

**City of Kelowna  
Regular Council Meeting  
AGENDA**



Monday, November 27, 2017  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

**Pages**

**1. Call to Order**

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

**2. Confirmation of Minutes**

4 - 9

PM Meeting - November 20, 2017

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

**3.1 900 Thompson Rd, Z17-0079 - Harpreet and Daljeet Gill**

10 - 13

A rezoning application to rezone to RU1c – Large Lot Housing with Carriage House to facilitate the development of a carriage house.

**3.2 900 Thompson Rd, BL11515 (Z17-0079) - Harpreet and Daljeet Gill**

14 - 14

To give Bylaw No. 11515 first reading in order to rezone the subject property from the RU1 – Large Lot Housing zone to the RU1c – Large Lot with Carriage House zone.

**3.3 1965 Pier Mac Way, DP17-0185 - Jon Bahry**

15 - 34

To review the Form & Character Development Permit of 3 industrial warehouse buildings.

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

**4.1 TA15-0008 (BL11369) - Miscellaneous Housekeeping Text Amendments**

35 - 52

To adopt Bylaw No. 11369 in order to amend the Zoning Bylaw No. 8000.

## 5. Non-Development Reports & Related Bylaws

- 5.1 Amendment No. 6 to Utility Billing Customer Care Bylaw No. 8754** 53 - 58
- To seek Council's approval to amend the Utility Billing Customer Care Bylaw for the clarification and updating of current terms and processes.
- 5.2 BL11510 - Amendment No. 6 to Utility Billing Customer Care Bylaw No. 8756** 59 - 65
- To give Bylaw No. 11510 first, second and third readings in order to amend the Utility Billing Customer Care Bylaw.
- 5.3 2017 Outdoor Events Summary** 66 - 131
- To provide Council with an update on the 2017 outdoor event season as per Service Request #417516.
- 5.4 Climate Action Plan Update: Draft Recommended Actions and Targets** 132 - 172
- To obtain Council's feedback on the draft recommended actions and targets for the Community Climate Action Plan Update prior to stakeholder and public engagement.
- 5.5 2017 Rental Housing Grant Bylaws Phase 2** 173 - 175
- To consider executing three Housing Agreements for purpose-built rental housing projects in accordance with Council Policy No. 335.
- 5.6 BL11387 - Housing Authorization Agreement Bylaw - 1920 Enterprise Way - 1920 Enterprise Way / Mission Group Rentals Inc** 176 - 183
- To give Bylaw No. 11387 first, second and third readings in order for the City of Kelowna to enter into a Housing Authorization Agreement Bylaw.
- 5.7 BL11443 - Housing Authorization Agreement Bylaw - 205 HWY 33 E - 666344BC Ltd** 184 - 192
- To give Bylaw No. 11443 first, second and third readings in order for the City of Kelowna to enter into an Housing Authorization Agreement.
- 5.8 BL11506 - Housing Authorization Agreement Bylaw - 225 Rutland Road South - Suntec Holdings Corporation** 193 - 200
- To give Bylaw No. 11506 first, second and third readings in order for the City of Kelowna to enter into a Housing Authorization Agreement Bylaw.
- 5.9 Rental Housing Revitalization Tax Exemption Agreements** 201 - 277
- To consider four 10-year Revitalization Tax Exemption Agreements for approval to support the purpose-built rental housing projects identified in the report from the Planner Specialist, dated November 27, 2017 in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.

6. Mayor and Councillor Items

7. Termination



## City of Kelowna Regular Council Meeting Minutes

Date:	Monday, November 20, 2017
Location:	Council Chamber City Hall, 1435 Water Street
Members Present	Mayor Colin Basran, Councillors Ryan Donn, Gail Given, Tracy Gray, Brad Sieben and Mohini Singh
Members Absent	Councillors Maxine DeHart, Charlie Hodge, Luke Stack
Staff Present	City Manager Ron Mattiussi; Deputy City Clerk, Karen Needham, Community Planning Department Manager, Ryan Smith*; Suburban & Rural Planning Manager, Todd Cashin*; Urban Planning Manager, Terry Barton*; Planner Specialist, Adam Cseke*; Director, Strategic Investments, Derek Edstrom*; Parking Services Manager, Dave Duncan*; Policy & Planning Department Manager, Danielle Noble-Brandt*; Long Range Planning Manager, James Moore*; Social Development Manager, Sue Wheeler*; Sustainability Coordinator, Michelle Kam*; Legislative Coordinator (Confidential), Arlene McClelland

(\* Denotes partial attendance)

### 1. Call to Order

Mayor Basran called the meeting to order at 1:33 p.m.

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

### 2. Confirmation of Minutes

Moved By Councillor Gray/Seconded By Councillor Given

R933/17/11/20 THAT the Minutes of the Regular Meetings of November 6, 2017 be confirmed as circulated.

Carried

### 3. Development Application Reports & Related Bylaws

- 3.1 3510, 3520 Kel Mac Ct & 1915 Pier MacWay, TA17-0012 - Pier Mac Petroleum Installation Ltd

## Staff:

- Displayed a PowerPoint Presentation summarizing the application and rationale for non-support.
- Responded to questions from Council.

The Mayor invited the Applicant, or Applicant's Representative, to come forward.

Scott Thomson, Applicant

- Proposing a four- star Sandman Hotel that is highly needed to service both the Airport and UBCO.
- Believes the application meets the existing zoning purpose as noted in the zoning bylaw.
- Believes this hotel is aligned and most complimentary to the airport business park.
- Commented on an imbalance of employment and hotel rooms serving the area; the next hotel is 7.5 kilometers away.
- Does not believe the Hotel triggers any upgrades; and would meet the original transportation study that was approved by the Province and the City.
- The transportation study made certain trip assumptions and this development falls within assumptions made for this parcel as noted in the report.
- Does not believe a new traffic study is needed and at best is premature.
- Believes that this Hotel will generate over 100 jobs.
- Raised concern that they only received notice for required attendance to this Council meeting last Wednesday and received staff's report last Friday which left no time to have further discussions with staff.
- Clarified that the intent is to only change the land use on the parcel not the entire CD zone.
- Responded to questions from Council.

## Staff:

- Responded to questions from Council.

## Council:

- Would like a comprehensive review of the entire area before allowing individual applications to request zoning amendments.

There were no further comments.

Moved By Councillor Sieben/Seconded By Councillor Singh

**R934/17/11/20** THAT Council defer consideration of Zoning Bylaw Text Amendment No. TA17-0012 at 3510,3520 Kel Mac Court and 1915 Pier MacWay.

Carried

**3.2 1083-1089 KLO Rd, OCP17-0017, TA17-0011 & Z17-0069 - Sole on KLO Developments Ltd**

## Staff:

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

Moved By Councillor Sieben/Seconded By Councillor Gray

**R935/17/11/20** THAT Official Community Plan Map Amendment Application No. OCP17-0017 to amend Map 4.1 in the Kelowna 2030 – Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot 2, District Lot 135, ODYD, Plan 25466 except Plan 38538, located at 1083-1089 KLO Rd, Kelowna, BC from the MRM – Multiple Residential (Medium Density) designation to the MXR – Mixed Use (Residential/Commercial) designation, be considered by Council;

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the *Purpose* of Section 879 of the *Local Government Act*, as outlined in the Report from the Community Planning Department dated October 20 2017;

THAT Zoning Bylaw Text Amendment Application No. TA17-0011 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in the Report from the Community Planning Department dated November 20<sup>th</sup> 2017 be considered by Council;

AND THAT Rezoning Application No. Z17-0069 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, District Lot 135, ODYD, Plan 25466 except Plan 38538, located at 1083-1089 KLO Rd, Kelowna, BC from the RM3 – Low Density Multiple Housing zone to the C4 – Urban Centre Commercial zone, be considered by Council; AND THAT the Official Community Plan Map Amendment Bylaw, the Zoning Bylaw Text Amendment Bylaw and the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT final adoption of the OCP Map Amending Bylaw and the Rezoning Bylaw be considered subsequent to the outstanding conditions identified in Attachment "A" associated with the report from the Community Planning Department dated October 20<sup>th</sup> 2017.

Carried

**3.3 1083-1089 KLO Rd, BL11512 (OCP17-0017) - Sole on KLO Developments Ltd.**

Moved By Councillor Donn/Seconded By Councillor Gray

R936/17/11/20 THAT Bylaw No. 11512 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

**3.4 1083-1089 KLO Rd, BL11513 (TA17-0011) - Section 14 - Commercial Zones**

Moved By Councillor Donn/Seconded By Councillor Gray

R937/17/11/20 THAT Bylaw No. 11513 be read a first time.

Carried

**3.5 1083-1089 KLO Rd, BL11514 (Z17-0069) - Sole on KLO Developments Ltd.**

Moved By Councillor Donn/Seconded By Councillor Gray

R938/17/11/20 THAT Bylaw No. 11514 be read a first time.

Carried

**3.6 841 Curtis Road, A17-0007 - Art Scheffler**

Staff:

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

Moved By Councillor Sieben/Seconded By Councillor Given

**R939/17/11/20** THAT Agricultural Land Reserve Appeal No. A17-0007 for Part of Lot 11 Shown on Plan B16248 Block 15 Section 3&10 TWP 23 ODYD Plan 1068, located at 841 Curtis Road, Kelowna, for a Non-Farm Use in the Agricultural Land Reserve pursuant to Section 20(3) of the Agricultural Land Commission Act, be supported by Council.

Carried

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

**4.1 2486 Hwy 97 N - BL11268 (Z16-0001) - Kelowna Hwy 97/33 Holdings Ltd**

Moved By Councillor Donn/Seconded By Councillor Given

**R940/17/11/20** THAT Bylaw No. 11268 be adopted.

Carried

**4.2 1330 & 1340 Mine Hill Dr, BL11448 (OCP17-0013) - Starland Development Company**

Moved By Councillor Donn/Seconded By Councillor Given

**R941/17/11/20** THAT Bylaw No. 11448 be adopted.

Carried

**4.3 1330 & 1340 Mine Hill Dr, BL11449 (Z16-0079) - Starland Development Company**

Moved By Councillor Sieben/Seconded By Councillor Singh

**R942/17/11/20** THAT Bylaw No. 11449 be adopted.

Carried

**4.4 1561 Mountain Ave, Z17-0042 - Robin & Heather Mercer**

Staff:

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

Moved By Councillor Singh/Seconded By Councillor Donn

**R943/17/11/20** THAT Council waives the requirement for a Development Variance Permit to be considered in conjunction with Final Adoption of Rezoning Bylaw No. 11476;

AND THAT Final Adoption of Rezoning Bylaw No. 11476 be considered by Council.

Carried

**4.5 1561 Mountain Ave, BL11476 (Z17-0042) - Robin & Heather Mercer**

Moved By Councillor Sieben/Seconded By Councillor Singh

**R944/17/11/20** THAT Bylaw No. 11476 be adopted.

Carried

**4.6 486 Cadder Ave, BL11495 (HRA17-0002) - Dr. Alan Broome Inc.**

Moved By Councillor Sieben/Seconded By Councillor Singh

R945/17/11/20 THAT Bylaw No. 11495 be adopted.

Carried

**4.7 9590 McCarthy Rd, BL11501 (Z17-0074) - 0954717 BC Ltd Inc.**

Moved By Councillor/Sieben/Seconded By Councillor Singh

R946/17/11/20 THAT Bylaw No. 11501 be adopted.

Carried

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

**5.1 Complimentary Saturday Parking in December 2017**

Moved By Councillor Given/Seconded By Councillor Singh

R947/17/11/20 THAT Council receives, for information, the report from the Manager, Parking Services dated November 20, 2017 with respect to Complimentary Downtown Parking on Saturdays in December 2017;

AND THAT Council approves no charge on-street parking in the Downtown area on the five (5) Saturdays in December 2017.

Carried

**5.2 Housing Needs Assessment**

Staff:

- Displayed a PowerPoint Presentation summarizing outcomes and analysis of the Housing Needs Assessment for the city and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Given

R948/17/11/20 THAT Council receives, for information, the report from the Long Range Policy Planning Manager dated November 20, 2017, with respect to the Housing Needs Assessment.

AND THAT Council directs staff to advance engagement and strategy development on the 9 Journey Home and 11 Healthy Housing recommendations as identified in the Housing Needs Assessment for the purposes of developing the Journey Home and Healthy Housing Strategies, respectively.

AND FURTHER THAT \$14,700 be transferred from the Research & Partnership budget to the Healthy Housing budget in order to complete the project.

Carried



### 5.3 Road Closure – Capozzi Road

Moved By Councillor Donn/Seconded By Councillor Singh

R949/17/11/20 THAT Council receives for information, the Report from the Manager, Strategic Land Development, dated November 20, 2017, recommending that Council adopt the proposed closure of a portion of Capozzi Road;

AND THAT Bylaw 11508, being proposed closure of a portion of Capozzi Road, be given reading consideration;

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

Carried

### 5.4 Portion of Capozzi Rd, BL11508 - Road Closure Bylaw

Moved By Councillor Singh/Seconded By Councillor Given

R950/17/11/20 THAT Bylaw No. 11508 be read a first, second and third time.

Carried

## 6. Mayor and Councillor Items

Councillor Gray:

- Spoke to her attendance, along with Councillor Donn, at the Strong Neighbourhood Celebration at the Rotary Centre for the Arts.

Councillor Donn:

- Spoke to his attendance at the One Crash Too Many Event in remembrance of road crash victims.

Councillor Given:

- Spoke to her attendance at the launch of the Salvation Army Kettle Campaign and expressed her thanks for all that the Salvation Army does for the community.

Mayor Basran:

- Spoke to the Okanagan Sports Hall of Fame Induction Ceremony held last week.

## 7. Termination

This meeting was declared terminated at 3:35 p.m.

\_\_\_\_\_  
Mayor

/acm



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



**4.0 Proposal**

**4.1 Background**

The subject property currently has a two-storey single family dwelling with a carport and double driveway.

**4.2 Project Description**

The proposed rezoning from RU1 to RU1c would facilitate the development of a carriage house on the subject property. The proposed carriage house meets all of the zoning regulations and does not require any variances. The property is located has an OCP Future Land use of S2RES – Single/Two Unit Residential, is fully serviced, and is located within the Permanent Growth Boundary. The subject property is suitable for an increase in density as it is located near transit routes with access to parks and schools.

The proposed rezoning meets the OCP Urban Land Use Policies for Compact Urban Growth and Sensitive Infill. These policies state that growth should occur in areas that are already serviced and have access to transit, and that growth should be designed to be sensitive to the existing character of the neighbourhood.

**4.3 Site Context**

The subject property is located in Rutland near the intersection of Springfield Road and Gerstmar Road. It is in close proximity to transit routes along Springfield Road and Gerstmar Road, and within walking distance to Mission Creek Linear Park. There is one other RU1c zoned property in the neighbourhood, and several RU6 zoned properties.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 – Two Dwelling Housing	Residential
East	RU1 – Large Lot Housing	Residential
South	RU6 – Two Dwelling Housing	Residential
West	RU1 – Large Lot Housing	Residential

**Subject Property Map: 900 Thompson Road**



**5.0 Current Development Policies**

5.1 Kelowna Official Community Plan (OCP)

**Development Process**

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

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

**6.0 Application Chronology**

Date of Application Received: August 8, 2017  
 Date Public Consultation Completed: September 12, 2017

**Report prepared by:** Trisa Brandt, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**

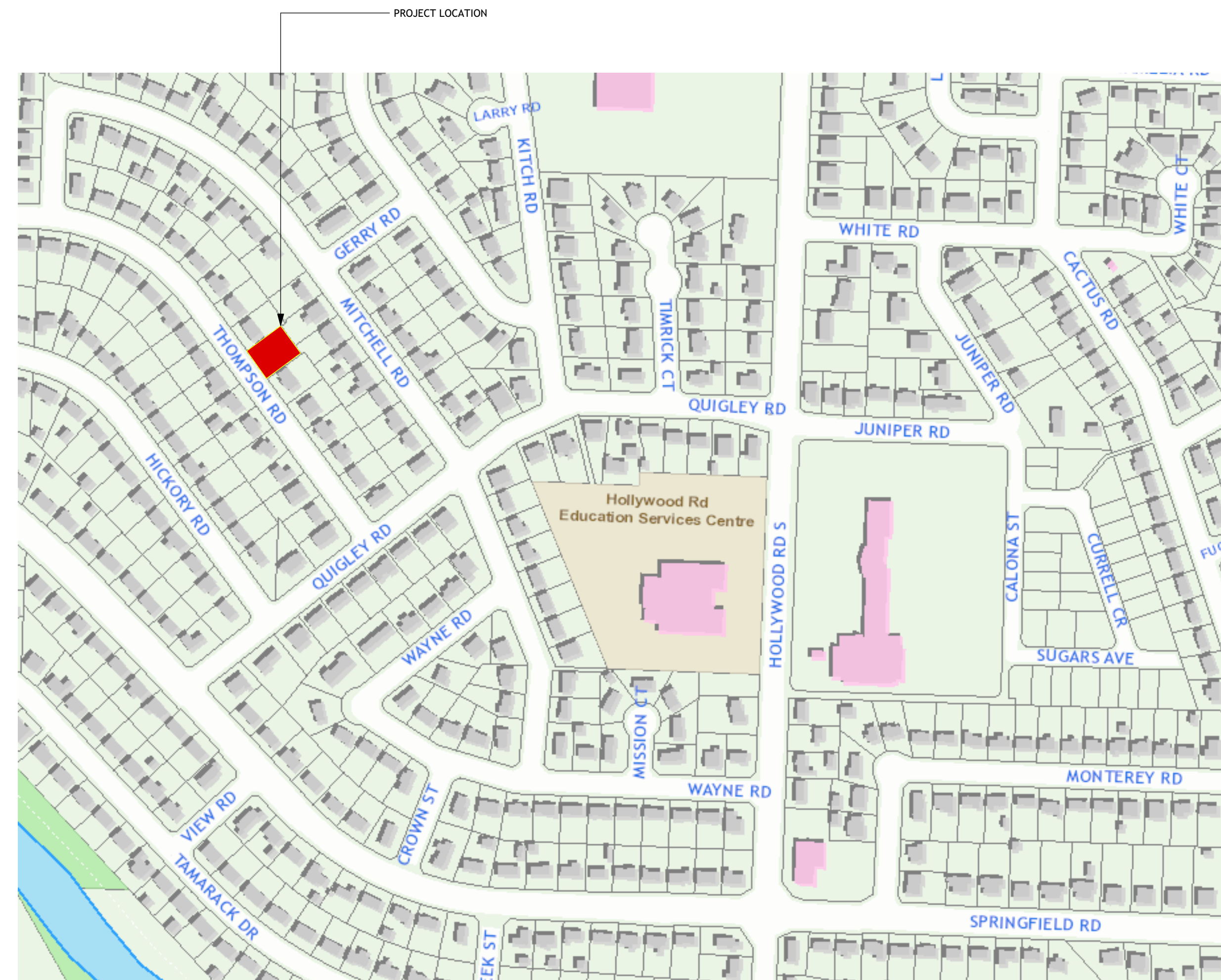
Site Plan

<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).  
<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

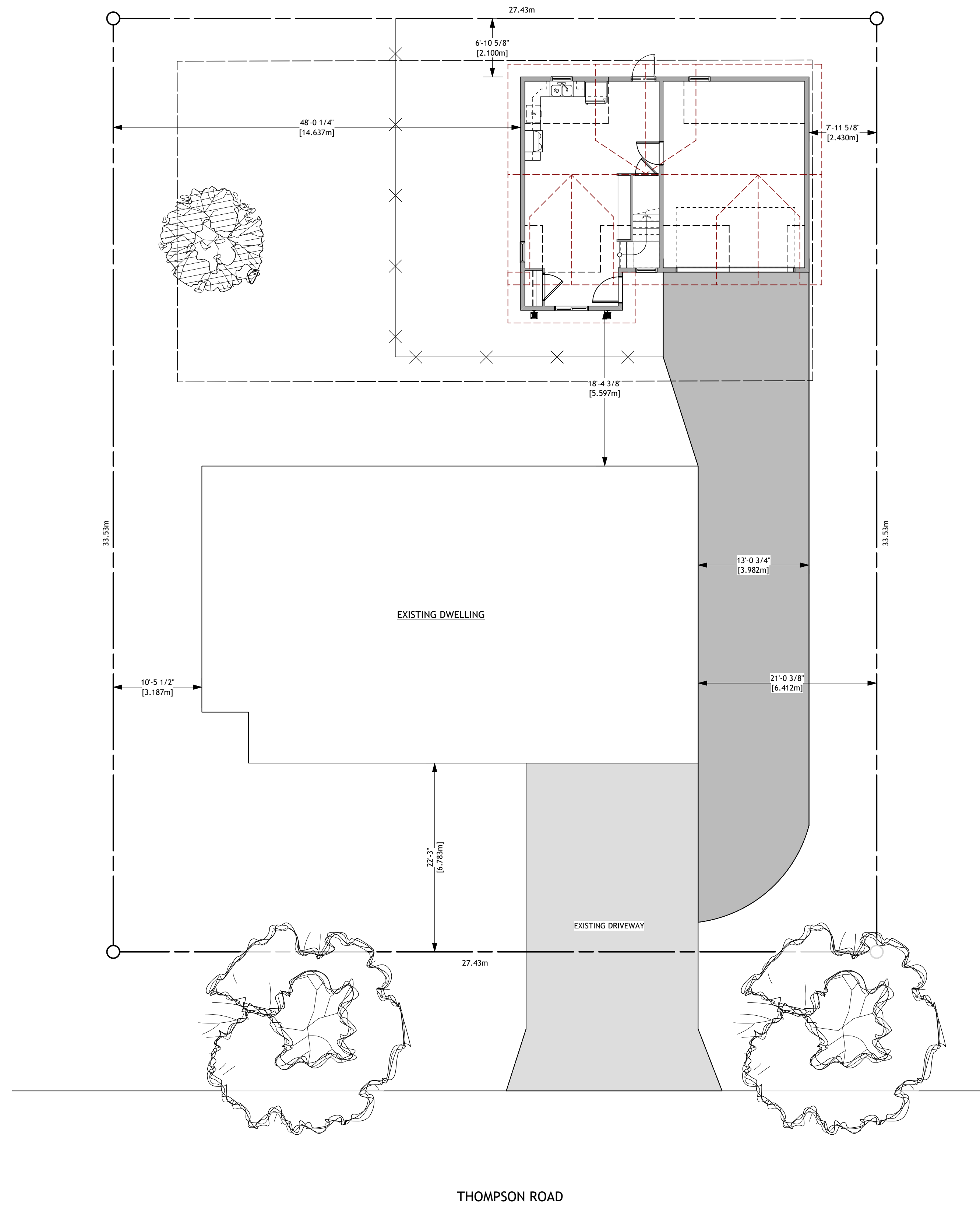
PROJECT DATA: CIVIC ADDRESS 900 THOMPSON ROAD  
 KELOWNA, BC V1X 3X1  
 LEGAL ADDRESS LOT 3 PLAN KAP30782  
 CURRENT ZONING RU-1 LARGE LOT HOUSING  
 PROPOSED ZONING RU1C - LARGE LOT HOUSING WITH CARRIAGE HOUSE  
 FUTURE LAND USE SZRES - SINGLE TWO UNIT RESIDENTIAL

**ZONING ANALYSIS**

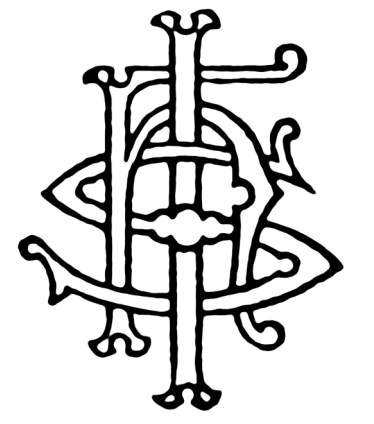
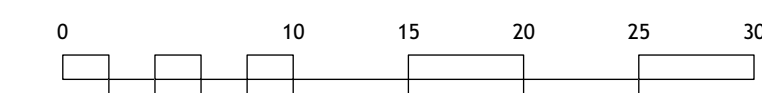
	RU6 ZONE STANDARDS	PROPOSED
SITE AREA	400.00m <sup>2</sup>	919.70m <sup>2</sup>
EXISTING BUILDING FOOTPRINT AT GRADE		187.15m <sup>2</sup>
EXISTING BUILDING TOTAL FINISHED FLOOR AREA		275.60m <sup>2</sup>
PROPOSED SUITE AREA		89.47m <sup>2</sup>
PROPOSED ACCESSORY BUILDING FOOTPRINT		77.67m <sup>2</sup>
PROPOSED DRIVEWAY AREA (CONCRETE)		97.79m <sup>2</sup>
EXISTING DRIVEWAY AREA (CONCRETE)		41.95m <sup>2</sup>
ACCESSORY BUILDING SITE COVERAGE	14%	8.4%
SUITE AREA TO MAIN DWELLING AREA	75%	32.5%
SITE COVERAGE	40.0%	28.8%
SITE COVERAGE INCLUDING HARD SURFACES	50.0%	44.0%
BUILDING HEIGHT OF EXISTING HOUSE	9.5m/2 1/2 STOREYS	7.869m/2 STOREYS
BUILDING HEIGHT OF PROPOSED CARRIAGE HOUSE	4.8m/1 1/2 STOREYS	4.750m/1 1/2 STOREYS
PEAK OF CARRIAGE HOUSE ROOF		6.839m
PEAK OF EXISTING DWELLING ROOF		8.265m
PARKING STALLS PROVIDED	3	6
PRIVATE OPEN SPACE CARRIAGE HOUSE	30.00m <sup>2</sup>	55.00m <sup>2</sup>
SETBACK TO PRINCIPLE BUILDING	3.000m	6.078m
REAR (NORTH) YARD SETBACK	2.000m	2.100m
SIDE (EAST) YARD SETBACK	2.000m	2.430m
SIDE (WEST) YARD SETBACK	2.000m	14.637m



1 SITE CONTEXT

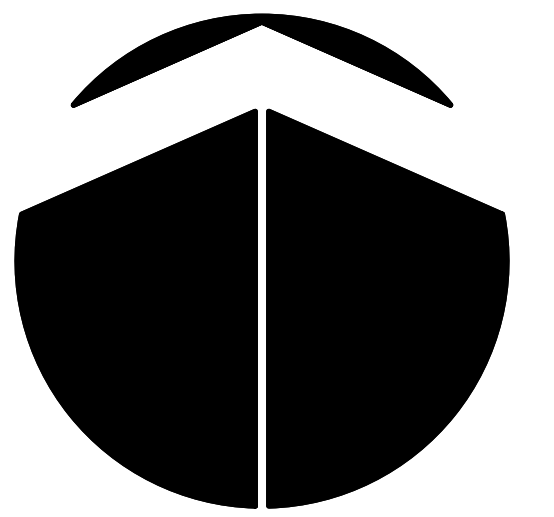


2 SITE PLAN  
 Scale: 1:100



IHS DESIGN  
 644 ARROWLEAF LANE  
 KELOWNA, BC  
 V1W 4Y5

THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF IHS DESIGN AND MAY NOT BE REPRODUCED OR USED WITHOUT EXPRESSED WRITTEN PERMISSION FROM THE SAME.



PROJECT NORTH

REVISION	DATE	DISCRPTION
A	14APR2016	ISSUED FOR BUILDING PERMIT

PROJECT  
**CARRIAGE HOUSE DEVELOPMENT**  
 900 THOMPSON ROAD  
 KELOWNA, BC V1X 3X1  
 LOT 3 PLAN KAP30782

DRAWING TITLE  
 SITE

DATE  
 AUGUST 4, 2017

DRAWING NUMBER  
 5  
 of  
 5

**CITY OF KELOWNA**  
**BYLAW NO. 11515**  
**Z17-0079 – 900 Thompson Road**

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 3, Section 22, Township 26, ODYD, Plan 30782 located on Thompson Road, Kelowna, B.C., from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>1c</sub> – Large Lot with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

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:** 11/27/2017  
**RIM No.** 0940-00  
**To:** City Manager  
**From:** Community Planning Department (AC)  
**Application:** DP17-0185      **Owner:** MKK Property Corp Inc. No. BC1097313  
**Address:** 1965 Pier Mac Way      **Applicant:** Jon Bahry  
**Subject:** Development Permit  
**OCP Designation:** Industrial (IND)  
**Zone:** CD15 – Airport Business Park (IND)

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## 1.0 Recommendation

THAT Council authorize the issuance of Development Permit No. DP17-0185 for Lot 2, Section 32, Township 14, ODYD, Plan EPP64961 located at 1965 Pier Mac Way, Kelowna, BC, subject to the following:

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

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

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

## 2.0 Purpose

To review the Form & Character Development Permit of 3 industrial warehouse buildings.

### 3.0 Community Planning

Staff are recommending support for the proposed Development Permit due to the proposal’s consistency with the majority of the Official Community Plan’s (OCP) urban design guidelines. The applicant has worked with City staff to refine the proposal multiple times. The major changes that occurred through the process were:

- Increase in the amount of transparent glass and architectural relief on the facades facing Highway 97 as well as Pier Mac Way.
- Addition of more trees along the landscape highway buffer.

Overall, the form and character of this warehouse and storage industrial building is consistent with the other warehouse buildings in the overall neighbourhood. The positive aspects of the proposal include: the change of materials & colours with the primary building facades, the use of windows at the building’s entrance and the Pier Mac façade and the installation of the necessary Highway landscape buffer.

### 4.0 Proposal

#### 4.1 Project Description

The proposal is for a 13 metre tall industrial warehouse and storage industrial building with 3 industrial units. The proposal does not need any variances. The building material is predominately red and grey metal wall panels. There is an accent vertical corrugated wall panels, horizontal & vertical glazing features, and the main entrance facing south. The landscaping buffers and planting types meets the guidelines for industrial development onsite.

#### 4.2 Site Context

The subject parcels are located within the Airport Business Park area. The subject property is designated as Industrial (IND) in the OCP and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	CD15 - Airport Business Park (Industrial)	Vacant / Industrial
East	CD12 Airport	Airport
South	CD15 - Airport Business Park (Industrial)	Vacant / Industrial
West	CD15 - Airport Business Park (Industrial)	Vacant / Industrial



Subject Property Map: 1965 Pier Mac Way



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	CD15 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Height	18.0 m / 4 storeys	12.85 m / 2 storeys
Front Yard (Pier Mac Way)	6.0m	6.1m
Side Yard (north)	0.0 m	1.34m
Side Yard (south)	0.0 m	20.43m
Rear Setback (Hwy 97)	Min 7.0m Max 10.0m	7.01m
Site coverage of buildings	n/a	47.5%
FAR	1.5 Max	<0.5

Zoning Analysis Table		
CRITERIA	CD15 ZONE REQUIREMENTS	PROPOSAL
<b>Parking Regulations</b>		
Minimum Parking Requirements	= 11 stalls	11 / 32 stalls
Minimum Loading spaces	2 spaces	4 spaces
Ratio of Parking Stalls	Full size: 50% Min Medium Size: 40% Max Small Size: 10% Max	Full size: 100% (6 stalls) Medium Size: 0% (0 stalls) Small Size: 0% (0 stalls)
Minimum Drive Aisle Width	7.0 m	7.0 m
Setback (Parking) from a property line abutting a street	2.0 m	3.05m
<b>Other Regulations</b>		
Minimum Bicycle Parking Requirements	Class 2: 6 bikes	Class 2: 6 bikes
Landscape Buffer	3.0 m	>3.0 m
Minimum Percentage of coniferous trees	20%	30%
Primary Building Facades	Min 30% glazing or other relief	>30% glazing or other relief

**5.0 Current Development Policies**

**5.1 Kelowna Official Community Plan (OCP)**

**Industrial Land Use Policies**

**Objective 5.28.**<sup>1</sup> Focus industrial development to areas suitable for industrial use.

**Industrial Supply Protection.**<sup>2</sup> Protect existing industrial lands from conversion to other land uses by not supporting the rezoning of industrial land to preclude industrial activities unless there are environmental reasons for encouraging a change of use.

**Amenities, ancillary services and utilities.**<sup>3</sup> Locate loading, garbage, storage, utilities and other ancillary services away from public view. All such areas shall be screened and designed as an integral part of the building to minimize impact.

**Public and private open space.**<sup>4</sup> Design industrial developments to include outdoor break areas, green space, bicycle racks, skylights and windows in work areas, and linkages to recreational opportunities (e.g. linear parks).

<sup>1</sup> City of Kelowna Official Community Plan, Objective 5.28, Chapter 10 (Development Process Chapter).

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.28.1, Chapter 5 (Development Process Chapter).

<sup>3</sup> City of Kelowna Official Community Plan, Policy 11.1, Objective 11, Chapter 14 (Urban Design Development Permit Areas).

<sup>4</sup> City of Kelowna Official Community Plan, Policy 7.5, Chapter 14 (Urban Design Development Permit Areas).

**Exterior elevations and materials.<sup>5</sup>**

- Exterior building materials should be selected for their functional and aesthetic quality, and should exhibit qualities of workmanship, durability, longevity and ease of maintenance;
- Provide visually prominent, accessible, and recognizable entrances through attention to location, details, proportions, materials, and lighting that act to personalize or lend identity to a building;
- Continue higher quality materials used on the principal façade around any building corner or edge which is visible to the public;
- Use materials in combination to create contrast, enhance human scale, and reduce the apparent bulk of a building;
- Colour should not be used as the predominant feature of a building.

**6.0 Technical Comments****6.1 Building & Permitting Department**

- a) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s).
- b) Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
- c) A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
- d) A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application.
- e) An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units and all corridors, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits, spatial calculation for any windows in exit stairs, etc.
- f) Washroom requirements for base building are to be addressed in the building permit application. This will be addressed at time of building permit application.
- g) Size and location of all signage to be clearly defined as part of the development permit. This should include the signage required for the building addressing to be defined on the drawings per the bylaws on the permit application drawings.
- h) Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s) / area(s). The drawings submitted for building permit are to clearly identify how this rating will be achieved and where these area(s) are located.
- i) Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this complex at time of permit application
- j) A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
  - Any alternative solution must be accepted by the Chief Building Inspector prior to the release of the Building Permit.
  - Location, Heights, Colours of mechanical systems and the required screening are to be determined at time of DP.
  - Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.

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<sup>5</sup> City of Kelowna Official Community Plan, Objective 6.0, Chapter 14 (Urban Design Development Permit Areas).

- Handicap Accessibility to the main floor levels to be provided, ramps may be required.
- Hard surfaced paths leading from the egress stairwells to a safe area are to be clearly defined as part of the DP
- Mezzanine floor are to be designed to the requirements of BCBC if the floors are sheathed and built as floors (design by structural engineer), otherwise these non-occupied areas are to be strapped for bracing of office space below.
- Access to the roofs are required per NFPA and guard rails may be required and should be reflected in the plans if required.

## 6.2 Development Engineering

- See attached Memo dated August 16<sup>th</sup> 2017.

## 6.3 Fire Department

- a) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template at Kelowna.ca
- b) Should a hydrant be required on this property it shall be operational prior to the start of construction and shall be deemed a private hydrant.
- c) This building shall be addressed off of the street it is accessed from.
- d) A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD.
- e) Fire Department access is to be met as per BCBC 3.2.5. (please review primary entrance distances on drawing to ensure 3.2.5 is achieved and access route).
- f) Approved Fire Department steel lock box acceptable to the fire dept. is required by the fire dept. entrance and shall be flush mounted.
- g) All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met for communications.
- h) Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
- i) Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- j) Fire department connection is to be within 45M of a fire hydrant - unobstructed.
- k) Ensure FD connection is clearly marked and visible from the street
- l) Sprinkler zone valves shall be accessible as per fire prevention bylaw (10760).
- m) Dumpster/refuse container must be 3 meters from structures or overhangs or in a rated room in the parking garage.
- n) Upon completion, an owners certificate and copy of NFPA 25 shall be provided for the sprinkler system.
- o) Upon completion, a certificate is required to verify CANULC 561 Compliance.

**7.0 Application Chronology**

Date of Application Received: July 28<sup>th</sup> 2017  
Date of Public consultation: n/a

**Report Prepared by:** Adam Cseke, Urban Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved by:** Ryan Smith, Community Planning Manager

**Attachments:**  
Development Engineering Comments dated August 16<sup>th</sup> 2017 (Attachment 'A')  
Development Permit

---

**CITY OF KELOWNA**  
**MEMORANDUM**

---

**Date:** August 16, 2017  
**File No.:** DP17-0185  
**To:** Urban Planning Management (AC)  
**From:** Development Engineer Manager (JK)  
**Subject:** 1965 Pier Mac Way Lot 2, Plan EPP64961

**ATTACHMENT A**

This forms part of application  
# **DP17-0185**

Planner Initials AC



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The Development Engineering comments and requirements regarding this Development Permit application are as follows:

1. Subdivision

- a) Subdivision requirements have been addressed in the Development Engineering report under file S13-0003.
- b) Provide Right of Way and Easement as may be required.
- c) Pier Mac Way will be closed at Airport Way. Traffic access will be via Quail Ridge Blvd and Circuit Rd.

2. Geotechnical Study.

As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- (a) Area ground water characteristics.
- (b) Site suitability for development, unstable soils, etc.
- (c) Drill and / or excavate test holes on the site and install pisometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content, Identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.
- (d) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.

Additional geotechnical survey may be necessary for building foundations, etc

3. Domestic water and fire protection.

- (a) This development is within the service area of the Glenmore Ellison Improvement District (GEID). The developer is required to make satisfactory arrangements with the GEID for these items. All charges for service connection and upgrading costs are to be paid directly to the GEID. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with current requirements for the proposed development.

4. Sanitary Sewer.

- (a) The existing lot is serviced with sanitary service. The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size and preferred location of the new service if needed. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of all existing service and the installation of a new larger service.

5. Stormwater Management plan.

- (a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. The existing lot is serviced with a 150mm diameter storm service. Only one service will be permitted for this development. The applicant, at his cost, will arrange the installation of one overflow service if required.

6. Power and Telecommunication Services.

- (a) The services to this development are to be installed underground. It is the developer's responsibility to make a servicing application to the respective utility companies. The utility companies are then required to obtain the city's approval before commencing their works.

7. Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) A MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.
- (ii) Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.

8. Design and Construction

- (a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject



to the approval of the City Engineer. Drawings must conform to City standards and requirements.

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

---

James Kay, P.Eng.  
Development Engineering Manager

RO





# Development Permit DP17-0185



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

**1965 Pier Mac Way**

and legally known as

Lot 2, Section 32, Township 14, ODYD, Plan EPP64961

The development has been approved subject to any attached terms and conditions, and to full compliance with the approved plans bearing the stamp of approval and the above described development permit number.

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

Date of Decision: tbd

Issued Date: tbd

Development Permit Area: Comprehensive Development Permit Area

File Manager: AC

**This permit will not be valid if development has not commenced by 2 years from the date of decision.**

Existing Zone: CD15-Aiprot Business Park (IND)

Future Land Use Designation: Industrial

## **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: MKK Property Corp Inc. No. BC1097313  
Address: #4 – 1890 Cooper Road  
City: Kelowna, BC  
Phone: 250-869-1639

\_\_\_\_\_  
Ryan Smith, Community Planning Department Manager  
Community Planning & Strategic Investments

\_\_\_\_\_  
Date

### **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

- 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"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

This Development Permit is valid for two (2) years from the date of decision (identified above) with no opportunity to extend.

## 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 own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) A Certified Cheque in the amount of \$ 39,995.00 OR
- b) An Irrevocable Letter of Credit in the amount of 39,995.00

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.

