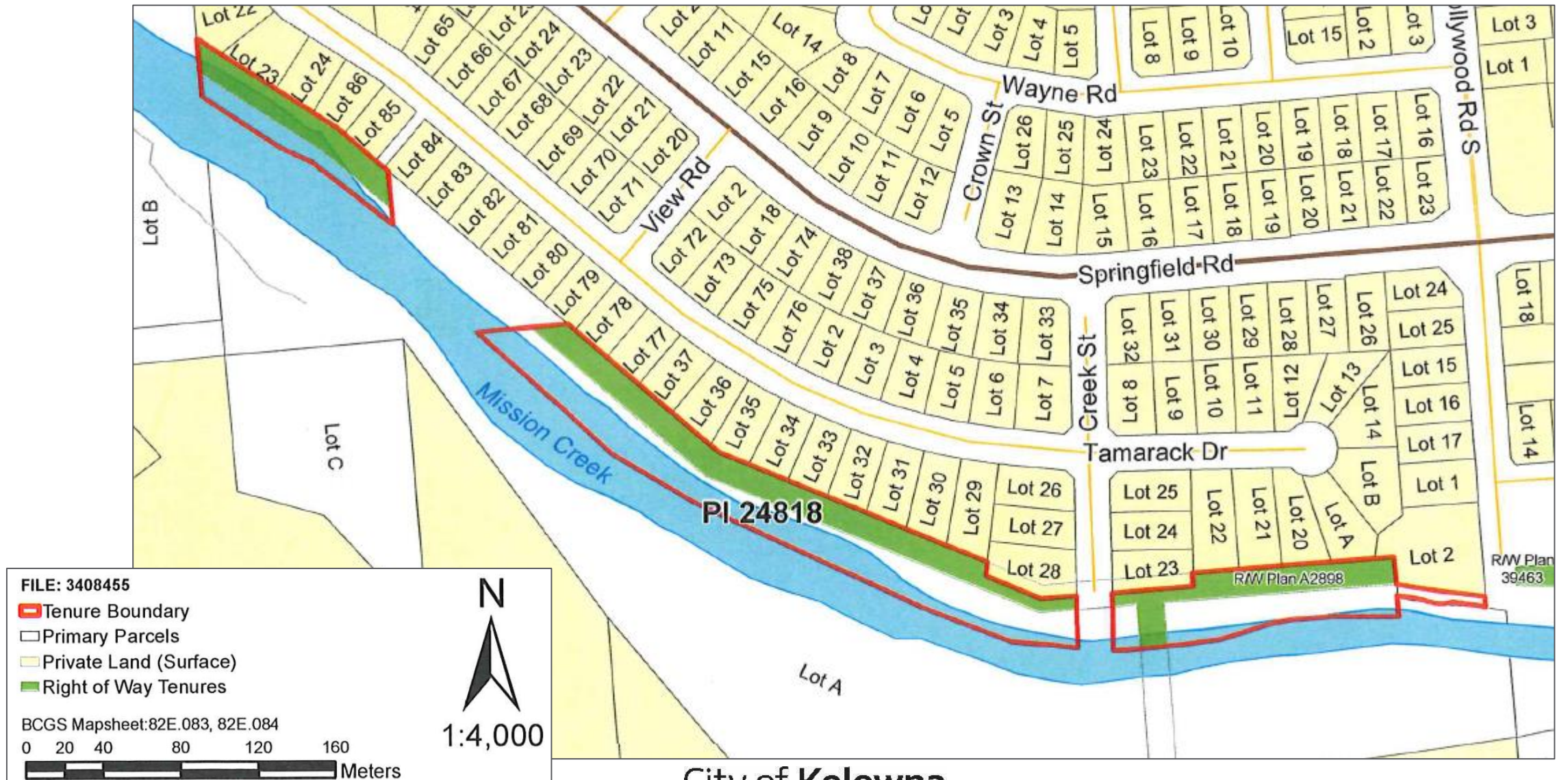


# Mission Creek Greenway - License of Occupation

March 13, 2023



# Proposed License Area







*Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# CITY OF KELOWNA

## BYLAW NO. 12480

### Kelowna International Airport Terminal Building Expansion Loan Authorization Bylaw

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WHEREAS it is deemed desirable to expand the Kelowna International Airport Terminal Building;

