



CITY OF WEST KELOWNA REGULAR COUNCIL AGENDA

Tuesday, November 10, 2020, 1:30 P.M.

COUNCIL CHAMBERS

2760 CAMERON ROAD, WEST KELOWNA, BC

Pages

1. CALL THE REGULAR COUNCIL MEETING TO ORDER

It is acknowledged that this meeting is being held on the traditional territory of the Syilx/Okanagan Peoples.

This meeting is open to the public and all representations to Council form part of the public record. In accordance with COVID-19 protocols, a viewing area that will accommodate three members of the public is available on a first come first serve basis. This meeting is being webcast live and will be archived on the City's website.

2. INTRODUCTION OF LATE ITEMS

3. ADOPTION OF AGENDA

4. ADOPTION OF MINUTES

- | | | |
|------|---|---|
| 4.1. | Minutes of the Special Council Meeting held October 19 and 20, 2020 at the Kelowna Yacht Club, 1370 Water Street, Kelowna, BC | 4 |
| 4.2. | Minutes of the Special Council Meeting held October 27, 2020 in the City of West Kelowna Council Chambers | 6 |
| 4.3. | Minutes of the Regular Council Meeting held October 27, 2020 in the City of West Kelowna Council Chambers | 8 |

5. MAYOR AND COUNCILLOR'S REPORTS

5.1. Mayor Milsom

- | | | |
|--------|---|----|
| 5.1.1. | Regional District of Central Okanagan Highlights from the October 26, 2020 Regional Board Meeting | 14 |
|--------|---|----|

6. DELEGATIONS

7. UNFINISHED BUSINESS

8. DIVISION REPORTS

8.1. CHIEF ADMINISTRATIVE OFFICER

8.1.1. Rose Valley Water Treatment Plant Progress Update

Verbal Update from the CAO

8.1.2. COVID-19 Update

16

Information Report from the CAO

8.1.3. 2020 Department Statistics – 3rd Quarter

18

Information Report from the CAO

8.2. DEVELOPMENT SERVICES

8.2.1. Z 20-07, Zoning Amendment Bylaw No. 154.95 (1st and 2nd reading), Unaddressed Asquith Road

34

Recommendation:

THAT Council give first and second reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.95, 2020 (File: Z 20-07); and

THAT Council direct staff to schedule the proposed bylaw amendment for Public Hearing.

8.3. ENGINEERING / PUBLIC WORKS / PARKS

8.4. FIRE RESCUE SERVICES

8.5. CORPORATE INITIATIVES

8.6. FINANCIAL SERVICES

8.6.1. BC Hydro Fast Charging Station – License of Occupation Agreement

49

Recommendation:

THAT Council direct the Mayor and Corporate Officer to execute a License of Occupation agreement with BC Hydro for the purpose of allowing BC Hydro to install, operate, and maintain two electric vehicle fast charging stations at 3678

Brown Road.

8.7. CORPORATE SERVICES / RECREATION AND CULTURE

9. CORRESPONDENCE AND INFORMATION ITEMS

10. NOTICE OF MOTION

11. ADJOURNMENT OF THE REGULAR MEETING

The next Committee of the Whole meeting is scheduled for 3:00 p.m., Tuesday, November 17, 2020.

The next Council meeting is scheduled for 6:00 p.m., Tuesday, November 24, 2020.



CITY OF WEST KELOWNA
MINUTES OF THE SPECIAL MEETING OF COUNCIL

Monday, October 19, 2020 and Tuesday, October 20, 2020
KELOWNA YACHT CLUB
SPINNAKER BOARD ROOM
1370 WATER STREET, KELOWNA, BC

MEMBERS PRESENT: Mayor Gord Milsom
Councillor Rick de Jong
Councillor Doug Findlater
Councillor Jason Friesen
Councillor Stephen Johnston
Councillor Carol Zanon
Councillor Jayson Zilkie

Staff Present: Paul Gipps, CAO
Allen Fillion, Director of Engineering / Public Works
Warren Everton, Director of Finance / CFO
Sandy Webster, Director of Corporate Initiatives
Michelle Reid, Director of Human Resources
Mark Koch, Director of Development Services
Jason Brolund, Fire Chief
Collette Beggs, Executive Assistant

Other Present: Allen Neilson, Consultant

1. CALL THE SPECIAL COUNCIL MEETING TO ORDER

The meeting was called to order at 9:01 a.m. on Monday, October 19, 2020.