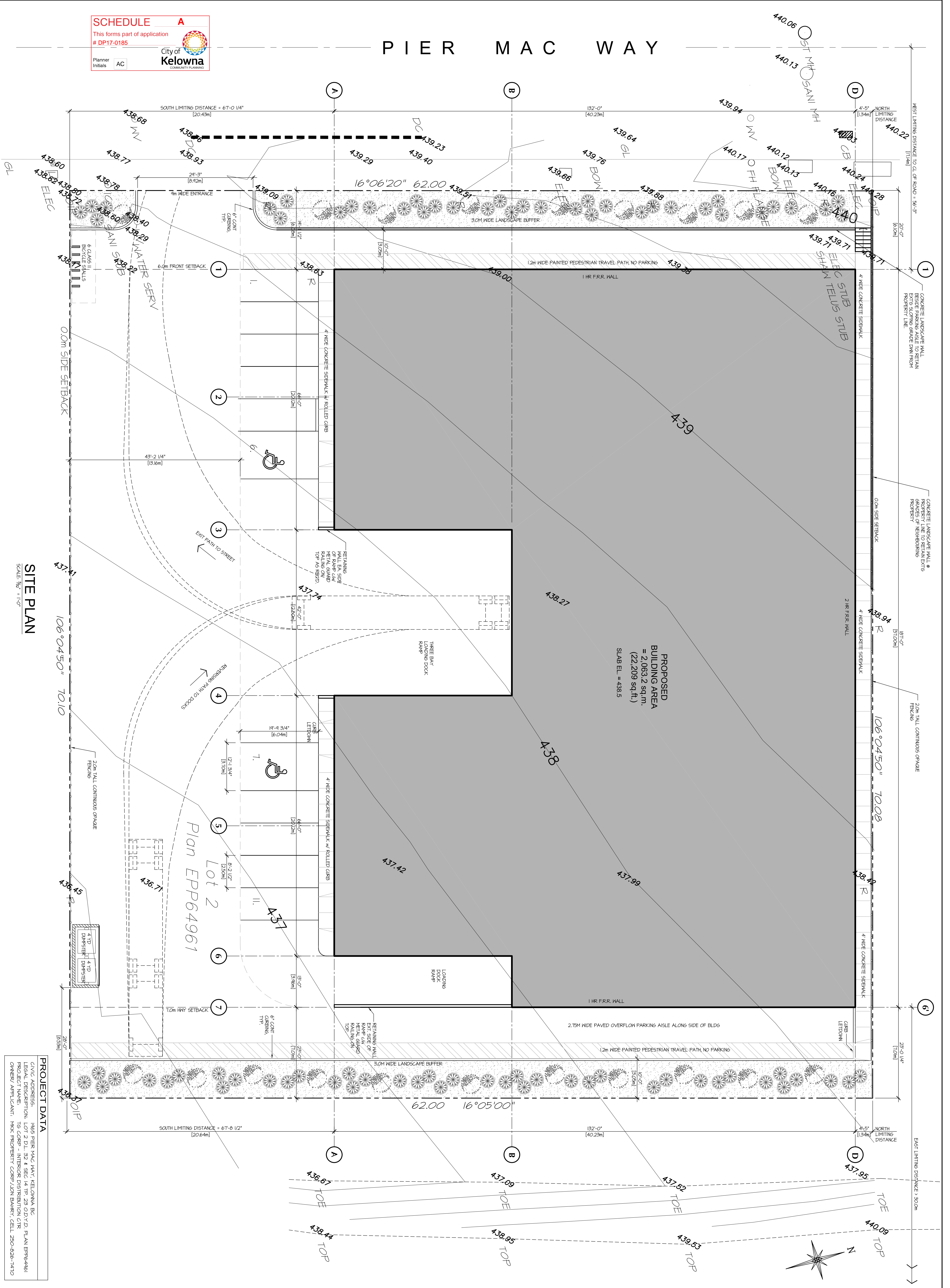
**The PERMIT HOLDER is the CURRENT LAND OWNER.  
Security shall ONLY be returned to the signatory of the  
Landscape Agreement or their designates.**

**SCHEDULE A**  
This forms part of application  
# DP17-0185

City of Kelowna  
COMMUNITY PLANNERS

Planner Initials AC

PIER MAC WAY



**SITE PLAN**  
SCALE 3/8" = 1'-0"

**PROPOSED BUILDING AREA**  
= 2,063.2 sq.m.  
(22,209 sq.ft.)  
SLAB EL. = 438.5

Plan EPP64961  
Lot 2

**PROJECT DATA**  
CIVIC ADDRESS: 1965 PIER MAC WAY, KELOWNA, BC  
PROJECT NAME: TG CORP - INTERIOR DISTRIBUTION CTR  
OWNER/APPLICANT: KKC PROPERTY CORP./JON BARRY, CELL: 250-626-7470

**HANS P. NEUMANN ARCHITECT INC.**

**CORNERSTONE CONTRACT SERVICES**

DRAFTING CONSULTANT  
DATE: JUNE 2017  
DRAWN: SAM  
CHECKED: HNN

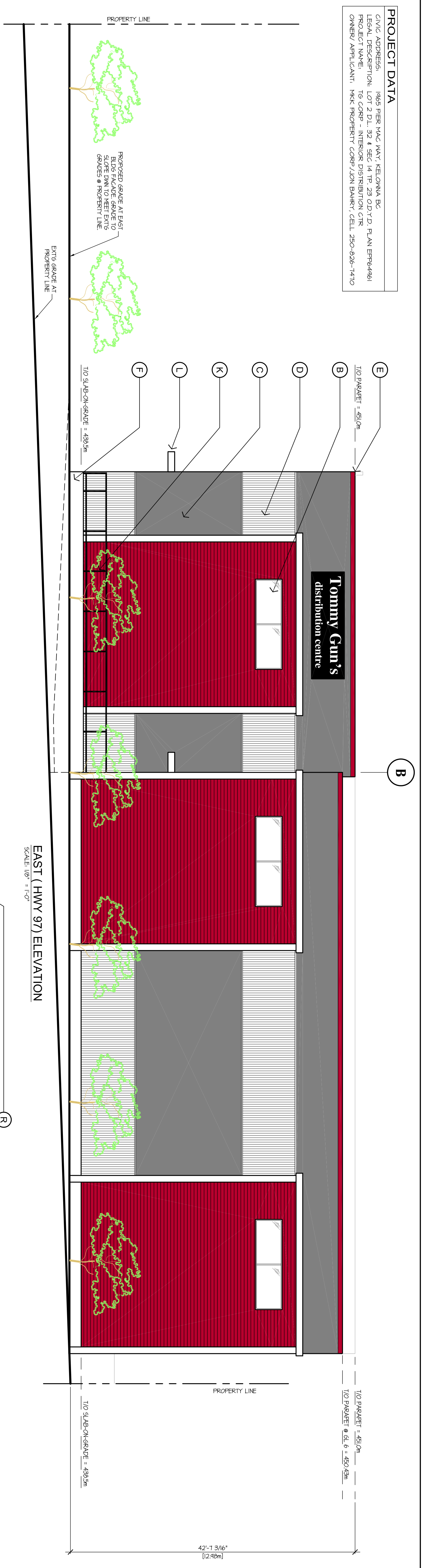
**PROPOSED WAREHOUSE FOR TG CORP.**  
1965 PIER MAC WAY, KELOWNA, BC

1520 HIGHLAND DRIVE NORTH  
KELOWNA, BC V1Y 4K5  
PHONE: (250) 868-0878 FAX: (250) 868-0837

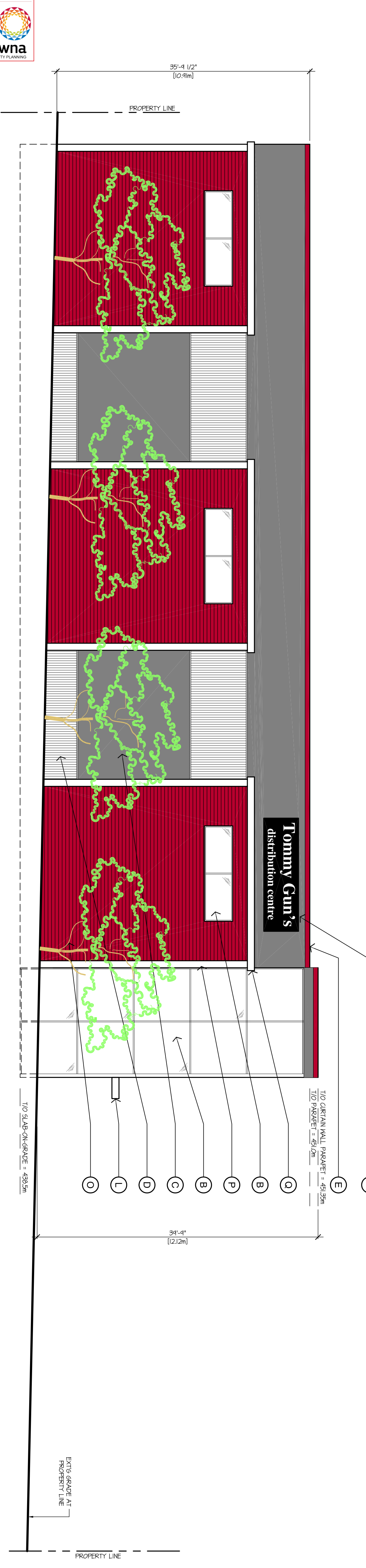
No.	DATE	DESCRIPTION
1.	NOV 7/17	RE-ISSUED FOR DEVELOPMENT PERMIT
	JULY 26/17	ISSUED FOR DEVELOPMENT PERMIT

DP1  
Revision No.: 1

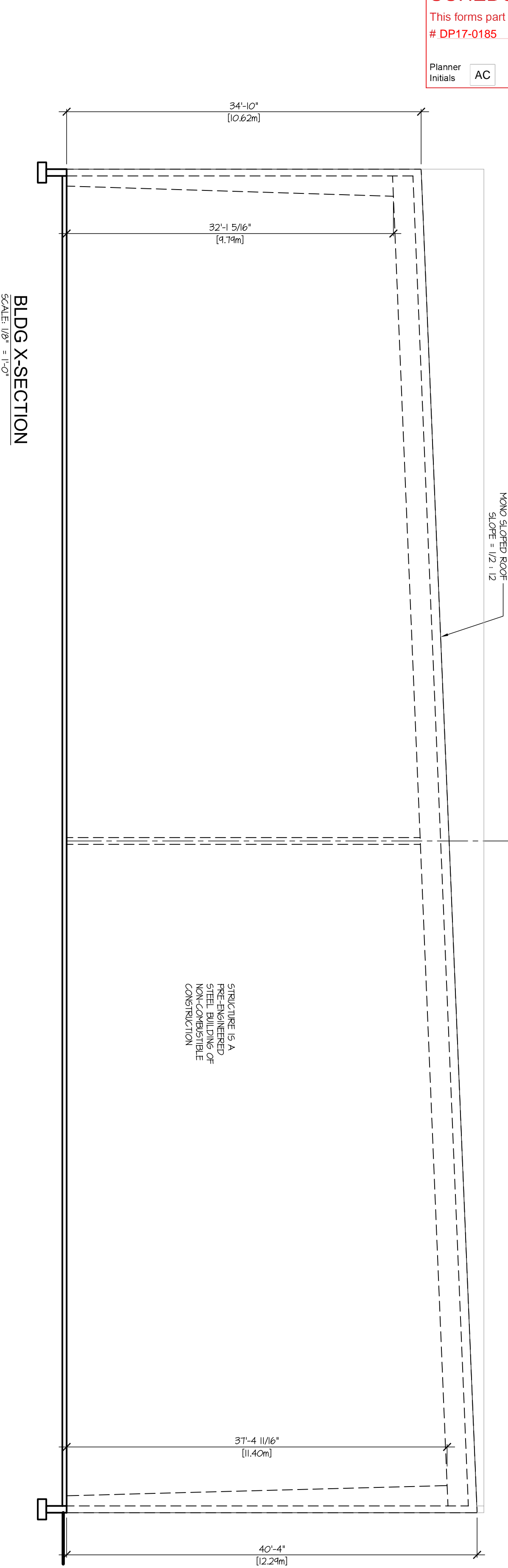
**PROJECT DATA**  
 CIVIC ADDRESS: 1665 PIER MAC WAY, KELOWNA, BC  
 PROJECT NAME: 16 CORP - INTERIOR DISTRIBUTION CTR.  
 OWNER/APPLICANT: H&K PROPERTY CORP./JON BARNY, CELL: 250-626-1410



**EAST (HWY 97) ELEVATION**  
 SCALE: 1/8" = 1'-0"



**WEST (PIER MAC WAY) ELEVATION**  
 SCALE: 1/8" = 1'-0"



**BLDG X-SECTION**  
 SCALE: 1/8" = 1'-0"

**SCHEDULE B**  
 This forms part of application  
 # DP17-0185  
 City of Kelowna  
 COMMUNITY PLANNING  
 Planner Initials: AC

**ZONING BYLAW REQUIREMENTS**

<b>CURRENT ZONING:</b> CD5 - AIRPORT BUSINESS PARK	<b>INTENDED USE:</b> WAREHOUSING AND STORAGE
<b>LOT AREA:</b> 0.434 ha (144534 sq m / 46,114.25 sq ft)	
<b>NEW BUILDING AREA:</b> 6065 FLOOR AREA (GFA) = 20632 sq m	
<b>PROPERTY &amp; STRUCTURES</b>	<b>PROPOSED/ACTUAL</b>
PROPOSED/REBID	PROPOSED/ACTUAL
LOT DEPTH (m)	30.0m
LOT AREA (m <sup>2</sup> )	14000 sqm
FLOOR AREA (m <sup>2</sup> )	1434534 sqm
FLOOR AREA (m <sup>2</sup> )	47126 (estimated)
LOOK-UP DISTANCE (m)	NOT SPECIFIED
BUILDING HEIGHT (max)	12.25m
<b>SETBACKS (m)</b>	
FRONT (PIER MAC WAY)	6.0m
SIDE (SOUTH)	0.0m
SIDE (NORTH)	0.0m
REAR (HWY 97)	10.0m
<b>PARKING</b>	
WAREHOUSING & STORAGE AREAS:	
05 STALLS / 100 sqm GFA (21069.2 sqm/100 x 2.0) =	103 STALLS
<b>LOADING SPACES</b>	
1 SPACE PER 1500 sqm GFA	= 2 SPACES
<b>HANDICAPPED PARKING</b>	
1 SPACE FOR 150 STALLS	= 0 SPACES
<b>BICYCLE PARKING SPACES</b>	
CLASS II = 0.3 PER 100 sqm GFA	= 6 STALLS
<b>LANDSCAPE BUFFERS (m)</b>	
FRONT (WEST - PIER MAC WAY)	3.0m
SIDE (NORTH)	0.0m
SIDE (SOUTH)	0.0m
REAR (HWY 97)	3.0m
<b>LANDSCAPE TREATMENT LEVELS</b>	
FRONT (WEST - PIER MAC WAY)	2
SIDE (NORTH)	3
SIDE (SOUTH)	2
REAR (HWY 97)	4
* OR CONTIGUOUS OPACQUE FENCING	

**EXTERIOR FINISH SCHEDULE**

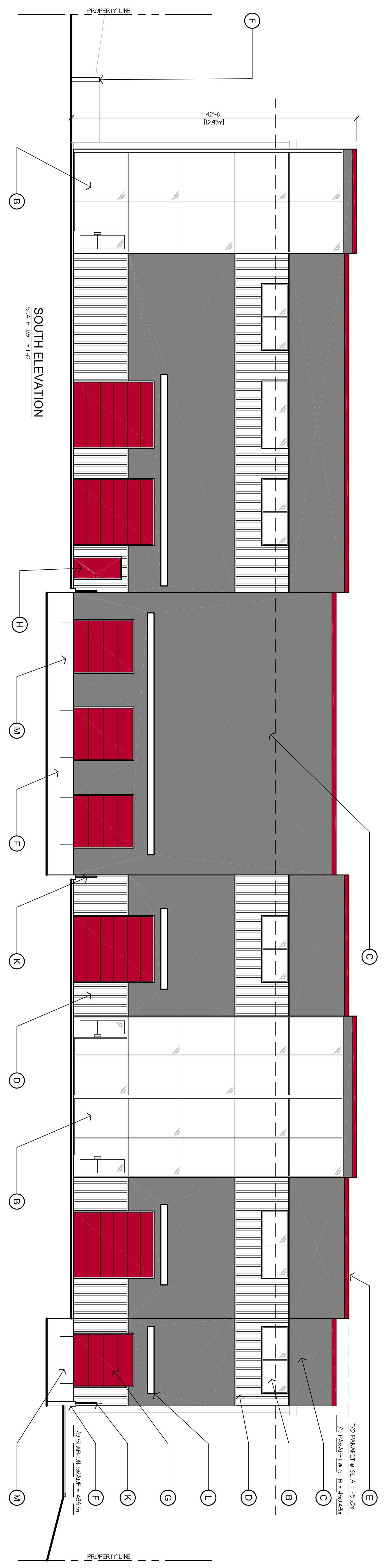
- 1 STANDING SEAM METAL ROOF SYSTEM, GALVALUME FINISH
- 2 DOUBLE GLAZING IN REFRIG. ALUMINUM STOREFRONT/DOOR/WALL FRAMES (GLAZING UNDOZZED FINISH)
- 3 ARCHITECTURAL SMOOTH PROFILE METAL WALL PANELS, ZINC GREY
- 4 ACCENT VERTICAL CORRUGATED PROFILE METAL WALL PANELS, BRIGHT SILVER
- 5 FREE-FINISHED METAL CAP FLASHING, DARK RED OC 18250
- 6 ARCHITECTURAL CONCRETE CAST-IN-PLACE RETAINING WALL
- 7 PAINTED INSULATED OVERHEAD DOOR, DARK RED OC 18250
- 8 PAINTED INSULATED MAIN DOOR, DARK RED OC 18250
- 9 FRESH-FINISHED METAL DOWNPOUT, ZINC GREY
- 10 FRESH-FINISHED METAL GUTTER, ZINC GREY
- 11 METAL GUARD RAILINGS, BLACK POWDER COATED FINISH
- 12 PAINTED METAL FRAMES CANOPY, SILVER
- 13 DOOR LEVER/LATCH, BLACK
- 14 STANDARD PROFILE (AMR) METAL WALL CLADDING, ZINC GREY
- 15 ACCENT HORIZONTAL METAL WALL PANELS, DARK RED OC 18250
- 16 PROJECTION FROM MAIN FACADE WALL (SURFACE)
- 17 PAINTED 12"x12" METAL VERTICAL COLS, SILVER
- 18 PAINTED 12" PR METAL CANOPY ABOVE WINDOWS & COLS (16" PROJECTION FROM MAIN FACADE WALL SURFACE), SILVER COLOR
- 19 5" DEEP CHANNEL LETTERING (PAINTED) ON BLACK BACKGROUND REFER TO SIGN SUPPLIER'S SHOP DWGS
- 20 WALL MOUNTED EXTERIOR LIGHT ABOVE EXIT DOORS

**HANS P. NEUMANN ARCHITECT INC.** 1520 HIGHLAND DRIVE NORTH, KELOWNA, BC V1Y 4K5  
 PHONE: (250) 868-0878 FAX: (250) 868-0837

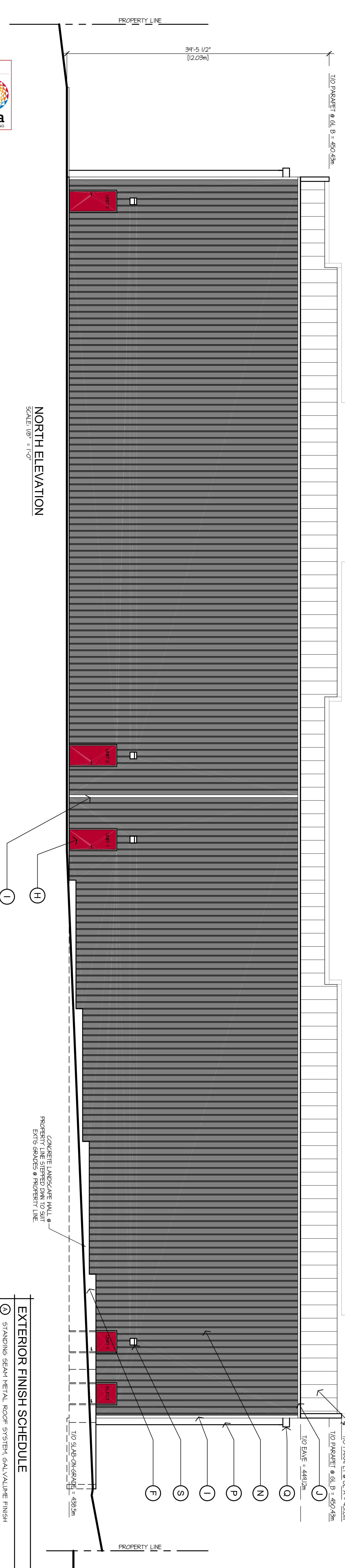
No.	DATE	DESCRIPTION
1.	NOV 7/17	RE-ISSUED FOR DEVELOPMENT PERMIT

**DRAFTING CONSULTANT: CORNERSTONE CONTRACT SERVICES**  
**DRAWING TITLE: ELEVATIONS, BLDG CROSS SECTION & ZONING ANALYSIS**  
**PROJECT: PROPOSED WAREHOUSE FOR TG CORP. 1965 PIER MAC WAY, KELOWNA, BC**

SCALE: 3/32" = 1'-0"  
 DATE: JUNE 2017  
 DRAWN: SAM  
 CHECKED: HIN  
 Drawing No. **DP2**  
 REVISION No.: 1



**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**SCHEDULE B**  
This forms part of application  
# DP17-0185  
City of Kelowna  
COMMUNITY PLANNING  
Planner Initials AC

**PROJECT DATA**  
CIVIC ADDRESS: 1965 PIER MAC WAY, KELOWNA BC  
LEGAL DESCRIPTION: LOT 2 D.L. 33 & SEC. 14 TP. 29 CD 17 D. PLAN EPR64461  
PROJECT NAME: TG CORP - INTERIOR DISTRIBUTION CTR  
OWNER/APPLICANT: MKK PROPERTY CORPORATION BAHRY, CELI 250-826-7470

**EXTERIOR FINISH SCHEDULE**

- 1 STANDING SEAM METAL ROOF SYSTEM, GALVALUME FINISH
- 2 DOUBLE GLAZING IN FIBRE, ALUMINUM STOREFRONT/CORIAN WALL FRAMES (GLAZES UNDOZZED FINISH)
- 3 ARCHITECTURAL SMOOTH PROFILE METAL WALL PANELS, ZINC GREY
- 4 ACCENT VERTICAL CORRUGATED PROFILE METAL WALL PANELS, BRIGHT SILVER
- 5 PRE-FINISHED METAL CAP FLASHING, DARK RED OC 18250
- 6 ARCHITECTURAL CONCRETE CAST-IN-PLACE RETAINING WALL
- 7 PAINTED INSULATED OVERHEAD DOOR, DARK RED OC 18250
- 8 PAINTED INSULATED MAIN DOOR, DARK RED OC 18250
- 9 PRE-FINISHED METAL DOWNPOUT, ZINC GREY
- 10 PRE-FINISHED METAL GUTTER, ZINC GREY
- 11 METAL GUARD RAILINGS, BLACK POWDER COATED FINISH
- 12 PAINTED METAL FRAME CANOPY, SILVER
- 13 DOOR LEVELER, BLACK
- 14 STANDARD PROFILE (AMR) METAL WALL CLADDING, ZINC GREY
- 15 ACCENT HORIZONTAL METAL WALL PANELS, DARK RED OC 18250 (6" PROJECTION FROM MAIN FACADE WALL SURFACE)
- 16 PAINTED 12"x12" METAL VERTICAL COLS, SILVER
- 17 PAINTED 12" PR METAL CANOPY ABOVE WINDOWS & COLS (6" PROJECTION FROM MAIN FACADE WALL SURFACE), SILVER COLOR BACKGROUND (REFER TO SIGN SUPPLIER'S SHOP DWGS)
- 18 5" DEEP CHANNEL LETTERING (MOUNTED ON BLACK WALL MOUNTED EXTERIOR LIGHT ABOVE EXIT DOORS)

**HANS P. NEUMANN ARCHITECT INC.** 1520 HIGHLAND DRIVE NORTH, KELOWNA, BC V1Y 4K5  
PHONE: (250) 868-0878 FAX: (250) 868-0837

**CORNERSTONE CONTRACT SERVICES**

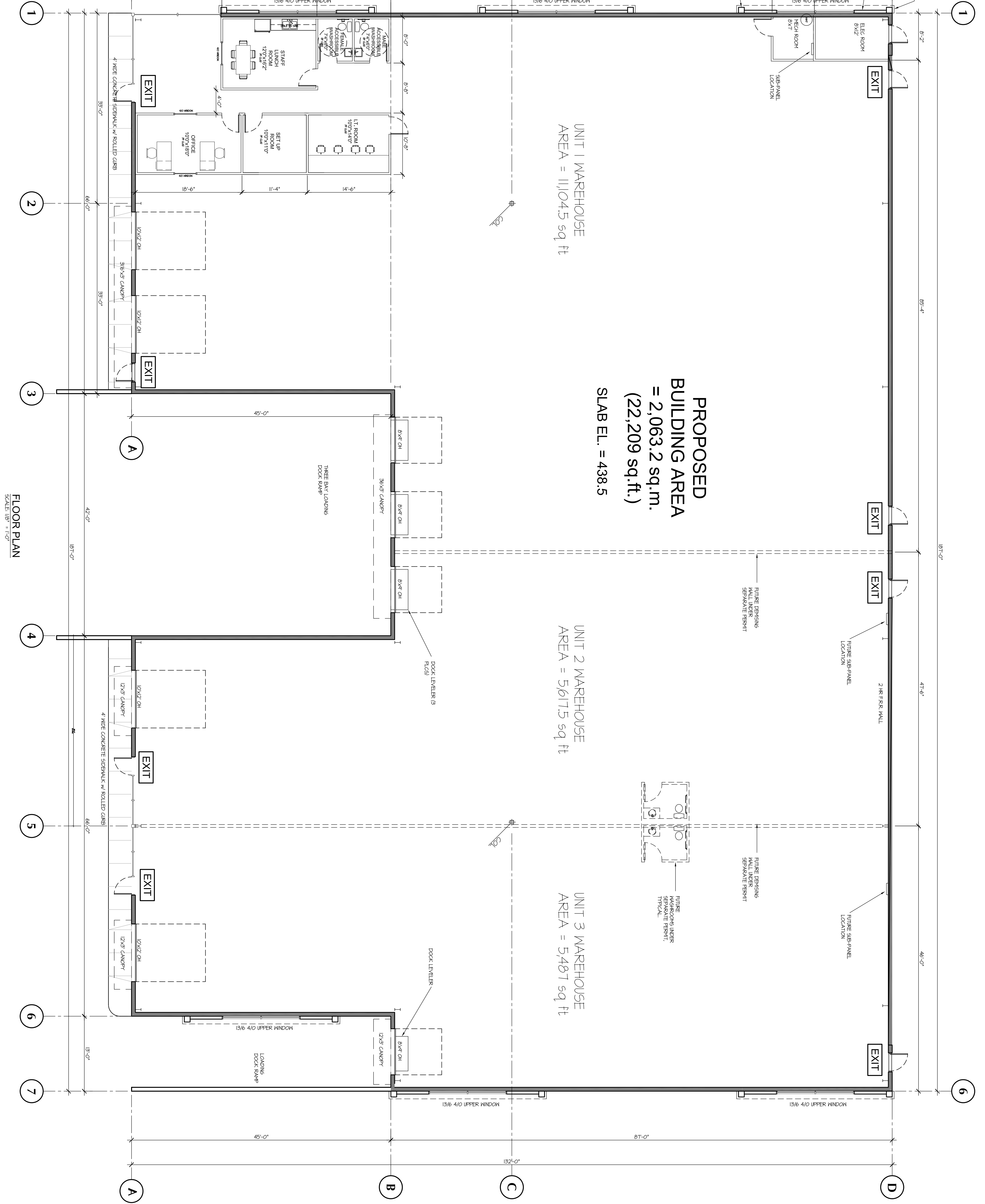
**PROPOSED WAREHOUSE FOR TG CORP.**  
1965 PIER MAC WAY, KELOWNA, BC

No.	DATE	DESCRIPTION
1.	NOV 7/17	RE-ISSUED FOR DEVELOPMENT PERMIT

DRAFTING CONSULTANT: CORNERSTONE CONTRACT SERVICES  
DRAWING TITLE: ELEVATIONS  
PROJECT: PROPOSED WAREHOUSE FOR TG CORP.  
DATE: JUNE 2017  
DRAWN: SAM  
CHECKED: HNN  
SCALE: 3/32" = 1'-0"

DP3  
REVISION No.: 1

**SCHEDULE A**  
 This forms part of application  
 # DP17-0185  
 City of Kelowna  
 COMMUNITY PLANNING  
 Planner Initials AC



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

**HANS P. NEUMANN ARCHITECT INC.** 1520 HIGHLAND DRIVE NORTH, KELOWNA, BC V1Y 4K5  
 PHONE: (250) 868-0878 FAX: (250) 868-0837

No.	DATE	DESCRIPTION
1.	JULY 26/17	ISSUED FOR DEVELOPMENT PERMIT
	NOV 7/17	RE-ISSUED FOR DEVELOPMENT PERMIT

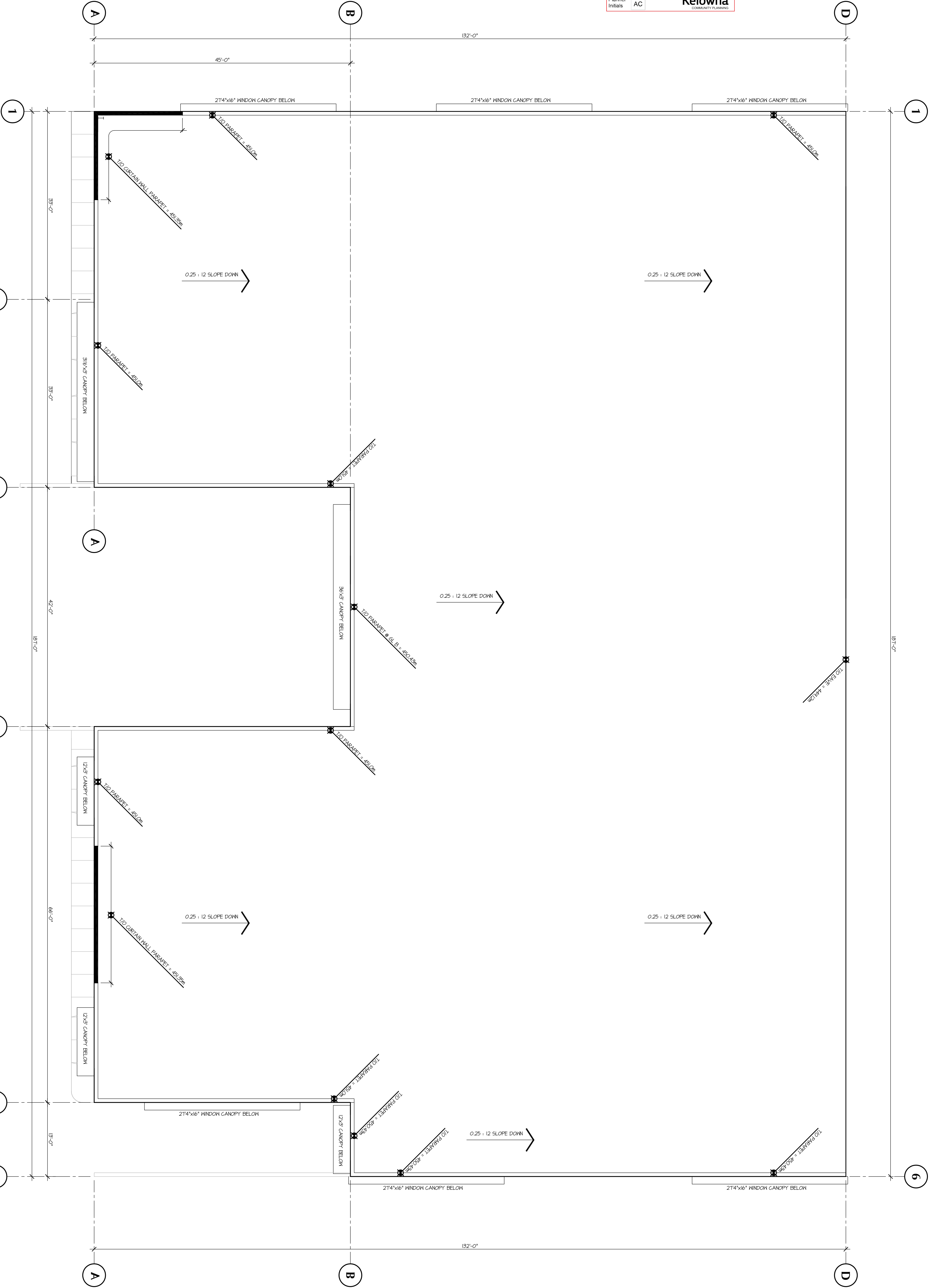
**CORNERSTONE CONTRACT SERVICES**

DRAWING TITLE: **FLOOR PLAN**  
 PROJECT: **PROPOSED WAREHOUSE FOR TG CORP.**  
 1965 PIER MAC WAY, KELOWNA, BC

SCALE: 3/32" = 1'-0"  
 DATE: JUNE 2017  
 DRAWN: SAW  
 CHECKED: HPN  
 Drawing No. **DP4**  
 Revision No.: 1

**PROJECT DATA**  
 CIVIC ADDRESS: 1965 PIER MAC WAY, KELOWNA BC  
 LEGAL DESCRIPTION: LOT 2 D.L. 33 & SEC. 14 TP. 29 O.D.T.D. PLAN EPP4481  
 PROJECT NAME: TG CORP - INTERIOR DISTRIBUTION CTR  
 OWNER/APPLICANT: MKK PROPERTY CORP/LION BARRY/CELL 250-826-7470

**ROOF PLAN**  
 SCALE: 1/8" = 1'-0"

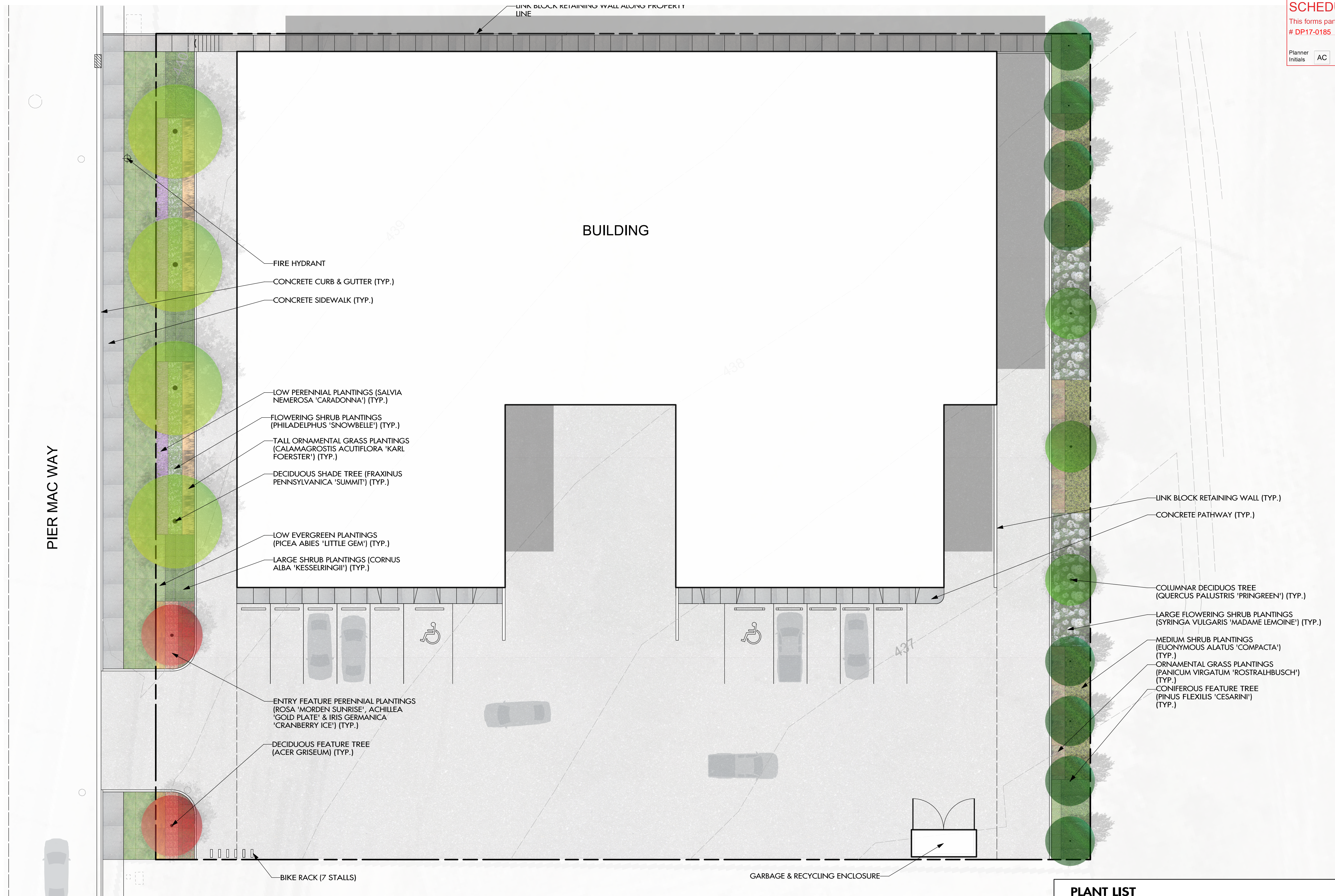


	HANS P. NEUMANN ARCHITECT INC.		1520 HIGHLAND DRIVE NORTH KELOWNA, BC V1Y 4K5 PHONE: (250) 868-0878 FAX: (250) 868-0837												
	CORNERSTONE CONTRACT SERVICES														
DRAFTING CONSULTANT <b>CORNERSTONE CONTRACT SERVICES</b> DRAWING TITLE <b>ROOF PLAN</b>	PROJECT <b>PROPOSED WAREHOUSE FOR TG CORP.</b> 1965 PIER MAC WAY, KELOWNA, BC	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 15%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>NOV 7/17</td> <td>RE-ISSUED FOR DEVELOPMENT PERMIT</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	DATE	DESCRIPTION	1.	NOV 7/17	RE-ISSUED FOR DEVELOPMENT PERMIT							SCALE: 3/32" = 1'-0" DATE: JUNE 2017 DRAWN: SAW CHECKED: HPN Drawing No.
No.	DATE	DESCRIPTION													
1.	NOV 7/17	RE-ISSUED FOR DEVELOPMENT PERMIT													

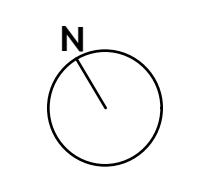
REVISION No. : 1

DP5

0 5 10 15 20 25 M



**SCHEDULE C**  
 This forms part of application  
 # DP17-0185  
 City of Kelowna  
 COMMUNITY PLANNING  
 Planner Initials AC



PROJECT TITLE  
**TOMMY GUNS WAREHOUSE**  
 Kelowna, BC  
 DRAWING TITLE  
**CONCEPTUAL LANDSCAPE PLAN**

ISSUED FOR / REVISION

1	17.11.03	Review
2		
3		
4		
5		

PROJECT NO 17072

DESIGN BY	KG
DRAWN BY	MC
CHECKED BY	FB
DATE	NOV. 3, 2017
SCALE	1:150

SEAL



DRAWING NUMBER  
**L1/1**

**ISSUED FOR REVIEW ONLY**  
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FIRE HYDRANT  
 CONCRETE CURB & GUTTER (TYP.)  
 CONCRETE SIDEWALK (TYP.)

LOW PERENNIAL PLANTINGS (SALVIA NEMEROSA 'CARADONNA') (TYP.)  
 FLOWERING SHRUB PLANTINGS (PHILADELPHUS 'SNOWBELLE') (TYP.)  
 TALL ORNAMENTAL GRASS PLANTINGS (CALAMAGROSIS ACUTIFLORA 'KARL FOERSTER') (TYP.)  
 DECIDUOUS SHADE TREE (FRAXINUS PENNSYLVANICA 'SUMMIT') (TYP.)

LOW EVERGREEN PLANTINGS (PICEA ABIES 'LITTLE GEM') (TYP.)  
 LARGE SHRUB PLANTINGS (CORNUS ALBA 'KESSLERINGII') (TYP.)

ENTRY FEATURE PERENNIAL PLANTINGS (ROSA 'MORDEN SUNRISE', ACHILLEA 'GOLD PLATE' & IRIS GERMANICA 'CRANBERRY ICE') (TYP.)  
 DECIDUOUS FEATURE TREE (ACER GRISEUM) (TYP.)

BIKE RACK (7 STALLS)

BUILDING

LINK BLOCK RETAINING WALL (TYP.)  
 CONCRETE PATHWAY (TYP.)  
 COLUMNAR DECIDUOUS TREE (QUERCUS PALUSTRIS 'PRINGREEN') (TYP.)  
 LARGE FLOWERING SHRUB PLANTINGS (SYRINGA VULGARIS 'MADAME LEMOINE') (TYP.)  
 MEDIUM SHRUB PLANTINGS (EUONYMUS ALATUS 'COMPACTA') (TYP.)  
 ORNAMENTAL GRASS PLANTINGS (PANICUM VIRGATUM 'ROSTRALHBUSCH') (TYP.)  
 CONIFEROUS FEATURE TREE (PINUS FLEXILIS 'CESARINI') (TYP.)

GARBAGE & RECYCLING ENCLOSURE

- NOTES**
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED B.C.L.N.A. STANDARDS.
  2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
  3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 50mm WOOD MULCH. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
  4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 450mm DEPTH TOPSOIL PLACEMENT.
  5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.

**PLANT LIST**

BOTANICAL NAME	COMMON NAME	QTY	SIZE / SPACING & REMARKS
<b>TREES</b>			
ACER GRISEUM	PAPERBARK MAPLE	2	6cm CAL.
FRAXINUS PENNSYLVANICA 'SUMMIT'	SUMMIT ASH	4	6cm CAL.
PINUS FLEXILIS 'CESARINI'	BLUE LIMBER PINE	8	2.0m HT.
QUERCUS PALUSTRIS 'PRINGREEN'	GREEN PILLAR OAK	3	6cm CAL.
<b>SHRUBS, ORNAMENTAL GRASSES &amp; PERENNIALS</b>			
ACHILLEA 'GOLD PLATE'	GOLD PLATE YARROW	20	#01 CONT. / 0.6m SPACING
CALAMAGROSIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER REED GRASS	42	#01 CONT. / 0.75m SPACING
CORNUS ALBA 'KESSLERINGII'	KESSLERINGII DOGWOOD	14	#02 CONT. / 2.0m SPACING
EUONYMUS ALATUS 'COMPACTA'	DWARF BURNING BUSH	25	#02 CONT. / 1.5m SPACING
IRIS GERMANICA 'CRANBERRY ICE'	BERRY RED BEARDED IRIS	65	#01 CONT. / 0.75m SPACING
PANICUM VIRGATUM 'ROSTRALHBUSCH'	RED SWITCH GRASS	30	#01 CONT. / 1.0m SPACING
PHILADELPHUS 'SNOWBELLE'	SNOWBELLE WICKORANGE	12	#02 CONT. / 1.5m SPACING
PICEA ABIES 'LITTLE GEM'	LITTLE GEM NORWAY SPRUCE	53	#01 CONT. / 0.6m SPACING
ROSA 'MORDEN SUNRISE'	MORDEN SUNRISE ROSE	10	#01 CONT. / 1.0m SPACING
SALVIA NEMEROSA 'CARADONNA'	CARADONNA SALVIA	64	#01 CONT. / 0.6m SPACING
SYRINGA VULGARIS 'MADAME LEMOINE'	MADAME LEMOINE FRENCH LILAC	14	#02 CONT. / 2.0m SPACING



prepared for  
**TG Corporate Holdings Limited**

Planner  
 Initials **AC**

**Estimate of Probable Construction Costs**  
**Tommy Guns Warehouse**  
**Conceptual Landscape Plan Dated November 03, 2017**

prepared on: 17.11.03

prepared by: MC

Hydroseed Area	0	m <sup>2</sup>		
Turf Area	124	m <sup>2</sup>		
Planting Area	326	m <sup>2</sup>		
<b>Total</b>	<b>450</b>	<b>m<sup>2</sup></b>	<b>4844</b>	<b>ft<sup>2</sup></b>

Item #	Description	Qty	Unit	Cost	Item Total	Subtotal
<b>A</b>	<b>Topsoil &amp; Mulch</b>					
1.	Topsoil, turf areas (0.15m depth)	19	m3	\$75.00	\$1,395.00	
2.	Topsoil, planting areas (0.3m depth)	98	m3	\$75.00	\$7,335.00	
3.	Wood Mulch, planting areas (0.05m depth)	16	m3	\$100.00	\$1,630.00	
						\$10,360.00
<b>B</b>	<b>Planting</b>					
1.	Trees, 6cm Cal.	9	ea.	\$500.00	\$4,500.00	
2.	Trees, 2.0m Ht.	8	ea.	\$350.00	\$2,800.00	
3.	Shrubs, #02 Cont.	65	ea.	\$22.00	\$1,430.00	
4.	Grasses, Perennials, #01 Cont.	284	ea.	\$16.00	\$4,544.00	
5.	Hydroseeding	0	m <sup>2</sup>	\$1.00	\$0.00	
						\$13,274.00
<b>C</b>	<b>Turf</b>					
1.	Turf from Sod	124	m <sup>2</sup>	\$8.00	\$992.00	
						\$992.00
<b>D</b>	<b>Irrigation</b>					
1.	Irrigation System, turf areas	124	m <sup>2</sup>	\$20.00	\$2,480.00	
2.	Irrigation System, planting areas	326	m <sup>2</sup>	\$15.00	\$4,890.00	
						\$7,370.00
<b>E</b>	<b>Total Construction Costs</b>					<b>\$31,996.00</b>

The above items, amounts, quantities, and related information are based on Outland Design's judgment at this level of document preparation and is offered only as reference data. Outland Design has no control over construction quantities, costs and related factors affecting costs, and advises the client that significant variation may occur between this estimate of probable construction costs and actual construction prices.