AND WHEREAS the estimated cost of expanding the Kelowna International Airport Terminal Building including expenses incidental thereto is the sum of ninety million, six hundred and seventy-five thousand dollars (\$90,675,000.00), of which the sum of forty-eight million dollars (\$48,000,000.00) is the amount of debt intended to be borrowed by this bylaw;

AND WHEREAS the approval of the Inspector of Municipalities has been obtained;

AND WHEREAS approval of the electors for the Loan Authorization Bylaw is not required under section 180 of the Community Charter as the liability is within the approval-free liability zone determined in accordance with section 7 of the Municipal Liabilities Regulation (BC Reg. 254/2004);

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

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the expansion of the Kelowna International Airport Terminal Building, and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
  - (a) To borrow upon the credit of the municipality a sum not exceeding forty-eight million dollars (\$48,000,000.00);
  - (b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with the construction of the expansion of the Kelowna International Airport Terminal Building.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is thirty (30) years.
3. This bylaw shall take effect on the date of its adoption by Council.
4. This bylaw may be cited for all purposes as "Kelowna International Airport Terminal Building Loan Authorization Bylaw No. 12480".

Read a first, second and third time by the Municipal Council this 23<sup>rd</sup> day of January, 2023.

Amended at third reading by the Municipal Council this 27<sup>th</sup> day of February, 2023.

Bylaw No. 12480 - Page 2

Received the Approval of the Inspector of Municipalities this 6<sup>th</sup> day of March, 2023

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

**CITY OF KELOWNA**

**BYLAW NO. 11606**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Road Adjacent to 4020 Lakeshore Road)**

**A bylaw pursuant to Section 26 and 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway Adjacent to 4020 Lakeshore Road.**

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

1. That portion of highway attached as Schedule "A" comprising 1230 m<sup>2</sup> shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 6<sup>th</sup> day of February, 2023.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk

Schedule "A"

REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11606  
(City of Kelowna) TO CLOSE ROAD DEDICATED ON  
PLAN KAP72198, SECTION 1, TOWNSHIP 25,  
OSOYOOS DIVISION YALE DISTRICT

PLAN EPP84607

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT  
AND SECTION 40 OF THE COMMUNITY CHARTER

BCGS 82E.083



The intended plot size of this plan is 432mm in width by  
560mm in height (C size) when plotted at a scale of 1:750  
(All distances are in metres)

LEGEND

- Denotes Standard Iron post (Type 5) found
- Denotes Standard Iron post (Type 5) placed
- Denotes Lead Plug (Type 3) found
- ⊙ Denotes Non-Standard Post found
- ▲ Denotes Control Monument found
- NF Denotes nothing found

Integrated Survey Area No. 4, City of Kelowna,  
NA683 (CSRS) 4.0.BC.1

Grid bearings are derived from GNSS observations and  
are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracies  
are derived from Real-time GNSS survey ties to  
geodetic control monuments 7341808 and 9541818  
from Leica Smartnet station ID 4005.

This plan shows horizontal ground-level distances unless  
otherwise specified. To compute grid distances, multiply  
ground-level distances by the combined factor of  
0.999941338 which has been derived from an ellipsoidal  
elevation of 326.15 metres. CGVD 28 (HTV2.0)

Note: The coordinates and estimated absolute accuracies  
shown on this plan are a result of an independent and  
accurate GNSS survey and do not represent official  
published coordinates.

Note: Road dedicated by Plan KAP72198 appears to  
have been dedicated by Plan A977.