2. INTRODUCTION OF LATE ITEMS

3. ADOPTION OF AGENDA

It was moved and seconded

Resolution No. C268/20

THAT the agenda be adopted as presented.

CARRIED UNANIMOUSLY

4. PROCEDURAL MOTION

It was moved and seconded

Resolution No. C269/20

THAT Council close the meeting in accordance with Section 90(1) of the *Community Charter* for:

(l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under Section 98 [annual municipal report].

CARRIED UNANIMOUSLY

5. ADJOURNMENT OF THE SPECIAL MEETING

The meeting adjourned at 2:47 p.m. on Tuesday, October 20, 2020.

MAYOR

CAO/DEPUTY CORPORATE OFFICER



CITY OF WEST KELOWNA
MINUTES OF THE SPECIAL MEETING OF COUNCIL

Tuesday, October 27, 2020
COUNCIL CHAMBERS
2760 CAMERON ROAD, WEST KELOWNA, BC

MEMBERS PRESENT: Councillor Rick de Jong
Councillor Doug Findlater
Councillor Jason Friesen
Councillor Stephen Johnston
Councillor Carol Zanon
Councillor Jayson Zilkie (Acting Mayor)

MEMBER ABSENT: Mayor Gord Milsom

Staff Present: Paul Gipps, CAO
Allen Fillion, Director of Engineering / Public Works
Warren Everton, Director of Finance / CFO
Jason Brolund, Fire Chief
Sandy Webster, Director of Corporate Initiatives
Michelle Reid, Director of Human Resources
Mark Koch, Director of Development Services
Shelley Schnitzler, Legislative Services Manager/Corporate Officer

1. CALL THE SPECIAL COUNCIL MEETING TO ORDER

The Special Council meeting was called to order at 4:04 p.m.

It was acknowledged that this meeting was held on the traditional territory of the Syilx/Okanagan Peoples.

This meeting was open to the public. In accordance with COVID-19 protocols, a viewing area that could accommodate three members of the public was available. All representations to Council form part of the public record.

2. ADDITIONS OR CHANGES TO PROCEDURAL MOTION

3. ADOPTION OF AGENDA

It was moved and seconded

Resolution No. C270/20

THAT the agenda be adopted as presented.

CARRIED UNANIMOUSLY

4. PROCEDURAL MOTION

Resolution No. C271/20

THAT Council close the meeting in accordance with Section 90(1) of the *Community Charter* for:

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality; and,

THAT Council close the meeting in accordance with Section 90(2) of the *Community Charter* for:

(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

CARRIED UNANIMOUSLY

5. ADJOURNMENT OF THE SPECIAL COUNCIL MEETING

The Special Council meeting adjourned at 5:30 p.m.

ACTING MAYOR

LEGISLATIVE SERVICES MANAGER/CORPORATE OFFICER



CITY OF WEST KELOWNA
MINUTES OF THE REGULAR MEETING OF COUNCIL

Tuesday, October 27, 2020
COUNCIL CHAMBERS
2760 CAMERON ROAD, WEST KELOWNA, BC

MEMBERS PRESENT: Councillor Rick de Jong
Councillor Doug Findlater
Councillor Jason Friesen
Councillor Stephen Johnston
Councillor Carol Zanon
Councillor Jayson Zilkie (Acting Mayor)

MEMBER ABSENT: Mayor Gord Milsom

Staff Present: Paul Gipps, CAO
Allen Fillion, Director of Engineering / Public Works
Warren Everton, Director of Finance / CFO
Sandy Webster, Director of Corporate Initiatives
Michelle Reid, Director of Human Resources
Mark Koch, Director of Development Services
Jason Brolund, Fire Chief
Brent Magnan, Planning Manager
Bob Dargatz, Development Services/Approving Officer
Erin Goodwin, Facilities Manager
Shelley Schnitzler, Legislative Services Manager/Corporate Officer
Stirling Scory, Planner II - Long Range

1. CALL THE REGULAR COUNCIL MEETING TO ORDER

The meeting was called to order at 6:01 p.m.

It was acknowledged that this meeting was held on the traditional territory of the Syilx/Okanagan Peoples.

This meeting was open to the public and all representations to Council form part of the public record. In accordance with COVID-19 protocols, a viewing area that could accommodate three members of the public was available. This meeting was webcast live and is archived on the City's website.