Friday, November 3, 2017

**Tommy Guns Warehouse**  
C/o TG Corporate Holdings Limited  
#4, 1890 Cooper Road  
Kelowna, BC V1Y 8B7  
Attn: Jon Bahry, Construction Manager

Re: Proposed Tommy Guns Warehouse – Preliminary Cost Estimate for Bonding

Dear Jon:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the Tommy Guns Warehouse conceptual landscape plan dated 17.11.03;

- 450 square metres (4,844 square feet) of improvements = \$31,996.00

This preliminary cost estimate is inclusive of trees, shrubs, turf, mulch, topsoil & irrigation.

You will be required to submit a performance bond to the City of Kelowna in the amount of 125% of the preliminary cost estimate. Please do not hesitate to contact me with any questions about the landscape plan.

Best regards,



Kim German, MBCSLA, CSLA  
*as per*  
Outland Design Landscape Architecture

# CITY OF KELOWNA

## BYLAW NO. 11369

### TA15-0008 – Miscellaneous Housekeeping Zoning Bylaw No. 8000 Text Amendments

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

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

1. THAT **Section 2 – Interpretation, 2.3 General Definitions , CARRIAGE HOUSE** be deleted that reads:

**CARRIAGE HOUSE** means an additional dwelling unit located within a building that is subordinate to the principal dwelling unit and is a single real estate entity.

And replaced with:

**CARRIAGE HOUSE** means a **dwelling** unit located within a **building** that is subordinate to the principal **building** on the **lot** and is not an **accessory building or structure**. It shall be a **use** secondary only to the **principal use of single dwelling housing**.

2. AND THAT **Section 6 – General Development Regulations, 6.5 Accessory Development** be deleted in its entirety and replaced with a new **6.5 Accessory Development** as attached to and forming part of this bylaw;
3. AND THAT **Section 9 – Specific Use Regulations, 9.5 Secondary Suite and Carriage House, 9.5b Carriage House Regulations** be deleted in its entirety and replaced with a new **9.5b Carriage House Regulations** as attached to and forming part of this bylaw;
4. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.4 Buildings and Structures Permitted** sub-paragraph (d) be deleted in its entirety that reads:

"(d) carriage house (permitted only on properties that have a 'c' designated sub-zone)"

and replace with a new **11.1.4 Buildings and Structures Permitted** sub-paragraph (d) that reads:

"(d) one **carriage house** (A1c only)"

5. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.6 Buildings and Structures Permitted** sub-paragraph (a) be deleted in its entirety that reads:

"a) The maximum **site coverage** is 10% for residential **development** (inclusive of **agri-tourist accommodation**), and it is 35% for **agricultural structures** except it may be increased to 75% for greenhouses with closed wastewater and storm water management systems.

**Site coverage** of accessory **buildings** or **structures** and **carriage houses** shall not exceed a combined 14%. The maximum floor area of a carriage house shall be 90 m<sup>2</sup> or 75% of the total floor area of the principal building. The maximum floor area of a carriage house may increase to a maximum of 100 m<sup>2</sup> only if the carriage house is limited to one (1) storey in height and is less than 75% of the total floor area of the principal building."

and replace with a new **11.1.4 Buildings and Structures Permitted** sub-paragraph (a) that reads:

“(a) The maximum **site coverage** is 10% for residential **development** (inclusive of **agri-tourist accommodation**), and it is 35% for **agricultural structures** except it may be increased to 75% for **greenhouses and plant nurseries** with closed wastewater and storm water management systems.”

6. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**, except it is 16.0m for **agricultural structures** and 6.0m for **accessory buildings or carriage house**.”

and replace with a new **11.1.6 Development Regulations** sub-paragraph (b) that reads:

“(b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**, except it is 16.0 m for **agricultural structures** and it is 6.0 m for **accessory buildings or structures**.”

7. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 10.0 m, except it is 3.0 m for **accessory buildings** and a **carriage house**. A **carriage house** must be located no closer than 4.5 m to the principal **dwelling** and no further than 10m from the principal **dwelling**.”

and replace with a new **11.1.6 Development Regulations** sub-paragraph (e) that reads:

“(e) The minimum **rear yard** is 10.0 m, except it is 3.0 m for **accessory buildings or structures**.”

8. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.7 Other Regulations** sub-paragraph (g) be deleted in its entirety that reads:

“(g) A carriage house must not be closer than 3.0m to an existing principal building.”

9. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.7 Other Regulations** sub-paragraph (i) be deleted in its entirety that reads:

“(i) A **mobile home** may be considered a **carriage house** only in an A1c – Agricultural 1 with Carriage House zone.”

10. AND THAT **Section 12 – Rural Residential Zones, 12.1 RR1 – Rural Residential 1 zone, 12.1.4 Building and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage house** (permitted only on properties that have a ‘c’ designated sub-zone)”

and replace with a new **12.1.4 Building and Structures Permitted** sub-paragraph (c) that reads:

“(c) one **carriage house** (RR1c only)”

11. AND THAT **Section 12 – Rural Residential Zones, 12.1 RR1 – Rural Residential 1 zone, 12.1.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 10%, except that it is 50% for **greenhouses and plant nurseries**.

**Site coverage** of accessory **buildings or structures** and **carriage house** shall not exceed a combined 14%. The maximum floor area of a carriage house shall be 90 m<sup>2</sup> or 75% of the total

floor area of the principal building. The maximum floor area of a carriage house may increase to a maximum of 100 m<sup>2</sup> only if the carriage house is limited to one (1) storey in height and is less than 75% of the total floor area of the principal building.”

and replace with a new **12.1.6 Development Regulations** sub-paragraph (a) that reads:

“(a) The maximum **site coverage** is 10%, except that it is 50% for **greenhouses and plant nurseries.**”

12. AND THAT **Section 12 – Rural Residential Zones, 12.1 RR1 – Rural Residential 1 zone ,12.1.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** is the lesser of 9.5m or 2 ½ storeys, except it is 6.0m for accessory buildings, carriage house, and accessory structures.”

and replace with a new **12.1.6 Development Regulations** sub-paragraph (a) that reads:

“(b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys.**”

13. AND THAT **Section 12 – Rural Residential Zones, 12.1 RR1 – Rural Residential 1 zone ,12.1.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 10.0 m, except it is 3.0 m for accessory **buildings.**”

and replace with a new **12.1.6 Development Regulations** sub-paragraph (a) that reads:

“(e) The minimum **rear yard** is 10.0 m.”

14. AND THAT **Section 11 – Agricultural Zones, 11.1 A1 – Agriculture 1 Zone, 11.1.7 Other Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a secondary **dwelling** unit is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone.**”

and replace with a new **11.1.7 Other Regulations** sub-paragraph (f) that reads:

“(f) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a **carriage house** is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone.**”

15. AND THAT **Section 12 – Rural Residential Zones, 12.1 RR1 – Rural Residential 1 zone, 12.1.7 Other Regulations** sub-paragraph (g) be deleted in its entirety that reads:

“(g) A **carriage house** must not be closer than 3.0m to an existing principal building.”

16. AND THAT **Section 12 – Rural Residential Zones, 12.2 RR2 – Rural Residential 2 zone, 12.2.4 Building and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage house** (permitted only on properties that have a ‘c’ designated sub-zone)”

and replace with a new **12.2.4 Building and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) one **carriage house** (RR2c only)”

17. AND THAT **Section 12 – Rural Residential Zones, 12.2 RR2 – Rural Residential 2 zone, 12.2.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 20%, except that it is 50% for **greenhouses and plant nurseries**.

**Site coverage** of accessory **buildings** or **structures** and **carriage house** shall not exceed a combined 14%. The maximum floor area of a carriage house shall be 90 m<sup>2</sup> or 75% of the total floor area of the principal building. The maximum floor area of a carriage house may increase to a maximum of 100 m<sup>2</sup> only if the carriage house is limited to one (1) storey in height and is less than 75% of the total floor area of the principal building.”

and replace with a new **12.2.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 20%, except that it is 50% for **greenhouses and plant nurseries**.”

18. AND THAT **Section 12 – Rural Residential Zones, 12.2 RR2 – Rural Residential 2 zone, 12.2.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** for principal buildings is the lesser of 9.5m or 2 ½ storeys. The maximum **height** for **accessory buildings / structures** is 4.5m. The maximum **height** for **carriage houses** is 4.8m.”

and replace with a new **12.2.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**.”

19. AND THAT **Section 12 – Rural Residential Zones, 12.2 RR2 – Rural Residential 2 zone, 12.2.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a secondary **dwelling** unit is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

and replace with a new **12.2.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) 12.2.7 Other Regulations (g) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a **carriage house** is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

20. AND THAT **Section 12 – Rural Residential Zones, 12.2 RR2 – Rural Residential 2 zone, 12.2.6 Development Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) The minimum **rear yard** is 9.0 m, except it is 3.0 m for accessory **buildings**.”

and replace with a new **12.2.6 Development Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) The minimum **rear yard** is 9.0 m.”

21. AND THAT **Section 12 – Rural Residential Zones, 12.2 RR2 – Rural Residential 2 zone, 12.2.7 Other Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) A **carriage house** must not be closer than 3.0m to an existing principal building.”

22. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.3 Secondary Uses** sub-paragraph (c) be deleted in its entirety that reads:

(c) **carriage homes** (RR3c only)

and replace with a new **12.3.3 Secondary Uses** sub-paragraph (f) be deleted in its entirety that reads:

(c) **carriage house** (RR3c only)

23. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.4 Buildings and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage house** (permitted only on properties that have a ‘c’ designated sub-zone)”

and replace with a new **12.3.4 Buildings and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) one **carriage house** (RR3c only)”

24. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 30%.

**Site coverage** of accessory **buildings** or **structures** and **carriage house** shall not exceed a combined 14%. The maximum floor area of a carriage house shall be 90 m<sup>2</sup> or 75% of the total floor area of the principal building. The maximum floor area of a carriage house may increase to a maximum of 100 m<sup>2</sup> only if the carriage house is limited to one (1) storey in height and is less than 75% of the total floor area of the principal building.’

and replace with a new , **12.3.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 30%.”

25. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(b) The maximum height for principal buildings is the lesser of 9.5m or 2 ½ storeys. The maximum height for accessory buildings / structures is 4.5m. The maximum height for carriage houses is 4.8m.”

and replace with a new , **12.3.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**.”

26. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 7.5 m, except it is 1.5 m for accessory **buildings**. 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.”

and replace with a new , **12.3.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 7.5 m. 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.”

27. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.7 Other Regulations** sub-paragraph (c) be deleted in its entirety that reads:

“(c) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a secondary **dwelling** unit is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

and replace with a new , **12.3.7 Other Regulations** sub-paragraph (c) be deleted in its entirety that reads:

“(c) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a **carriage house** is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

28. AND THAT **Section 12 – Rural Residential Zones, 12.3 RR3 – Rural Residential 2 zone, 12.3.7 Other Regulations** sub-paragraph (d) be deleted in its entirety that reads:

“(d) A **carriage house** must not be closer than 3.0m to an existing principal building.”

29. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.3 Secondary Uses** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage homes** (RU1c only)”

and replace with a new , **13.1.3 Secondary Uses** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage house** (RU1c and RU1hc only)”

30. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.4 Buildings and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage house** (permitted only on properties that have a ‘c’ designated sub-zone)”

and replace with a new , **13.1.4 Buildings and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:



“(c) one **carriage house** (RU1c and RU1hc only)”

31. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 40% and together with driveways and parking areas, shall not exceed 50%.

For all accessory buildings or structures and carriage houses:

- The maximum combined lot coverage of all accessory **buildings or structures and carriage houses** shall not exceed 14%.
- The maximum combined area of all accessory **buildings / structures and carriage houses** (e.g. footprint size) shall not exceed 90 m<sup>2</sup>.
- The maximum net floor area of a carriage house shall not exceed 90 m<sup>2</sup>.
- The maximum net floor area of all carriage houses (including 1 storey carriage houses) shall not exceed 75% of the total net floor area of the principal dwelling.
- If a development contains a carriage house and if the height of all the accessory buildings / structures, and carriage house are limited to one (1) storey then the following bonus applies:
  - The maximum combined lot coverage of all accessory **buildings / structures and carriage houses** may be increased to a maximum of 20%
  - The maximum combined area of all accessory **buildings / structures and carriage houses** (e.g. footprint size) may be increased to a maximum of 130 m<sup>2</sup> subject to:
    - The maximum area (e.g. footprint size) of a carriage house shall not exceed 100 m<sup>2</sup>.
    - The maximum area (e.g. footprint size) of all accessory buildings / structures (including garages) shall not exceed 50 m<sup>2</sup>.”

and replace with a new , **13.1.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 40% and together with driveways and parking areas, shall not exceed 50%.”

32. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum height for principal **buildings** shall be:

- i. 9.5 m or 2 ½ **storeys** whichever is the lesser; or
- ii. 2 ½ storeys in the RU1h zone and where any vertical wall element facing a front, flanking **street or rear yard** (including **walkout basements**) is the lesser of 6.5 m or 2 **storeys**, above which the **building** shall be stepped back at least 1.2 m; and
- iii. 4.5 m for **accessory buildings or structures**.”

and replace with a new , **13.1.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** for principal **buildings** is:

- i. 9.5 m or 2 ½ **storeys** whichever is the lesser; or
- ii. 2 ½ storeys in the RU1h zone and where any vertical wall element facing a **front, flanking street or rear yard** (including **walkout basements**) is the lesser of 6.5 m or 2 **storeys**, above which the **building** shall be stepped back at least 1.2 m.”

33. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 7.5 m, except it is 1.5 m for accessory **buildings**. 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.”

and replace with a new , **13.1.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 7.5 m. 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.”

34. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.6 Development Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) For RU1h zones, the maximum **height** of any vertical wall element facing a front, flanking street or rear yard (including walkout basements) is the lesser of 6.5 m or 2 **storeys**, above which the **building** must be stepped back at least 1.2m.”

35. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.7 Other Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a secondary **dwelling** unit is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

and replace with a new , **13.1.7 Other Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a **carriage house** is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

36. AND THAT **Section 13 – Urban Residential Zones, 13.1 RU1 – Large Lot Housing Zones, 13.1.7 Other Regulations** sub-paragraph (c) be deleted in its entirety that reads:

“(c) A **carriage house** must not be closer than 3.0m to an existing principal building.”

and replace with a new , **13.1.7 Other Regulations** sub-paragraph (c) be deleted in its entirety that reads:

37. AND THAT **Section 13 – Urban Residential Zones, 13.2 RU2 – Medium Lot Housing Zones, 13.2.4 Buildings and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) **carriage house** (permitted only on properties that have a ‘c’ designated sub-zone)”

and replace with a new , **13.2.4 Buildings and Structures Permitted** sub-paragraph (c) be deleted in its entirety that reads:

“(c) one **carriage house** (RU2c and RU2hc only)”

38. AND THAT **Section 13 – Urban Residential Zones, 13.2 RU2 – Medium Lot Housing Zones, 13.2.6 Development Regulations** sub-paragraph (a) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 40% and together with driveways and parking areas, shall not exceed 50%.

For all accessory buildings or structures and carriage houses:

- The maximum combined lot coverage of all accessory **buildings or structures and carriage houses** shall not exceed 14%.
- The maximum combined area of all accessory **buildings / structures and carriage houses** (e.g. footprint size) shall not exceed 90 m<sup>2</sup>.
- The maximum net floor area of a carriage house shall not exceed 90 m<sup>2</sup>.
- The maximum net floor area of all carriage houses (including 1 storey carriage houses) shall not exceed 75% of the total net floor area of the principal dwelling.
- If a development contains a carriage house and if the height of all the accessory buildings / structures, and carriage house are limited to one (1) storey then the following bonus applies:
  - The maximum combined lot coverage of all accessory **buildings / structures and carriage houses** may be increased to a maximum of 20%
  - The maximum combined area of all accessory **buildings / structures and carriage houses** (e.g. footprint size) may be increased to a maximum of 130 m<sup>2</sup> subject to:
    - The maximum area (e.g. footprint size) of a carriage house shall not exceed 100 m<sup>2</sup>.
    - The maximum area (e.g. footprint size) of all accessory buildings / structures (including garages) shall not exceed 50 m<sup>2</sup>.”

and replace with a new , **13.2.6 Development Regulations** sub-paragraph (c) be deleted in its entirety that reads:

“(a) The maximum **site coverage** is 40% and together with driveways and parking areas, shall not exceed 50%.”

39. AND THAT **Section 13 – Urban Residential Zones, 13.2 RU2 – Medium Lot Housing Zones, 13.2.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum height for principal **buildings** shall be:

- 9.5 m or 2 ½ **storeys** whichever is the lesser; or
- 2 ½ storeys in the RU2h zone and where any vertical wall element facing a front, flanking **street** or **rear yard** (including **walkout basements**) is the lesser of 6.5 m or 2 **storeys**, above which the **building** shall be stepped back at least 1.2 m; and
- 4.5 m for **accessory buildings or structures**.”

and replace with a new , **13.2.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) The maximum **height** for principal **buildings** is:

- i. 9.5 m or 2 ½ **storeys** whichever is the lesser; or
- ii. 2 ½ **storeys** in the RU2h zone and where any vertical wall element facing a **front, flanking street** or **rear yard** (including **walkout basements**) is the lesser of 6.5 m or 2 **storeys**, above which the **building** shall be stepped back at least 1.2 m.”

40. AND THAT **Section 13 – Urban Residential Zones, 13.2 RU2 – Medium Lot Housing Zones, 13.2.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 6.0 m for a 1 or 1 ½ **storey** portion of a **building** and 7.5 m for a 2 or 2 ½ **storey** portion of a **building**, except it is 1.5 m for **accessory buildings**. 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.”

and replace with a new , **13.2.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The minimum **rear yard** is 6.0 m for a 1 or 1 ½ **storey** portion of a **building** and 7.5 m for a 2 or 2 ½ **storey** portion of a **building**. 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.”

41. AND THAT **Section 13 – Urban Residential Zones, 13.2 RU2 – Medium Lot Housing Zones, 13.2.7 Other Regulations** sub-paragraph (d) be deleted in its entirety that reads:

“(d) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a secondary **dwelling** unit is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

and replace with a new , **13.2.6 Other Regulations** sub-paragraph (d) be deleted in its entirety that reads:

“(d) A “c” notation shown on Schedule “A” as part of the identified **zone** classification indicates that a **secondary use** in the form of a **carriage house** is permitted on the properties so designated, subject to meeting the conditions of **use** of the **zone**. A “c” zoning classification on a property shall be established by rezoning the subject property to the “c” version of the parent **zone**.”

42. AND THAT **Section 13 – Urban Residential Zones, 13.2 RU2 – Medium Lot Housing Zones, 13.2.7 Other Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) A **carriage house** must not be closer than 3.0m to an existing principal building.”

43. AND THAT **Section 13 – Urban Residential Zones, 13.6 RU6 – Two Dwelling Housing Zones, 13.6.4 Buildings and Structures Permitted** sub-paragraph (f) be deleted in its entirety that reads:

“(f) **carriage house**”

and replace with a new , **13.6.4 Buildings and Structures Permitted** sub-paragraph (f) be deleted in its entirety that reads:

“(f) one **carriage house**”

44. AND THAT **Section 13 – Urban Residential Zones, 13.6 RU6 – Two Dwelling Housing Zones, 13.6.6 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) For all accessory buildings or structures and carriage houses:

- The maximum combined lot coverage of all accessory **buildings** or **structures** and **carriage houses** shall not exceed 14%.
- The maximum combined area of all accessory **buildings / structures** and **carriage houses** (e.g. footprint size) shall not exceed 90 m<sup>2</sup>.
- The maximum net floor area of a carriage house shall not exceed 90 m<sup>2</sup>.
- The maximum net floor area of all carriage houses (including 1 storey carriage houses) shall not exceed 75% of the total net floor area of the principal dwelling.
- If a development contains a carriage house and if the height of all the accessory buildings / structures, and carriage house are limited to one (1) storey then the following bonus applies:
  - The maximum combined lot coverage of all accessory **buildings / structures** and **carriage houses** may be increased to a maximum of 20%
  - The maximum combined area of all accessory **buildings / structures** and **carriage houses** (e.g. footprint size) may be increased to a maximum of 130 m<sup>2</sup> subject to:
    - The maximum area (e.g. footprint size) of a carriage house shall not exceed 100 m<sup>2</sup>.
    - The maximum area (e.g. footprint size) of all accessory buildings / structures (including garages) shall not exceed 50 m<sup>2</sup>.”

45. AND THAT **Section 13 – Urban Residential Zones, 13.6 RU6 – Two Dwelling Housing Zones, 13.6.6 Development Regulations** sub-paragraph (d) be deleted in its entirety that reads:

“(d) The maximum height for accessory buildings / structures is 4.5m.”

46. AND THAT **Section 13 – Urban Residential Zones, 13.6 RU6 – Two Dwelling Housing Zones, 13.6.6 Development Regulations** sub-paragraph (e) be deleted in its entirety that reads:

“(e) The maximum height for carriage houses is 4.8 m.”

47. AND THAT **Section 13 – Urban Residential Zones, 13.6 RU6 – Two Dwelling Housing Zones, 13.6.6 Development Regulations** sub-paragraph (h) be deleted in its entirety that reads:

“(h) The minimum site rear yard is 7.5 m, except it is 1.5 m for accessory buildings. 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.”

and replace with a new , **13.6.6 Development Regulations** sub-paragraph (h) be deleted in its entirety that reads:

“(h) The minimum **rear yard** is 7.5 m. 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.”

48. AND THAT **Section 13 – Urban Residential Zones, 13.6 RU6 – Two Dwelling Housing Zones, 13.6.7 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“(b) A carriage house must not be closer than 3.0m to an existing principal building.”

49. AND THAT **Section 13 – Urban Residential Zones, 13.7 RM1 – Four Dwelling Housing Zones, 13.7.4 Buildings and Structures Permitted** sub-paragraph (a) be deleted in its entirety that reads:

“(a) **carriage house**”

and replace with a new , **13.6.6 Development Regulations** sub-paragraph (h) be deleted in its entirety that reads:

“(a) one **carriage house**”

50. AND THAT **Section 13 – Urban Residential Zones, 13.7 RM1 – Four Dwelling Housing Zones, 13.7.6 Development Regulations** sub-paragraph (c) be deleted in its entirety that reads:

“(c) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**, except it is 4.5 m for accessory **buildings and structures.**”

and replace with a new , **13.7.6 Development Regulations** sub-paragraph (c) be deleted in its entirety that reads:

“(c) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys.**”

51. AND THAT **Section 13 – Urban Residential Zones, 13.7 RM1 – Four Dwelling Housing Zones, 13.7.6 Development Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) The minimum **site rear yard** is 6.0 m for a 1 or 1 ½ **storey** portion of a **building** and 7.5 m for a 2 or 2 ½ **storey** portion of a **building**, except it is 1.5 m for accessory **buildings.**”

and replace with a new , **13.7.6 Development Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“(f) The minimum **rear yard** is 6.0 m for a 1 or 1 ½ **storey** portion of a **building** and 7.5 m for a 2 or 2 ½ **storey** portion of a **building.**”

52. AND THAT **Section 17 – Health District Zones, 17.2 HD2 – Hospital and Health Support Services, 17.2.5 Development Regulations** sub-paragraph (b) be deleted in its entirety that reads:

“17.2.5.2 (b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**, except it is 4.5m for **accessory buildings** (which may contain a **carriage house.**)”

and replace with a new , **13.7.6 Development Regulations** sub-paragraph (f) be deleted in its entirety that reads:

“17.2.5.2 (b) The maximum **height** is the lesser of 9.5 m or 2 ½ **storeys**, except it is 4.5 m for **accessory buildings or structures.**”

53. 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 24<sup>th</sup> day of April, 2017.

Amended at first reading by the Municipal Council this 14<sup>th</sup> day of August, 2017.

Considered at a Public Hearing on the 16<sup>th</sup> day of May, 2017.

Read a second and third time by the Municipal Council this 12<sup>th</sup> day of September, 2017.

Approved under the Transportation Act this 20<sup>th</sup> November, 2017.

Blaine Garrison  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

## 6.5 Accessory Development

### 6.5.1 General Regulations

- (a) No person shall erect or permit to be erected a satellite dish, radio or television mast in a residential **zone** that is:
  - i. Located in a required **front** or **side yard** or projects over any **lot line**; and
  - ii. Higher than the **height** permitted for any **accessory structure** in that **zone** unless the property owner or tenant holds a current Amateur Radio License issued by Industry Canada.

### 6.5.2 Accessory Buildings in Non-Residential Zones

- (a) An **accessory building or structure** in any non-residential **zone** is subject to the **development** regulations for that **zone**.
- (b) Notwithstanding Section 6.5.2(a), an **accessory building or structure** on a **lot** in a non-residential **zone** which abuts a **lot** in a residential **zone** shall not be less than 1.5 m from the boundary of the **lot** in a residential **zone**.
- (c) Notwithstanding Section 6.5.2(a), one half bathroom with a toilet and sink is permitted to a maximum area of 3 m<sup>2</sup>. Bedrooms and / or full bathrooms are not permitted within an **accessory building or structure**, except one full bathroom is permitted in an **accessory building or structure** used exclusively as a pool house.

### 6.5.3 Accessory Buildings in Residential Zones

- (a) In urban residential **zones**, the maximum **site coverage** for accessory buildings is the lesser of 14% or a footprint 90 m<sup>2</sup>.
- (b) In rural residential **zones**, the maximum **site coverage** for accessory buildings is 14%, except that it is 10% in the RR1 **zone**.
- (c) The maximum **height** is 4.8 m, except it is 6.0 m in the RR1 **zone**.
- (d) The minimum **front yard** is 9.0 m, except in the RR1, RR2 and RR3 zones the minimum **front yard** is 12.0 m. For **double fronting lots**, the minimum **front yard** shall be in accordance with the regulations for a principal **building** in that **zone**.
- (e) The minimum **side yard** is 1.5 m, except:
  - i. for an **accessory building or structure** on an **interior lot line** and with a **gross floor area** of less than 10 m<sup>2</sup> and a **height** of less than 2.0 m there is no minimum **side yard**; and
  - ii. for mechanical equipment on an **interior lot line** the minimum **side yard** is 1.2 m, except it is 0.2 m in the RU2 and RU3 **zones**.
- (f) The minimum **rear yard** is 1.5 m, except where there is a rear **lane** the minimum **rear yard** is 0.9 m, and in the RR1 and RR2 **zones** the minimum **rear yard** is 3.0 m.
- (g) The minimum distance to the principal **dwelling** is 3.0 m, except if the **gross floor area** of the **accessory building** is less than 20 m<sup>2</sup>, the minimum distance is 1.0 m.



- (h) One half bathroom with a toilet and sink is permitted to a maximum area of 3 m<sup>2</sup>. Bedrooms and / or full bathrooms are not permitted, except one full bathroom is permitted in an **accessory building or structure** used exclusively as a pool house.

## 9 Specific Use Regulations

### 9.5 Secondary Suite and Carriage House

#### 9.5b Carriage House Regulations

##### 9.5b.1 Development Regulations in Residential, Health District and Comprehensive Development Zones

- (a) In urban residential, health district and comprehensive development **zones**, where all **accessory buildings** or **carriage houses** are one **storey** in height, the maximum combined **site coverage** of a **carriage house** and all **accessory buildings or structures** is the lesser of 20% or 130 m<sup>2</sup> and the maximum footprint is 100 m<sup>2</sup> for a **carriage house** and the maximum footprint is 50 m<sup>2</sup> for all **accessory buildings or structures**.
- (b) In urban residential, health district and comprehensive development **zones**, where any carriage houses or accessory structures are greater than one storey in height, the maximum combined **site coverage** of a **carriage house** and all **accessory buildings or structures** is the lesser of 14% or 90 m<sup>2</sup>.
- (c) In rural residential **zones**, where all **accessory buildings** or **carriage houses** are one **storey** in height, the maximum combined **site coverage** of a **carriage house** and all **accessory buildings or structures** is the lesser of 20% and the maximum footprint is 100 m<sup>2</sup> for a **carriage house** and the maximum footprint is 50 m<sup>2</sup> for all **accessory buildings or structures**.
- (d) In rural residential **zones**, where any carriage houses or accessory structures are greater than one storey in height, the maximum combined **site coverage** of a **carriage house** and all **accessory buildings or structures** is 14%.
- (e) The maximum **net floor area** is the lesser of 100 m<sup>2</sup> for a single storey carriage house, or 90 m<sup>2</sup> for a carriage house greater than 1 storey, to a maximum of 75% of the **net floor area** of the principal **dwelling**.
- (f) The maximum upper storey floor area is 75% of the carriage house footprint area..
- (g) The maximum **height** is the lesser of 4.8 m or the **height** of the principal **dwelling**, as measured to the midpoint, except it is the lesser of 6.0 m or the **height** of the principal **dwelling**, as measured to the midpoint in the RR1 **zone**.
- (h) The minimum **front yard** is 9.0 m, except in the RR1c, RR2c and RR3c zones the minimum **front yard** is 12.0 m. For **double fronting lots**, the minimum **front yard** shall be in accordance with the regulations for a principal **building** in that **zone**.
- (i) The minimum **side yard** is 1.5 m.

- (j) The minimum **rear yard** is 1.5 m, except where there is a rear **lane** the minimum **rear yard** is 0.9 m, and in the RR1c and RR2c **zones** the minimum **rear yard** is 3.0 m.
- (k) The minimum distance to a principal **dwelling** is 3.0 m.

#### 9.5b.2 Development Regulations in Agricultural Zones

- (a) The maximum **site coverage** is 90 m<sup>2</sup>, except it is 100 m<sup>2</sup> if a **carriage house** is limited to one **storey**.
- (b) The maximum **net floor area** is the lesser of 90 m<sup>2</sup> or 75% of the **net floor area** of the principal **dwelling**.
- (c) The maximum **height** is 6.0 m.
- (d) The minimum **front yard** is 12.0 m except for **double fronting lots**. For **double fronting lots**, a **carriage house** shall be sited in accordance with the regulations for a **single detached house** in that zone.
- (e) The minimum **side yard** is 3.0 m, except it is 4.0 m from a **flanking street**.
- (f) The minimum **rear yard** is 3.0 m.
- (g) The minimum distance to a principal **dwelling** is 4.5 m and the maximum distance is 10.0 m.

#### 9.5b.3 Other Regulations

- (a) A **carriage house** shall be connected to a community sanitary sewer unless the **lot** is at least 1.0 ha and meets the requirements of the **City** and the Medical Health Officer for septic disposal capacity.
- (b) A **carriage house** shall not be stratified.
- (c) In **residential zones**, a **carriage house** shall not be permitted on the same **lot** as a **boarding and lodging house**, a **bed and breakfast home** or a **group home**.
- (d) A minimum of 30 m<sup>2</sup> of **private open space** shall be provided per **dwelling** unit. The **private open space** shall have a direct connection to a **carriage house** entrance and be defined from other **private open space** with the use of **landscaping**.
- (e) A lit pathway shall be provided between the **front lot line** and a **carriage house** entrance, except it is not required in agricultural **zones** or rural residential **zones**.
- (f) A pathway shall be provided between the on-site **carriage house parking space** and a **carriage house** entrance.
- (g) A **mobile home** may be considered a **carriage house** only in agricultural **zones** where a **carriage house** is permitted.
- (h) In addition to the regulations listed in this Section, other regulations may apply. These include the general **development** regulations of Section 6, the **landscaping**

and fencing provisions of Section 7, the parking and loading regulations of Section 8, and the specific **use** regulations of Section 9.

# Report to Council



**Date:** November 27, 2017  
**File:** 0245-80  
**To:** City Manager  
**From:** Angie Schumacher, Revenue Supervisor  
**Subject:** Amendment No. 6 to Utility Billing Customer Care Bylaw No. 8754

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## **Recommendation:**

THAT Bylaw No. 11510, being amendment No. 6 to Utility Billing Customer Care Bylaw No. 8754 be forwarded to Council for reading consideration;

## **Purpose:**

To seek Council's approval to amend the Utility Billing Customer Care Bylaw for the clarification and updating of current terms and processes.

## **Background:**

The Utility Billing Customer Care Bylaw establishes how the City of Kelowna operates and provides billing services for its various public utilities, including a water service system and a sanitary sewer collection system.

The City of Kelowna has repatriated utility billing and customer care, services previously provided by third-party provider Corix. The repatriation of Utility Billing and Customer Care to the City of Kelowna will maximize efficiency of service and facilitate better customer responsive care. Streamlining processes is also a better use of City resources.

With the City of Kelowna assuming utility billing and customer care services from a third party contractor (Corix), staff have identified various current terms and processes that require updating and clarification. Broadly, the changes introduced reflect current policies relating to who can open a utility billing account and the phasing out of tenant accounts which will transition to the property owner as tenants vacate the property. The change also eliminates the need for security deposits and account in arrears disconnections as utility accounts are attached to the property and outstanding accounts result in a transfer to the tax account. The details of the proposed amendments to the Utility Billing Customer Care Bylaw No. 8754 are set out in Appendix A.

**Internal Circulation:**

Utility Services Manager  
Water Quality and Customer Care Supervisor  
Cross Connection Program Coordinator  
Controller  
Project Manager  
Communications Consultant

**Considerations not applicable to this report:**

Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:  
Existing Policy:  
Financial/Budgetary Considerations:  
Personnel Implications:  
External Agency/Public Comments:  
Communications Comments:  
Alternate Recommendation:

Submitted by: A. Schumacher, CPA, CGA, Revenue Supervisor

**Approved for inclusion:**



G. Davidson, CPA, CMA, Divisional Director, Financial Services

**CC:**

Utility Services Manager  
Water Quality and Customer Care Supervisor  
Cross Connection Program Coordinator  
Controller  
Project Manager  
Communications Consultant

**Attachment:**

Appendix A

# Utility Billing Customer Care Bylaw 8754 Amendment 6



## Appendix A

1. Remove references to a streetlight system as this is no longer valid
2. Remove Section 4.1 Applications and Section 6.2 No Utility Billing Account references to occupant as accounts remain with the property
3. Change title of Section 4.3 from "Non-transferable" to "Transferability" to reflect that accounts are specific to the property and are only transferable between owners on title
4. Remove Section 5 Security Deposits and Schedule A Security Deposit Waiver as security deposits are no longer required
5. Replace Section 6.1 Utility Billing Account and Section 7.5 Re-reading references to "his/her" and "he/she" with "customer"
6. Revise references to payment and billing items from a list of multiple items to "all charges" (Section 6.1, 6.2, 8.1)
7. Replace "possible" with "practical" in Section 7.2 Date of Reading to clarify reasonability
8. Revise Section 7.4 Estimates to simplify wording regarding readings and services estimated
9. Revise Section 8.3 Payment Due to identify payment is due by due date rather than a specific number of days
10. Remove reference the originator of charges in Section 8.6 Deemed Taxes in Arrears as all charges belong to the account and the property
11. Add restrictions to billing error adjustments to provide guidance on time periods as follows:
  - a. The adjustment period is limited to the time that the current owner is on title
  - b. The adjustment period(s) for under-billing are to a maximum of 6 months for residential and 1 year for commercial
  - c. The adjustment period(s) for over-billing are to a maximum of 6 years or when the current owner came on title for the property, whichever is less
12. Remove references to "error" in Section 9.4 Other Cause to reduce risk of misinterpretation
13. Remove reference to closing accounts, occupiers and unpaid amounts in Section 10 Termination of Service as accounts remain with the property and outstanding accounts are transferred to taxes



# Utility Billing Customer Care Bylaw No. 8754 – Amendment 6

November 27, 2017



# Highlights

(Details in Appendix A to Council Report)

- ▶ City of Kelowna assuming utility billing services from third party provider (Corix)
  - ▶ Update and clarify various terms and processes
  - ▶ Utility accounts responsibility of property owner
  - ▶ Account is in owner's name
  - ▶ Option for tenants to receive bill copy
  - ▶ Aligned with treatment of property tax accounts



## *Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# CITY OF KELOWNA

## BYLAW NO. 11510

### Amendment No. 6 to Utility Billing Customer Care Bylaw No. 8754

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Utility Billing Customer Care Bylaw No. 8754 be amended as follows:

1. THAT the preamble be amended by deleting the following:

“WHEREAS the City of Kelowna operates various public utilities, including a water service system, a sanitary sewer collection system, and a streetlight system;

AND WHEREAS the City has entered into a contract for the provision of billing and account services with respect to its various public utilities;”

And replace with:

“WHEREAS the City of Kelowna operates various public utilities, including a water service system and a sanitary sewer collection system;”
2. AND THAT Section 4. **APPLICATION FOR UTILITY BILLING ACCOUNT**, 4.1 Applications be amended by deleting the words “or occupant” after the word “The” at the beginning of the paragraph;
3. AND THAT Section 4.3. Not Transferable be deleted that reads:

“4.3. Not Transferable

A **Utility Billing Account** is specific to the **Customer** in whose name it is opened, and is not transferable to another person, without the **City’s** explicit consent.”

And replace it with:

“4.3. Transferability

“A **Utility Billing Account** is specific to the property and is only transferable between owner(s) on title.”
4. AND THAT Section 5. **SECURITY DEPOSITS** be deleted in its entirety that reads:

“5.1 Deposit Required

A refundable security deposit shall be charged to all **Utility Billing Accounts** related to commercial or residential premises.

5.2 Payment of Deposit

(1) In the case of a **Utility Billing Account** being opened by a person who has not previously had a **Utility Service** terminated for the reasons outlined in section 10.1 of this bylaw, the security deposit shall be paid in full on or before the due date, as outlined in section 8.3 of this bylaw,

for the first invoice in relation to the **Utility Billing Account**, unless the **Customer** is able to demonstrate that severe financial hardship would result, in which case the security deposit may be paid in no more than three equal instalments over the first three invoice periods.

- (2) In the case of a **Utility Billing Account** being opened by a person who has previously had a **Utility Service** terminated for the reasons outlined in section 10.1 of this bylaw, the security deposit, along with all other outstanding amounts owing as outlined in section 4.4 of this bylaw, shall be paid in full before the **Utility Billing Account** is opened or re-opened, as the case may be.

#### 5.3 Interest on Security Deposits

The **City** shall pay interest on any security deposit received, which shall be calculated using the annual "Security Deposit Interest Rate" set by the Residential Tenancy Office of the Province of British Columbia's Ministry of Public Safety and Solicitor General, on the following terms:

- (1) interest shall be calculated and credited on the first invoice or billing notice of each calendar year to all **Utility Billing Accounts** for which a security deposit is held; and
- (2) if a **Utility Billing Account** is being closed, interest still outstanding shall be calculated and credited on the final invoice or billing notice.

#### 5.4 Exceptions

Despite section 5.1 of this bylaw, a security deposit shall not be charged if one or more of the following circumstances applies:

- (1) The **Utility Billing Account** was open and active as of the date of coming into force of this bylaw; or
- (2) The application for the **Utility Billing Account** is accompanied by a "Security Deposit Waiver", as outlined in Schedule A which is attached to, and is part of, this bylaw. The Security Deposit Waiver must be signed by the registered owner(s), or authorized signatory(s), of the property on which the premises to which the **Utility Service** relates is located, in acknowledging the potential for unpaid amounts to be deemed to be taxes in arrears, under section 8.6 of this bylaw; or
- (3) The application for the **Utility Billing Account** is made in relation to **Utility Services** to be provided to premises which:
  - (a) qualify for mandatory exemption from payment of local government property taxes under the *Community Charter* or other applicable legislation; or
  - (b) qualify for permissive exemption from payment of local government property taxes under the *Community Charter* or other applicable legislation and have been exempted by the **City** for the current year; or
- (4) The amount of the calculated security deposit is less than \$25.00.

#### 5.5 Previous Discontinuance

Despite section 5.4 of this bylaw, a security deposit shall be charged to all **Utility Billing Accounts** where the **Customer** has previously had **Utility Service** to any premises discontinued pursuant to section 10.1 of this bylaw or any other applicable bylaw.