OKANAGAN  
LAKE

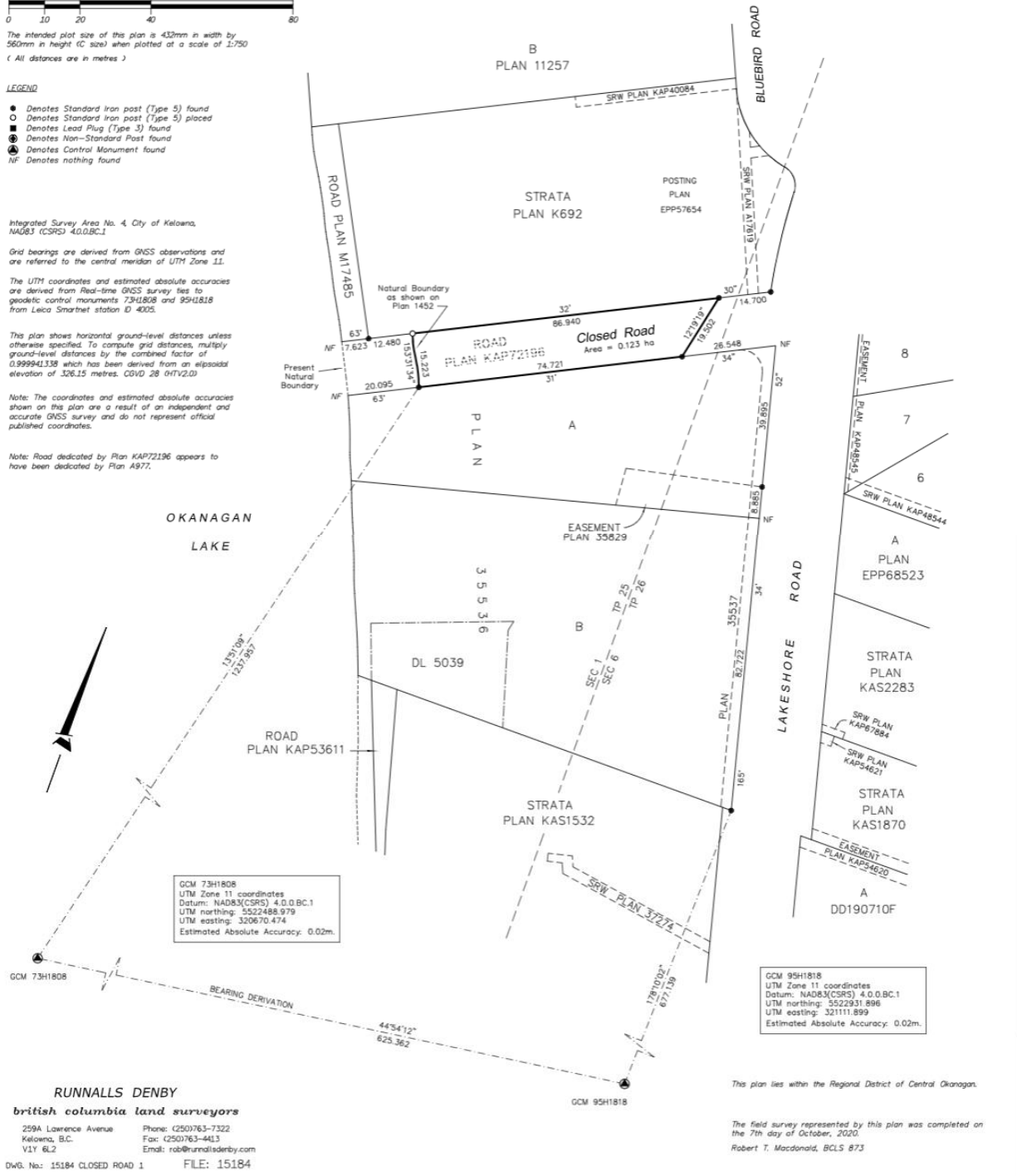


GCM 7341808  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.BC.1  
UTM northing: 5522488.979  
UTM easting: 320670.474  
Estimated Absolute Accuracy: 0.02m.

GCM 9541818  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.BC.1  
UTM northing: 5522931.896  
UTM easting: 321111.899  
Estimated Absolute Accuracy: 0.02m.

**RUNNALLS DENBY**  
british columbia land surveyors  
259A Lawrence Avenue Kelowna, B.C. V1Y 6L2  
Phone: (250)763-7322 Fax: (250)763-4413  
Email: rob@runnallsdenby.com  
FILE: 15184

This plan lies within the Regional District of Central Okanagan.  
The field survey represented by this plan was completed on  
the 7th day of October, 2020.  
Robert T. Macdonald, BCLS 873





**CITY OF KELOWNA**

**BYLAW NO. 11607**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Road Adjacent to 4058 Lakeshore Road)**

**A bylaw pursuant to Section 26 and 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway Adjacent to 4058 Lakeshore Road.**

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

1. That portion of highway attached as Schedule "A" comprising 251.5 m<sup>2</sup> shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 6<sup>th</sup> day of February, 2023.

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. 11609

### Road Closure and Removal of Highway Dedication Bylaw (Portion of Road Adjacent to 4004 Bluebird Road)

**A bylaw pursuant to Section 26 and 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway Adjacent to 4004 Bluebird Road.**

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

1. That portion of highway attached as Schedule "A" comprising 464.7 m<sup>2</sup> shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 6<sup>th</sup> day of February, 2023.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

Schedule "A"