2. INTRODUCTION OF LATE ITEMS

2.1 Municipal Insurance Association Representative (to be added as Item 5.2.5 under Mayor and Councillor's Reports)

3. ADOPTION OF AGENDA

It was moved and seconded

Resolution No. C272/20

THAT the agenda be adopted as amended.

CARRIED UNANIMOUSLY

4. ADOPTION OF MINUTES

4.1 Minutes of the Special Council Meeting held October 13, 2020 in the City of West Kelowna Council Chambers

It was moved and seconded

Resolution No. C273/20

THAT the minutes of the Special Council Meeting held October 13, 2020 in the City of West Kelowna Council Chambers be adopted.

CARRIED UNANIMOUSLY

4.2 Minutes of the Regular Council Meeting held October 13, 2020 in the City of West Kelowna Council Chambers

It was moved and seconded

Resolution No. C274/20

THAT the minutes of the Regular Council Meeting held October 13, 2020 in the City of West Kelowna Council Chambers be adopted.

CARRIED UNANIMOUSLY

5. MAYOR AND COUNCILLOR'S REPORTS

5.1 Anne Fox, President, Royal Canadian Legion Westbank Branch 288

The first Poppy was presented to the Acting Mayor.

5.2 Appointments

It was moved and seconded

Resolution No. C275/20

Regarding the Appointment of Regional District of Central Okanagan Board Alternate

THAT Council, under Section 198 of the *Local Government Act*, rescind the appointment of Councillor Findlater as second Alternate to the Regional District of Central Okanagan Board, and appoint Councillor Zilkie, effective December 1, 2020, as second Alternate for the remaining two year term; and

Regarding Appointment of Economic Development Committee Representative

THAT Council appoint Councillor Friesen, effective December 1, 2020, as representative to the Economic Development Committee for a one-year term; and

Regarding Appointment of Okanagan Regional Library Board Representative and Alternate

THAT Council appoint Councillor Findlater, effective December 1, 2020, to the Okanagan Regional Library Board for a one-year term; and that effective December 1, 2020, Councillor Zanon be appointed as the Alternate; and

Regarding Appointment of Airport Advisory Committee Representative and Alternate

THAT Council appoint Councillor de Jong, effective December 1, 2020, to the Airport Advisory Committee for a one-year term; and that effective December 1, 2020, Councillor Findlater be appointed as the Alternate; and

Regarding Appointment of Municipal Insurance Association Representative and Alternate

THAT Council appoint Councillor Zanon as the Representative to the Municipal Insurance Association for a one-year term; and that Councillor Friesen be appointed as the Alternate.

CARRIED UNANIMOUSLY

6. DELEGATIONS

7. UNFINISHED BUSINESS

8. DIVISION REPORTS

8.1 CHIEF ADMINISTRATIVE OFFICER

8.1.1 Rose Valley Water Treatment Plant Update

The CAO and Director of Engineering and Public Works provided a progress update.

8.2 DEVELOPMENT SERVICES

8.2.1 P20-01, West Kelowna Community Vision (Phase 1 OCP Review)

Information Report from the Senior Planner

Jana Zelenski, Principal, Lanarc Consultants provided an update on the West Kelowna Community Vision process and draft document.

The meeting recessed at 7:17 p.m.

The meeting reconvened at 7:25 p.m.

8.2.2 Z 20-06, OCP and Zoning Amendment Bylaw No. 100.60 and 154.92 (1st and 2nd), Unaddressed Canyon Crest Drive

It was moved and seconded

Resolution No. C276/20

THAT Council give first and second reading to City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.60, 2020 (File: Z 20-06); and

THAT Council give first and second reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.92, 2020 (File: Z 20-06); and

THAT Council direct staff to schedule the proposed bylaw amendments for Public Hearing.

CARRIED UNANIMOUSLY

8.2.3 DP 20-18, Development Permit with Variance, 657 Westside Road

It was moved and seconded

Resolution No. C277/20

THAT Council authorize a variance to S10.4.5(g).1 of Zoning Bylaw No. 0154 to reduce the minimum setback from a private access easement from 6.0 m required to 5.47 m proposed for two front entry garages.

CARRIED UNANIMOUSLY

8.2.4 CDP 14-01 and OCP 20-01, Comprehensive Development Plan and OCP Amendment Bylaw No.0100.57 (3rd & Adopt)

It was moved and seconded

Resolution No. C278/20

THAT Council give third reading and adopt City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.57, 2019; and

THAT Council endorse the Smith Creek Comprehensive Development Plan.