## 5.6 Amount of Deposit

The amount of the security deposit referred to in section 5.1 or 5.5 of this bylaw shall be equal to:

- (1) the total amount of the user rate (based on consumption or estimated consumption) charged, for the two months in the previous twelve months, during which the consumption was the highest for the premises to which the **Utility Service** and the **Utility Billing Account** relates; or
- (2) where no **Utility Service** has been provided to the premises in the past, or where the size, capacity or type of **Utility Service** has previously been different than what is being applied for (for example, but not exclusively, where a premises was previously used as a laundromat but is in future to be used as a clothing store), or where no **Utility Billing Account** has existed, the total amount of the estimated user rate charged, for the two consecutive months, in the previous twelve months, during which the consumption would have been the highest, for a similar premises being used in a similar manner.

## 5.7 Letter of Credit

If the security deposit is calculated to be greater than \$1,000.00, a Letter of Credit, which shall be renewed annually for the period that the security deposit is required, may be provided in place of cash payment.

## 5.8 Refund of Deposit

A security deposit, plus any outstanding interest calculated pursuant to section 5.3(2) of this bylaw, shall be refunded by crediting the amount of the deposit to the **Utility Billing Account** for which it was paid, if:

- (1) in the case of a **Utility Billing Account** relating to **Utility Service** to a residential premises, within the period of twelve months from the date the security deposit was paid, the **Utility Billing Account** is, and has been for the entire period, in good standing with no outstanding amounts owing or penalties applied; or
- (2) in the case of a **Utility Billing Account** relating to **Utility Service** to a commercial premises, within the period of three years from the date the security deposit was paid, the **Utility Billing Account** is, and has been for the entire period, in good standing with no outstanding amounts owing or penalties applied; or
- (3) the **Utility Billing Account** is closed entirely and is not transferred under the same **Customer** to another premises within the **City**."

5. AND THAT Section 6. **RESPONSIBILITY FOR PAYMENT** be deleted in its entirety that reads:

### "6.1 **Utility Billing Account**

A **Customer** shall be responsible for payment of the applicable deposits, user rates, fees, or other charges, as set out by this or any other applicable bylaw, charged to his/her **Utility Billing Account**.

### 6.2 **No Utility Billing Account**

The owner or occupant of any premises making use of any **Utility Service** being operated by the **City**, but in relation to which, for whatever reason, no **Utility Billing Account** exists, shall be responsible for payment of deposits, user rates, fees, or other charges equal to those that would have been applicable if **Utility Billing Account** had been open and in existence."

And replace it with:

“6.1 **Utility Billing Account**

A **Customer** shall be responsible for payment of all charges and fees, as set out by this or any other applicable bylaw, charged to the customer’s **Utility Billing Account**.

6.2 **No Utility Billing Account**

The owner of any premises making use of any **Utility Service** being operated by the **City**, but in relation to which, for whatever reason, no **Utility Billing Account** exists, shall be responsible for payment of all charges and fees equal to those that would have been applicable if a **Utility Billing Account** had been open and in existence.”

6. AND THAT Section 7. **METER READING** be amended by:

a) Deleting Section 7.2 Date of Reading in its entirety that reads:

“A **Meter** may be read on any date during a billing period, however, as nearly as possible, the **City** shall endeavor to read **Meters** on the same date in each billing period.”

And replace it with:

“A **Meter** may be read on any date during a billing period, however, as nearly as practical, the **City** shall endeavor to read **Meters** on the same date in each billing period.”

b) Deleting Section 7.4 Estimates in its entirety that reads:

“If a **Meter** at a particular location is not able to be read with reasonable accuracy by the **City** or the **Customer**, or the **City** has not required the **Customer** to supply the reading, for whatever reason, or if no **Meter** has been installed, the **City** may estimate the level or amount of use or consumption of the pertinent **Utility Service** over the applicable period.”

And replace it with:

“If a **Meter** at a particular location is not able to be read with reasonable accuracy the **City** may estimate the level or amount of use or consumption of the **Utility Service** over the applicable period.” And

c) Deleting from Section 7.5 Re-reading the words “he/she” after the words “or has not been read accurately,” and replace it with “the customer”.

7. AND THAT Section 8. **BILLING** be amended by:

a) Deleting Section 8.1 Frequency that reads:

“Invoices shall be rendered bi-monthly for the applicable deposits, user rates (whether based on level or amount of use or consumption, or on a flat rate), fees, or other charges, owing in relation to **Utility Billing Accounts**, and set out in this or any other applicable bylaw.”

And replacing it with;

“Invoices shall be rendered bi-monthly for all applicable charges and fees, owing in relation to **Utility Billing Accounts**, and set out in this or any other applicable bylaw.”

b) Deleting Section 8.3 Payment Due that reads:

“Payment shall be due and payable within seventeen (17) business days of the billing date shown on the invoice.”

And replacing it with:

"Payment shall be due and payable by the due date shown on the invoice."

- c) Amending Section 8.6 Deemed Taxes in arrears by deleting the words "whether incurred by an owner or another **customer** at" and replace it with "for";

8. AND THAT Section 9. **BILLING ERRORS** be amended by:

- a) Deleting Section 9.1 Error Found that reads:

"Where an error is found to have been made in the amount invoiced or billed to a **Utility Billing Account**, the amount either under-billed or over-billed shall be debited from or credited to the **Utility Billing Account** and shown on the next invoice, subject to any arrangements made pursuant to section 9.3 of this bylaw."

And replacing it with:

"Where an error is found to have been made in the amount invoiced or billed to a **Utility Billing Account**, the amount either under-billed or over-billed shall be debited from or credited to the **Utility Billing Account** and shown on the next invoice, subject to any arrangements made pursuant to section 9.3 of this bylaw and the following restrictions:

- (a) The adjustment period is limited to the time that the current owner is on title
- (b) The adjustment period(s) for under-billing are to a maximum of 1 year
- (c) The adjustment period(s) for over-billing are to a maximum of 6 years or when the current owner came on title for the property, whichever is less"

- b) Deleting the sentence in Section 9.4 Other Cause that reads:

"Where an error of under-billing is found to have been made in the amount invoiced or billed to a **Utility Billing Account**, and that error is a result of unauthorized use of a **Utility Service**,"

And replace it with:

"Where an under-billing is found to have been made in the amount invoiced or billed to a **Utility Billing Account** as a result of unauthorized use of a **Utility Service**,"

9. AND THAT Section 10. **TERMINATION OF SERVICE/CLOSURE OF ACCOUNTS** be deleted in its entirety that reads:

**"10. TERMINATION OF SERVICE/CLOSURE OF ACCOUNTS**

10.1 Termination by City

The **City** may terminate **Utility Service** where,

- a) an amount has been invoiced and is due and payable, and remains unpaid as of the payment due date as set out in section 5.2 or section 8.3 of this bylaw; or
- b) safety of life or property is at risk; or
- c) where any provision of this bylaw, the City's Sewer Connection Charge Bylaw or the City's Water Regulation Bylaw has been violated; or
- d) an occupier has not applied for a **Utility Billing Account**.

## 10.2 Notice of Termination

- (1) In a case where safety of life or property is at risk, **Utility Service** may be terminated immediately and without notice.
- (2) In a case where the **City** plans to terminate a **Utility Service** because of unpaid amounts that have been invoiced and are due and payable, a notice of termination shall be provided which shall include at least one of the following:
  - (a) a "Cut Off Notice" billing message included on an invoice for the relevant **Utility Billing Account**;
  - (b) a warning letter mailed to the mailing address supplied by the **Customer** or delivered to the service location of the **Utility Billing Account**;
  - (c) a telephone call to the relevant **Customer**, which may include speaking directly with the **Customer** or leaving a message on an answering service or machine at the **Customer's** contact telephone number; or
  - (d) a notice or tag left on the door at the service location of the **Utility Billing Account** at least two working days prior to scheduled termination.
- (3) In a case where the **City** plans to terminate a **Utility Service** because an occupier has not applied for a **Utility Billing Account**; a notice of termination of the **Utility Service** shall include:
  - (a) a "Request for Application" tag left on the door at the service location allowing two business days to set up a **Utility Billing Account**; and
  - (b) notice that, should the occupant of the service location not set up a **Utility Billing Account** after the expiration date indicated on the "Request for Application", the **Utility Service** may be terminated until a **Utility Billing Account** has been created at the service location; and
  - (c) that, if the premise remains vacant for more than two months, standard base rates will continue to apply and the account will be activated under the owner's name.
- (4) In a case where the **City** plans to terminate a **Utility Service** because of a violation of any provision of this bylaw, or the City's Sewer Connection Charge Bylaw or the City's Water Regulation Bylaw, other than for non-payment of a fee or charge, the affected **Customer** shall, through a written request to the City, be given an opportunity to make a presentation to Council regarding the planned termination.

## 10.3 Request for Termination from Customer

A **Customer** wishing to close his/her **Utility Billing Account** shall give the **City** a minimum of two full business days' notice of the date on which the **Utility Billing Account** is to be closed. Where such notice is not provided, the **Customer** shall be responsible for payment of any amounts attributed to use or consumption of the **Utility Service** for the period between the date that notice was received by the **City**, and the earlier of the date service was terminated or twenty-four hours following such notice.

No **Utility Billing Account** shall be closed, whether or not related **Utility Service** has been terminated, until all outstanding amounts owing have been paid."

And replacing it with:

### "10. TERMINATION OF SERVICE

#### 10.1 Termination by City

The **City** may terminate **Utility Service** where,

- (1) safety of life or property is at risk; or



- (2) where any provision of this bylaw, the City's Sewer Connection Charge Bylaw, the Sanitary Sewer Storm Drain Regulation Bylaw, the Sewerage System User Bylaw, or the City's Water Regulation Bylaw has been violated.

10.2 Notice of Termination

- (1) In a case where safety of life or property is at risk, **Utility Service** may be terminated immediately and without notice.
- (2) In a case where the **City** plans to terminate a **Utility Service** because of a violation as per 10.1(1) the affected **Customer** shall, through a written request to the City, be given an opportunity to make a presentation to Council regarding the planned termination."

- 10. AND THAT **SCHEDULE "A" – Security Deposit Waiver** be deleted in its entirety.
- 11. This bylaw may be cited as "Amendment No. 6 to City of Kelowna Utility Billing Customer Care Bylaw No. 8754".
- 12. 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

# Report to Council



**Date:** November 27, 2017  
**File:** 0610-53  
**To:** City Manager  
**From:** Chris Babcock, Event Development Supervisor  
**Subject:** 2017 Outdoor Events Summary

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## **Recommendation:**

THAT Council receives, for information, the report from the Event Development Supervisor dated November 27, 2017 regarding the 2017 Outdoor Event season.

## **Purpose:**

To provide Council with an update on the 2017 outdoor event season as per Service Request #417516.

## **Background:**

Events provide a platform to celebrate Kelowna's community by reflecting its values, diversity, and overall quality of life. They support a strong local economy and contribute to an active and inclusive city by providing a range of cultural experiences and active living opportunities for all ages and abilities.

The Event Services Branch strives to foster a well-balanced schedule of events that offer variety, accessibility and quality while being thoughtful and mindful of Kelowna's citizens. Staff continue to advance the 'one-stop-shop' approach to event delivery through collaboration, ongoing relations, research and trend-setting. This approach contributes to a more streamlined process for event organizers and staff, and better positions the City to respond to bidding opportunities and attract and maintain events in Kelowna.

In 2017, more than 150 outdoor event permits were issued to a variety of walks, races, festivals, parades, weddings, films, and more. Kelowna was host to a diverse selection of outdoor events providing citizens and visitors alike with many opportunities to get out and enjoy the community. An overview of the 2017 event season and a look ahead to 2018 is captured below.

## 2017 Overview

### Events

In a year that saw our community deal with the challenges related to flooding and excessive smoke, events provided a sense of reprieve and gave us reason to celebrate and showcase our city's resiliency. Of 19 events that were affected by the flood, 18 were able to proceed through collaboration between event organizers, City staff, and external stakeholders.

In addition to the various events that Kelowna looks forward to each year, such as the *Okanagan Pride Festival*, *Centre of Gravity*, *Fat Cat Children's Festival* and *Rock the Lake*, the community was also treated to several new, or revitalized, events such as: the *World Wake Surf Championships*, *Gravel Fondo*, *Ski 2 Tree*, and a downtown *Farmers Market*.

Canada also celebrated its 150<sup>th</sup> birthday and the community enjoyed several Canada 150 themed concerts and events, including a spectacular fireworks show, which was held on August 5<sup>th</sup> (BC Day long weekend).

A complete list of events is included in Appendix A.

### Initiatives

Staff continue to work with organizers, partners, and stakeholders to build a collaborative vision and streamline processes for successful events. Over the course of 2017, a number of initiatives have commenced that will improve service delivery, including:

#### **Outdoor Event Committee (OEC) Review**

The OEC is designed to gather input from internal and external stakeholders to consider all aspects of an event and establish conditions to ensure safe and effective delivery. Staff have initiated a review of the OEC and Bylaw to ensure that an effective process for event analysis is in place, and to further explore supportive solutions for events. Through surveys and interviews, staff are gathering information to aid in the update of the Outdoor Events Bylaw and provide clarity on the OEC roles & responsibilities.

#### **Film Permitting Guidelines**

The process of establishing film guidelines has been ongoing throughout the year with staff conducting municipal comparisons, attending workshops, and consulting with industry professionals. Once additional feedback is gathered from internal and external stakeholders, a follow up report will be provided to Council in Q1 of 2018.

#### **Event Volunteer Program**

Volunteerism remains a focus for event organizers and the Event Services Branch continues to create methods of support through education and the provision of resources. Guided by the *Special Event Volunteer Program Plan* of 2014 (see Appendix B), staff have taken steps in designing a volunteer page on the City website, creating a 'volunteer resource guide', and exploring the creation of a 'Volunteer Corps' to provide onsite support.

## Challenges

Through staff attendance at events, event monitor reports, debrief sessions and ongoing relationships with event organizers, two common themes emerged as key challenges faced by event organizers:

### **Event Costs**

Costs related to staging events in city parks and roadways remain noted as one of the main challenges to hosting events. Examples include site limitations and logistical equipment needs (i.e. generators, fencing and extra porta-potties), permit requirements, and trained personnel expenses (i.e. flaggers, security and RCMP).

### **Event Space**

Kelowna has a limited amount of 'event specific' sites outside of the downtown core making it difficult to manage and balance the increasing number and type of events hosted in Kelowna and requesting to be in the downtown area.

Staff recognize these as ongoing challenges associated with events held outdoors. While there are no simple solutions we continue to explore ways to improve the service and opportunities through application of the City Services Offset Grant, collaboration with event organizers and Outdoor Event Committee members, and inter-departmental discussions for future park enhancements.

## **2018 Plans**

As we continue to explore ways to improve and support a dynamic event landscape, highlights of activities planned for 2018 include:

### **Resource Center**

In an effort to provide customers with the knowledge and tools to host an event and to help streamline administrative processes, staff will be updating the event website to better serve as an online 'resource center'. The updated website will include information on the application process, tips on planning an event, required forms, volunteer guide, and much more.

### **Major Event Procurement**

Staff will be reviewing the City's criteria for major event procurement and its alignment with the Event Development Fund to ensure Kelowna is aptly positioned to compete for large-scale significant events that will provide unique experiences and have a positive impact on the community. In addition, staff will be collaborating with Tourism Kelowna, who has recently approved a new 'Major Event Strategy' which will assist with the identification and procurement of these events.

City staff are committed to continuing to build an eventful city that positively reflects Kelowna's community, diversity, and values; and will continue to work with stakeholders to enhance the experiences of residents and visitors alike.

**Internal Circulation:** Divisional Director, Active Living & Culture; Sport & Event Services Manager; Communications Manager; Communications Advisor

**Considerations not applicable to this report:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

**Financial/Budgetary Considerations:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

**Submitted by:**

C. Babcock, Event Development Supervisor

**Approved for inclusion by:**

J. Gabriel, Divisional Director, Active Living & Culture

**Attachments:** Appendix A – 2017 Event List

Appendix B – Special Event Volunteer Program

Outdoor Events Presentation - 2017

**Cc:**

## Appendix A - 2017 Event Listing

Event	Start Date	End Date	Location
Tiny House of Terror	5-Feb-17	14-Feb-17	City Park parking lot 1st by (next to north field), parking on Cadder, Byrne and Long St.
Hyundai Auto Launch Media	9-Feb-17	9-Feb-17	Cook Road Boat Launch Parking Lot
Winter Bike to Work Day	10-Feb-17	10-Feb-17	Rails with Trails (PRC) by East Field
Strides to End Homelessness	4-Mar-17	4-Mar-17	Leon Ave + city roadways
Ski2Tree	11-Mar-17	11-Mar-17	WFP. Promenade, Roadways, Water Street Boat Launch Parking Lot
InspireHealth Rain Walk	12-Mar-17	12-Mar-17	RCA Common & promenade
5 Days For Homelessness Breakfast	19-Mar-17	19-Mar-17	Kerry Park
Kelowna Fan Xpo	25-Mar-17	25-Mar-25-17	RCA - Arts Common
Anthem Film	29-Mar-17	13-Apr-17	Various locations
UBCOSU Recess Concert	31-Mar-17	31-Mar-17	UBC Campus (private property)
Spring Climb for Health & World Peace	1-Apr-17	1-Apr-17	Knox Mountain
Maple Fest	1-Apr-17	1-Apr-17	Rotary Arts Common & Art Walk
Rutland Community Market	2-Apr-17	29-Oct-17	Roxby Park and parking lot
Okanagan College Half Marathon	9-Apr-17	9-Apr-17	Ok College on KLO Road, City Park, Knox Mtn, WFP & Roadways
Vimy 100th Anniversary Parade	9-Apr-17	9-Apr-17	City Park - Veendam Garden and downtown Roadways
Easter Sunrise	16-Apr-17	16-Apr-17	Knox Mountain Pioneer Pavilion
Glenmore Footprint Days	26-Apr-17	28-Apr-17	Brandts Creek, Roadways, Rails to Trails
Day of Mourning	28-Apr-17	28-Apr-17	Ben Lee Park - Picnic Area 1
Spring Fling	29-Apr-17	29-Apr-17	WFP - Island Stage, Gazebo & Concession Plaza
Vaisakhi Parade	29-Apr-17	29-Apr-17	Rutland Road & neighbouring roadways
Time Trials	2-May-17	29-Aug-17	Tues, May 2 - Aug 22 - Old Vernon Road. Thurs. May 4- Aug. 31 – Crit Loop – Jim Bailey Road. Tues, June 20 & Aug 29 - Time Trials - Knox Mtn Road. July 13 & August 10 – June Springs Hill Climb
Heart & Stroke Big Bike Ride	3-May-17	6-May-17	RCA Common & roadways
Play On! Hockey	6-May-17	7-May-16	WFP - Rhapsody Plaza, Pioneer Gardens, Concession Plaza & Water St Closure
Okanagan Cider Festival	6-May-17	6-May-17	880 Vaughan Avenue
Walk for Alzheimers	7-May-17	7-May-17	City Park - Jubilee Grandstands & Basketball Court
Walk So Kids Can Talk	7-May-17	7-May-17	WFP - Pioneer Garden

Opus Outdoor Painting Challenge	7-May-17	7-May-17	Kerry Park
Cherry Blossom Triathlon	7-May-17	7-May-17	Mission Recreation Park & Roads
Healthy Kids Day	7-May-17	7-May-17	Rutland Sportsfield & portion of Parking Lot
Blossom Time Fair	13-May-17	13-May-17	Strathcona Park
Great Okanagan Beer Festival	13-May-17	13-May-17	WFP - Island Stage, Gazebo, Rhapsody Plaza & Concession Plaza
May Days Event & Parade	19-May-17	21-May-17	Rutland Roadways, Centennial Park & Roxby parking lot
<b>KSS Grad March</b>	<b>19-May-17</b>	<b>19-May-17</b>	<b>WFP - Concession Plaza, Promenade, Rhapsody Plaza</b>
<b>MBSS Grad March</b>	<b>20-May-17</b>	<b>20-May-17</b>	<b>WFP - Concession Plaza, Promenade, Rhapsody Plaza</b>
<b>GESS Grad March</b>	<b>21-May-17</b>	<b>21-May-17</b>	<b>WFP - Concession Plaza, Promenade, Rhapsody Plaza</b>
<b>RSS Grad March</b>	<b>22-May-17</b>	<b>22-May-17</b>	<b>WFP - Concession Plaza, Promenade, Rhapsody Plaza</b>
Knox Mountain Hill Climb	20-May-17	21-May-17	Knox Mountain Park
Kelowna Kennel Dog Club Show	20-May-17	22-May-17	MRP - M12, Lawn, Fieldhouse, Turf parking lot,
<b>Midsun School - Grade 9 Band Concert</b>	<b>25-May-17</b>	<b>25-May-17</b>	<b>Kerry Park</b>
EK's 5K Run	21-May-17	21-May-17	N. Glenmore roadways
T-Bird Show & Shine	27-May-17	27-May-17	City Park - North Field
AAC Dog Agility Trial	28-May-17	28-May-17	CP - North Field
MS Walk	28-May-17	28-May-17	Stuart Park
Cycle for Strong Kids	28-May-17	28-May-17	H2o Adventure & Fitness Center, Parking Lot
<b>Distortion Film</b>	<b>28-May-17</b>	<b>26-Jun-17</b>	<b>Various locations</b>
Bike to Work Week Wrap Up Celebration	2-Jun-17	2-Jun-17	WFP - Promenade, beside Tree Brewing
<b>School Band Performance - Educational World Tours</b>	<b>3-Jun-17</b>	<b>3-Jun-17</b>	<b>Stuart Park</b>
Hungry Hungry Half	3-Jun-17	3-Jun-17	Apple Bowl, Rails & Trails, Knox Mountain & Promenade
Wildhorse Traverse	3-Jun-17	3-Jun-17	Lakeshore Road (Bertram Creek Park)
Gutsy Walk	4-Jun-17	4-Jun-17	City Park - Jubilee Bowl
Bike'n Braai	4-Jun-17	4-Jun-17	Strathcona Park
Walk to Fight Arthritis	4-Jun-17	4-Jun-17	Rotary Arts Common & Promenade
<b>KSS Yoga Fest</b>	<b>7-Jun-17</b>	<b>7-Jun-17</b>	<b>Osprey Park - Picnic Area</b>
Fat Cat Children's Festival & Parade	9-Jun-17	10-Jun-17	Waterfront Park & Cawston Ave
5/10K Walk/Run for Women	11-Jun-17	11-Jun-17	City Park - South Plaza, Sportfield + downtown roadways
<b>Dave's Ride</b>	<b>11-Jun-17</b>	<b>11-Jun-17</b>	<b>Kerry Park and Promenade</b>
<b>Westie Walk</b>	<b>11-Jun-17</b>	<b>11-Jun-17</b>	<b>City Park - North Field &amp; Lakefront Promenade</b>

<b>Kelowna City Concert Band</b>	<b>14-Jun-17</b>	<b>14-Jun-17</b>	<b>WFP - Island Stage</b>
Business Expo	15-Jun-17	15-Jun-17	Roxby Park & Parking Lot
The Dirty Phil Gravel Fondo	17-Jun-17	17-Jun-17	MRP - M12, Lawn, Fieldhouse,
<b>OKM Grad March</b>	<b>17-Jun-17</b>	<b>17-Jun-17</b>	<b>WFP - Concession Plaza, Promenade, Rhapsody Plaza</b>
Walk & Roll Walker-Thon	17-Jun-16	17-Jun-16	Stuart Park Plaza
Father's Day Car Show	18-Jun-17	18-Jun-17	City Park (North Field)
Raymond James Father's Day Walk/Run	18-Jun-17	18-Jun-18	WFP - Rhapsody Plaza & Promenade
Turtle Island Festival (formally named National Aboriginal Day)	21-Jun-17	21-Jun-17	Leon Ave (Ellis to Pandosy)
National Aboriginal Day Celebration (Métis)	21-Jun-17	21-Jun-17	Stuart Park
<b>Kelowna City Concert Band</b>	<b>21-Jun-17</b>	<b>21-Jun-17</b>	<b>Guisachan Park</b>
<b>Francofete</b>	<b>24-Jun-17</b>	<b>24-Jun-17</b>	<b>City Park North Field</b>
<b>Kelowna Garden Club Flower Show</b>	<b>24-Jun-17</b>	<b>24-Jun-17</b>	<b>Guisachan Heritage Park - East Lawn Area</b>
MEC Kelowna Century Ride	25-Jun-17	25-Jun-17	Mission Recreation Park and roadways
Police Services Building Opening	27-Jun-17	27-Jun-17	1190 Richter Street
Celebrate Canada Day	1-Jul-17	1-Jul-17	WFP, Kerry Park, Stuart Park
<b>Canada Day at the Kelowna Art Gallery</b>	<b>1-Jul-17</b>	<b>1-Jul-17</b>	<b>Kelowna Art Gallery &amp; RCA - Arts Common</b>
Midsummer 8K Run	2-Jul-17	2-Jul-17	Gyro Beach
Parks Alive!	4-Jul-17	30-Aug-17	WFP, Kerry Park & various neighbourhood parks
Kelowna Farmers' & Crafters' Market	8-Jul-17	9-Sep-17	200 Block of Bernard Avenue from Mill Street to Water Street
<b>Kelowna Scooter Festival</b>	<b>8-Jul-17</b>	<b>8-Jul-17</b>	<b>Ben Lee Park</b>
6K Walk for Water	8-Jul-17	8-Jul-17	WFP - Concession Plaza & Island Stage
Rockin' The Beach Kelowna	15-Jul-17	15-Jul-17	WFP - Island Stage
Across the Lake Swim	15-Jul-17	15-Jul-17	City Park Hot Sands Beach & Northfield
Okanagan Caribbean Festival	15-Jul-17	15-Jul-17	City Park, Jubilee Grandstands
Okanagan's Largest Yoga Class	16-Jul-17	16-Jul-17	Stuart Park
Das Autoschau	16-Jul-17	16-Jul-17	City Park - South Plaza & Parking Lot
TRi KiDS Triathlon	16-Jul-17	16-Jul-17	Mission Recreation Park
<b>The Stats of Life</b>	<b>20-Jul-17</b>	<b>23-Jul-17</b>	<b>various locations</b>



Downtown Kelowna Block Party	22-Jul-17	22-Jul-17	Bernard Ave & Kerry Park
Fresh Coast Championships	22-Jul-17	22-Jul-17	City Park - Jubilee Grandstands
Canada 150 Concert	23-Jul-17	23-Jul-17	Stuart Park
Arts on the Avenue	27-Jul-17	27-Jul-17	Bernard Ave (Water - Pandosy)
Center of Gravity	28-Jul-17	30-Jul-17	City Park - Jubilee Bowl, North Field, Hot Sands Beach, City Park Parking Lot
<b>Sugarplum Ball</b>	<b>29-Jul-17</b>	<b>29-Jul-17</b>	<b>RCA - Arts Common</b>
<b>Pink Buffalo Films</b>	<b>3-Aug-17</b>	<b>3-Aug-17</b>	<b>various locations</b>
Homelessness is No Picnic	5-Aug-17	5-Aug-17	City Park - Jubilee Grandstands
Canada 150 Fireworks	5-Aug-17	5-Aug-17	Stuart Park
Okanagan Dream Rally	6-Aug-17	6-Aug-17	Kerry Park & Bernard Avenue & City Park -North Field
Walk with Joe Parade	8-Aug-17	8-Aug-17	Kelowna downtown roads & sidewalks
Rock the Lake	11-Aug-17	13-Aug-17	Prospera Place parking lot
Variety Boat for Hope	12-Aug-17	12-Aug-17	Kerry Park
Cruisin the Park - Car/Truck and Bike Show	13-Aug-17	13-Aug-17	Rutland Lions Park
Opera Kelowna VIP Pre Show Event	18-Aug-17	19-Aug-17	Kelowna Community Theatre - North Lawn
Okanagan Pride Festival	19-Aug-17	19-Aug-17	Waterfront Park - Island Stage & Concession Plaza (March on the promenade from Stuart Park)
<b>Kelowna Apple Triathlon Volunteer Brunch</b>	<b>20-Aug-17</b>	<b>20-Aug-17</b>	<b>City Park - Jubilee Grandstands &amp; Basketball Courts</b>
Moonlight Movie	22-Aug-17	22-Aug-17	City Park - North Field
Kelowna Dragon Boat Festival	26-Aug-17	27-Aug-17	WFP - Tugboat Beach & Concession Plaza
Canada 150 Concert	27-Aug-17	27-Aug-17	Stuart Park
<b>International Drug Overdose Awareness Day</b>	<b>31-Aug-17</b>	<b>31-Aug-17</b>	<b>Kerry Park</b>
Axel Merckx Youth Cycling Series	1-Sep-17	3-Sep-17	South East Kelowna Roadways & Jim Bailey Road
Wine Country Half Marathon	3-Sep-17	3-Sep-17	Waterfront Park & roadways
<b>Institute for Canadian Citizenship Ceremony</b>	<b>6-Sep-17</b>	<b>6-Sep-17</b>	<b>Stuart Park - Main Stage, Event Plaza</b>
Cracker Cross	7-Sep-17	12-Oct-17	Knox Mountain Base - Disc Golf area
Parkinson SuperWalk	9-Sep-17	9-Sep-17	Waterfront Park-Concession Plaza
MEC Run Race FOUR	10-Sep-17	10-Sep-17	Knox Mountain Park - Base
<b>Multiple Myeloma March</b>	<b>10-Sep-16</b>	<b>10-Sep-16</b>	<b>Kerry Park, WFP-Rhapsody Plaza, Promenade</b>
Paws For A Cause Walk	10-Sep-17	10-Sep-17	City Park & Promenade
<b>Fall Kick Off</b>	<b>10-Sep-17</b>	<b>10-Sep-17</b>	<b>City Park - Jubilee Grandstands</b>

ParticipACTION 150 Play List	11-Sep-17	11-Sep-17	Stuart Park - Plaza/Ice Rink, Lawn Area, Main Stage
<b>Pro Bono Going Public</b>	<b>12-Sep-17</b>	<b>12-Sep-17</b>	<b>City Park - Rose Garden</b>
Take Back The Night March	14-Sep-17	14-Sep-17	Kerry Park & Downtown Sidewalks
RibFest	15-Sep-17	17-Sep-17	City Park
UBCOSU Frosh	15-Sep-17	15-Sep-17	UBC Okanagan Campus - The Commons
<b>KGH Fundraiser</b>	<b>15-Sep-17</b>	<b>17-Sep-17</b>	<b>Private Residence - Abbott Street, next door to Strathcona Park</b>
Fresh Air Hard Knox 12K	17-Sep-17	17-Sep-17	Sutherland Park & Kelowna roadways
Terry Fox Run	17-Sep-17	17-Sep-17	Mission Sportsfields
World Wake Surfing Championships	21-Sep-17	23-Sep-17	City Park - Hot Sands Beach, South Plaza
<b>Global Okanagan 60th Anniversary Celebration</b>	<b>21-Sep-17</b>	<b>21-Sep-17</b>	<b>Stuart Park - Civic Stage &amp; Square</b>
Kettle Mettle	23-Sep-17	23-Sep-17	East Kelowna roadways, EK Ball Diamonds Parking Lot
Motionball Marathon of Sport Kelowna	23-Sep-17	23-Sep-17	City Park - North Field, Sport Field, Jubilee, Beach Volleyball
Movie in the Park	23-Sep-17	23-Sep-17	Tulameen Park in Kettle Valley
<b>Kidney Walk Central Okanagan</b>	<b>24-Sep-17</b>	<b>24-Sep-17</b>	<b>City Park - Jubilee Grandstands</b>
Culture Days	29-Sep-17	1-Oct-17	Kerry Park, Stuart Park, RCA - Arts Common
Nuit Blanche	29-Sep-17	29-Sep-17	Stuart Park
Push to End Homelessness	30-Sep-17	30-Sep-17	Kerry Park & roadways
Scarecrow Festival	1-Oct-17	1-Oct-17	Rutland Lions Park
Run for the Cure	1-Oct-17	1-Oct-17	City Park
<b>Destination BC - Journey's Drone</b>	<b>4-Oct-17</b>	<b>4-Oct-17</b>	<b>Knox Mountain</b>
Okanagan Marathon	6-Oct-17	8-Oct-17	City Park
Gratitude Games	14-Oct-17	14-Oct-17	City Park - North Field, Hot Sands Beach, Jubilee Grandstands, South Plaza
<b>Haunted</b>	<b>28-Oct-17</b>	<b>28-Oct-17</b>	<b>RCA - Arts Common</b>
<b>Thrill The World Kelowna Dance</b>	<b>28-Oct-17</b>	<b>28-Oct-17</b>	<b>Stuart Park - Plaza / ice Rink, Main Stage</b>
<b>Unveiling Ceremony for the Chinese Commemorative Signage</b>	<b>21-Oct-17</b>	<b>21-Oct-17</b>	<b>City Park - Rose Garden</b>
Remembrance Day Ceremony & Parade	11-Nov-17	11-Nov-17	Lions Park and City Roadways
Remembrance Day Ceremony & Parade	11-Nov-17	11-Nov-17	City Park - Veendam Garden

<b>World Day of Remembrance for Road Traffic Victims</b>	<b>19-Nov-17</b>	<b>19-Nov-17</b>	<b>Waterfront Park - Rhapsody Plaza</b>
Santa Shuffle	2-Dec-17	2-Dec-17	WFP - Rhapsody Plaza
Downtown Kelowna Light-Up	2-Dec-17	2-Dec-17	Stuart Park
Uptown Rutland Light-up	10-Dec-17	10-Dec-17	Roxby Plaza
Resolution Run	31-Dec-17	31-Dec-17	WFP - Rhapsody Plaza & Promenade
New York New Year's Eve	31-Dec-17	31-Dec-17	Stuart Park
Polar Bear Swim	1-Jan-18	1-Jan-18	WFP - Concession Plaza/Tugboat Beach

**Outdoor Event**

**Park Rental**

**Church Booking**

**Filming**

**Parks Dept**



# SPECIAL EVENT VOLUNTEER PROGRAM

*Volunteer Program Plan*

June 23, 2014



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# INTRODUCTION

# 1

## INTRODUCTION

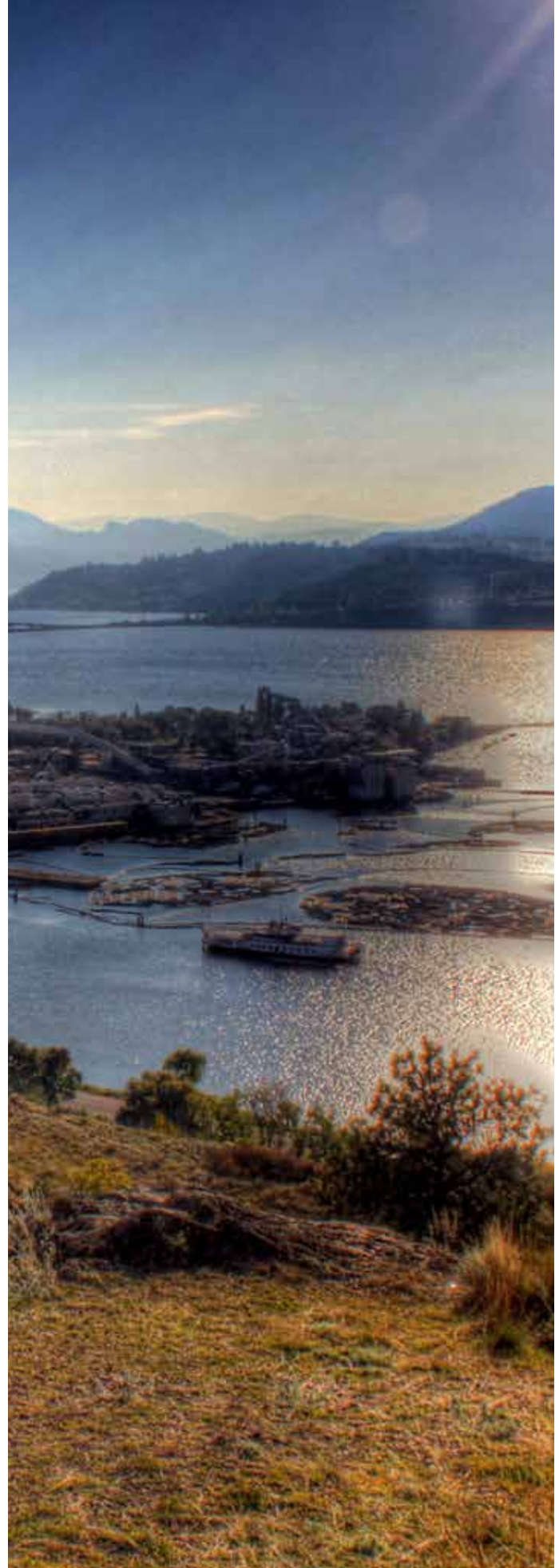
The City of Kelowna is known for the high quality of life offered to residents and visitors alike. This is due to a multitude of reasons including its scenic beauty and climate, natural amenities, municipal services, recreation opportunities and the many special events held in the city.

These special events provide opportunities for residents to participate actively, spectate, and volunteer. Many visitors travel to Kelowna to take advantage of these same benefits. While the City does contribute to the organization and facilitation of some special events, the majority of special events depend on the efforts of community organizations and volunteers, not-for-profit agencies, and several for-profit companies.

The City of Kelowna recognizes the many recreational and social benefits these special events contribute to the community each year. The City also recognizes that these events can serve as drivers of economic impact; they can also help position Kelowna as a destination of choice for special event organizers and hosting agencies.

Through the permitting process, the City interacts with those special event organizers who require access to city amenities (outdoor) to convene their events. Through this interface and through other, more informal means the City has learned that a number of special event organizers are experiencing difficulties recruiting and retaining sufficient numbers of volunteers. Currently the City has no formal protocol to assist event organizers with this challenge. Recognizing the multitude of benefits that accompany special events in the community, the City of Kelowna has developed the following approach to assist special event organizers with their volunteer challenges. This document describes the City's plan to support volunteerism amongst the various special events in the community.

It is important to note that volunteerism and the issues experienced by voluntary organizations extend beyond special events. While not to minimize these challenges, this program is focussed on the hosting of special events. The program prescribed is voluntary in nature and is intended to support the efforts of the special event organizers. The program is not intended to take over existing volunteer support programs offered throughout the City or have the City assume the direct responsibility for special events' issues. In the future this program is intended to encompass the volunteer programs within the City itself.



There were a number of research components that were implemented to inform this special event volunteer program. These are illustrated in the following diagram. This research is summarized and presented under separate cover in a document entitled “Research Report”.







# PROGRAM FOUNDATIONS

# 2

## PROGRAM FOUNDATIONS

A special event volunteer program could take many different forms. It is important therefore to identify some parameters under which the program has been developed. These parameters or program foundations help delineate the focus of responsibilities—in effect identifying what role the City has in mitigating volunteer related issues regarding the hosting of special events. A goal of the Special Event Volunteer Program is stated below as are several guiding principles.

### 2.1 Special Event Program Goal

The City of Kelowna’s Special Event Volunteer Program will assist special event organizers to more effectively recruit, retain, and generally manage their volunteers. This will contribute to the overall success of the special events and enhance the impacts these events have in the community. Ultimately the sustained successful facilitation of events will:

- Make Kelowna a more attractive city for events.
- Further enhance the quality of life of residents and visitors.
- Provide an economic stimulus to the city.
- Enhance / sustain existing events with value and historical significance to the community.



## 2.2 Guiding Principles

There are a number of principles that guide the implementation of this program and further define the City's contribution to the challenges special event organizers experience with volunteerism.

1. The City of Kelowna is providing tools and supports to the special event organizers to help with recruiting, retaining, and managing volunteers.
2. The special event organizers are responsible for the success of their events including the management of their volunteer programs. While the City will work with the special event organizers to help them address issues and challenges, ultimately the responsibility for the success of the special events resides with the special event organizers.
3. The Special Event Volunteer Program will create capacity amongst the special event organizers through skill enhancement. This will help enable the organizers to more confidently address other challenges encountered when planning and hosting events. As well the capacity built within this group will be applied to volunteerism issues in other circumstances throughout the City beyond special event hosting.
4. The Special Event Volunteer Program will also help develop a community of interest comprised of special event hosting organizations throughout the City. While some organizations may not require any of the tools and supports offered, the network formed in the event hosting community will produce its own ancillary benefits.





# SPECIAL EVENT VOLUNTEER PROGRAM: COMPONENTS

# 3

## SPECIAL EVENT VOLUNTEER PROGRAM: COMPONENTS

In light of the program goal and guiding principles, a Special Event Volunteer Program has been developed with four components. The components are:

1. Online marketplace
2. Training
3. Templates
4. Special event support staff

The program components are separate items that have their own purpose and can stand alone although they are related and can be integrated. Each element is described as follows. Dynamics regarding their implementation are addressed in a subsequent section.

### 3.1 Online Marketplace

The online marketplace is a forum to facilitate the connection of volunteers with volunteer opportunities. The program is voluntary for special event organizers however it does provide one additional mechanism for them to identify and recruit volunteers. For those special event organizations experiencing challenges with recruitment, the online marketplace will be of immediate benefit. The long term success of this marketplace comes as a result of the scale to which it can grow. The more special event volunteer opportunities available in the marketplace, the more potential volunteers will be drawn to the site. The more traffic to the site, the greater the incentive for special event organizers to post volunteer opportunities and get them filled. Certainly efforts will be needed to promote this within both the special event organizer community and through the volunteer community. This marketplace will also help event hosting organizations target volunteers with specific skillsets once the database is populated.

Special event volunteer organizers will post their volunteer opportunities on the online marketplace. The posting will include a description of the event, the timing of the event (date, duration, etc), as well as event contact information. Each opportunity description also needs to include the specific

duties of the position as well as the time commitment. Each event should also identify a volunteer care program (how volunteers will be looked after during the event) and its recognition program. Summary statements regarding the benefits of the event in the community as well as the demographics and market characteristics of expected attendees will also provide information to prospective volunteers.

Potential volunteers can visit the marketplace and browse or search for volunteer opportunities. Fields to enable browsing or searching can include event date, volunteer opportunity duration, event type, location, expected community benefits, volunteer opportunity type among others. Should a volunteer opportunity of interest be found, the potential volunteer can read about the event and the opportunity. Contact information for the event organizers, the volunteer coordinator, or to the event itself will be available so the potential volunteer can directly enquire about the opportunity or apply to volunteer. Should the position be of interest, the potential volunteer can sign-up for that position. This capability will enable the City to monitor the progress of the special events in obtaining volunteers.

As well a potential volunteer can create a profile in the marketplace. This profile will include name, contact information, age, gender, skills, certificates (e.g. food handling, first aid), areas of interest, general availability, and so on. The online profile will be sent to the special event organizer when the volunteer signs up for a position.

**Note:** The volunteer profiles are not searchable by the special event organizers. The personal information only becomes available to the special event organizer if the volunteer sends it to them. The volunteer needs to be made aware of this. The special event organizers need to be apprised regarding the handling and safeguarding of personal information.

The online marketplace will be capable of aligning opportunities to ideal volunteer candidates, using the profiles created by potential volunteers and cross referencing opportunities listed. In fact notifications will be sent out to those with a completed online profile identifying potential opportunities that align with the individual interests, availability and skills. The marketplace will send out notifications through electronic communications (email, social media feeds, etc.) for those that register as new volunteer opportunities become available. Reminders about events as they near could be communicated as well.

With the City having real-time knowledge of the status of the volunteer levels, notifications could be sent out to those registered of the need for volunteers should the event be drawing near. Reminders could be sent out to those already registered. Volunteers can be surveyed after the events to help make improvements. Promoting the successes achieved due to the online marketplace will further enhance usage amongst special event organizers and volunteers.

While this online marketplace will facilitate the connection between potential volunteers and special event organizers, it can also serve as a means to quantify the number of volunteers in Kelowna available for special events and to reach out to willing volunteers. For example, the City could point to this system as a testament to its special event volunteer capacity and capability when bidding on new events.

Because the special events themselves will be communicating to their volunteer bases regarding elements of the program—including the online marketplace—it will be important to have some consistency. Consistency in nomenclature, the use of hash tags, and perhaps timing should be determined.



## 3.2 Templates

The level of knowledge, sophistication and expertise among the special event organizers and volunteer coordinators varies. To assist with the ability of each event organizer to manage their volunteers, a series of tools and templates is provided. The templates would be essentially worksheets that, when completed by the special event organizers and volunteer coordinators, would provide the information to support a volunteer management program. The toolkit of templates would include:

- **Volunteer Application:** this information mirrors that collected in the online marketplace. The application form can be used for individuals not computer literate or by event organizers recruiting at off-site locations. The information collected will provide a description of the skills, background, and interests of each volunteer.
- **Event Overview:** this would guide organizers in compiling a basic description of the event, including details such as the name of event, date and time, location, description of activity, purpose for event, description of participant (target segment), size of event, benefits of the event in the community, etc.
- **Volunteer Job Description:** upon completion by the volunteer coordinator, the description would include skills and aptitudes needed; number of volunteers needed for the task; location; etc. The date and the task as well as the duration of the available shifts are included. The job description should provide as much information as possible to inform the potential volunteer about “what he is getting into”.
- **Volunteer Care and Handling:** this template would ensure there is a description of how the volunteers will be managed on the day of the event—it would most likely be different for the different opportunities. It will speak to the provision of breaks (if necessary) and for food and refreshments. It should note what the volunteers are expected to bring with them (e.g. hat, chair, sun screen), and would identify onsite contacts for the volunteers.
- **Volunteer Recognition:** this template will lead organizers in describing how volunteers will be recognized. This will include both formal and informal mechanisms ranging from the provision of food / refreshments, informal thanks, follow-up regarding the outcome of the event (e.g. \$X was raised towards helping the cause), and event banquets. The types of recognition offered

should be based in part on information gathered from the volunteer profile or through the volunteer survey (and other feedback mechanisms).

- Volunteer recognition is an important albeit difficult exercise. People volunteer for a variety of reasons. These include:
  - » Skill building and personal development
  - » Professional networking
  - » To meet people and connect with community
  - » To support a cause
  - » Interest in an event
  - » Giveaways and tangible return (e.g. entrance to an event, t-shirts)
  - » Enjoyment
- The most effective volunteer recognition program is one that recognizes the motivations of the individual event volunteers and rewards each accordingly.
- **Volunteer Follow-up:** special event organizers need to have a program in place to follow-up with volunteers. This may include outcomes of the event, reporting on the benefits of the event in the community, and notices regarding subsequent events. Timing for these follow-up activities should be noted. The fielding of a feedback survey, should event organizers choose to distribute one, would be included in the follow-up.
- **Volunteer survey:** a template of a questionnaire is available for organizations to use as part of their volunteer follow-up. The questionnaire will probe about the experience of the volunteer leading up to and at the event. Motivations for volunteering and recognition preferences will be asked as well, thereby providing information on which to base future program decisions.

These templates will be available to all special event organizers and would be required from those wishing to post their volunteer opportunity on the online marketplace. As well the appropriate completion of the templates will form an element of the training made available to special event organizers.

## 3.3 Training

For many of the special events, volunteer management is the responsibility of a volunteer. The level of knowledge and experience differs among special events in this regard thus it is important to include a training component as part of this special event volunteer program. While there will certainly be some special event organizers and volunteer coordinators that require little or no training (some are professionals while others very knowledgeable), some training needs to be made available.

Training opportunities are needed to enhance the volunteer coordinator's knowledge at the special events. Specific training topics could include:

- Creating volunteer job descriptions
- Promoting volunteer opportunities
- Care and on-site management of volunteers
- Information management
- Use of the online marketplace
- Recognizing volunteers

Other training that could be made available includes more broad topics such as traffic management, customer service, and so on.





## 3.4 Special Event Support Staff

With the variety of components comprising the Special Event Volunteer Program (online marketplace, training, templates), staff support in their implementation is critical. The City does have outdoor event permitting staff who interact with special events when it comes to securing appropriate permits and permissions. These staff do not have time and are not equipped to assist with the implementation of the elements of the Volunteer Program.

The intent of incremental staff support is primarily to work with special event organizers for the effective use and implementation of the components of this program. There is also a significant responsibility to market and promote the program and its elements to solicit participation and buy-in to the special event organizers and to the volunteer community.

This staff support role would involve liaising with the special event organizers to explain the program, its elements, and its benefits. The support staff will review the information from the event organizers prior to its posting on the online marketplace. The staff will be involved in some direct training, particularly in the use of the online marketplace, and the completion of the templates.

The special event support staff will also foster the spirit of volunteerism within the community and may approach major institutions, corporations, community and not-for-profit organizations to “prime the pump” for participation in volunteer programs for special events.

Through working with special event organizers and their volunteer coordinators, the development and fostering of a community of interest will occur. This may involve the sharing of practices and networking amongst event hosting organizations and individual volunteers.





# IMPLEMENTATION

# 4

## IMPLEMENTATION

The various components of this Special Event Volunteer Program can be implemented through different means but in relatively short timelines. The specific timing will depend on individual circumstance and is outlined in a subsequent table.

Part of the strength of this program is its implementation by the City of Kelowna and the availability of support staff allocated to the Program. The City has a strong brand and is respected for its quality. Its involvement is a proxy for quality which will help recruit organizations and volunteers. As well because of its communications and networking efforts in many other forms, the available means of promotion for this program are many.

The City will be investing significant resources into this program. As such it is important that this investment be recognized. The components of this program should also be branded which will help in the promotions of the program.

Aspects of implementation for each program component are noted below.

### 4.1 Marketing & Communications

The strength from this program will build as the number of special event organizers and individual volunteers use it. The program will be promoted to the broader community by utilizing existing communication channels employed by the City. For example, messages can be posted on the City website and Facebook page. Social media feeds can be utilized (Twitter, RSS feeds, etc.). Other existing channels that may be used include newspaper ads, sign boards ,etc..

While the aforementioned means of promotion will be important and beneficial in informing the community broadly about the program, other methods need to be employed. Meetings and discussions need to be convened with the special event organizers. Through these meetings the elements of the program can be presented and explained. This will not only help ensure the special events are aware of the program but it will serve as an instrument for involvement. The special event organizers will be asked to use their own communication channels to inform the rest of their organizations and their volunteers about the program.

Beyond special event organizers, other entities in the community will be sought out and apprised of the program. As with the special event organizers, it is anticipated that the details of the program will be fanned out to the network of these entities. These organization may include educational institutions (e.g. school jurisdictions, post-secondary institutions); major employers; and a variety of umbrella groups (e.g. Chamber of Commerce, sport associations, office networks). See Appendix A for a more detailed communications plan.

## 4.2 Online Marketplace

Kelowna Community Resources (KCR) currently has a system very similar to what is proposed. In discussions with KCR some interest was expressed in leveraging its online system into one that focusses solely on special events for the City of Kelowna (and maintaining the other portions of the system for themselves). There is the ability to provide access to the marketplace on the City's website and, in effect, separate it from KCR's other volunteer recruitment process. It is important to ensure that this system is accessible on handheld devices.

The availability of this marketplace will be promoted to both event hosting organizations and volunteers. Special event organizations that intend on using the site will need to provide documentation of sufficient quality to satisfy the requirements of the online marketplace at the discretion of the Special Event Support Staff. The use of the tools and templates and associated training will assist with this. Because of its existence with KCR, implementing this online marketplace can occur relatively quickly. A more detailed examination into the capabilities of the system is needed as are further discussions (and negotiations) with KCR. The appearance of the marketplace needs to reflect the City's Volunteer Program brand.

Volunteer Squared is a specialized software that is designed specifically to manage volunteers. It can be used from small programs (40 volunteers) through to extremely large ones (300,000). Based in Hamilton, Ontario, Volunteer Squared offers the City of Kelowna another option besides KCR for its online marketplace ([www.volunteer2.ca](http://www.volunteer2.ca)).



## 4.3 Training

Some specific training will need to be provided and / or coordinated by the Special Event Support Staff. In particular this would involve use of the online marketplace and associated responsibilities. Training in the use of the tools and templates needs to be available as well.

KCR does currently offer some volunteer management training. Other training providers may be available in the community. Where possible, leveraging this existing training is recommended. Doing so would enhance the offerings of KCR and others, build upon existing support structures in the community, and would maximize the time and effort of the staff position. It is important to note that the existing training needs to meet the needs of this program and should not solely be leveraged because of its availability. Discussions with the existing service providers (including KCR) may be needed to ensure training opportunities meet the needs.

## 4.4 Templates

Final versions of the templates need to be developed (examples of these templates are included in Appendix B). The Special Event Support Staff will finalize, and periodically revisit, the templates so they align with the overall program and so they reflect the City's program brand. The templates are available for use by any special event organizers and are part of the toolkit that needs to be submitted by an organization that wants their volunteer opportunities posted on the online marketplace.

## 4.5 Special Event Support Staff

This position has a varied role in its early stages where there is an emphasis on promoting the program. It is not expected that the position will be full time throughout the year. In the early stages of this program, the position can reflect the seasonal nature of the special event calendar, with most events taking place throughout the summer months.

With its promotions and communications role and in the implementation of the templates and the online marketplace, it is anticipated that the position would be 0.5 FTE. In the first year it is expected that the position would be in place from June through to December. In the second year the position would be 0.5 FTE throughout the year. The staffing requirement will continue in this matter as the program unfolds.



## 4.6 Timing & Tasks

In the first year it is intended that the program be structured as a pilot. With the Support Staff position being implemented into the year when many of the special events are underway, the timing works well to pilot the program with a few (2 - 3) special events that occur in the fall. This section presents a prioritized list of tasks that need to be addressed to have this program operational.



TIMING	TASK
April / May	<ol style="list-style-type: none"> <li>1. Set-up Online Marketplace                             <ul style="list-style-type: none"> <li>– Meet with KCR; review Volunteer Squared offer.</li> <li>– Select platform and set-up.</li> <li>– Ensure City IS involvement.</li> </ul> </li> <li>2. Develop Project Branding.                             <ul style="list-style-type: none"> <li>– Working with City Communications.</li> </ul> </li> </ol>
May	<ol style="list-style-type: none"> <li>1. Hire Special Events Support Staff                             <ul style="list-style-type: none"> <li>– Determine status of the position (e.g. contract position or bound by a collective agreement).</li> <li>– Working with the City to post the position, interview, and hire.</li> <li>– In place for June.</li> <li>– Creation of job description.</li> </ul> </li> </ol>

TIMING	TASK
June	<ol style="list-style-type: none"> <li>1. Support Staff to:                             <ul style="list-style-type: none"> <li>– Develop detailed marketing plan.                                     <ul style="list-style-type: none"> <li>» Key messages.</li> <li>» Mediums &amp; timing.</li> <li>» Costs.</li> <li>» Work with City Communications.</li> <li>» Identify 2 - 3 events to participate in pilot.</li> </ul> </li> <li>– Develop / finalize templates.</li> </ul> </li> </ol>
June & Onward	<ol style="list-style-type: none"> <li>1. Implement Marketing Plan                             <ul style="list-style-type: none"> <li>– “Publish” notices &amp; communiqués.</li> <li>– Meet with special event organizers.</li> <li>– Meet with community organizations.</li> </ul> </li> <li>2. Identify Existing Training Opportunities.</li> <li>3. Program Elements Are Operational.                             <ul style="list-style-type: none"> <li>– Support Staff working with special event organizers as part of pilot project.</li> </ul> </li> </ol>

## 4.7 Costs & Timing

To get the program operational will require a greater expenditure in the first year. As illustrated below program costs in the initial year are \$28,083 which increases in the second year attributed to staffing costs for the entire year. As the program becomes a little more established the costs decline slightly from the third year onward. Costs are shown in 2014 dollars.



PROGRAM ELEMENT	2014	2015	2016	2017
ONLINE MARKETPLACE	\$5,000	\$5,000	\$5,000	\$5,000
TRAINING	\$2,500	\$2,500	\$2,500	\$2,500
TEMPLATES	\$3,000	\$2,000	\$1,500	\$1,500
SPECIAL EVENT SUPPORT STAFF	\$14,583	\$25,000	\$25,000	\$25,000
PROMOTIONS & SUPPORT	\$5,000	\$5,000	\$3,000	\$3,000
<b>TOTAL</b>	<b>\$30,083</b>	<b>\$39,500</b>	<b>\$37,000</b>	<b>\$37,000</b>

\* Special event support staff costs based off an annual wage of \$50,000 for 1 FTE

0.5 FTE for 7 months

0.5 FTE

0.5 FTE

0.5 FTE





# EVALUATION



# 5

## EVALUATION

It is important to strive to improve the effectiveness of this program on a regular basis. While it is strongly recommended that each event organizer be encouraged and provided with tools to gather feedback from their volunteers in order to evaluate the success of their events and the volunteer experience provided, it is important that the Special Event Volunteer Program be evaluated on overall Program performance as well.

Through the Special Event Support Staff, ongoing (formative) evaluations will be occurring particularly with special event organizers. On an annual basis the special events that have received services (through online market place, etc.) and the potential volunteers who have logged onto the online market place will be surveyed.

Specific measures to gather to evaluate the success of the Special Event Volunteer Program include the following:

- # organizations using online market place
- # organizations using the tools / templates
- # potential volunteers sign up
- Satisfaction of special event organizers
- Satisfaction amongst potential volunteers
- Tangible and intangible measurement of community benefits from events using the program.





# SPECIAL EVENT VOLUNTEER PROGRAM PLAN



# APPEN



# INDICES

# APPENDIX A

## Communications Plan



### **PURPOSE**

---

The City of Kelowna has developed a volunteer program for special events. The program will be piloted in the summer of 2014. At its essence, the Special Event Volunteer Program includes a number of components that will assist special event organizers with their volunteer challenges. In order for this program to be effective, the community and the special event organizers themselves need to be aware of it and its components.

### **BACKGROUND**

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There are innumerable special events that are convened in Kelowna every year. These events provide many benefits to the residents of the city and also to the visitors who come to Kelowna each year. The city itself accrues some benefits as well due to the hosting of special events. Events can serve as drivers of economic impact; they can also help position Kelowna as a destination of choice for special event organizers and hosting agencies.

Through the permitting process, the City interacts with those special event organizers who require access to city amenities (outdoor) to convene their events. Through this interface and through other, more informal means the City has learned that a number of special event organizers are experiencing difficulties recruiting and retaining sufficient numbers of volunteers. Currently the City has no formal protocol to assist event organizers with this challenge. Recognizing the multitude of benefits that accompany special events in the community, the City of Kelowna has developed a Special Event Volunteer Program to assist special event organizers with their volunteer challenges.

### **BUSINESS OBJECTIVE**

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- To assist the organizers of special events with their volunteer challenges by providing supports.
- To work in partnership with other volunteer organizations.

### **COMMUNICATION OBJECTIVES**

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- To apprise special event organizers of the program and its components.
- To encourage special event organizers to participate in the program.
- To promote the program and its components to the volunteer community and major organizations in Kelowna.
- To encourage residents to utilize the program.

## **KEY AUDIENCES**

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There are two key audiences: special events organizers and potential volunteers. The initial stages of the project will be implemented as a pilot. As such the emphasis, in terms of the special event organizers, will be on a select few special events.

Specifically, the following will be targeted through marketing, media and direct contact:

- Schools - public, post-secondary
- Sporting organizations - coaches and members of sporting organizations
- Service groups - eg: Rotary, Lions, Kinsmen
- Businesses - clubs, companies, chambers, professional and industry associations
- Special events - e.g. Apple Triathlon

## **STRENGTHS, WEAKNESSES, OPPORTUNITIES & THREATS**

---

### **Strengths:**

#### External:

- Many of the special events have been convened in Kelowna for several / many years.
- There are established volunteer pools that many events have.
- Many special events have some level of established processes to recruit, manage, and retain volunteers.
- The program is being introduced as a pilot program. The program is intended to assist special event organizers and build capacity, not to pull the event into the City.

#### Internal:

- The City of Kelowna has established relationships with many special event organizers.
- The City of Kelowna has established relationships with most of the key audiences.
- The City has well established communication channels and methodologies.
- The City has a Communications Department with communications professionals and expertise.
- There is strong internal support (Council and staff) for the implementation of a program to help the special event organizers.
- On-going annual budget of \$50,000 is supported by Council.

### **Weaknesses:**

#### External

- Special event organizers are used to managing their volunteer programs and issues themselves.
- The volunteer community has existing means to identify and secure special event volunteer opportunities.
- The process to recruit, manage, and retain volunteers is varied amongst the special event organizers.
- The season for special events is underway.

#### Internal:

- This is a new program which requires resources to develop awareness.
- Staff will need to be hired and trained before development of templates and procedures.
- Evaluation of online marketplace options takes time.
- Event organizers are currently busy with planning for 2014 events.

## Opportunities:

### External:

- Many special event organizers would benefit from elements of this Special Event Volunteer Program.
- Some volunteers have expressed a need for some components of the program.
- There is a large number of special events in Kelowna.
- Schools (secondary and post secondary) have volunteer programs that would benefit from an established program.
- There is a large volunteer base in Kelowna.

### Internal

- Currently there are a number of Recreation Technicians who have experience with events and volunteers.
- Establishing a volunteer program will highlight Council's support for events.
- Volunteers are utilized in a number of different areas in AL&C and throughout the City. This program could expand to facilitate a much broader scope.
- The City will have a greater level of understanding of the status of each event and its volunteer situation.

## Vulnerabilities:

### External:

- Some special event organizers have established volunteer programs. As such there may be some challenges trying to implement a new program in a manner that does not present problems with existing programs.
- Some special event organizers may not want to adopt components of a new program.
- There are risks involved as organizers - protocols are needed to ensure privacy of information, liability insurance and proper training across the board
- Other community organization (KCR) may be sensitive to this program as it could be perceived as a threat (competition) to what they are doing

### Internal

- Many different event organizers will have access to the program and will have an impact on the image of the City (positive or negative).

## KEY MESSAGES

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### Internal

- The City has heard from event organizers that meeting their events' volunteer needs are often a challenge.
- This volunteer program will provide a consistent method of delivery among events and provide volunteers with a "one stop shop" to all event opportunities.
- Communication between volunteers and event organizers will be enhanced.
- The City permits between 80 to 100 events each year. These add a dynamic element to the vibrant culture of Kelowna. Most rely on dedicated volunteers to deliver the event.
- The Special Event Volunteer Program is being implemented as a pilot project in 2014.
- The City's Special Event Volunteer Program is intended to assist special event organizers with the challenges of volunteer recruitment, management, and retention.



External

- The City of Kelowna is working with Special Event organizers to help them successfully host their events.
- The Special Event Volunteer Program is being implemented as a pilot project in 2014.
- The City’s Special Event Volunteer Program is intended to assist special event organizers with the challenges of volunteer recruitment, management, and retention.
- The Special Event Volunteer Program will be used by special event organizers to help potential volunteers identify appropriate volunteer opportunities.
- The Program will be developing a central “market place” for special event volunteer opportunities.
- The Program will help ensure volunteers have very positive experiences.
- The City of Kelowna values the contribution of special events to the quality of life of residents and visitors.
- The City of Kelowna values the contributions of volunteers in the hosting of special events.

**STRATEGIC CONSIDERATIONS**

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- Work closely with the special event organizers identified to participate in the pilot program.
- A dedicated position is being implemented for this Program. This person will serve as a key resource in the implementation of this plan.

**TACTICS, TIMELINE & RESOURCES**

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Items	Notes	Responsible	Support	Timing	Cost
<b>Internal</b>					
Presentation to Council	Outlining the components of the program and its objectives <i>Inform</i>	Recreation and Cultural Services (RCS)	Communications	May 2014	Internal
Develop project branding	Create a Special Event Volunteer Program workmark.	RCS	Communications	June 2014	Internal
Memo	Communique to City staff about the Program; post on InSites (Corporate News or Staff News) <i>Inform</i>	RCS	Communications	June 2014	Internal
<b>External</b>					
Meeting	Meet with special events identified as pilots <i>Inform, instruct, partner</i>	Recreation and Cultural Services (RCS)		May	Nil

Media release/Media Invite to kick off event	City has a new program to assist special events <i>Inform</i>	Communications	RCS	May	Nil
Web Interface	Develop web interface for the program	Information Services	Rec & Cultural services (RCS); Communications	June	Internal
Social media protocols	Updates and messaging is important. Terminology, timing, and permissions need to be established <i>Inform</i>	RCS	Communications	June	Nil
Ads	Msgs about the program (direct to web for more details) <ul style="list-style-type: none"> <li>• TV Screens at City Hall and others</li> <li>• Municipal page in newspaper</li> <li>• Articles in newspapers / radio / TV</li> <li>• E-Subscribe</li> </ul> <i>Inform</i>	RCS / Communications	Communications	May - July	TBA
Networking / Meetings	Present benefits and program elements. Meet with: <ul style="list-style-type: none"> <li>• Central Okanagan School District</li> <li>• Okanagan College</li> <li>• UBC</li> <li>• Chamber of Commerce</li> <li>• Major employers</li> <li>• Sport organizations</li> <li>• Service clubs</li> <li>• Other volunteer coordinators</li> </ul>	RCS		June - Dec	Nil

	(Telus Pioneers, Kelowna Hostesses) • KCR <i>Inform, instruct, partner</i>				
Attend Outside Events	Volunteer Fair - this is where the kick off announcement should be (have discussions with KCR)  Booth set up at Festivals Kelowna events <i>Inform, instruct</i>	RCS	Communications	May - Dec	

## RECOMMENDATION

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### Track Networking / Meetings

It is recommended that a database is started to track the activity around promotion of the program. It should include: organization name, date, number of people in attendance.

## EVALUATION

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- # of website hits
- # of meetings during which the program is promoted
- # calls / contacts received at the City asking about the program
- # of media stories / enquiries
- # of people receiving the message (e.g. attendance at a Chamber meeting for example)
- General interest expressed in the program
- Level of support from pilot special event organizers
- # of shares/retweets from social media
- # of volunteers signing up/increase in volunteer #'s

## APPROVALS

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\_\_\_\_\_

The above level plan was **approved** by Sxx Msss, Recreation Technician  
on \_\_\_\_\_, 2014.

## NEXT STEPS

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- Details regarding specific communication activities need to be developed prior to implementation. For example the content for meetings with the special event organizers, for social media, etc needs to be developed based on the key messages, context, etc.
  - Mechanisms to develop include FAQs, brochures, flyers, sign up forms etc.
- Program staff will need to develop protocols for the special events in terms of access to online market place, training, job descriptions, etc (as outlined in the Strategy).
  - The Strategy includes template examples - these will need to be addressed and finalized. Additional materials will need to be developed by the staff person.
- The communications plan should be updated in 2015 as the Strategy's implementation enters its second year. Details of the plan will be dependent upon the successes and experiences (of all stakeholders) in the first (pilot) year.
- Investigation of impact of privacy laws needs to take place. Careful collection, storage and management of personal information needs to be implemented.

# APPENDIX B

## Templates

# Volunteer Application

PAGE 1 OF 2



## 1. Personal Information: Please provide us with some information about yourself.

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Gender:  Male  Female

## 2. Special Skills: Please indicate your special skills (please check [ ✓ ] all that apply).

Accounting  
 Legal  
 Construction  
 Computer Skills  
 Drawing / Painting  
 Other Language (please specify) \_\_\_\_\_

## 3. Career History: Please list your current and previous career history with job title and primary responsibilities

<i>Position</i>	<i>Responsibilities</i>
_____	_____
_____	_____
_____	_____
_____	_____

## 4. Event Preferences: What types of special events would be consider for a volunteer opportunity? (Please check [ ✓ ] all that apply.)

Music / Concert  
 Sporting Event  
 Cultural Event  
 Child-focussed Event  
 Animal-focussed Event  
 Other: \_\_\_\_\_

# Volunteer Application

PAGE 2 OF 2



**5. Role Preferences:** What types of volunteer roles would you consider? (Please check [  ] all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Event set-up / or tear-down  | <input type="checkbox"/> Food services (serving, preparing)                    |
| <input type="checkbox"/> Coordinating or training other volunteers<br>(e.g. team leader, direction of other volunteer groups) | <input type="checkbox"/> VIP hosting<br>(e.g. sponsors, special guests)        |
| <input type="checkbox"/> Volunteer recruitment  | <input type="checkbox"/> Crowd management / security                           |
| <input type="checkbox"/> Media / public relations   | <input type="checkbox"/> Cash handling<br>(e.g. ticket or merchandise selling) |
| <input type="checkbox"/> Promotions & marketing<br>(e.g. pre-event information booths in the mall)                            | <input type="checkbox"/> Participant registration                              |
| <input type="checkbox"/> Directing participants<br>(e.g. course marshalling)  | <input type="checkbox"/> Officiating / scoring (during event)                  |
| <input type="checkbox"/> Event Planning   | <input type="checkbox"/> Board positions                                       |

**6. Availability:** Generally, what is your availability?

- 6a.  Spring (March - May)  
 Summer (June - August)  
 Fall (September - November)  
 Winter (December - February)

6b.

	Morning (Before Noon)	Afternoon (Noon - 6:00 p.m.)	Evening (After 6:00 p.m.)
Monday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tuesday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wednesday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thursday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Saturday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sunday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Event Overview



**Name of Event:** \_\_\_\_\_

**1. Description of Event** (Identify primary activities that comprise the event from a participant and spectator perspective.)

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**2. Date** (Note if there are different dates for different event components.)

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**3. Time** (Note if there are different times for different event components.)

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**4. Location** (Note if there are different locations for different event components)

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**5. Event Purpose** (Note the primary purposes for hosting the event. For example, is this a fundraiser for a cause, etc)

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**6. How large is it expected the event to be?** (Consider the number of participants, number of spectators, etc)

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**7. What benefits will the broader community accrue due to this event?**

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# Volunteer Job Description



**Volunteer Position:** \_\_\_\_\_

1. Purpose of the Position:

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2. Specific Duties & Responsibilities:

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3. Qualifications (skills required):

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5. Training Provided:

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5a. Date

5b. Time

5c. Duration

---

6. Location:

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7. Number of volunteers for this position:

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8. Training / Orientation Provided:  Yes  No

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# Volunteer Care & Handling



**Name of Event:** \_\_\_\_\_

1. Complete the table showing specific training & orientation activities and the accompanying details.

TRAINING / ORIENTATION ACTIVITY	VOLUNTEER GROUP	PURPOSE	CONTENT	TIMING

2. Provision for Breaks:

\_\_\_\_\_

\_\_\_\_\_

3. Onsite Benefits (Identify the benefits and perks for the volunteer during his time. This could include free meals and refreshments, or attendance at a performance.)

_____	_____
_____	_____
_____	_____

4. Volunteer Supplies (What items should the volunteer bring? E.g. sunscreen, a hat, water bottle.)

_____	_____
_____	_____
_____	_____

3. Event Contact Information (Provide the name and contact information the volunteer can use onsite.)

Name: _____	Address: _____
Phone 1: _____	_____
Phone 2: _____	_____
Email: _____	_____

# Volunteer Recognition



**Name of Event:** \_\_\_\_\_

1. Describe any tangible rewards that volunteers will be provided with. (Ensure to identify what is provided onsite at the time of volunteering compared to those items provided prior to and afterwards)

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2. What follow-up will be provided to the volunteers?

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3. Describe informal and intangible reward elements that volunteers will receive.

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# Volunteer Follow-Up



**Name of Event:** \_\_\_\_\_

1. Complete the table showing specific volunteer follow-up activities and the accompanying details.

FOLLOW-UP ACTIVITY	PURPOSE	KEY MESSAGES	TIMING	TARGET VOLUNTEER GROUP	RESPONSIBILITY

# Volunteer Survey

PAGE 1 OF 2



**Name of Event:** \_\_\_\_\_

1. What volunteer task did you perform during the event?

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2. How did you first learn about this volunteer opportunity?

Online marketplace

City's website

Event's website

TV / radio

From a friend

Personal experiences

Other (please specify) \_\_\_\_\_

3. What motivated you to volunteer with this special event?

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4. How satisfied were you with your overall experience?

Very Satisfied

Somewhat Satisfied

Neutral

Somewhat Dissatisfied

Very Dissatisfied

# Volunteer Survey

PAGE 2 OF 2



**5. Please rate your satisfaction with the specific elements of your volunteer experience.**

Use a scale of 1 - 5 where 1 = very satisfied and 5 = very dissatisfied. Please circle your response.

How satisfied are you that...

- |   |   |   |   |   |   |
|---|---|---|---|---|---|
| A) ... the description of the task matched your volunteer experience. | 1 | 2 | 3 | 4 | 5 |
| B) ... you were provided with sufficient training to do the job.      | 1 | 2 | 3 | 4 | 5 |
| C) ... you were thanked appropriately for your time and efforts.      | 1 | 2 | 3 | 4 | 5 |
| D) ... your participation was valuable to putting on the event.       | 1 | 2 | 3 | 4 | 5 |
| E) ... the volunteer shift length was appropriate.                    | 1 | 2 | 3 | 4 | 5 |

**6. How likely is it that you would volunteer again during this special event?**

Very Likely

Somewhat Likely

Neutral

Somewhat Unlikely

Very Unlikely

**7. Please describe your preferences for rewards and acknowledgement.**

(This could include give aways, banquets, thanks at the event, etc)

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**8. Please use the following space to provide any other comments about your volunteer experience at this special event.**

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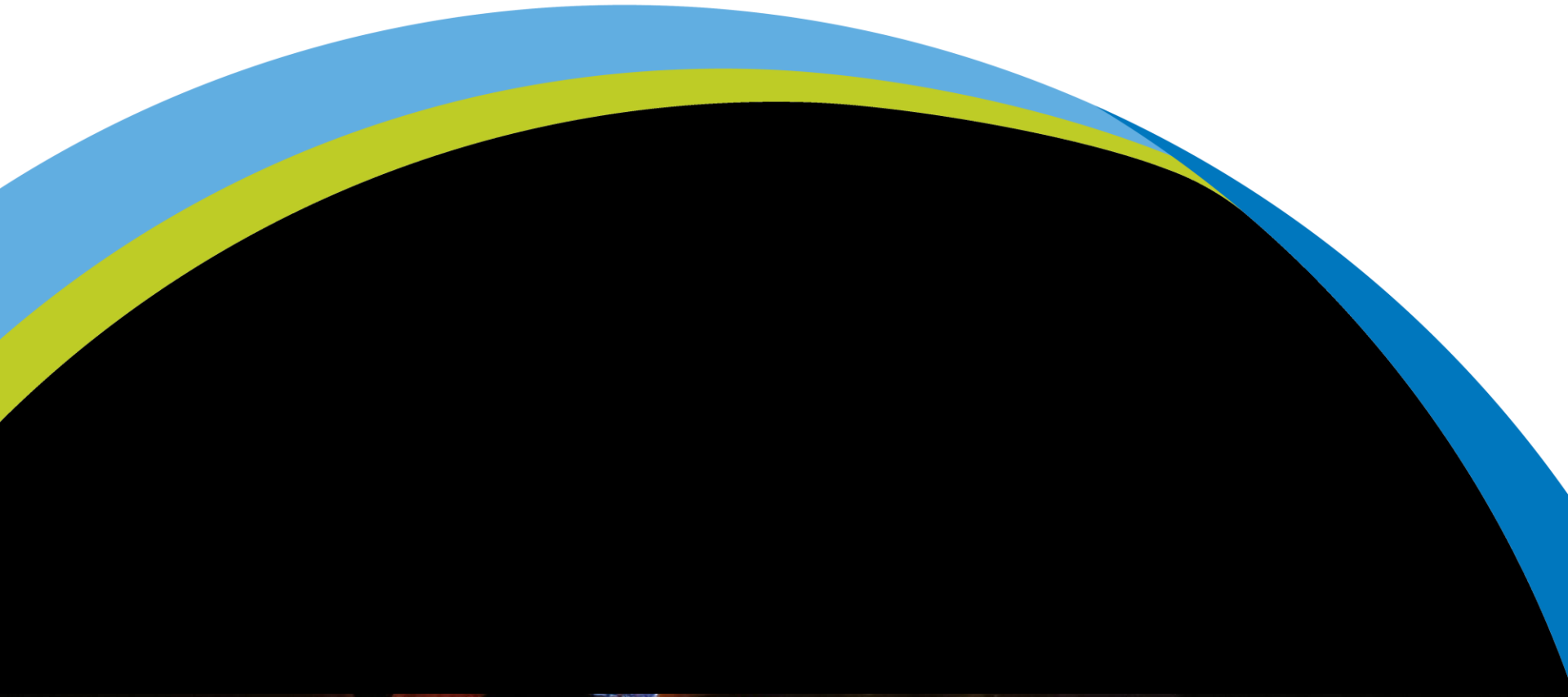
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# OUTDOOR EVENTS

2017





# BACKGROUND



NEW YORK NEW YEARS

- 150+ EVENT PERMITS ISSUED
  - RACES
  - FESTIVALS
  - CELEBRATIONS
  - FUNDRAISERS
  - PARADES
  - FILM

# FESTIVALS

CANADA DAY



RIBFEST



OKANAGAN PRIDE  
FESTIVAL



GREAT OKANAGAN BEER FEST



CENTER OF GRAVITY  
122

# COMMUNITY EVENTS



# COMMUNITY EVENTS



PLAY ON! HOCKEY



CHERRY BLOSSOM TRIATHLON



KELOWNA FARMERS' MARKET



T-BIRD SHOW & SHINE

# LONG-TIME EVENTS



RUTLAND MAY DAYS



KNOX MOUNTAIN HILL CLIMB



ACROSS THE LAKE SWIM

# NEW EVENTS

WORLD WAKE SURFING CHAMPIONSHIPS



DIRTY PHIL GRAVEL FONDO



**SKI2TREE** 

# CANADA 150



CANADA 150



CANADA 150



# 2017 INITIATIVES



OUTDOOR  
EVENT  
COMMITTEE

FILM  
GUIDELINES

VOLUNTEER  
PROGRAM



# CHALLENGES



EVENT COSTS

EVENT SPACE

# 2018 PLANS



RESOURCE CENTER

MAJOR EVENT  
PROCUREMENT

# QUESTIONS?



RUN FOR THE CURE

# Report to Council



**Date:** November 27, 2017  
**File:** 1200-90  
**To:** City Manager  
**From:** Tracy Guidi, Sustainability Coordinator  
**Subject:** Climate Action Plan Update: Draft Recommended Actions and Targets

---

## **Recommendation:**

THAT Council receives, for information, the report from the Sustainability Coordinator dated November 27, 2017, with respect to the Community Climate Action Plan Update.

AND THAT Council directs staff to advance the development of the Community Climate Action Plan based on the targets and recommended actions outlined in the report from the Sustainability Coordinator dated November 27, 2017, with respect to the Community Climate Action Plan Update.

## **Purpose:**

To obtain Council's feedback on the draft recommended actions and targets for the Community Climate Action Plan Update prior to stakeholder and public engagement.

## **Background:**

In 2017, Kelowna experienced one of its most extreme weather years on record. Record levels of spring precipitation led to historic flooding of Okanagan Lake, Mission Creek and Mill Creek, impacting approximately 3,200 residents in the community. This was followed by one of the hottest and driest July and August on record<sup>1</sup>, factors contributing to a devastating wildfire season and the community blanketed in smoke. As global greenhouse gas (GHG) emissions continue to grow, these types of extreme weather events are expected to occur more regularly.

The release of greenhouse gas emissions and the resulting impacts on the climate have consequences for Kelowna's economies, ecosystems and social well-being. Municipalities have the ability to influence and lead GHG reductions through land use planning, transportation options, building requirements and waste services. Moving towards a low carbon community helps create a city that Kelowna residents want to live in, as heard through Imagine Kelowna, a city that takes leadership on climate, transportation, urban sprawl, housing and the environment.

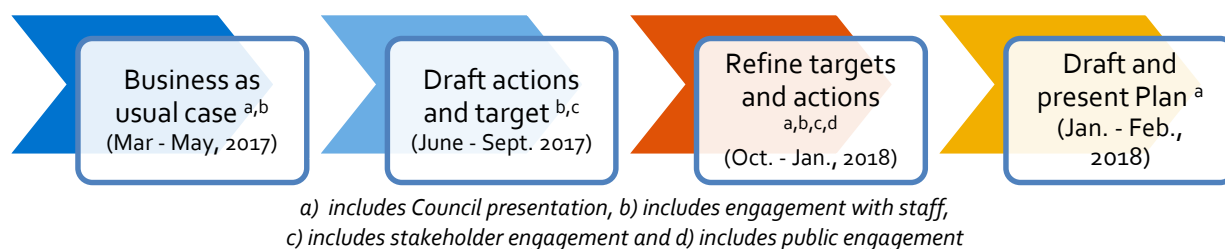
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<sup>1</sup> Hottest, driest on record, Sep 1, 2017. <https://www.castanet.net/news/Kelowna/205602/Hottest-driest-on-record>

Updating Kelowna’s current Climate Action Plan examines *mitigation* options, those actions that can be taken to reduce GHG emissions to limit the extent of climate change. Developing the Plan requires understanding the current state, assessing actions that can be undertaken and how those actions reduce GHG emissions and energy use. The Plan will also position the City to take advantage of forthcoming Federal funding for green infrastructure and other initiatives. The Plan does not take into account what the City needs to do to *adapt*, or prepare for climate change impacts that are anticipated regardless of local efforts to reduce GHG emissions over the coming decades.

Initiated in the spring of this year, the Community Climate Action Plan Update adheres to the planning process illustrated in Figure 1:

Figure 1: Community Climate Action Plan Update Planning Process

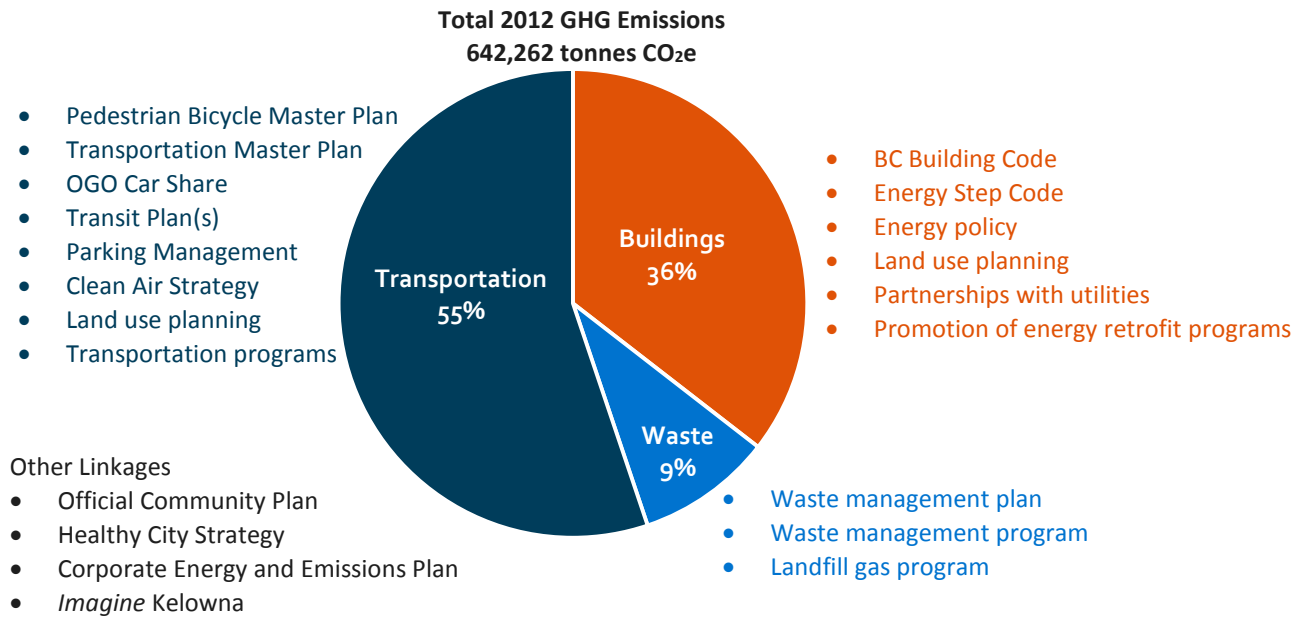


### Current State

Based on the most recent provincial Community Energy and Emissions Inventory (data from 2012), Kelowna’s community greenhouse gas emissions are over 642,000 tonnes<sup>2</sup>, with the bulk of emissions coming from vehicles (55 per cent), followed by buildings (36 per cent) and waste (9 per cent). These emissions represent a 3.5 per cent decrease from the 2007 baseline (equivalent to 12 per cent per capita reduction). The Community Climate Action Plan (CCAP) update will set out strategic directions and actions to mitigate Kelowna’s contribution to climate change. As illustrated in Figure 2, the City has abundant opportunities to influence emissions in all three sectors:

<sup>2</sup> The Province provides [Community Energy and Emissions Inventories \(CEEI\)](#) for local governments to track progress. The 2012 data release failed to include transportation emissions outside the lower mainland due to challenges in the data. Staff have worked with a consultant to estimate on-road transportation sector using pump fuel sales.