CARRIED UNANIMOUSLY

8.3 ENGINEERING / PUBLIC WORKS / PARKS

8.3.1 Cemetery Bylaw Revision 0166.04 - Adoption

It was moved and seconded

Resolution No. C279/20

THAT Council adopt "Westbank Cemetery Bylaw 0166.04".

CARRIED; Councillor de Jong opposed

8.4 FIRE RESCUE SERVICES

8.5 CORPORATE INITIATIVES

8.6 FINANCIAL SERVICES

8.6.1 Community Economic Recovery Infrastructure Program Application

It was moved and seconded

Resolution No. C280/20

THAT Council authorize staff to apply to the Community Economic Recovery Infrastructure Program seeking funding to replace the Jim Lind Arena and Royal LePage Place Ammonia Chiller inside the Mt. Boucherie Community Centre's Refrigeration Ice Plant,

THAT Council agree to amend the five-year financial plan, as may be required, subject to a successful grant application; and,

THAT Council authorize the Mayor and Chief Administrative Officer to execute the required contribution agreement for a successful application.

CARRIED UNANIMOUSLY

8.6.2 2021 Permissive Tax Exemption Bylaw No. 0283, 2020 Adoption

It was moved and seconded

Resolution No. C281/20

THAT Council adopt "Permissive Tax Exemption Bylaw No. 0283, 2020".

CARRIED UNANIMOUSLY

8.7 CORPORATE SERVICES / RECREATION AND CULTURE

9. CORRESPONDENCE AND INFORMATION ITEMS

10. NOTICE OF MOTION

11. ADJOURNMENT OF THE REGULAR MEETING

The meeting adjourned at 8:10 p.m.

ACTING MAYOR

LEGISLATIVE SERVICES MANAGER/CORPORATE OFFICER

Highlights of the Regional Board Meeting – October 26, 2020

Sanitary Sewer DCC Bylaw

The Regional Board has given three readings to a new East Trunk Sanitary Sewer Development Cost Charges (DCC) Bylaw. It will update the DCC's to be collected from new development projects in the City of West Kelowna and Westbank First Nation reserves that use the sanitary sewer to send wastewater for treatment at the Westside Regional Wastewater Treatment Plant. Funds collected will assist the Regional District with the capital upgrade costs of the East Trunk Sanitary Sewer to accommodate expected growth in the service areas.

Secondary Suite Application

The Regional Board has given first reading to a Joe Rich Rural Land Use Bylaw amendment that would allow a secondary suite at 1876 Huckleberry Road. The applicant wishes to legalize an existing secondary suite within a single detached dwelling on the property located in the Central Okanagan East Electoral Area. A Public Hearing will be scheduled and advertised for this application.

Development Variance Permit

The Regional Board has approved a Development Variance Permit for a property at 515 Mountain Drive in the Central Okanagan West Electoral Area. The variance allows an increase in the maximum height of an existing retaining wall and to vary the setbacks to accommodate the wall's location.

Community Excellence Award Recognition

The Regional District has received an Honourable Mention in the Sustainability category of the Union of BC Municipalities (UBCM) 2020 Community Excellence Awards. The special recognition comes for the RDCO entry focusing on the first two phases of the Regional Floodplain Management Plan. The RDCO has received a \$150,000 grant from the UBCM Community Emergency Response Fund to complete the final phase which will include flood mitigation strategies for the Central Okanagan.

Audio of the Regional Board meeting at:

rdco.com/media/293021/Audio_20_10_26brd.mp3

Program and Service Highlight Video

A video is available highlighting various service and program accomplishments between July and September in the four key areas of the Regional Board Strategic Priorities: Environment, Economic Development, Community Sustainability and Transportation and Mobility. The video can be viewed at youtube.com/user/regionaldistrict.

Regional Board Meetings

Regional District office – 1450 KLO Road, Kelowna (Woodhaven Boardroom).

- **Thursday, November 12** – 8:30 am
Statutory Inaugural Meeting and Governance & Services Committee meeting
- **Monday, November 23** – 7:00 pm

Remembrance Day Office Closure

All services and programs provided from the Regional District of Central Okanagan office on KLO Road in Kelowna will be closed on Wednesday, November 11 for the Remembrance Day holiday.