Figure 2: City of Kelowna Community GHG Emissions and Climate Connections



### Draft Actions

Kelowna businesses and residents spent over \$341 million on energy in 2012 (approximately \$2,900 per capita). With rising electricity and oil costs, these expenditures are expected to increase. Supporting actions that encourage energy conservation and efficiency, changes to transportation and encouragement of renewable energy will not only reduce emissions, but will also reduce personal energy costs and redirect these savings to the local economy.

Over the past few months, Policy and Planning, along with the project’s consultant, Community Energy Association, have been engaging staff from a variety of departments to identify actions to reduce the community’s greenhouse gas emissions.

For the Community Climate Action Plan update, actions have been drafted in key categories where the City can show leadership and provide opportunities for the community to take action (see Appendix A: Draft Recommended Actions):

1. **The Way We Get Around** – providing options to reduce reliance on single occupant vehicles and accelerate transition to low carbon transportation options.
2. **The Energy We Use in Our Buildings** – improving energy performance and reducing GHG emissions in new and existing buildings.
3. **The Waste We Create** – increasing the diversion of waste from the landfill.
4. **Planning Our Community** – managing energy and emissions by focusing growth in urban areas so residents and workers are located closer to transit and services.
5. **Encouraging Renewable Energy** – encouraging the use of renewable energy alternatives.
6. **Other** – actions that support Kelowna moving towards a low carbon future.
7. **Ambitious Actions** – these are actions are ambitious in nature and have not been incorporated into the emission reduction model for analysis. While immediate results may not be noticed, adopting these actions early provide long term benefits.

Actions in each category are classed as:

- **Actions in progress** – these actions have already been initiated and will continue to be implemented over the span of the Community Climate Action Plan Update.
- **Actions to implement** – these actions are recommended to be executed as part of Community Climate Action Plan implementation and staff and/or resources are available to support the implementation.
- **Actions to investigate** – these actions require further investigation to fully assess the staff and financial resource implications before implementation.
- **Actions to support** – these are led by external organizations and the City would support.

Based on the actions drafted, the Community Energy Association (CEA) used their QuickStart model to estimate the potential greenhouse gas reductions that could be achieved over the next five years. Developed in 2010 on behalf of BC Hydro and used by approximately 60 communities to date, the QuickStart model builds on existing information including population data, provincial community energy and emissions inventory data, and a comprehensive list of practical actions a local government can take to reduce energy and emissions. The model includes formulas to estimate the impact of each action based on CEA knowledge and research.

Implementing the recommended actions over the next five years, it is estimated that the community will be able to achieve an absolute GHG reduction of 4 per cent below 2007 levels by 2023. While some of these actions are regulatory in nature (e.g. implementing an anti-idling bylaw), other actions rely on community behavioral shifts as the City provides more opportunities for residents to lead a low carbon lifestyle (e.g. expansion of the pedestrian and bicycle networks, or more transit opportunities).

As Kelowna continues to grow, the application of smart growth principles<sup>3</sup> through policy will be crucial, and while it may not have immediate, measurable effects, it will mitigate the long-term growth in greenhouse gas emissions. Examples of other actions that are expected to show measurable reductions in energy and GHG emissions over the next five years include:

- Develop a community electric vehicle strategy (Action T4)
- Implement the capital projects of the Pedestrian and Bicycle Master Plan (Action T2)
- Adopt an anti-idling bylaw (Action T7)
- Continue improving public transit service delivery (Action T3)
- Community Energy Retrofit Strategy (Action B2)
- Energy Step Code Strategy (Action B3)
- Implement the draft 2017 Solid Waste Management Plan to achieve a per capita disposal rate of 600 kg per capita by 2022. (Action W1)

### Draft Target

On May 8, 2017 workshop, Council provided input on the direction for an update to Kelowna's Community Climate Action Plan. Council directed Staff to move forward with two underlying themes. First, develop short-term targets that are **realistic and pragmatic**, to ensure that the community can achieve the established targets and demonstrate incremental progress and success. Secondly, to

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<sup>3</sup> The 10 principles of Smart Growth include: housing choice; vibrant, walkable complete communities; smart building design; renew existing communities; green infrastructure; green space, farmland and ecologically sensitive areas; broad-scale, integrated planning; transportation options; community involvement; and focus on implementation. Smart Growth Canada Network, [http://www.smartgrowth.ca/home\\_e.html](http://www.smartgrowth.ca/home_e.html)

ensure that **bold leadership** is still present in the Plan, and that the City is positioned to be a leader and not passing the monumental responsibility to future generations. Accordingly, Staff have developed two target streams: one is the short term, pragmatic target that recommends early actions to achieve a 5-year reduction GHG target. The second is a longer term, aspirational target, which takes the long view and sets in motion many decades of progressive shifts.

The draft actions build on work accomplished over a number of years at the City and provide a path forward to achieve our GHG reduction target. As strategies and technologies continue to evolve and new possibilities and partnerships emerge, the Community Climate Action Plan will be a guide to that end goal with interim targets.

The targets recommended by staff reflect the City's efforts to define an assertive and pragmatic low-carbon path that will slow emissions growth. Including a per capita target, as well as a community absolute target, demonstrates that because of the community's considerable population growth, a short-term pragmatic target is still a large per capita reduction in GHG emissions. The targets also move the City towards a long term aspirational target aligned with the Province<sup>4</sup> and other BC municipalities:

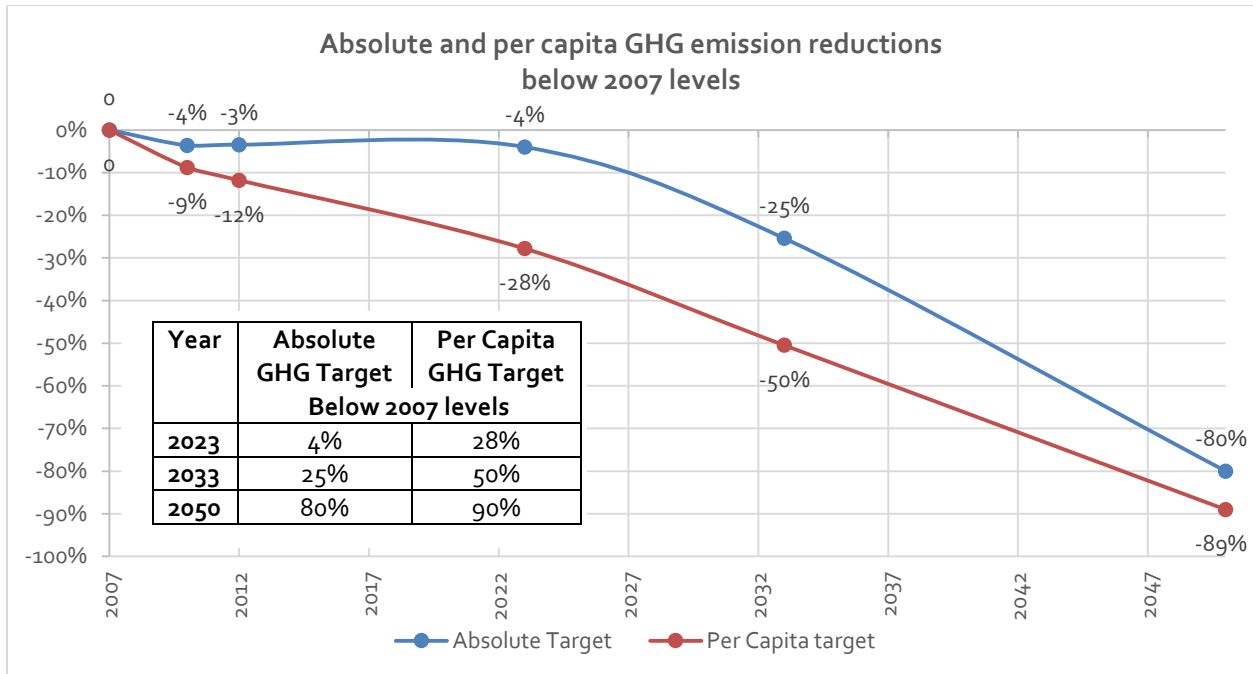
- **4 per cent below 2007 levels by 2023 (equivalent to 28 per cent per capita reduction)** - based on the model results of the emission reductions that can be achieved by implementing the draft actions over the next five years.
- **25 per cent below 2007 levels by 2033 (equivalent to 50 per cent per capita reduction)** – based on incremental steps to achieve the long term target as it is anticipated significant technological advances will accelerate progress.
- **80 per cent below 2007 levels by 2050 (equivalent to 90 per cent per capita reduction)** – target is aligned with the Provincial Climate Leadership Plan target, which recognizes that “the pathway to that goal is not always clear, as true sustainability means balancing environmental, economic and social concerns.... There is no silver bullet here — real climate action demands careful planning, a flexible approach, and coordination.”<sup>5</sup>

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<sup>4</sup> Province of BC, 2016. BC Climate Leadership Plan, 2050 emissions reduction target of 80 per cent below 2007 levels.

<sup>5</sup> Province of BC, 2016. BC Climate Leadership Plan, page 44





These interim targets put the City on an incremental journey to achieve the ultimate goal of reducing GHG emissions by 80 percent by 2050. It is recognized that this path may not be able to be solved with current technology and regulations, however, the actions taken over the next five years will influence the greenhouse gas emissions of our community for decades to come. Further, there are many initiatives on the horizon that could be major game changers in reducing greenhouse gas emissions in the next few decades including:

- An increase in the proportion of electric vehicles on the road as more automakers make commitments to reduce reliance on fossil fuels and these vehicles become mainstream in the market place;
- Introduction and growth of driverless shared vehicles (some predict that fully automated vehicles will become the prevailing mode of urban transportation by the 2030s<sup>6</sup>);
- Urban centres will continue to densify resulting in a reduced carbon footprint; and
- All new buildings will be required to be Step 5 of the Energy Step Code (net zero energy ready) by 2032 and older building stock will start to be replaced with energy efficient buildings.

**Next Steps:**

After obtaining Council’s input, staff and the consultant will initiate engagement to gather input on the target and actions, and determine other actions that could be taken in the community to reduce greenhouse gas emissions. Engagement will include:

- Stakeholder Engagement (November, 2017)
- Community Engagement (January, 2018)

<sup>6</sup> University of Toronto Faculty of Applied Science and Engineering, 2015. Driving Changes: Automated Vehicles in Toronto, page 20.

After gathering input from stakeholders and the public, staff and the consultant will draft the Community Climate Action Plan update. Once the draft plan is complete, staff will report back to Council.

Concurrently, a Community Energy Specialist is being hired to begin work on several of the actions including an Energy Step Code Strategy and Community Energy Retrofit Strategy with a grant from FortisBC's Climate Action Partners Program.

### **Conclusion:**

The decisions made by Council today will have long term impacts on Kelowna's GHG emissions. Formulating policy and corresponding decisions that support the car culture and sprawl sets Kelowna on a path for continual increases in greenhouse gas emissions for decades to come as demonstrated through research recently completed by UBC.<sup>7</sup> However, choosing to make progressive and bold decisions early will allow Kelowna to reap the benefits of reduced emissions and lower energy costs for decades to come and influence decisions for the next generation. Ideas include:

- Endorse steps of the Energy Step Code early – so that the thousands of buildings constructed between now and 2032 (when the Province fully implements the Energy Step Code) incorporate efficiency measures which will have lasting impacts to building performance.
- Say no to development in the fringe – a compact efficient city, with a corresponding transportation system has lighter environmental footprint and is economical to operate and maintain.
- Higher investment into alternative transportation – prioritize alternative modes of transportation through proximity, concentration and urban design.

The City can provide leadership, but it is up to everyone, citizens, businesses, senior governments, to do their part, to rethink, re-evaluate, and re-imagine the way they lead their lives to make the commitment to making the planet a better place for future generations. Moving towards a low carbon future is a monumental challenge, but cities leading the way will benefit in terms of creating a community that is vibrant, responsible and sustainable. It also provides hope that tomorrow will be at least as good as today.

### **Internal Circulation:**

Divisional Director, Community Planning and Strategic Investments  
Divisional Director, Infrastructure  
Infrastructure Operations Department Manager  
Integrated Transportation Department Manager  
Development Services Director  
Community Planning Department Manager  
Strategic Transportation Planning Manager  
Energy Program Manager  
Fleet Services Manager  
Infrastructure Engineering Manager  
Manager, Parks & Buildings Planning  
Manager, Parks Services  
Suburban and Rural Planning Manager

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<sup>7</sup> The University of British Columbia, Okanagan Campus. Investigating the Impacts of Urban Densities on City of Kelowna's GHG Emission Targets, 2016.

Utility Services Manager  
Parking Services Manager  
Transportation Planner  
Communications Advisor  
Environmental Technician II  
Term Appointment

**Existing Policy:**

- OCP Objective 6.2 “Improve energy efficiency and reduce community greenhouse gas emissions.”
- OCP Policy 6.2.1 GHG Reduction Target and Actions. The City of Kelowna will, in partnership with: senior governments; local residents and businesses; NGOs; external agencies; and utility providers, work towards reducing community greenhouse gas emissions by 33% (from 2007 levels) by 2020.

The City of Kelowna’s efforts will be focused on creating more mixed use neighborhoods (as identified on the OCP Future Land Use map) and on ensuring that residents can conveniently and safely travel by bus or by foot, bicycle and other forms of active transportation to get to major community destinations while ensuring the efficient movement of goods and services.

The City will support the reduced use of fossil fuels in buildings by encouraging renewable energy supplies, district energy systems and energy efficient technologies in new and existing buildings. By working with senior government partners, regulated utilities and others, the City will lead through example and strive to meet the BC Climate Action Charter targets for the reduction of GHG emissions from municipal infrastructure.

The City of Kelowna also has a Corporate Energy and Emissions Plan that focusses on corporate greenhouse gas emissions. It should be noted that Building Services also plans to update the City’s Corporate Energy and Emissions Plan later this year, focusing on opportunities to reduce energy and emissions in City facilities and fleet, while positioning the City as a leader in climate mitigation in the community.

- Corporate Greenhouse Gas Emissions include the GHG emissions from the City of Kelowna’s corporate fleet and buildings (i.e.: City Hall). Corporate GHG emissions are estimated to be approximately 1% of the total emissions for Kelowna.
- Community Greenhouse Gas Emissions refer to the GHG emissions from Kelowna’s residents and businesses and include transportation, buildings and waste. Community GHG emissions are estimated to make up 99% of the total emissions for Kelowna.

**Financial/Budgetary Considerations:**

The cost to complete the Community Climate Action Plan update is \$45,000. The City of Kelowna acknowledges the support of FortisBC, who granted \$22,485 towards the project. The remaining funds will be covered through existing budgets. It should be noted that the FortisBC grant is time sensitive and the final report is required by March 31, 2018.

**Considerations not applicable to this report:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Personnel Implications:**  
**External Agency/Public Comments:**  
**Communications Comments:**  
**Alternate Recommendation:**

Submitted by:

Tracy Guidi, Sustainability Coordinators

Approved for inclusion:



**DNB**

cc:

Divisional Director, Community Planning and Strategic Investments Divisional Director, Infrastructure  
Infrastructure Operations Department Manager  
Integrated Transportation Department Manager  
Development Services Director  
Community Planning Department Manager  
Strategic Transportation Planning Manager  
Energy Program Manager  
Fleet Services Manager  
Infrastructure Engineering Manager  
Manager, Parks & Buildings Planning  
Manager, Parks Services  
Suburban and Rural Planning Manager  
Utility Services Manager  
Parking Services Manager  
Transportation Planner  
Communications Advisor  
Environmental Technician II  
Term Appointment

## Appendix A: Draft Recommended Actions

The recommended actions below have been developed through:

- Best practices review
- Staff consultation including the following departments: Integrated Transportation, Building Services, Community Planning, Infrastructure Engineering, Building and Parks Planning, Utility Services, Fleet Services, Building and Entrepreneurial Development, Parks Services, Strategic Initiatives, and Purchasing.
- FortisBC consultation on those actions in their service area (i.e. actions related to building energy use, electric vehicles and renewable natural gas).

The actions presented are under seven categories:

1. **The Way We Get Around** – providing options to reduce reliance on single occupant vehicles and accelerate transition to low carbon transportation options.
2. **The Energy We Use in Our Buildings** – improving energy performance and reducing GHG emissions in new and existing buildings.
3. **The Waste We Create** – increasing the diversion of waste from the landfill.
4. **Encouraging Renewable Energy** – encouraging the use of renewable energy alternatives.
5. **Planning Our Community** – managing energy and emissions by focusing growth in urban areas so residents and workers are located closer to transit and services.
6. **Other** – actions that support Kelowna moving towards a low carbon future.
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4. **Actions to support** – these are led by external organizations and the City would support.

## The Way We Get Around

Action #	Action
<b>Actions in progress</b>	
T1	Implement policy actions from the Pedestrian and Bicycle Master Plan.
T2	Implement capital projects from the Pedestrian and Bicycle Master Plan.
T3	Continue improving public transit service delivery.
<b>Actions to implement</b>	
T4	Develop a community wide electric vehicle strategy including standards for City capital (i.e. parkades, parks, facilities) and development projects to include EV technology and infrastructure.
T5	Update the Zoning Bylaw to restrict drive through uses in all applicable zones (include food, financial institutions, pharmacy, liquor).
T6	Enhance Travel Demand Management Programs.
T7	Implement an anti-idling bylaw as outlined in the Clean Air Strategy.
T8	Implement OCP Policy 7.11.1 to "work towards a pricing structure where the cost of parking for an hour at a municipality facility exceeds the price of a single transit trip."
<b>Actions to investigate</b>	
T9	Investigate options to integrate alternative fuels into fleets such as: <ul style="list-style-type: none"> <li>• City fleet</li> <li>• City contracted services and/or</li> <li>• BC Transit</li> </ul>
T10	Investigate options for a regional fuel tax to support the expansion and improvement of the regional transit system and/or alternative forms of transportation as part of the Sustainable Transportation Partnership of the Central Okanagan (STPCO) and/or the Regional Strategic Transportation Plan.
T11	Investigate the potential for a community bike share system.
<b>Actions to Support</b>	
T12	Support car sharing.
T13	Support ride sharing.

## The Energy We Use in Our Buildings

Action #	Action
<b>Actions to Implement</b>	
B1	Partner with FortisBC on delivery of programs.
B2	Develop a community energy retrofit strategy including regulation and incentives to encourage existing building stock to become more energy efficient.
B3	In 2018, develop a strategy for implementing the new Step Code using a combination of education, incentives and regulations to ensure the City is a leader. Investigate options to encourage building to Energy Step Code 5 such as relaxing side yard setbacks in the Zoning Bylaw and building permit fee rebates
<b>Actions to Investigate</b>	
B4	Investigate updating the OCP Development Permit Guidelines to be more inclusive building energy efficiencies.

## The Waste We Create

Action #	Action
<b>Actions to Implement</b>	
W1	Implement the 2017 Solid Waste Management Plan (upon Ministry approval) to achieve its targets of 50 per cent waste diversion rate by 2022 and the RDCO to achieve an average municipal solid waste disposal rate of 600 kilograms per capita by 2022 (down from 680kg in 2014).

## Planning Our Community

Action #	Action
<b>Actions to Implement</b>	
LU1	Amend the Zoning Bylaw to establish updated parking minimums and maximums to discourage more parking than is required.
LU2	Apply an infrastructure cost analysis (such as the Community Lifecycle Infrastructure Costing (CLIC) tool) to major OCP amendments and ASP applications, providing both upfront capital costs and ongoing operational costs.
LU3	As part of the OCP Update, reinforce the Permanent Growth Boundary.
LU4	Coordinate land use and transportation planning through the OCP, Transportation Master Plan and the Regional Strategic Transportation Plan updates to ensure policy and actions make it easier for people to choose sustainable travel modes.
<b>Actions to investigate</b>	

LU5	Investigate options to amend OCP policy and Zoning regulations for shared parking facilities in new and existing developments to maximize development potential and land use optimization in urban areas.
LU6	Investigate options to uncouple parking tenure from unit tenure in developments.
LU7	Investigate amendments to Bylaw 7900 Subdivision, Development and Servicing Bylaw to include pedestrian circulation and connectivity requirements to implement OCP Policy 7.8.4 "Promote mid-block pedestrian linkages between buildings in Urban Centres."

## Encouraging Renewable Energy

Action #	Action
<b>Actions to investigate</b>	
RE1	Investigate opportunities to increase both supply and demand of Renewable Natural Gas.

## Other Actions

Action #	Action
<b>Actions in progress</b>	
O1	Implement the Urban Forestry Strategy to achieve the target of 20% tree canopy cover.
O2	Implement the actions of the 2017 Agriculture Plan to increase and encourage local food production.
O3	Continue to implement the actions of the Clean Air Strategy.
<b>Actions to implement</b>	
O4	Amend the landscape regulations in both Zoning and Subdivision Bylaws to include tree replacement requirements.
<b>Actions to investigate</b>	
O5	Investigate options to fund climate action initiatives.
O6	Investigate developing a Climate Adaptation Plan to proactively prepare for anticipated changes in local climate.
O7	Investigate options to imbed energy and greenhouse gas emissions objectives into the City's systems, programs, business services and delivery of infrastructure.
O8	Investigate doing a Green Economy Study on how Kelowna could attract and develop more clean tech jobs and businesses.
O9	Investigate adopting a private tree protection bylaw.
O10	Investigate the opportunity to use treated effluent from the WWTF for irrigation.
O11	Investigate implementing or expanding education and engagement campaigns on: <ul style="list-style-type: none"> <li>Eco-Driving</li> <li>Promoting the City's corporate energy reduction initiatives to inspire other organizations.</li> <li>Residential solar system building options.</li> </ul>



Action #	Action
	<ul style="list-style-type: none"> <li>Water conservation for the City's water utility.</li> </ul>

### Ambitious Actions

Action #	Action
AA1	Endorse steps of the Energy Step Code early so that the thousands of buildings constructed between now and 2032 (when the Province fully implements the Energy Step Code) incorporate efficiency measures which will have lasting impacts to building performance.
AA2	For the 2040 Official Community Plan update, re-evaluate a more compact growth strategy that prioritizes development in the urban core and disincentives development in the fringe.
AA3	Invest more into alternative transportation, prioritizing alternative modes of transportation through proximity, concentration and urban design.
AA4	Conduct a study to determine local feasibility, effectiveness and legislative authority for transportation pricing strategies for vehicle kilometers traveled and/or fuel consumption.

DRAFT



# Community Climate Action Plan: Draft Targets and Actions

November, 2017

# Agenda

1. The Case for Climate
2. The Current State
3. Business as Usual
4. Draft Actions
5. Draft Target

# The case for climate - flooding



# The case for climate

**44 days without rain**  
Capital News Aug 11

**Okanagan Escalates to  
Drought Level 3,**

OBWB, Sep 1

**Drought could worsen**  
Castanet, Aug 23

**Kelowna's on the verge of  
having its longest drought ever,**  
KelownaNow, August 11

**Dry summer on verge of setting  
new record**  
Kelowna Daily Courier, Aug 10

**From spring flooding  
to drought conditions  
in the Okanagan**  
InfoTel, Aug 23

**Drought conditions worsen in parts  
of southern B.C.**

Concerns raised over keeping stream levels  
high enough for salmon and other fish to  
survive

CBC, Sept 8

# The case for climate - fires

*Smoke advisory continues  
Kelowna Capital News, Aug 19*

Air Quality (pM2.5): 50.3  $\mu\text{g}/\text{m}^3$

# CCAP: a plan to mitigate emissions

- ▶ Understand the current state and business as usual case
- ▶ Actions to reduce GHG emissions
- ▶ How actions reduce emissions
- ▶ Target



# CCAP Process



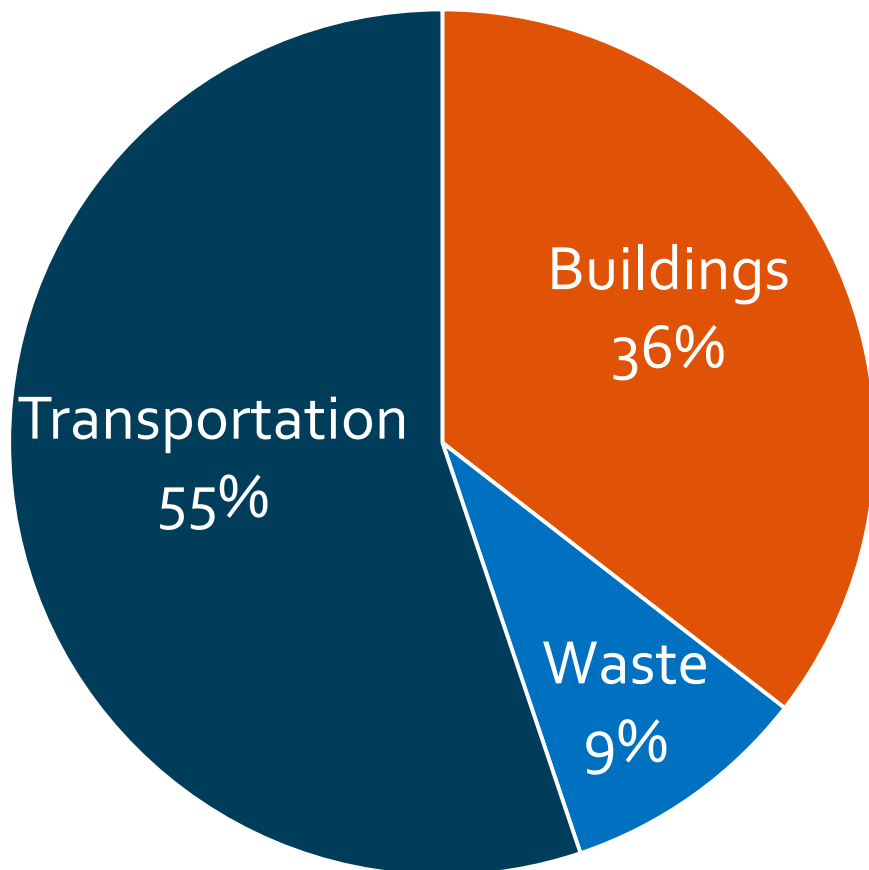


# Direction from May 8

1. Develop targets that are realistic and pragmatic
  - ▶ Demonstrate incremental progress and success
2. City positioned as a leader
  - ▶ Not passing responsibility to future generations

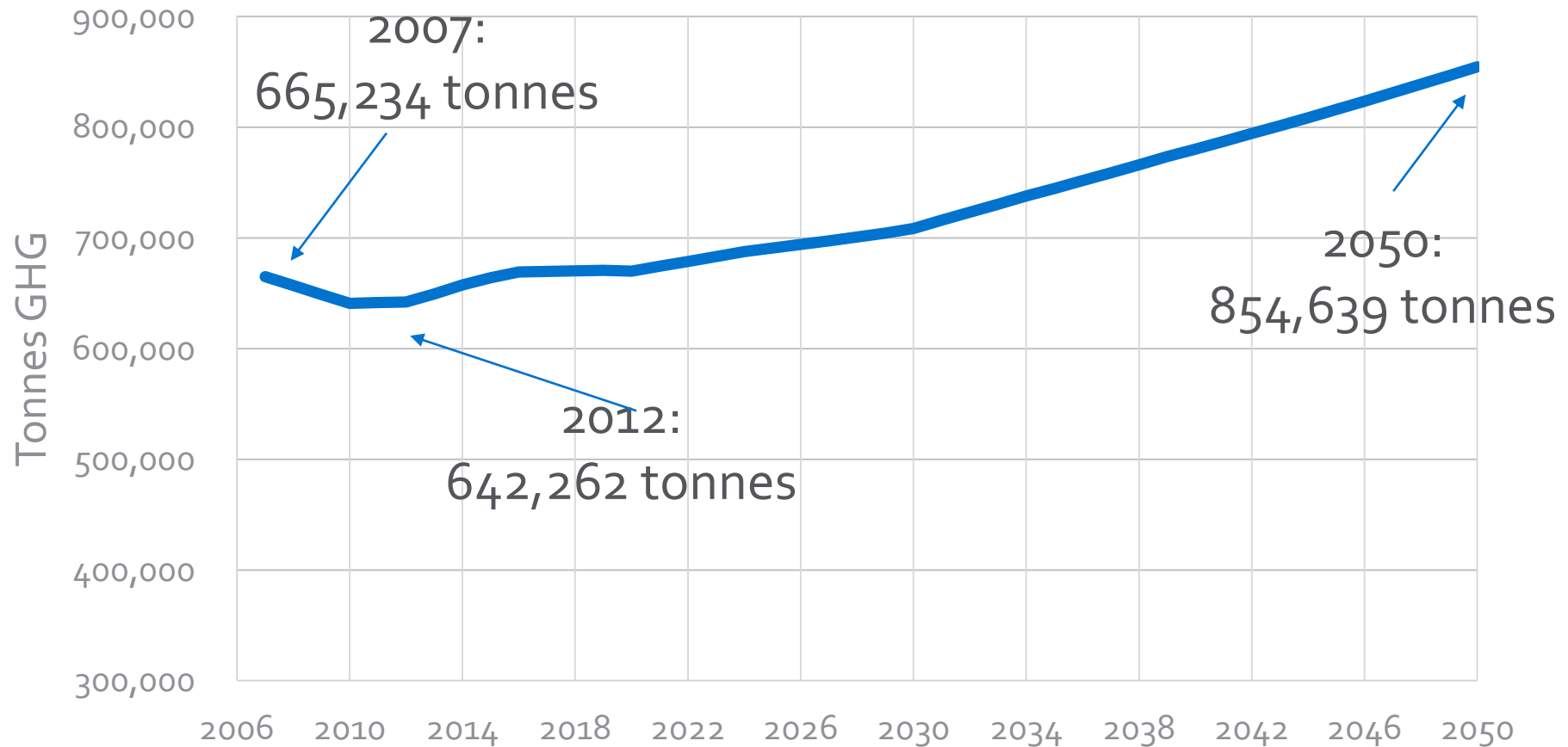


# The Current State



**Total 2012 GHG Emissions**  
**642,262 tonnes CO<sub>2</sub>e**

# Business as Usual



# Draft Actions

Who we heard from:

- ▶ Integrated Transportation
- ▶ Infrastructure
- ▶ Community Planning
- ▶ Development Services
- ▶ Building Services
- ▶ Parks and Building Planning
- ▶ Parks Services
- ▶ Utility Services
- ▶ Fleet Services
- ▶ Fortis BC



Action Categories:

1. The Way We Get Around
2. The Energy We Use in Buildings
3. The Waste We Create
4. Encouraging Renewable Energy
5. Planning Our Community
6. Other Actions
7. Ambitious Actions

# The Way We Get Around

- ▶ Develop electric vehicle strategy
- ▶ Implement anti-idling bylaw
- ▶ Enhance TDM programs
- ▶ Restrict drive through uses
- ▶ Implement OCP parking pricing policy
- ▶ Investigate potential for community bike share
- ▶ Investigate alternative fuels for fleets
- ▶ Investigate options for regional fuel tax to support expansion and improvement of alternative transportation.



# The Energy We Use In Buildings

- ▶ Develop community energy retrofit strategy
- ▶ Develop Energy Step Code implementation strategy
- ▶ Partner with FortisBC on delivery of programs
- ▶ Investigate OCP DP Guidelines for building energy efficiencies.



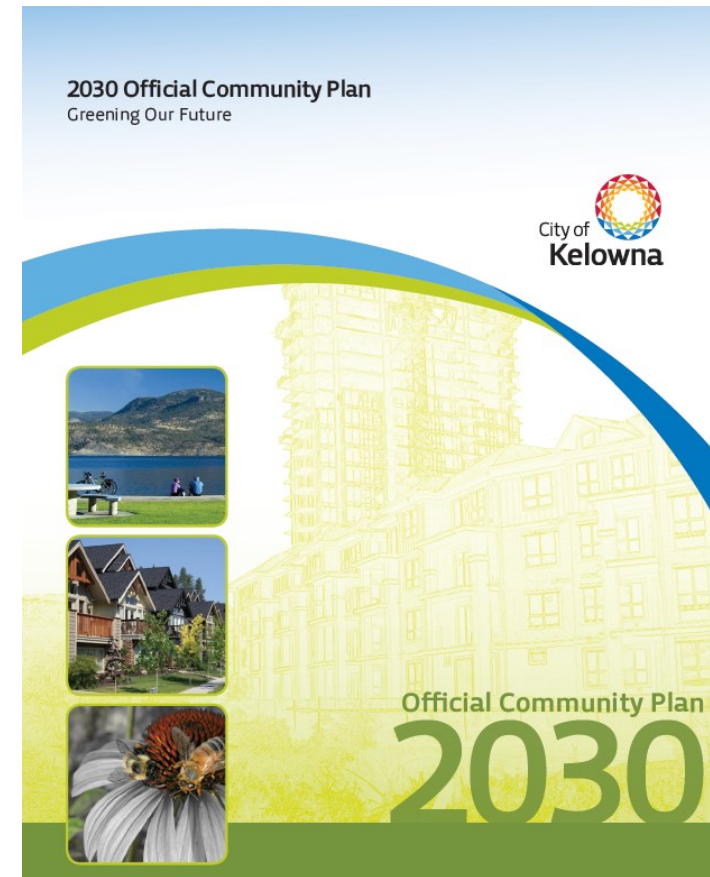
# The Waste We Create

- ▶ Implement 2017 Solid Waste Management Plan to achieve 50% waste diversion rate by 2022.



# Planning Our Community

- ▶ Amend Zoning Bylaw parking regulations
- ▶ Use infrastructure cost analysis tool for major OCP Amendments and ASP applications
- ▶ Reinforce the OCP Permanent Growth Boundary
- ▶ Coordinate land use and transportation planning
- ▶ Investigate policy options for shared parking facilities
- ▶ Investigate policy amendments for mid-block pedestrian linkages.





# Encouraging Renewable Energy

- ▶ Investigate increasing supply of renewable natural gas



# Other Actions

- ▶ Amend landscape regulations
- ▶ Investigate developing a Climate Adaptation Plan
- ▶ Imbed energy and GHG objectives in City systems and services
- ▶ Investigate private tree protection bylaw
- ▶ Investigate doing a green economy study
- ▶ Investigate using WWTF treated effluent for irrigation
- ▶ Investigate education and engagement campaigns



# Ambitious Actions

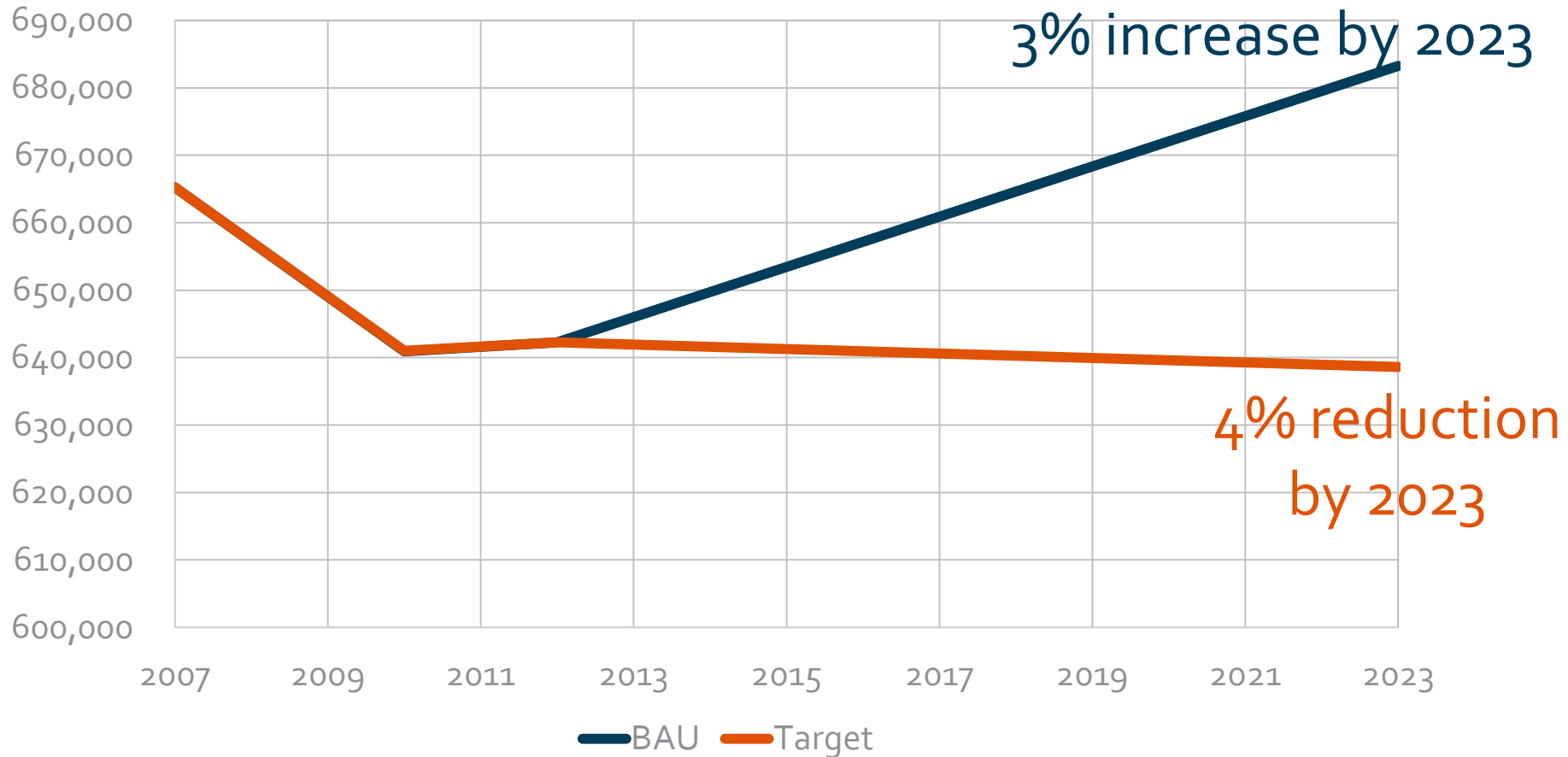
- ▶ Endorse Energy Step Code early
- ▶ Re-evaluate a compact growth strategy for 2040 OCP update
- ▶ Invest more into alternative transportation
- ▶ Investigate transportation pricing strategies.



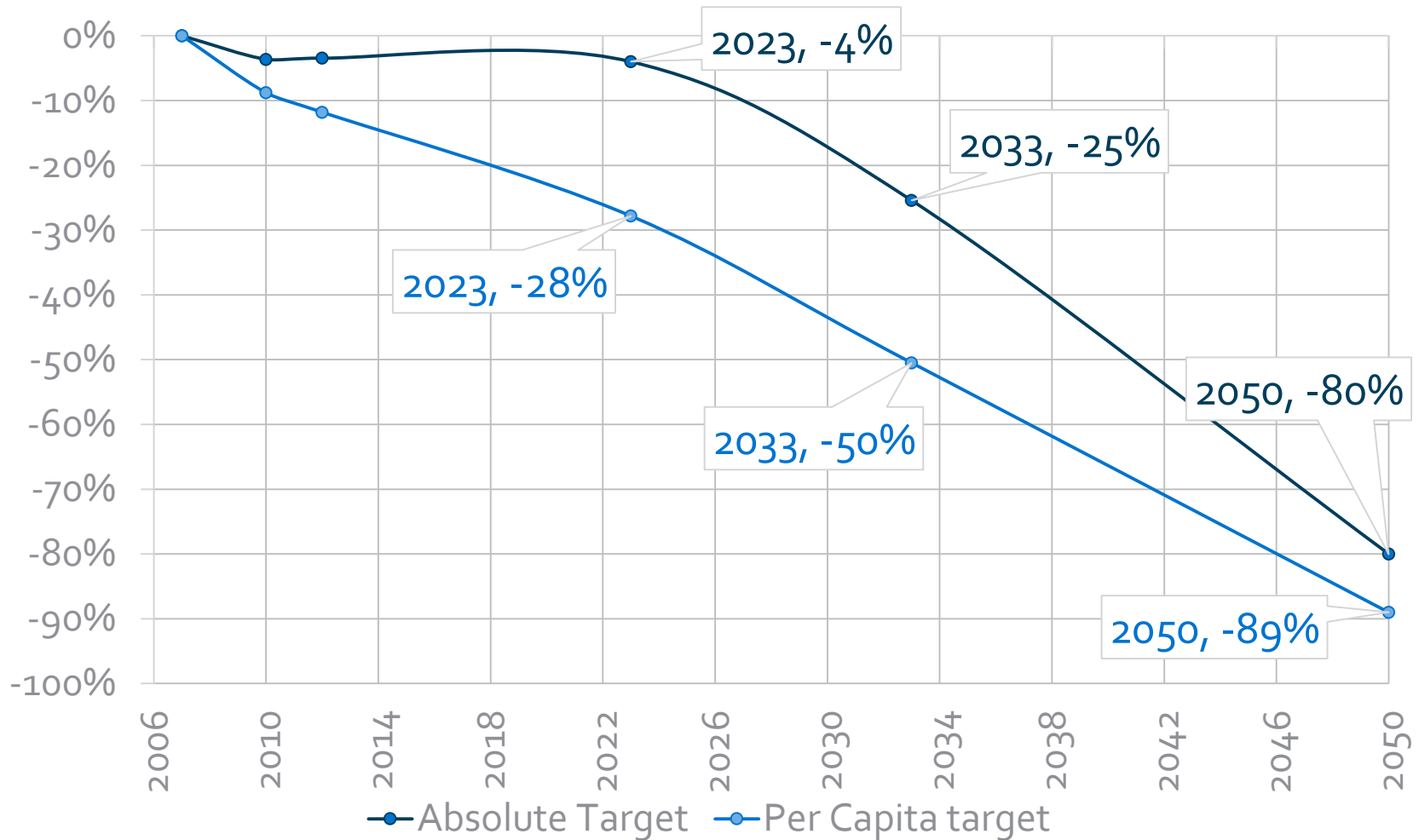
# The Quickstart Model

- ▶ Model based on:
  - ▶ Population projections to 2050
  - ▶ CEEI and fuel sales data
  - ▶ Reduction estimated from previous initiatives (e.g. LiveSmartBC retrofit program)
  - ▶ Trends noted in other reports (e.g. Household Travel Survey)
  - ▶ Considers actions that local government have influence on
  - ▶ Reviewed by staff
- ▶ Used by 60 communities to date

# Reduction Potential



# Draft Targets



# The City's Role

- ▶ Policies and programs for energy efficient residential and commercial buildings
- ▶ Prioritize growth in the urban core
- ▶ Alternative transportation investments
- ▶ Expansion of urban forest
- ▶ Demonstrate leadership in corporate initiatives



# The Community's Role

*Example of how to reducing emissions  
28% per capita (1.2 tonnes)*

▶ Reduce natural gas by 5%	0.20 tonnes
▶ Reduce vehicle km travelled by 5% (bike, walk, transit)	0.26 tonnes
▶ Reduce idling 3 minutes per day	0.08 tonnes
▶ Adopt fuel efficient driving techniques	0.26 tonnes
▶ Improve vehicle fuel efficiency 1 liters/100 km	0.50 tonnes
<b>TOTAL</b>	<b>1.30 tonnes</b>



# Next Steps

November 30 2017

Stakeholder Engagement

January 2018

Community Engagement

Jan – Feb 2018

Draft Plan

Feb – Mar 2018

Present Plan to Council



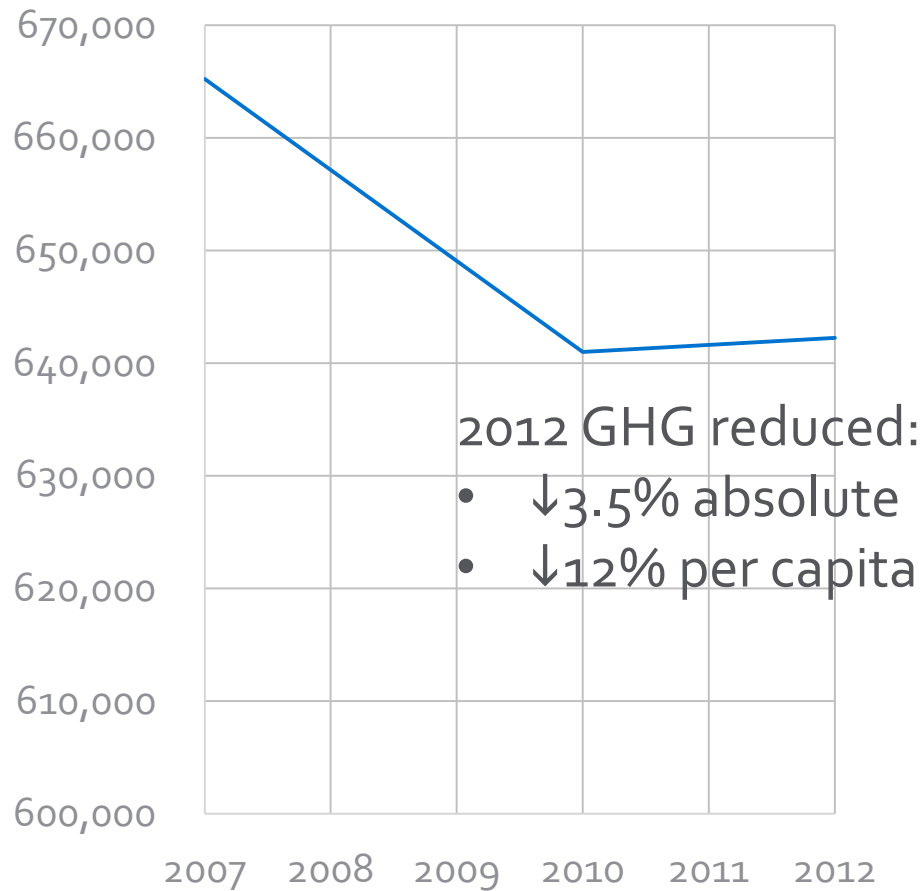
## *Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

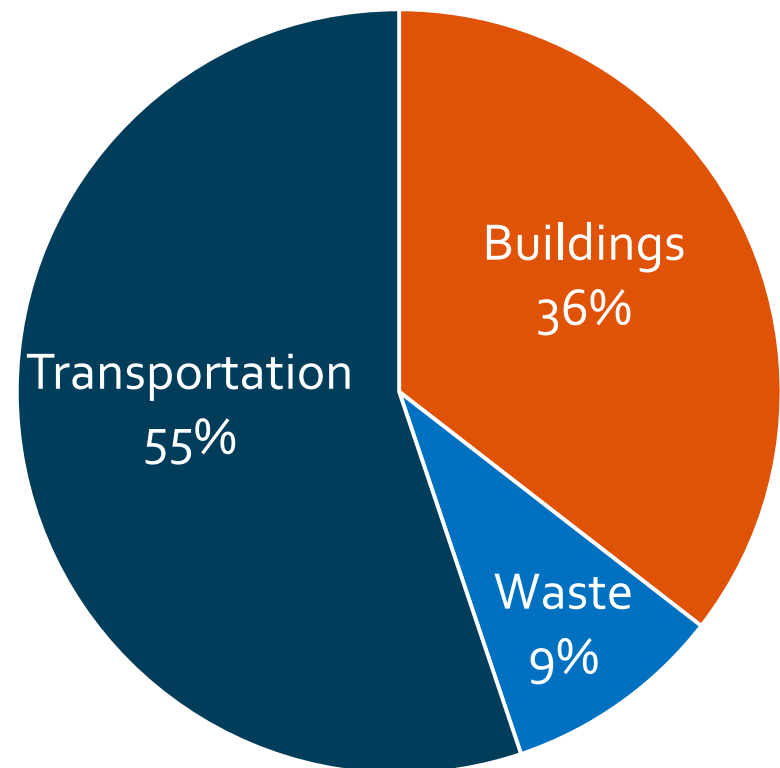
# Target comparison

Community	2020 target	Other target	2050 target
<i>Kelowna Proposed</i>		<i>4% by 2023 (28% per capita) 25% by 2033 (50% per capita)</i>	<i>80%</i>
Regional District			80%
Penticton	5% (20% per capita)	10% by 2030 (35% per capita)	
New Westminister		15% by 2030	
Surrey	33%		80%
Abbotsford	20% per capita	45% per capita by 2040	
Dawson Creek	33%		85%
Kamloops	40%		
Victoria	33%		
Campbell River	25% (35% per capita)	35% by 2040 (55% per capita) 40% by 2060 (65% per capita)	40% by 2060 (65% per capita)

# The Current State



Total 2012 GHG Emissions  
642,262 tonnes CO<sub>2</sub>e



# Report to Council



**Date:** November 27, 2017  
**File:** 0710-40  
**To:** City Manager  
**From:** Ross Soward, Planner Specialist  
**Subject:** 2017 Rental Housing Grant Bylaws Phase 2

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## **Recommendation:**

THAT Council, receives, for information, the Report from the Planner Specialist dated November 27, 2017 with respect to the 2017 Rental Housing Grant Bylaws Phase 2;

AND THAT Bylaw No. 11387 authorizing a Housing Agreement between the City of Kelowna and Mission Group Rentals Ltd, which requires the owners to designate 69 dwelling units in a purpose-built rental housing for Lot C, District Lot 140, ODYD, Plan KAP58184 at 1920 Enterprise Way, Kelowna, BC, be forwarded for reading consideration;

AND THAT Bylaw No. 11506 authorizing a Housing Agreement between the City of Kelowna and Suntec Holdings Corporation, INC. No. BC0995201, which requires the owners to designate 22 dwelling units in a purpose-built rental for Lot A Plan KAP84050, Section 23, Township 26, Land District 41 at 225 Rutland Road South, Kelowna, BC be forwarded for reading consideration;

AND FURTHER THAT Bylaw No. 11443 authorizing a Housing Agreement between the City of Kelowna and 666344 BC LTD, INC NO 666344, which requires the owners to designate 9 dwelling units in a purpose-built rental for LOT 1 Section 23, Township 26, ODYD, Plan KAP76191 at 205 Highway 33 East be forwarded for reading consideration.

## **Purpose:**

To enter into three Housing Agreements for purpose-built rental housing projects in accordance with Council Policy No. 335.

## **Background:**

On January 16, 2017 Council approved funding for 11 rental housing grants in the form of DCC credits, supporting 1,043 rental housing units. In early 2017, staff notified all successful applicants of their grant

amount and the conditions to receive funding. In order to bring forward the housing agreements for Council approval in an efficient manner, staff have grouped the 11 projects into two groups. The housing agreements included in this report represent the second group of rental housing grant recipients.

In accordance with the City's Rental Housing Grants Policy, all projects are required to enter into purpose-built rental housing agreements with the City to ensure the development of purpose-built rental housing on their respective sites. The housing agreements become bylaw upon approval from Council, ensuring the projects will operate purpose-built rental housing for a minimum of ten years. After ten years, if a landowner intends to remove an agreement, Council approval is required along with repayment of any grant funding received from the City.

As a point of reference, two of the projects entering into housing agreements are also applying for a rental housing revitalization tax exemption. To receive the tax exemption a housing agreement must be in place; therefore, staff coordinated this report with the revitalization tax exemption report given the relationship between the approvals.

These housing agreements are another example of the efforts underway to address the need for purpose-built rental housing in Kelowna. These three projects represent another 100 rental units that are secured as purpose-built rental housing for a minimum of ten years.

### **Circulation**

Divisional Director, Community Planning and Strategic Investments  
Department Manager, Policy and Planning  
Department Manager, Community Planning

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

Local Government Act, Section 483.

### **Legal/Statutory Procedural Requirements:**

Housing Opportunities Reserve Fund By-law No. 8593

### **Existing Policy:**

2030 Official Community Plan

Objective 10.3 Support the creation of affordable and safe rental, non-market and /or special needs housing

Policies 10.3.1, 10.3.2, 10.3.3 & 10.3.4

### **Council Policy no. 355 – Rental Housing Grants**

Submitted by:

Ross Soward, Planner Specialist

**Approved for inclusion:**



James Moore, Long Range Manager, Policy & Planning

**CITY OF KELOWNA**

**BYLAW NO. 11387**

**Housing Agreement Authorization Bylaw – 1920 Enterprise Way –  
Mission Group Rentals Ltd – 1920 Enterprise Way**

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 1920 Enterprise Way – Mission Group Rentals Ltd for the lands known as Lot C, District Lot 140, ODYD, Plan KAP58184 located on 1920 Enterprise Way, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 1<sup>st</sup> day of May, 2017.

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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



**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot C Plan KAP 58184 DL 140 LD 41 ODYD

("Land")

And is

**BETWEEN:** 1920 Enterprise Way – Mission Group Rentals Ltd.  
1000-1631 Dickson Avenue  
Kelowna BC Canada  
V1Y 0B5

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation - In this Agreement:**

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 87 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

Rebecca Van Huizen )  
Signature of Witness )

Rebecca Van Huizen )  
Print Name )

REBECCA ELIZABETH VAN HUIZEN )  
A COMMISSIONER FOR TAKING )  
ADVISEMENTS FOR BRITISH COLUMBIA )  
1435 WATER STREET, KELOWNA, BC V1Y 1J4 )  
Order No. 2016-1155 )  
Expiry Date: 2019-10-31 )

Occupation )

"OWNER"  
by its authorized signatories:

[Signature]

LUKE TURRI  
Print Name:

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

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

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

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

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

**CITY OF KELOWNA**

**BYLAW NO. 11443**

**Housing Agreement Authorization Bylaw – 666344 BC Ltd., Inc. No.  
666344 – 205 Hwy 33 E**

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 666344 BC Ltd., Inc. No. 666344 for the lands known as Lot 1, Section 23, Township 26, ODYD, Plan KAP76191 located on Hwy 33 East, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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



**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot 1 Section 23. Township 26. ODYD Plan KAP 76191

("Land")

And is

**BETWEEN:** 666344 BC LTD. 4382 Hobson Rd. Kelowna, BC, V1W 1Y3

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

**GIVEN THAT:**

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation - In this Agreement:**

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 11 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

MARDELL )  
Signature of Witness )

MARDELL CORBETT )  
Print Name )

1435 WATER ST )  
Address KELOWNA BC V1Y1S4 )

DEVELOPMENT SERVICES )  
Occupation CO-ORDINATOR )

"OWNER"  
by its authorized signatories:

Heather Morel

HEATHER MOREL  
Print Name:

W.P. Morel

WILLIAM MOREL  
Print Name:

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_)  
Signature of Witness )

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

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_) Mayor

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





**CITY OF KELOWNA**

**BYLAW NO. 11506**

**Housing Agreement Authorization Bylaw – Suntec Holdings Corporation, Inc. No. BC0995201 – 225 Rutland Road South**

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Suntec Holdings Corporation, Inc. No. BC0995201 for the lands known as Lot A, Section 23, Township 26, ODYD, Plan KAP84050 located on Rutland Road South, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot A Plan KAP84050, Section 23, Township 26 ODYD, Land District 41

("Land")

And is

**BETWEEN:** Suntec Holdings Corporation, INC. NO. BC0995201  
#2008 – 5511 Hollybridge Way, Richmond, BC v7C 0A3

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

**GIVEN THAT:**

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation - In this Agreement:**

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 22 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in the presence of: )

[Signature]  
Signature of Witness

MIN WANG  
Print Name

#2008-5511 Hollybridge Way  
Address

Admin  
Occupation

"OWNER"  
by its authorized signatories:

[Signature]

Suntec Holdings Corp.  
Print Name:

Anna Gou  
Print Name:

SIGNED, SEALED & DELIVERED in the presence of: )

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

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



# Report to Council



**Date:** November 27, 2017  
**File:** 1220-02  
**To:** City Manager  
**From:** Ross Soward, Planner Specialist  
**Subject:** Rental Housing Revitalization Tax Exemption Agreements

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## **Recommendation:**

THAT Council, receives, for information, the Report from the Planner Specialist dated November 27, 2017 recommending that Council adopt the following Revitalization Tax Exemption Agreements for four rental housing projects.

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Suntec Holdings Corporation, for Lot A Plan KAP84050, Section 23, Township 26, Land District 41 at 225 Rutland Road South, Kelowna, BC,

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Mission Group Rentals Ltd, for Lot C, District Lot 140, ODYD, Plan KAP58184 at 1920 Enterprise Way, Kelowna, BC,

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with The National Society of Hope Lots 80 to 128, District Lot 128, ODYD, Strata Plan EPS4011 at 2075 Benvoulin Court, Kelowna BC

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Cerco Developments, for Lot A, District Lot 138, ODYD, Plan KAP82339 for 955 Leon Ave, Kelowna BC.

## **Purpose:**

To consider four 10-year Revitalization Tax Exemption Agreements for approval to support the purpose-built rental housing projects identified in the report from the Planner Specialist, dated November 27, 2017 in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.

## Background:

Over the last four years, Kelowna's rental housing market has been under significant pressure. As one of the fastest growing regions in Canada, the demand for purpose-built rental housing has outpaced the rental housing supply. According to CMHC, since 2014 the vacancy rate in the Kelowna CMA has been between 1.0 percent and 0.5 per cent, below the City's goal of 3.0 per cent for a healthy supply of rental housing. To encourage the development of purpose-built rental housing, the City provides a number of financial incentives. One of the incentives is for 10-year revitalization tax exemptions for purpose-built rental housing where the proponent meets three requirements:

1. The current vacancy rate is at or below 3%
2. The subject property has a Housing Agreement (for up to a minimum of 10 years)
3. Development is in compliance with the 2030 OCP Future Land Use designation.

All four of the projects (listed in table below) meet the criteria for revitalization tax exemption applications. Three of the projects have 10-year Housing Agreements with the City, subject to Council approval today. The 955 Leon Avenue project entered into a housing agreement with the City in 2007 as part of first phase of the development and 2075 Benvoulin Court has a 40-year housing operating agreement with BC Housing that secures those 47 units for purpose-built rental housing. The City's rental housing vacancy rate is currently below 3% and all projects are in compliance with the designated OCP future land use. The tax exemptions will be valid for ten years, based on the occupancy date of each individual project. A draft copy of the revitalization tax exemption agreement for each project is provided (Attachments 1-4).

Although there is a significant need and demand for rental housing, the Revitalization Tax Exemption program does come at a financial cost. Staff estimate the total amount of tax revenue associated with the 10-year exemption for the four projects to total approximately \$905,000. The amount breakdown for each project is estimated in the table below.

Property	Project Details	Estimated Exemption (per year)	Estimated Total Exemption (ten years)
225 Rutland Road South	22 rental units	\$11,000	\$110,000
1920 Enterprise Way	84 Rental units	\$42,000	\$420,000
2075 Benvoulin Court	47 rental units	\$23,500	\$235,000
955 Leon Avenue	28 rental units	\$14,000	\$140,000

**Internal Circulation:**

Revenue Manager, Financial Services  
Divisional Director, Community Planning & Real Estate  
Department Manager, Policy & Planning  
Department Manager, Community Planning  
Manager, Urban Planning

**Legal/Statutory Authority:**

Revitalization Tax Exemption Program Bylaw No. 9561, 2006  
Community Charter, Division, Section 226

**Legal/Statutory Procedural Requirements:**

The Revitalization Tax Exemption Bylaw No. 9561 supports municipal tax incentives for purpose-built rental housing when the vacancy rate for rental housing is at three per cent or lower.

**Existing Policy:**

Official Community Plan Bylaw No. 10500

Revitalization Tax Exemption Program Bylaw No. 9561 Policy 5.1.3

**Submitted by:** R. Soward, Planner Specialist

**Approved for inclusion:** J. Moore, Long Range Manager, Policy & Planning

**Attachments:**


1. Attachment 1 - Draft RTE Agreement 225 Rutland Road South
2. Attachment 2 - Draft RTE Agreement 1920 Enterprise Way
3. Attachment 3 - Draft RTE Agreement 2075 Benvoulin Court
4. Attachment 4 - Draft RTE Agreement 955 Leon Avenue

BL10566, BL10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**


THIS AGREEMENT dated for reference the 10th day of November, 2017 is

**BETWEEN:**

Censorio Group (Kelowna) G.P. Inc on behalf of Censorio Pacific (Kelowna) L.P.  
Peter Censorio   
2nd Flr- 4723 Hastings Street  
Burnaby BC,  
(the "Owner")

Beneficiary of Lands

Suntec Holdings Corporation  
2008-5511 Hollybridge Way  
Richmond BC

Anna Gov.  


**AND:**

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 225 Rutland Rd S. legally described as Lot A Plan KAP84050 Section 23 Township 26 Land District 41.
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements *[or alter existing improvements]* on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

- 1. **The Project** - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna

Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:

- a. Construct Student Housing Rental Project
  - b. 33,998 sq.ft of overall building space
  - c. 20- 4-bedroom apartments, 1-2 bedroom and 1- 1 bedroom units.
2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
  3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
  4. **Revitalization Tax Exemption** - subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
  5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
    - a. The Owner must obtain a building permit from the City for the Project on or before May 15th, 2017;
    - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as *Rental Housing* (the "Exempt Use") and for no other use, by no later than August 15, 2018;
    - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
    - d. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Urban Planning Manager or designate, in their sole discretion, acting reasonably.
  6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
    - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or

below 3%;

7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028, inclusive.
8. **{deleted}**
9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

11. **Cancellation** - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
  - a. on the written request of the Owner; or
  - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

Attention:  
Fax:

- b. in the case of a notice to the Owner, at:

*Peter Censorio*  
2<sup>nd</sup> Flr-4723 Hastings Street  
Burnaby BC, V5C2K8

*Anna Gow.*  
*[Signature]*

Attention: 604-662-8009 ext 105  
Fax:604-662-8009

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - this agreement does not:
- a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.

- 20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
- 21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
- 23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
- 24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

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

Executed by Suntec by its  
Authorized signatories:

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

Anna Gow  
Name: Anna Gow,  
Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria



BL11269 amended SCHEDULE "C"

Schedule "C"

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 10th day of November, 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and Peter Censorio (the "Owner"), the registered owner(s) of Lot A Plan KAP84050 Section 23 Township 26 Land District 41:

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2019 to 2028 inclusive, equal to

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No 54971 between 2017 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No 54971 between 2017 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.



Appendix "B"

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference November 10, 2017 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot A Plan KAP84050, Section 23, Township 26 ODYD, Land District 41

("Land")

And is

**BETWEEN:** Suntec Holdings Corporation, INC. NO. BC0995201  
#2008 – 5511 Hollybridge Way, Richmond, BC V7C 0A3

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

### 1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 22 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.



IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in the presence of:

[Signature]  
Signature of Witness

MIN WANG  
Print Name

#2008-5511 Hollybridge Way  
Address

Admin  
Occupation

"OWNER"  
by its authorized signatories:

[Signature]

Suntee Holdings Corp.  
Print Name:

\_\_\_\_\_

Anna Gou  
Print Name:

SIGNED, SEALED & DELIVERED in the presence of:

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

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

Revitalization Tax Exemption Agreement (RTE17-0002)

THIS AGREEMENT dated for reference the 24th of April, 2017.

BETWEEN:

1920 Enterprise Way - Mission Group Rentals Ltd.  
#1000-1631 Dickson Avenue  
Kelowna B.C., V1Y 0B5

(the "Owner")

CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C. V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1920 Enterprise Way Kelowna, Lot C, Plan KAP58184, (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agrees each with the other as follows:

1. The Project - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a) Include a 4-storey Rental Apartment Building on Enterprise Way.

- b) include up to 87 rental apartments, including Studio, 1-bedroom and 2-bedroom suites.
- 2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
- 4. **Revitalization Tax Exemption** - subject to fulfillment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
- 5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a) The Owner must obtain a building permit from the City for the Project on or before October 1<sup>st</sup>, 2017;
  - b) The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as rental accommodation and for no other use, by no later than May 1, 2019;
  - c) The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
- 6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30,

2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;

7. Term of Tax Exemption - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2020 to 2029, inclusive.
8. Compliance with Laws - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. Effect of Stratification - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a) the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b) for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

10. Cancellation - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
  - a) on the written request of the Owner; or
  - b) effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. No Refund - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. Notices - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

a. In case of notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

b. in the case of a notice to the Owner, at:

1920 Enterprise Way - Mission Group Rentals Ltd.  
#1000-1631 Dickson Avenue  
Kelowna B.C., V1Y 0B5

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. No Assignment - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. Severance - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. Interpretation - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. Further Assurances - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. Waiver - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

19. **Powers Preserved** - this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA  
by Its authorized signatories:

\_\_\_\_\_  
Mayor

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

Executed by 1920 Enterprise Way - Mission Group Rentals Ltd.  
by its authorized signatories:

  
\_\_\_\_\_  
Name: LUKE TURRI

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

Schedule "A": Plans and Specifications

Schedule "C"

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 24th day of April 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and 1920 Enterprise Way - Mission Group Rentals Ltd. (the "Owner"), the registered owner(s) of Lot C, District Lot 140, ODYD, Plan KAP58184 (the "Parcel):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2020 to 2029 inclusive, equal to

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No. (TBD) between 2016 (the calendar year before the commencement of construction of the project) and 2019 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No. (TBD) between 2016 (the calendar year before the commencement of construction of the project) and 2019 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

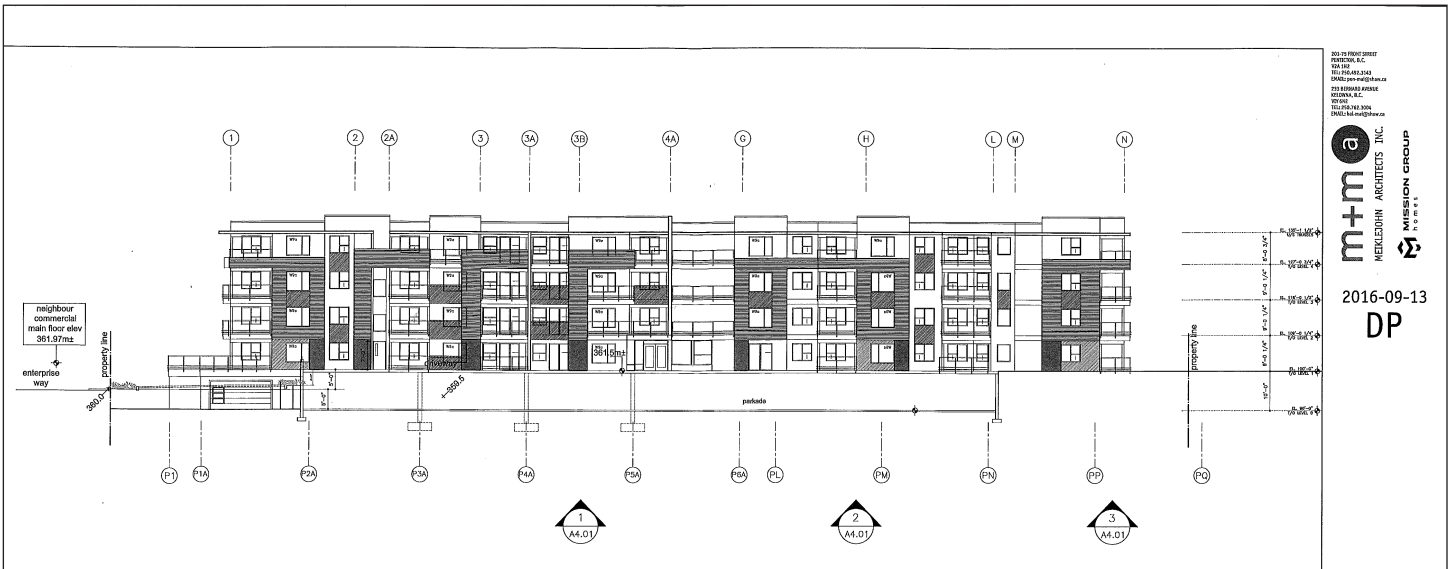
The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.





**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot C Plan KAP 58184 DL 140 LD 41 ODYD

("Land")

And is

**BETWEEN:** 1920 Enterprise Way – Mission Group Rentals Ltd.  
1000-1631 Dickson Avenue  
Kelowna BC Canada  
V1Y 0B5

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

**GIVEN THAT:**

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation - In this Agreement:**

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 87 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in the presence of:

Signature of Witness

Print Name

REBECCA ELIZABETH VAN HUIZEN
A COMMISSIONER FOR TAKING
Address SAVITS FOR BRITISH COLUMBIA
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2016-1155
Expiry Date: 2019-10-31

Occupation

OWNER by its authorized signatories:

Signature of Owner

LUKE TURRI
Print Name:

Print Name:

SIGNED, SEALED & DELIVERED in the presence of:

Signature of Witness

Print Name

Address

Occupation

CITY OF KELOWNA by its authorized signatories:

Mayor

City Clerk



BL10566, BL10674 & BL11457 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the 27 day of November, 2017 is

**BETWEEN:**

National Society of Hope S-25475  
#101 - 2055 Benvoulin Road  
Kelowna, B.C. V1W 2C7  
(the "Owner")

(the "Owner")

**AND:**

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 2075 Benvoulin Court, Kelowna, B.C. legally described as [Lots 80 to 128, District Lot 128, O.D.Y.D. Strata Plan EPS4011 ] (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements [or alter existing improvements] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

- 1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. build 47 units of seniors housing , including 47 underground parking stalls and additional visitor surface parking stalls.

- b. Residents will enjoy access to common area amenity space on the Apple Valley site.
- c. The building is a 5 story wood frame construction.
- 2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
- 4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in this agreement.
- 5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must obtain a building permit from the City for the Project BP 54818.;
  - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as *Purpose Built Rental Housing* (the “Exempt Use”) and for no other use, by no later than July 15, 2018;
  - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
  - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
- 6. **Calculation of Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;
- 7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028 inclusive.
- 8. **[deleted]**

9. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, if the Project is the subject of an operating agreement between the Owner and the Provincial Rental Housing Corporation, the Owner is in compliance with the operating agreement. The Owner agrees to provide written confirmation to the City regarding the Owner's compliance with the said operating agreement, satisfactory to the City, upon the City's reasonable inquiry.

11. **Cancellation** – the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
  - a. on the written request of the Owner; or
  - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.
  - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
  - a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

Attention: Ross Soward  
Fax: 250-469-8937

in the case of a notice to the Owner, at:

National Society of Hope S-25475  
#101 - 2055 Benvoulin Road  
Kelowna, B.C. V1W 2C7  
Attention: Ken Zeitner      Fax 250-868-2399      Tel:250-868-4909

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** – the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:

Consolidated Bylaw No. 9561 - Page 14

- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

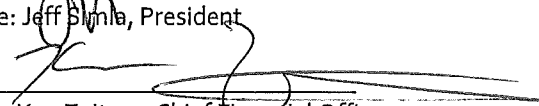
Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

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

Executed by \_\_\_\_\_ by its  
Authorized signatories:

  
\_\_\_\_\_  
Name: Jeff Slynia, President

  
\_\_\_\_\_  
Name: Ken Zeitner, Chief Financial Officer  
Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria

BL11269 & BL11457 amended SCHEDULE "C"

**Schedule "C"**

**Tax Exemption Certificate**

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 27 day of November, 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and National Society of Hope (the "Owner"), the registered owner(s) of [insert legal description of property] *Lots 80 to 128, District Lot 128, O.D.Y.D. Strata Plan EPS4011* (the "Parcel):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2019 to 2028 inclusive, equal to:

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No BP 54818 between 2017 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No BP 54818 between 2017 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

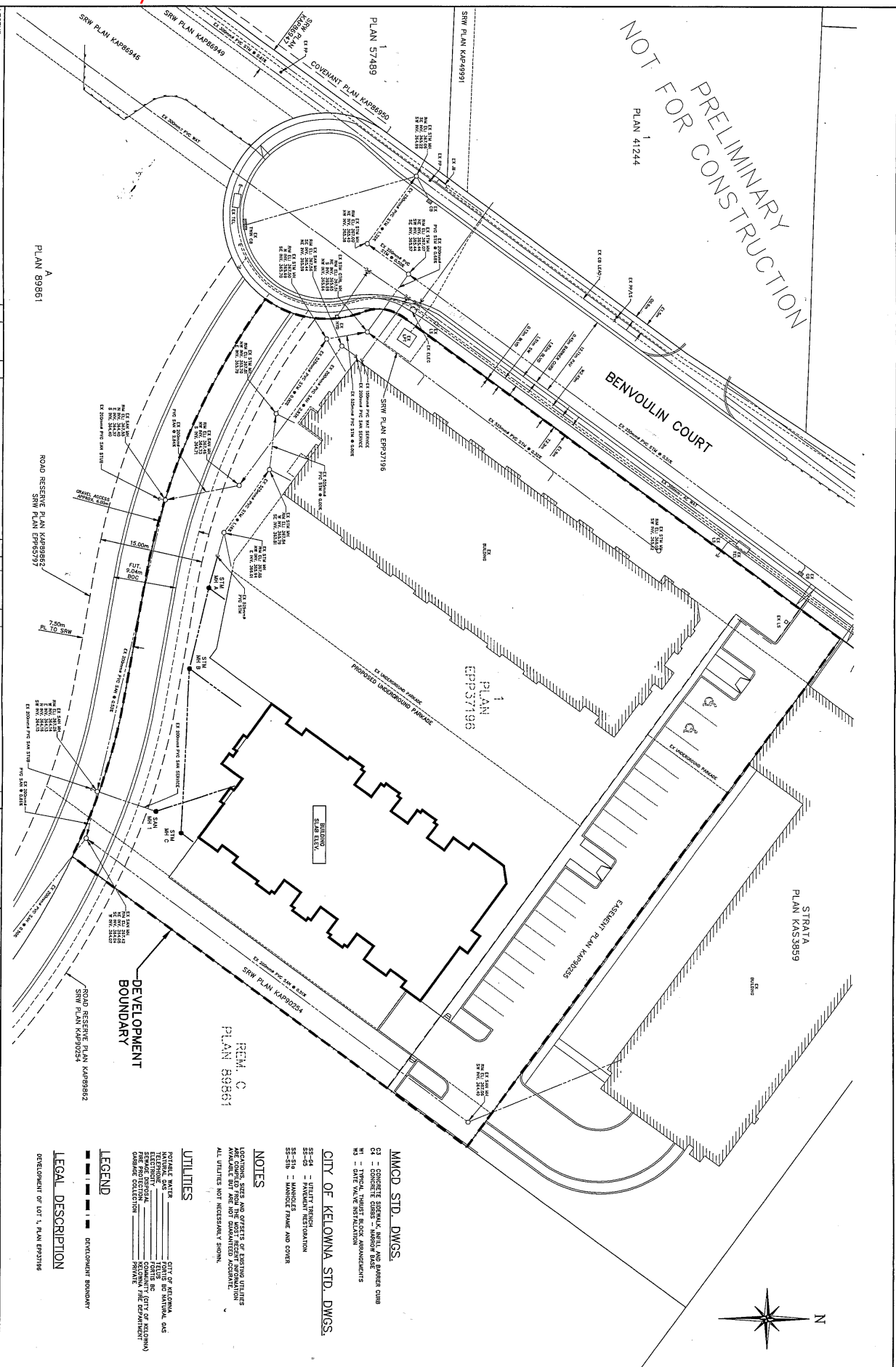
The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued.

If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation, it must be in compliance with the terms of the operating agreement with the Provincial Rental Housing Corporation.

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

NOT FOR CONSTRUCTION  
PRELIMINARY  
PLAN 4/1244



**LEGEND**

3	CON	CONCRETE
1	W	WATER
2	SE	SEWER
4	G	GAS
5	EL	ELECTRICAL
6	TE	TELEPHONE
7	TV	TELEVISION
8	ST	STORM WATER
9	UT	UTILITY
10	CB	CONCRETE BLOCK
11	MB	MASONRY BLOCK
12	SB	STONE BLOCK
13	WB	WOOD BLOCK
14	DB	DRAINAGE
15	FB	FENCE
16	GB	GARDEN
17	HB	HIGHWAY
18	IB	INDUSTRIAL
19	LB	LANDSCAPE
20	MB	MATERIAL
21	NB	NATURAL
22	OB	OTHER
23	PB	PAVED
24	RB	ROAD
25	SB	SETBACK
26	TB	TERRACE
27	UB	UTILITY
28	VB	VEGETATION
29	WB	WATER
30	XB	EXISTING
31	YB	YARD
32	ZB	ZONING

**REVISION**

No.	DATE	BY	REVISION

**Piling**  
CONSULTING ENGINEERING  
1000 West Beaver Creek Road, Suite 101  
Richmond Hill, Ontario L4B 1N2  
Tel: (905) 882-1111  
Fax: (905) 882-1112  
www.piling.ca

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT  
APPLE VALLEY III - BENVOLIN CT.  
SOCIETY OF HOPE  
COMPOSITE UTILITY PLAN

DRAWING NO. 2396-C1  
REVISION 0

**LEGAL DESCRIPTION**  
DEVELOPMENT OF LOT 1, PLAN EPP37196

**LEGEND**  
--- DEVELOPMENT BOUNDARY

**UTILITIES**  
NATURAL GAS  
WATER  
SEWER  
ELECTRICAL  
TELEPHONE  
TELEVISION  
STORM WATER  
GAS  
PRIVATE

**NOTES**  
1. LOCATIONS, SIZES AND OFFSETS OF EXISTING UTILITIES ARE SHOWN FOR THE MOST RECENT INFORMATION.  
2. ALL UTILITIES NOT INDICATED ARE ASSUMED TO BE PRIVATE.  
3. ALL UTILITIES NOT INDICATED ARE ASSUMED TO BE PRIVATE.

**MMCD STD. DWGS.**  
C1 - CONCRETE  
W1 - TYPICAL TIGHT BLOCK ASSEMBLY  
M1 - DATE VALVE INSTALLATION

**CITY OF KELOWNA STD. DWGS.**  
SE-01 - UTILITY TRENCH  
SE-02 - INVERT RESTORATION  
SE-03 - MANHOLE FRAME AND COVER  
SE-04 - MANHOLE RESTORATION  
SE-05 - DATE VALVE INSTALLATION





**INVESTMENT IN AFFORDABLE HOUSING – SOCIAL INFRASTRUCTURE FUND  
OPERATING AGREEMENT**

THIS AGREEMENT is dated for reference: March 08, 2017

BCH File # 94271-02 / 7754

BETWEEN

**NATIONAL SOCIETY OF HOPE**

101-2055 Benvoulin Court, Kelowna, British Columbia V1W 2C7

(the "Provider")

AND

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to the Development at

2075 Benvoulin Court, Kelowna, British Columbia V1W 0A5 ✓



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**AGREEMENT SUMMARY**

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**PART 1 – SUMMARY**

1. The Investment in Affordable Housing ("IAH"), is a housing program jointly funded through a partnership between the Government of Canada including Canada Mortgage and Housing Corporation and the Government of British Columbia acting through its agent, British Columbia Housing Management Commission (BC Housing).
2. The goal of IAH is to increase the supply and range of affordable and appropriate rental housing for Low and Moderate Income households across British Columbia.
3. The Social Infrastructure Fund ("SIF") is funding provided by the Government of Canada including Canada Mortgage and Housing Corporation under IAH to provide British Columbia with access to special funding for new programs.
4. The Provider has constructed the Development with the assistance of funding under IAH-SIF. The Provider has also received additional financing for the Development in the form of a repayable mortgage loan, arranged by BC Housing. Although the Development has been constructed pursuant to mixed funding sources, the Provider will operate the Development under a single operating model, as outlined in this IAH-SIF Operating Agreement.
5. The Development is owned and operated by the Provider under IAH-SIF and consists of forty-seven (47) Residential Units for households who, at the commencement of residency, have Low and Moderate Incomes.

**PART 2 – SERVICE DESCRIPTION**

1. BC Housing and the Provider have agreed that the Provider will own and operate the Development and collect Rent from the Residents, on the terms and conditions of this Agreement.
2. The common goal of the parties in making this Agreement is to provide housing for households who, at the date of commencement of the residency, have Low and Moderate Incomes.
3. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constating Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
4. In entering this Agreement with the Provider, BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
5. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Development. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, Resident management and Resident support, and services which specifically relate to the Development and its location.
6. The Provider and board are expected to create an environment that is supportive of the needs of the Residents and provide a sense of community within the Development and to that purpose may provide Resident services and activities not funded by this Agreement.

**PART 3 – AGREEMENT**

1. TERM
  - a. The parties agree as follows for the Term of the Agreement which is for forty (40) years from the Commencement Date, unless earlier terminated in accordance with the provisions of this Agreement.
2. SCHEDULES
  - a. All of the Schedules attached to this Agreement are an integral part of this Agreement.