The Regional District encourages all Central Okanagan residents to pause and reflect on the sacrifices made by our service personnel and peacekeepers to preserve our freedom.

During the holiday, any emergencies involving Regional District water systems should be directed to 250-868-5299.

We look forward to serving you again at 8:00 am Thursday, November 12.

Regular curbside garbage, recycling or yard waste collection will continue on the holiday for those with a normal Wednesday pickup. The North Westside Road and Traders Cove transfer stations will be open for their normal Wednesday operating hours.

The Environmental Education Centre for the Okanagan will be closed on Remembrance Day.

2021 Regional Board Meeting Schedule

*(Meetings start at 7:00 pm unless noted - * indicates Board meeting follows 8:30 am Governance & Services Committee meeting)*

January 14 *	January 25
February 11 *	February 18 Preliminary Budget Review and public comment
February 22 includes Budget public comment	March 11 * includes Budget Review and public comment
March 29 Budget Adoption	April 8 *
April 26	May 13 *
May 31	June 10 *
June 28	July 8 *
July 26	August 23
September 9 *	September 27
October 14 *	October 25
November 4 * Inaugural Statutory Meeting	November 22
December 6	

The Board Report is published monthly after each regular meeting of the Board of the Regional District of Central Okanagan.
The Regional Board meets twice a month in regular session in the Woodhaven Boardroom at the Regional District office, 1450 KLO Road.
The public is welcome to attend.



INFORMATION ONLY COUNCIL REPORT

To: Mayor and Council

Date: November 10, 2020

From: Paul Gipps, CAO

Subject: **COVID-19 Update**

BACKGROUND

The City of West Kelowna continues to offer as many services as possible to our citizens as the Province sets new expectations during the “second wave” of the COVID-19 pandemic.

Some of the recreation and facilities services have had greater challenges than other services. However, overall our staff have risen to the challenge and continue adapting to constantly changing processes and safety measures as they arise. The City has instituted COVID-19 protocols in our nine (9) work sites to ensure public and staff safety remains paramount.

Staff continue to coordinate with our regional local government neighbours and use best practices supported by BC’s Public Health Officer Dr. Bonnie Henry and the Interior Health Authority. Over the coming months we anticipate there will be more changes required.

Over the course of the last eight months of COVID-19, the number of staff hours spent on managing the impacts of the changing response to the COVID-19 pandemic is significant. Our Human Resource (HR) team and, more specifically Mrs. Lisa Hault, has been non-stop assisting staff, preparing policies, working with other local governments and securing supplies and personal protective equipment. Facilities staff have also been extremely busy moving desks, installing barriers, making signs and constantly cleaning City facilities. Communications has also been used extensively to develop videos, prepare public notices and announcements, and help spread the messages to the public we serve. Staff across the City have had to adapt how they perform their roles and responsibilities and meet the guidelines we now use.

While there has been a significant impact on our service delivery, I am extremely proud of how this organization and its staff have responded to these unprecedented times and continue to deliver the essential services they perform.

I also want to acknowledge the public and citizens that use our services in West Kelowna and across the Greater Westside. Their patience and understanding has been exceptional as we continue to change our service delivery methods and processes.

Paul Gipps, CAO

Powerpoint: Yes ☐ No ☒



INFORMATION ONLY COUNCIL REPORT

To: Mayor & Council

Date: November 10, 2020

From: Paul Gipps, CAO

Subject: **2020 Department Statistics – 3rd Quarter**

BACKGROUND

The attached reports from the various departments are intended to give a glimpse at our operations during the 3rd quarter of 2020.

Powerpoint: Yes ☐ No ☒

Attachments:

1. West Kelowna Fire Rescue
2. Development Services
3. Engineering & Public Works
4. Finance
5. Recreation & Facilities
6. Human Resources

West Kelowna Fire Rescue Q3 - 2020



OVERALL STRENGTH	Career Firefighters	Paid-On Call Firefighters	Admin & Chiefs	Prevention
87.6	40	39	5.6	3

4

Paid-On-Call Firefighters Recruited

They are all NFPA 1001 qualified, shortening their initial training period - lowering cost and hours required to place them into active service



155

Hours of Service
at the Christie Mtn Wildfire

Fire Inspections Completed

Relaxed COVID restrictions permitted some fire inspections to resume in the 3rd quarter of 2020.



51

FireSmart Grants Provided

\$51,000 in funds provided. Residents eligible for up to \$500 for mitigation activities on private land

13

High Angle Rescues

during the 3rd quarter of 2020

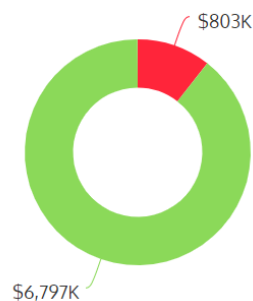
1400+

Visits

to the WKFR COVID-19
internal website

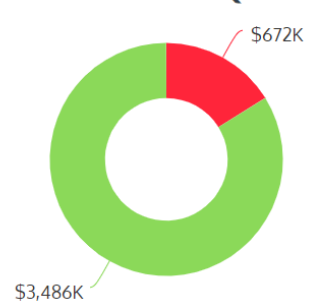
\$\$\$ Lost & Saved

Q3 2019



■ \$ LOST ■ \$ SAVED

Q3 2020

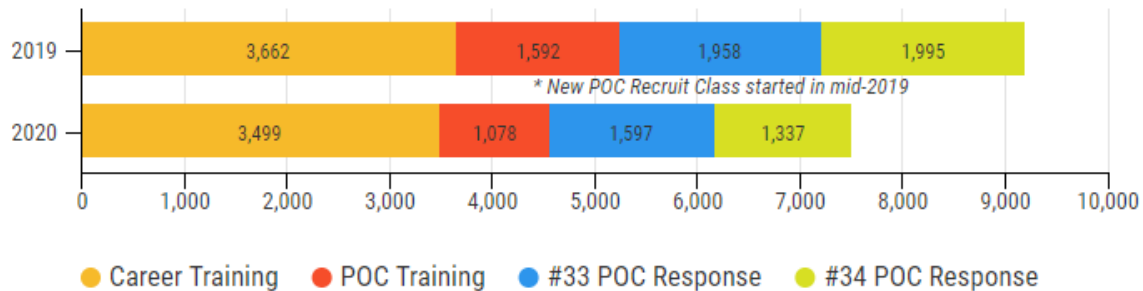


■ \$ LOST ■ \$ SAVED

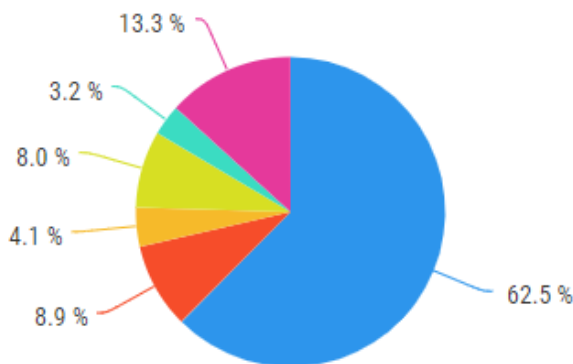
Dollars lost represents the value of property damaged due to fire events, while dollars saved represents the property value undamaged and saved. This metric is useful to evaluate the effectiveness of fire service.