**BC Housing IAH-SIF Operating Agreement – Agreement Summary**

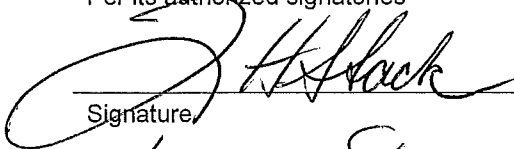
This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

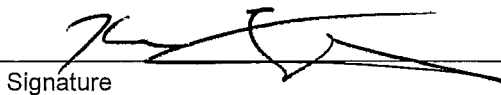
No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement:

**NATIONAL SOCIETY OF HOPE**

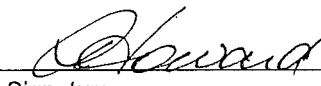
Per its authorized signatories

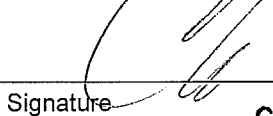
  
Signature \_\_\_\_\_ Date Signed March 17, 2017  
Luke Stuck, Executive Director.  
Print Name and Title \_\_\_\_\_

  
Signature \_\_\_\_\_ Date Signed March 17, 2017  
Ken Zeitner, Chief Financial Officer  
Print Name and Title \_\_\_\_\_

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

Per its authorized signatories

  
Signature \_\_\_\_\_ Date Signed Apr 5/17  
Ann Howard, Regional Director.  
Print Name and Title \_\_\_\_\_

  
Signature \_\_\_\_\_ Date Signed APR 11 2017  
CRAIG CRAWFORD  
Vice President, Operations  
Print Name and Title \_\_\_\_\_

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SCHEDULE A – GENERAL PROVISIONS

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A. DEFINITIONS

1. "**Accumulated Operating Revenue**" means any revenue accumulated in the course of the Provider's operation of the Development in any year.
2. "**Affordable Market Rent**" means the average market rent, as determined by BC Housing from time to time based on the most recent applicable Canada Mortgage and Housing Corporation rental market or housing report.
3. "**Capital Fund**" means an amount the Provider is required to hold in reserve for capital repairs, replacements and improvements pursuant to *Schedule B, Part C, Clause 1*.
4. "**Commencement Date**" means the day on which the Occupancy Permit is issued for the Development.
5. "**Constituting Documents**" means the constitution and bylaws of the Provider, together with any amendments, as registered with the appropriate registry.
6. "**Declaration of Income**" means the declaration to be completed by a Resident as evidence of the Income of that Resident.
7. "**Development**" means the housing development, constructed and operated by the Provider under IAH-SIF, situated at 2075 Benvoulin Court, Kelowna, British Columbia V1W 0A5, and legally described as PID 029-616-336, Lot 1, District Lot 128, Osoyoos Division Yale District, Plan EPP 37196.
8. "**Fiscal Year**" means the Provider's Fiscal Year, ending on December 31 or as otherwise agreed by the parties.
9. "**Improvements**" means those improvements, structures, buildings, fixtures and systems which exist within the Development from time to time including the heating, ventilating, air-conditioning, plumbing, electrical and mechanical systems and equipment.
10. "**Income**" means total income before tax from all sources of a Resident.
11. "**Loan**" means:
  - a. the grant advanced by BC Housing to the Provider under IAH-SIF in order to finance the construction of the Development and secured by a forgivable loan registered against the Development; and
  - b. the repayable mortgage loan, arranged by BC Housing for the Provider, in order to finance the construction of the Development.
12. "**Low and Moderate Income**" represents the maximum income for eligibility to occupy a Residential Unit and means:
  - a. For Residential Units with less than two (2) bedrooms, a gross household Income that does not exceed the median income for families without children, as determined by BC Housing from time to time. For 2017, this figure is \$69,360.00.
  - b. For Residential Units with two (2) or more bedrooms, a gross household Income that does not exceed the median income for families with children, as determined by BC Housing from time to time. For 2017, this figure is \$99,910.00.
13. "**Occupancy Permit**" is a certificate that must be obtained prior to occupancy that is issued if all required inspections have been carried out and the building or structure is deemed substantially complete and fit for occupancy.
14. "**Occupancy Standards**" means the standards for household sizes of a Resident relative to the number of bedrooms in a Residential Unit. Unless otherwise agreed in writing by BC Housing, the following standards apply:
  - a. No more than two (2) and no less than one (1) person per bedroom.
  - b. Spouses and couples share a bedroom.
  - c. Parents do not share a bedroom with their children.
  - d. Dependents aged eighteen (18) or over do not share a bedroom.
  - e. Dependents of the opposite sex age five (5) or over do not share a bedroom
15. "**Provincial Rental Housing Corporation**" (PRHC) is incorporated under the *Business Corporations Act* (British Columbia). PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds

## BC Housing IAH-SIF Operating Agreement – Schedule A

and disposes of properties, and leases residential properties to non-profit societies and co-operatives.

16. **"Record"** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
17. **"Rent"** means the amount a Resident is obliged to contribute monthly to the Provider for a Residential Unit.
18. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
19. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
20. **"Residential Unit"** means a self-contained residential dwelling within the Development operated under this Agreement.
21. **"Schedule of Capital Repairs"** means the schedule of capital repairs approved by BC Housing pursuant to *Schedule B, Part C, Clause 1*.
22. **"Specific Purpose"** means the operation of the Development to provide affordable housing for persons who, at the date of commencement of the residency, have Low and Moderate Incomes.
23. **"Term"** means the period of this Agreement as outlined in *Agreement Summary, Part 3, Clause 1.a*.

### B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
  - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
  - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
  - a. operate as a non-profit entity;
  - b. remain in good standing with the appropriate registry;
  - c. have a purpose that includes the provision of affordable housing and is consistent with the Specific Purpose;
  - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
  - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
  - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
  - g. provide BC Housing with a copy of the Provider's Constatng Documents and any amendments thereto, as requested by BC Housing from time to time; and
  - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and tenant management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.

**BC Housing IAH-SIF Operating Agreement – Schedule A**

4. **Conflict of Interest.** The Provider will:
  - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
  - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
  - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Disposition and Encumbrance.** The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
8. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
9. **Maintenance.** The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community in which the Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:
  - a. all routine maintenance and repair work;
  - b. routine inspections to ensure safety hazards are identified and corrected;
  - c. regular fire inspections, drills, testing, maintenance, training and maintaining records in respect of the same; and
  - d. routine waste management services.
10. **Inspection.** The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement at any time.

**C. RESPONSIBILITY OF BC HOUSING**

1. **Role of BC Housing.** BC Housing's role is to support the Provider in operating the Development to meet their common goal of providing affordable housing to Low and Moderate Income households.
2. **Provide Information.** BC Housing will provide the information required by the Provider to enable the Provider to carry out its responsibilities under this Agreement, and will provide that information in a timely manner.

## BC Housing IAH-SIF Operating Agreement – Schedule A

### D. OPERATIONAL REVIEW

1. From time to time, BC Housing may conduct an onsite operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
2. BC Housing will provide the Provider with thirty (30) days' written notice of an operational review.

### E. RECORDS

1. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
2. **Procedures and Processes.** The Provider will:
  - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized collection, use, disclosure or destruction of information relating to its obligations under this Agreement;
  - b. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
  - c. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
3. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
4. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

### F. LIABILITY

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.
2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.

## BC Housing IAH-SIF Operating Agreement – Schedule A

3. **Survival.** The obligations set out in *Schedule A, Part F, Clauses 1 and 2* survive termination of this Agreement.

### G. DISPUTE RESOLUTION

1. If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:
  - a. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
  - c. After dispute resolution attempts have been made under *Schedule A, Part G, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

### H. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement:
  - a. the Provider fails to comply with any provision of this Agreement;
  - b. the Provider fails to remain in good standing with the appropriate registry;
  - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
  - d. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
  - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part H, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
3. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
4. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part H, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy:
  - a. reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement; and
  - b. exercise its rights and remedies under the Section 219 Covenant.
5. **Appointment of Receiver.** As an alternative to exercising any right of termination provided under this Agreement, BC Housing may elect to appoint, or request a court of competent jurisdiction to appoint, a receiver, with or without bond as BC Housing or the court may determine, and, from time to time, may remove any receiver so appointed and appoint another in its place, or request the court to do so. A receiver so appointed is not an officer or agent of BC Housing, and has all the necessary and exclusive power to deal with the obligations of this Agreement including the power to:



## BC Housing IAH-SIF Operating Agreement – Schedule A

- a. take control, possession and direction of the Development and the Provider's assets in connection with this Agreement, and carry on the business of the Provider in operating, managing and maintaining the assets in accordance with this Agreement;
  - b. demand and recover all the income of the Development by direct action, distress or otherwise, in the name of either the Provider or BC Housing;
  - c. observe or perform, on behalf of the Provider, all the Provider's obligations under this Agreement and any other contracts pertaining to the Development;
  - d. give receipts, on behalf of the Provider, for any money received; and
  - e. carry out such other powers as the court may order.
6. **Application of Revenue.** The Provider acknowledges that the receiver will apply the gross revenue from the Development, which it recovers or receives from time to time, as follows:
- a. firstly, in payment of all costs, charges and expenses of or incidental to the appointment of the receiver and the exercise by it of all or any of its powers, including the reasonable remuneration of the receiver which is to be approved by BC Housing, and all outgoings properly payable by the receiver, together with all legal costs in respect thereof on a solicitor and client basis;
  - b. secondly, in payment of all operating expenses for the Development;
  - c. thirdly, if required by BC Housing, in repayment of any applicable subsidies and accumulated funds; and
  - d. lastly, to pay any balance to BC Housing.
7. **No Liability.** The Provider acknowledges and agrees that:
- a. BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
  - b. the receiver will be under no liability to the Provider for any act or omission of the receiver.
8. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing, at its sole determination, will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
- a. the Provider is in default under the Loan or otherwise fails to comply with any of the provisions of the Loan documentation;
  - b. upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
  - c. upon the Provider ceasing to operate on a non-profit basis; and
  - d. upon the dissolution of the Provider.
9. **Termination arising from Damage or Destruction.** If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, the Provider will promptly repair or replace the Development to restore it to a substantially similar condition as existed prior to the damage or destruction. BC Housing may specify a reasonable time period for the Provider to restore the Development and, in the event that the Provider elects not to restore the Development within the specified time period, BC Housing may terminate this Agreement by delivering written notice of immediate termination to the Provider.
10. **Adjustments on Termination.** Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

### I. GENERAL PROVISIONS AND INTERPRETATION

1. **Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
2. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail,

## BC Housing IAH-SIF Operating Agreement – Schedule A

- personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
3. **Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
  4. **Time.** Time is of the essence of this Agreement. If either party expressly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified pursuant to this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
  5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
  6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included and is enforceable to the fullest extent permitted at law or at equity.
  7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
  8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
  9. **Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
  10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
  11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
  12. **Assignment and Subcontracting.**
    - a. The Provider will not without the prior written consent of BC Housing:
      - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
      - ii. subcontract any obligation of the Provider under this Agreement.
    - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

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**SCHEDULE B – FINANCIAL**

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**A. FUNDING ASSISTANCE FROM BC HOUSING**

1. **Funding.** BC Housing will provide financing in the form of a Loan to facilitate the construction of the Development. The terms and conditions of the Loan are outlined separately in the Loan documents. This Agreement is not to be construed as a substitution for or derogation from the provisions of the Loan documents.
2. **No other Assistance.** BC Housing is not committed or obliged to make any other financial contribution to the Provider or to subsidize the ongoing operation of the Development.

**B. REVENUES AND EXPENSES**

1. **Rent.** The Rent for the Residents of the Development will be set at or below the Affordable Market Rent. Over time, the Provider will make an effort to increase the number of below Affordable Market Rent units as operating costs and revenues permit.
2. **Revenues.** The Provider will be responsible for collecting all Rents and other revenue for the Development, and the Provider will be responsible for paying out of such revenues all costs associated with the operation of each Development.
3. **Deficit.** The Provider will be responsible for any operating shortfalls or extraordinary expenses. Any deficit will not be the responsibility of BC Housing.


**C. CAPITAL FUND**

1. **Capital Fund.** The Provider will create a Capital Fund to fund capital repairs and replacements to the Improvements within the Development in accordance with the Schedule of Capital Repairs approved by BC Housing. Prior to the Commencement Date, the Provider will:
  - a. prepare a Schedule of Capital Repairs and submit it to BC Housing for approval; and
  - b. establish a monthly Capital Fund contribution amount and obtain BC Housing's approval for that contribution amount.
2. **Capital Fund Expenditure.** Capital Funds may only be expended as follows:
  - a. to pay for capital repairs and replacements to the improvements on the land in accordance with the Schedule of Capital Repairs; or
  - b. to make other payments as may be approved by BC Housing.
3. **Investment of Funds.** The Provider will deposit and keep the Capital Fund and accumulated interest in securities authorized in accordance with the Provider's Constaning Documents, the *Societies Act* (British Columbia), and the *Trustee Act* (British Columbia).

**D. ACCUMULATED OPERATING REVENUE**

1. **Accumulated Operating Revenue.** The Provider will retain the Accumulated Operating Revenue. The Provider will use the Accumulated Operating Revenue on the following:
  - a. to increase the number of below Affordable Market Rent units in the Development; or
  - b. on costs relating directly to the Development.

**E. FINANCIAL MANAGEMENT AND ADMINISTRATION**

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the Development, including:
    - a. record keeping and financial statements in accordance with Canadian Accounting Standards;
    - b. clearly defined spending authority; and
    - c. policies and procedures for arrears, purchasing and investment of Capital Funds and Accumulated Operating Revenue.
  2. **Operating Budget.** The Provider will prepare an operating budget in advance of each Fiscal Year and regularly review financial affairs in accordance with *Schedule B*.
  3. **Revenue.** All revenue received by the Provider from whatever source with respect to the Development will be collected by the Provider, held by the Provider and used by the Provider solely for the purpose of and to the extent authorized by this Agreement.
- 

**BC Housing IAH-SIF Operating Agreement – Schedule B**

4. **Reporting.** Within four (4) months after the end of each Fiscal Year, or as otherwise requested by BC Housing, the Provider will submit to BC Housing audited financial statements for that Fiscal Year and a copy of the related auditor's management letter, and the following will apply:
  - a. where the Provider provides services in addition to those provided under this Agreement, the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided;
  - b. include details of any funding received from another agency or organization and used by the Provider to co-fund any services provided by the Provider under this Agreement;
  - c. indicate that the Provider has properly funded and maintained the Capital Fund, and that all interest accruing to the Capital Fund has been recorded;
  - d. indicate that any Accumulated Operating Revenue is being spent and accounted for as provided in this Agreement; and
  - e. submit other financial information requested by BC Housing in a format approved by BC Housing from time to time.

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**SCHEDULE C – RESIDENT SELECTION AND RESIDENCY AGREEMENTS**

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**A. RESIDENT SELECTION AND RESIDENCY AGREEMENTS**

1. **Landlord and Tenant Relationship.** The full normal relationship between landlord and tenant will exist between the Provider and the Resident. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay Rent.
2. **Resident Selection.** The Provider will select Residents in accordance with the Specific Purpose. The Provider will use all reasonable efforts to maintain full occupancy of the Development with Residents who meet the Specific Purpose, but if there are no applicants for a vacant unit in accordance with the Specific Purpose then the Provider may accept applicants at any income level with the approval of BC Housing which will not be unreasonably withheld. Over time, as operating surpluses permit, the Provider will increase the number of units being offered below Affordable Market Rent.
3. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where restricted populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
4. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development and will notify BC Housing of any extended vacancies.
5. **Approved Residents.** All Residents must be selected in accordance with the Specific Purpose and must be placed in a Residential Unit appropriate to their household size in accordance with the Occupancy Standards. Exceptions may be made for:
  - a. persons designated by mutual agreement between BC Housing and the Provider; or
  - b. staff or other authorized personnel required to operate and maintain the Development and who are bona fide employees of the Provider. The maximum income threshold/limitation does not apply to this type of residency.
6. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
7. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the *Residential Tenancy Act* (British Columbia).
8. **Resident Relations.** The Provider will establish policies and procedures to:
  - a. select Residents in an open, fair, consistent and non-discriminatory way;
  - b. serve Residents promptly and courteously, with clear and informative communication;
  - c. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
  - d. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
9. **Proof of Income.** The Provider will obtain a declaration ("Declaration of Income") and supporting documentation as evidence of the Income of that Resident at the time of the initial occupancy. The declaration will be in a form approved by BC Housing as may be amended by BC Housing from time to time. The Provider will maintain a copy of each Resident's proof of Income in a file available to BC Housing on request.

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**SCHEDULE D – INSURANCE**

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**A. INSURANCE BY PROVIDER**

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion:
  - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
  - b. The foregoing insurance will be primary and not require the sharing of any loss by any insurer of BC Housing.
  - c. The Provider will provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider will provide certified copies of such policies.
2. The Provider will add BC Housing as additional insured under any insurance policies obtained pursuant to this Agreement.
3. The Provider will promptly notify BC Housing of any circumstance known or which becomes known to the Provider which might materially affect the coverage under the Provider's insurance policies.
4. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
5. The Provider will provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
6. The Provider hereby waives all rights of recourse against BC Housing with regard to any damage, theft or loss of the Provider's property and agrees to carry adequate insurance coverage against such damage, theft or loss of property.
7. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act* (British Columbia).

BL10566, BL10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the 12th day of October, 2017 is

**BETWEEN:**

**Cerco Developments Ltd.**  
3 - 1331 Ellis Street  
Kelowna, BC  
V1Y 1Z9

**AND:**

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at *955 Leon Avenue* legally described as *Lot A, D.L. 138, O.D.Y.D. plan KAP82339* (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements [*or alter existing improvements*] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

1. **The Project** - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. Build 28 suites extra to the existing rental complex for the sole purposes of renting
  - b. Within those 28 units 4 units are to be built as HC accessible units for tenants with disabilities

2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
4. **Revitalization Tax Exemption** - subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in this agreement.
5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must obtain a building permit from the City for the Project on or before September 20, 2017;
  - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as a *rental apartment - Prato Square* (the “Exempt Use”) and for no other use, by no later than August 1, 2018;
  - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
  - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;
7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028, inclusive.
8. **{deleted}**



9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:

- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
- b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

11. **Cancellation** - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:

- a. on the written request of the Owner; or
- b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

Attention: Angie Schumacher  
250-470-0687

- b. in the case of a notice to the Owner, at:

*Cerco Developments Ltd.*  
3 - 1331 Ellis Street  
Kelowna, BC  
V1Y 1Z9

Attention: Carlo DiStefano  
Fax: 250-868-9217

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

19. **Powers Preserved** - this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

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

Executed by Carlo DiStefano its  
Authorized signatories:

A handwritten signature in black ink that reads "Carlo DiStefano". The signature is written in a cursive style with a long horizontal flourish at the end.

Name: Carlo DiStefano

Name:  
Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria

## Schedule "C"

### Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 12 day of October, 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and Cerco Developments Ltd. (the "Owner"), the registered owner(s) of Lot A, D.L. 138, O.D.Y.D. PLAN KAP82339 (the "Parcel):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2019 to 2028 inclusive, equal to:

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No BP55624 between 2017 (the calendar year before the commencement of construction of the project) and 2018(the calendar year in which the Revitalization Tax Exemption Certificate is issued)Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No BP55624 between 2017 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

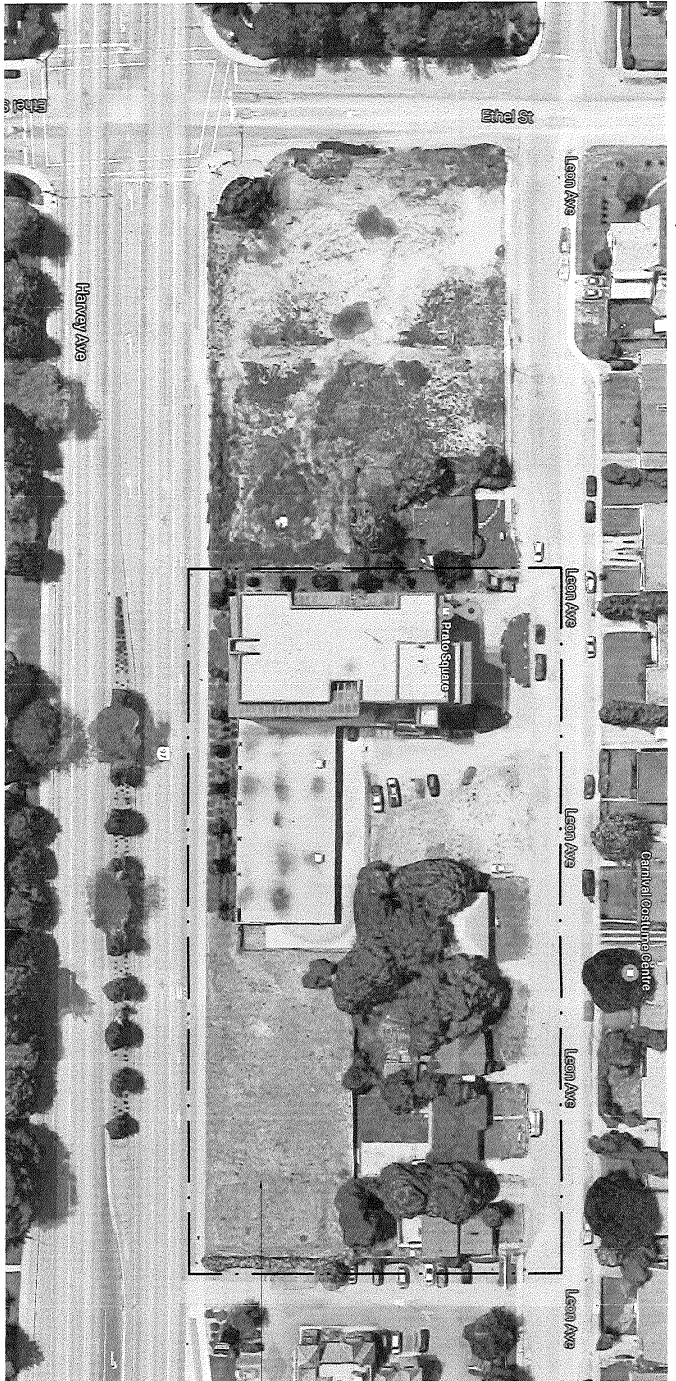
The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

# PRATO SQUARE PHASE 2 - 28 UNITS

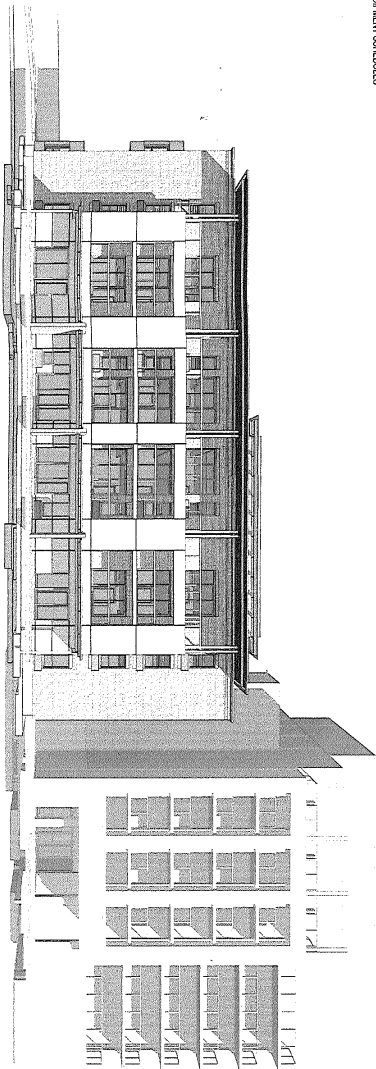


955 LEON AVENUE  
 KELOWNA, BC  
 ISSUED FOR BUILDING  
 PERMIT REVIEW - 17.05.23

SUBJECT PROPERTY

## DRAWING LIST

ARCHITECTURAL	STRUCTURAL	MECHANICAL	ELECTRICAL	LANDSCAPING	CIVIL
A01 COVER SHEET	S11 GENERAL NOTES	M10 TITLE SHEET, SITE LAYOUT, DEMO & NEW STORM	E1 SITE PLAN SYMBOL LEGEND	L1 MATERIAL PLAN	
A11 SITE PLAN	S12 TYPICAL DETAILS	M20 UTILITY PLUMBING, PLAN VIEW	E2 FINISHED FLOOR PLAN	L2 GRADING PLAN	
A12 FOUNDATION	S20 CONCRETE FOUNDATION	M21 MAIN FLOOR PLUMBING, PLAN VIEW	E3 FINISHED FLOOR PLAN	L3 FINISH PLAN	
A23 LEVEL 1 - OVERALL FLOOR PLAN	S22 1:1 SUSPENDED SLAB PLAN	M22 2ND & 3RD FLOOR PLUMBING, PLAN VIEW	E4 LEVEL 1 FLOOR PLAN	L4 FINISH PLAN	
A24 LEVEL 2 - OVERALL FLOOR PLAN	S23 1:3/4 SUSPENDED SLAB PLAN	M23 PLUMBING 4TH FLOOR, PLAN VIEW	E5 ROOF FLOOR PLAN	L5 CONSTRUCTION DETAILS	
A25 LOWER ROOF PLAN & TYP. ROOFING DETAILS	S24 1:5 SUSPENDED SLAB PLAN	M31 MAIN FLOOR HVAC PLAN VIEW	E6 UNIT PLANS	L6 CONSTRUCTION DETAILS	
A26 UPPER ROOF PLAN	S31 CONCRETE SECTIONS	M32 2ND & 3RD FLOOR HVAC PLAN VIEW			
A27 LEVEL 1 - ENLARGED SUITE PLANS	S32 CONCRETE SECTIONS	M33 4TH FLOOR HVAC PLAN VIEW			
A28 LEVEL 2 - ENLARGED SUITE PLANS	S33 CONCRETE SECTIONS	M41 ROOF HVAC PLAN VIEW			
A31 BUILDING ELEVATIONS		M42 SWIMMING PLUMBING RISER SCHEMATICS			
A32 BUILDING ELEVATIONS		M43 SPECIFICATIONS & EQUIPMENT SCHEDULES			
A41 BUILDING SECTIONS					
A42 BUILDING SECTIONS					
A43 EXTERIOR WALL SECTIONS					
A44 EXTERIOR WALL SECTIONS					
A60 STAIR PLANS, SECTIONS & DETAILS					
A71 MAIN FLOOR CANYON PLANS, ELEVATIONS & DETAILS					
A72 SOUTH ROOF TOP CANOPY SECTION & DETAILS					
A73 SOUTH ROOF TOP CANOPY SECTION & DETAILS					
A81 REFERENCED CEILING PLANS					
A82 LEVEL 1 - ENLARGED CEILING PLANS					
A83 LEVEL 2, 3 & 4 - ENLARGED CEILING PLANS					
A84 ASSEMBLES, EXTERIOR FINISHES SCHEDULE & WINDOW SCHEDULE					
A91 WINDOW SCHEDULE					
A92 WINDOW SCHEDULE					
A93 WINDOW SCHEDULE					



**CITY OF KELOWNA  
BYLAW NO. 9727**

**Housing Agreement Authorization Bylaw – Cerco Developments Ltd.  
955-1005 Leon Avenue**

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Whereas pursuant to Section 905 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Cerco Developments Ltd. for the lands known as:

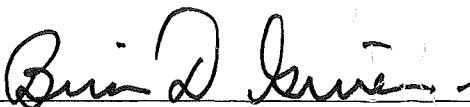
Lot A, District Lot 138, ODYD, Plan KAP82339

located on Leon Avenue, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".

2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 29<sup>th</sup> day of January, 2007.

Adopted by the Municipal Council of the City of Kelowna this 1st day of May, 2007.

  
\_\_\_\_\_  
Mayor

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

SUBMITTED BY  
KERSHAW KUROYAMA

15 AUG 2007 13 46

LB097655

COPY

LOCAL GOVERNMENT ACT

(Part 26)

NOTICE OF HOUSING AGREEMENT

To: Registrar of Titles

TAKE NOTICE THAT the land described below is subject to a housing agreement with the City of Kelowna

PARTICULARS OF HOUSING AGREEMENT

Description:

- (a) Type of Notice: Housing Agreement
- (b) Bylaw No. 9727
- (c) Statutory Authority s. 905(5)

Legal Description of Land Affected:

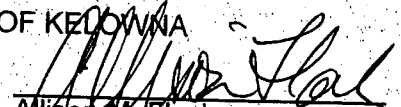
PARCEL IDENTIFIER: 026-867-770  
Lot A, District Lot 138, ODYD, Plan KAP82339

Agreement Date:

Dated May 3, 2007

CITY OF KELOWNA

By:



Allison M. Flack  
City Clerk



LAND TITLE ACT  
FORM C

(Section 219.81)  
Province of British Columbia

**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office use)

SUBMITTED BY  
KERSHAW KUROYAMA

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
City of Kelowna  
1435 Water Street  
Kelowna, BC V1Y 1J4  
(250) 469-8610

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)  
026-867-770 LOT A, DISTRICT LOT 138, O.D.Y.D., PLAN KAP82339

3. NATURE OF INTEREST:*	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION Section 219 Covenant	Entire Document	Transferee

4. TERMS: Part 2 of this Instrument consists of (select one only)  
(a) Filed Standard Charge Terms  
(b) Express Charge Terms  D.F. No.  
(c) Release  Annexed as Part 2  
 There is no Part 2 of this instrument  
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):\*  
CERCO DEVELOPMENTS LTD. (Incorporation No. BC0680153)

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))\*  
CITY OF KELOWNA, a Municipal Corporation having its offices at  
1435 Water Street, Kelowna, BC V1Y 1J4

7. ADDITIONAL OR MODIFIED TERMS: \*  
N/A

8. EXECUTION(S):\*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

CERCO DEVELOPMENTS LTD., by its authorized signatory(ies)

  
**RYAN WILLIAM SMITH**  
A COMMISSIONER FOR TAKING  
AFFIDAVITS WITHIN BRITISH COLUMBIA

Y	M	D
07	08	09

  
PRINT NAME:  
CARLO DISTEFANO

OFFICER OF COURTS, 1435 WATER STREET, KELOWNA, BC V1Y 1J4

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, C.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT  
FORM E

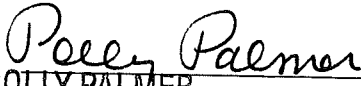
**SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

Officer Signature(s)

Execution Date

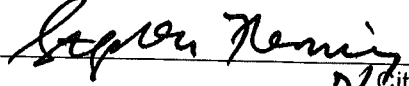
Party(ies) Signature(s)

  
POLLY PALMER  
A COMMISSIONER FOR TAKING  
AFFIDAVITS OF BRITISH COLUMBIA  
1435 WATER STREET, KELOWNA, B.C.

Y	M	D
07	08	14

CITY OF KELOWNA by its authorized signatories:

  
SHARON SHEPHERD, MAYOR

  
D/ City Clerk  
STEPHEN FLEMING, DEPUTY CITY CLERK

AS TO BOTH SIGNATURES

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1979, C.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**PART 2 - TERMS OF INSTRUMENT**

**SECTION 219 COVENANT AND HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2007 is:

**BETWEEN:**

CERCO DEVELOPMENTS LTD. (Incorporation No. BC0680153)  
7209 Railway St. S.E.  
Calgary AB T2H 2V6

("Owner")

**AND:**

**CITY OF KELOWNA,**  
a Municipal Corporation having Offices at:  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

("City")

**GIVEN THAT:**

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include some affordable rental housing units, in accordance with the City's definitions, on certain lands more particularly described in this Agreement;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;
- C. The City may, pursuant to section 905(1) of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- D. The Owner and the City wish to enter into this Agreement to provide for affordable rental and/or special needs housing on the terms and conditions set out in this Agreement, and agree that this agreement is both a section 219 covenant under the *Land Title Act* and a housing agreement under s. 905 of the *Local Government Act*; and
- E. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as covenants granted by the Owner to the City under section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the City under s. 905(1) of the *Local Government Act*, as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions -

"Affordable Rental" is the affordable rental rate published periodically by the City, being a calculation of average rents for Kelowna, using data from the annual Canada Mortgage and Housing Corporation ("CMHC") Rental Market Report as set out in Schedule "B";

"Affordable Rental Unit" means a Unit that is available for rent at an Affordable Rental rate;

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi permanently for a Household.. This use does not include a room in a hotel or a motel.

"Gross Annual Income" means the sum of all taxable incomes, being the amount identified as taxable income on the most recent income tax return (line 260 of the income tax T1 General Form), of all individuals 15 years and older that reside in the Household.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one caregiver or nanny;

"Land" means the land described in Item 2 of the Form C to which this Agreement is attached;

"LTO" means the Kamloops Land Title Office or its successor;

"Maximum Allowable Income" means, in respect of an Affordable Rental Dwelling Unit, the threshold income level calculated according to the formula set out in Schedule "B";

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 7600, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Special Needs Individual" means an individual with physical or mental disabilities or illness has special needs respecting the design and construction of the Special Needs Dwelling Unit occupied by that individual, including any individual who is confined to a wheelchair;

"Special Needs Dwelling Unit" means a dwelling designed to accommodate the needs of a Special Needs Individual, which unit may or may not also be an Affordable Rental Unit;

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*; and

"Tenant" means a Household occupying an Affordable Rental Dwelling Unit pursuant to a Tenancy Agreement, and that has a Gross Annual Income equal to or lesser than the Maximum Allowable Income.

**1.2 Interpretation** - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;

- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) performance of this Agreement by the Owner is a condition, as contemplated by s. 904 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and
- (c) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.0 The Owner and the City hereby covenant and agree as follows:

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a maximum of 144 residential units at a density of 1.355 (floor area ratio) on the Land.
- (c) The number of Affordable Rental Dwelling Units constructed by the Owner shall be 7, being 4.9 percent of the total number of residential units in the development;
- (d) The number of Special Needs Dwelling Units constructed by the owner on the Land shall be 0, being 0% of the total number of residential units on the Land; and
- (e) The Owner acknowledges that the registration of this Affordable Housing Agreement will allow the City to grant a density bonus of 0.10.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.0 **Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing an Affordable Rental Dwelling Unit other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified affordable rental dwelling unit(s) are available in accordance with this agreement.

**ARTICLE 4  
AFFORDABLE RENTAL UNITS**

**4.0 Use and Occupancy For Affordable Rental Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner must rent or lease the Affordable Rental Dwelling Unit(s) on the Land only to a Tenant whose Household has a Gross Annual Income equal to or lesser than the Maximum Allowable Income, on a month-to-month basis or by a lease agreement not to exceed three years, including any rights of renewal;
- (b) the rent payable for a Affordable Rental Unit must be calculated as set out in Schedule "B" to this agreement;
- (c) the Owner agrees that since the determination of Affordable Rental includes consideration, fees or charges for use of limited common property, utilities and other utility services, no further consideration, charges, or fees may be levied or collected by or on behalf of the Owner as part of the rent for a Affordable Rental Unit under this section for use of limited common property, sanitary sewer, storm sewer, or water utilities for or in respect of the Dwelling Unit or any fees or charges for gas or electrical utilities provided to the Dwelling Unit;
- (d) the Owner must specify in every Tenancy Agreement the existence of this Agreement and the occupancy restrictions applicable to the Dwelling Unit, and attach a copy of this Agreement to every Tenancy Agreement;
- (e) the Owner will deliver a copy of the Tenancy Agreement to the City upon demand; and
- (f) the Owner will terminate any Tenancy Agreement where the Tenant users or occupies, or allows the use or occupation of the Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).

**4.1 Prospective Tenants** – The Owner will be solely responsible for screening prospective Tenants to determine whether or not they qualify for Affordable Rental and whether or not their households have Gross Annual Incomes equal to or lesser than the Maximum Allowable Income, in accordance with this Agreement,. For greater certainty, the Owner agrees that the City is not responsible for, and makes no representation to the Owner regarding, the suitability of any prospective Tenant.

**4.2 Damages and Rent Charge** - The Owner agrees with the City as follows:

- (a) **Rental Restriction** - the Gross Annual Income of all individuals who occupy the Affordable Rental Unit must not exceed the amount set out in Schedule "B" to this Agreement;
- (b) **Damages for Breach** - for each day an Affordable Rental Dwelling Unit is occupied in breach of this Agreement, the Owner must pay the City \$100.00 for each day on which the breach has occurred, as liquidated damages and not as a penalty, due and payable at the offices of the City on the last day of the calendar month in which the breach occurred, but the City agrees that this section applies only if the City has given 60 days' written notice to the Owner of occupancy of the Affordable Rental Dwelling Unit in breach of this Agreement and the Owner has not cured that breach before expiry of that 60 days;
- (c) **Statutory Declaration** – When making an application for a business license or a renewal of a business license pursuant to the City's Business License Bylaw No. 7878, or its successor, the Owner must deliver to the City a statutory declaration, substantially in the form attached as Schedule A, sworn by the Owner,

or a knowledgeable director, officer or employee of any corporate Owner, under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration. Additionally, the City may request the Owner deliver to the City such a statutory declaration no more than four times in any year. The Owner must submit such a statutory declaration a minimum of once a year; and

- (d) **Tenant Income Tax Information** - By June 1<sup>st</sup> of each year an Affordable Rental Dwelling Unit is occupied, the Owner will send the [officer position] of the City the most recent income tax return information for the Household that occupies that unit. Should a Tenant object to giving his or her Household's income tax return information to the Owner, the Tenant may send it directly to the [officer position] of the City.

## ARTICLE 5 SPECIAL NEEDS UNITS

- 5.1 **Minimum Number of Special Needs Occupants** - The Owner agrees with the City that a Special Needs Unit must be occupied by a Household with at least one Special Needs Individual.
- 5.2 **Damages for Breach** - For each day a Special Needs Unit is occupied in breach of this Agreement, the Owner must pay the City \$100.00 for each day on which the breach has occurred, as liquidated damages and not as a penalty, due and payable at the offices of the City on the last day of the calendar month in which the breach occurred, but the City agrees that this section applies only if the City has given 60 days' written notice to the Owner of occupancy of the Special Needs Unit in breach of this Agreement and the Owner has not cured that breach before expiry of that 60 days.
- 5.3 **Statutory Declaration** - Within five days after receiving notice from the City, the Owner must deliver to the City a statutory declaration, substantially in the form attached as Schedule A, sworn by the Owner, or a knowledgeable director, officer or employee of any corporate Owner, under oath before a commissioner for taking Affidavits in British Columbia, containing all of the information required to complete the statutory declaration. The City may request such a statutory declaration no more than four times in any year.

## ARTICLE 6 GENERAL

- 6.1 **Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:
  - (a) this Agreement constitutes both a covenant under s. 219 of the *Land Title Act* and a housing agreement entered into under s. 905 of the *Local Government Act*;
  - (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land; and
  - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- 6.2 **No Effect On Laws or Powers** - This Agreement does not
  - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
  - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,



- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**6.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**6.4 Notice** - Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**6.5 Covenant Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in accordance with section 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**6.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**6.7 – Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

**6.8 - Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

**6.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

**6.10 Further Acts** - The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

**6.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**6.12 – Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

**6.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

**6.4 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.

**6.15 Priority** - The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement, and each subsequent section 219 covenant contemplated by section 2 are registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of these agreements.

**6.16 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.

**6.17 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their Agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this agreement is attached and which forms part of this agreement.

**SCHEDULE A**  
**[AFFORDABLE RENTAL UNITS]**

CANADA	)	IN THE MATTER OF A HOUSING
	)	AGREEMENT WITH THE CITY OF
PROVINCE OF BRITISH COLUMBIA	)	KELOWNA ("Housing Agreement") for the
	)	land legally described as LOT A, DISTRICT
	)	LOT 138, O.D.Y.D., PLAN KAP82339
	)	
	)	
	)	
	)	

I, \_\_\_\_\_, of \_\_\_\_\_, do solemnly declare:

1. This declaration is made with respect to the Dwelling Unit ("Unit") legally or otherwise described as follows:

LOT A, DISTRICT LOT 138, O.D.Y.D., PLAN KAP82339 - 955-1005 Leon Ave.

2. That I am the Owner of the Unit and make this declaration to the best of my personal knowledge.

[or]

That I am the \_\_\_\_\_ [director, officer, employee] of the Owner of the Unit and [make this declaration to the best of my personal knowledge] [or: have been informed by \_\_\_\_\_ and believe the statements in this declaration to be true].

3. This declaration is made pursuant to the Housing Agreement in respect of the Unit.

4. The average affordable rent for Kelowna from the most recent annual Canada Mortgage and Housing Corporation (CMHC) Rental Market Report for an apartment of the Unit's size is \$ \_\_\_\_\_ per month, including the cost of heat, water, and electricity;

5. The rent charged each month for the Unit is as follows:

(a) the monthly rent on the date 365 days before the date of this statutory declaration was \$ \_\_\_\_\_ per month;

(b) the monthly rent on the date of this statutory declaration is: \$ \_\_\_\_\_; and

(c) the proposed or actual monthly rent that will be payable on the date that is 90 days after the date of this statutory declaration is \$ \_\_\_\_\_.

6. For the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ the Unit was occupied by the following persons, whose names and addresses appear below, and in accordance with the Housing Agreement:

[INSERT NAMES AND AGES OF ALL OCCUPANTS WITH ADDRESS OF UNIT].

- 8. The gross annual income of all individuals aged 15 and over who reside in the Unit is equal to or less than the maximum allowable income \$\_\_\_\_\_, being the average affordable rent set out in Clause 4 above multiplied by 40
- 9. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the City of \_\_\_\_\_ )  
\_\_\_\_\_ in the \_\_\_\_\_ )  
\_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_ )  
\_\_\_\_\_, \_\_\_\_\_. )

\_\_\_\_\_  
) **Signature of person making declaration**

\_\_\_\_\_  
)  
A Commissioner for taking affidavits for  
British Columbia )

**SCHEDULE B**  
**[AFFORDABLE RENTAL CALCULATIONS]**

The "Affordable Rental" rate is based on the premise that households that spend 30% of their income on basic shelter costs to afford rents equivalent to the average rents published annually by Canada Mortgage and Housing Corporation (CMHC) for Kelowna are facing a housing shortage. This is the direction behind the City of Kelowna Official Community Plan, Bylaw 7600 (policy 8.1.16). This Housing Agreement is a method of creating affordable housing for such households.

The City of Kelowna will publish the Average Monthly Rents for different sizes of Affordable Rental Dwelling Units periodically, which will be the average rents for Kelowna from the annual CMHC Rental Market Report.

The Owner may not permit a Household whose Gross Annual Income is greater than the Maximum Annual Income, as calculated according to the formula below, to occupy an Affordable Rental Dwelling Unit. Gross Annual Income is aggregated taxable income (line 260 of income tax T1 General Form) of all residents 15 years and older residing in the Dwelling Unit. The Maximum Allowable Income is calculated based on the Dwelling Unit size by number of bedrooms that the Household rents. Rent, for affordability purposes, must include heat, electricity and water.

The formula to calculate the Maximum Annual Income permitted for a Household to occupy an Affordable Rental Dwelling Unit is as follows:

$$\text{Maximum Annual Income} = \text{Average Monthly Rent (CMHC)} \times 40$$

This is an abbreviated version of:

$$(\text{Maximum Annual Income} \times 30\%) = (\text{Average Monthly Rent} \times 12 \text{ months})$$

**SAMPLE:**

Average Monthly Rents of All Private Apartments in the City of Kelowna, 2006  
(Canada Mortgage and Housing Corporation Market Rental Survey- City of Kelowna)

	Bachelor	One Bedroom	Two Bedroom	Three Bedroom +
Average Monthly Rent	\$524	\$661	\$800	\$834

The Maximum Annual Income Calculations for 2006:

1 Bedroom Unit

$$\text{Maximum Annual Income} = \$661 \times 40 = \$26,440$$

2 Bedroom Unit

$$\text{Maximum annual income} = \$800 \times 40 = \$32,000$$

3 Bedroom Unit

$$\text{Maximum annual income} = \$834 \times 40 = \$33,360$$

**END OF DOCUMENT**