West Kelowna Fire Rescue Q3 - 2020

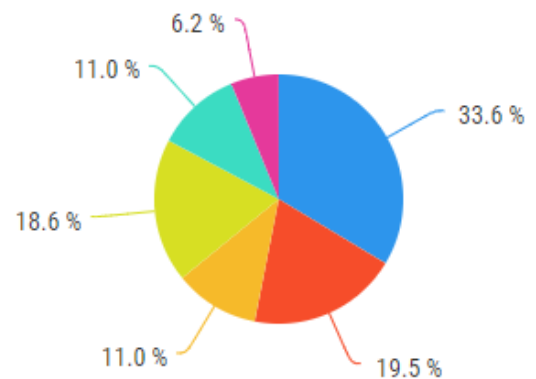
Activity Hours



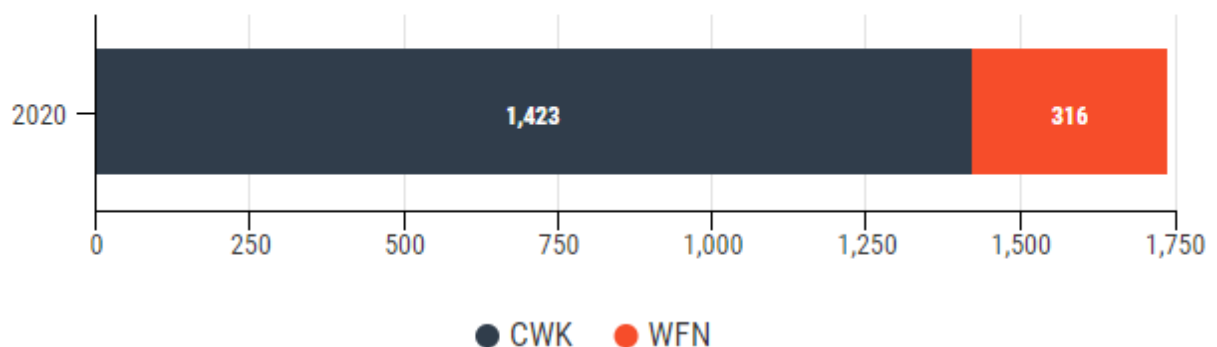
2019 3rd Q Incidents



2020 3rd Q Incidents



Incident Locations (YTD)



West Kelowna Fire Rescue Q3 - 2020

First Medical Responder Program Update

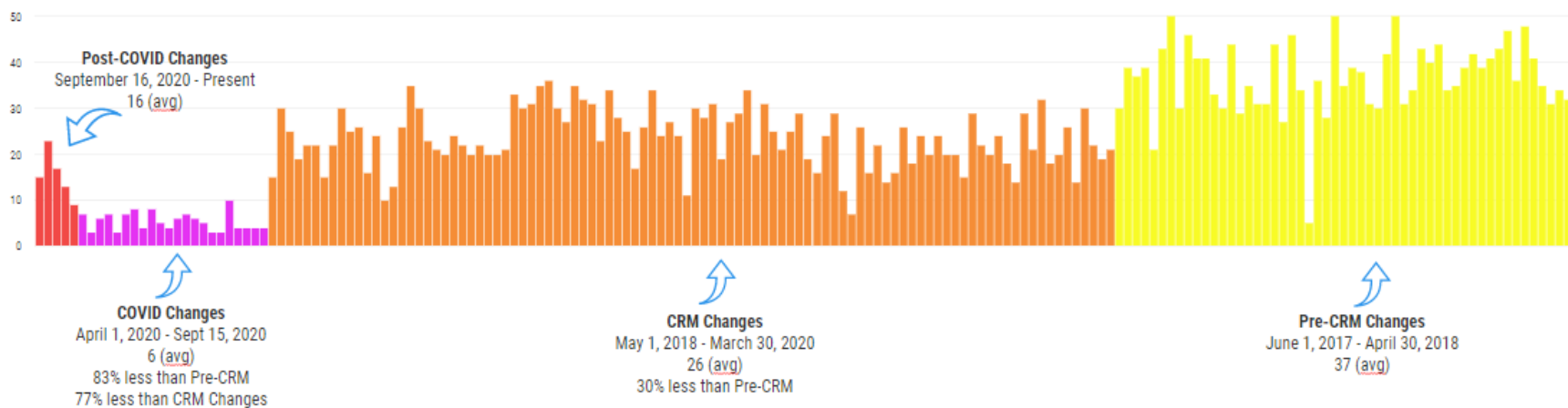
(as of October 2020)

Fire Department First Responders play a critical role in responding to urgent medical calls and their quick arrival can mean the difference between life and death. They also play an important role in supporting paramedics upon their arrival.

Changes to the BC Ambulance “Critical Response Model” (CRM) continue to affect the number and type of medical calls that are attended by WKFR.

- May 2018 - BC Ambulance reduced the types of calls attended to by WKFR, removing some less critical call types (30% reduction)
- April 2020 - BC Ambulance stopped sending WKFR to all calls except cardiac arrest and overdoses (83% reduction) due to COVID
- September 2020 - BC Ambulance resumed sending WKFR to a some calls (56% reduction still remains) as COVID/PPE had stabilized

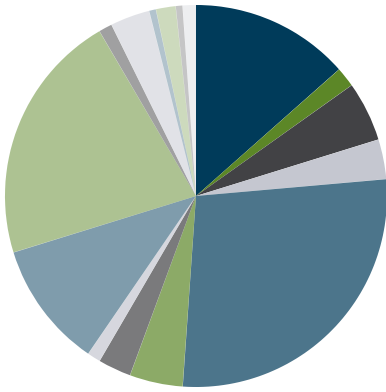
WKFR Weekly First Response Calls (2020-2017)



Development Services Q3 - 2020

Building

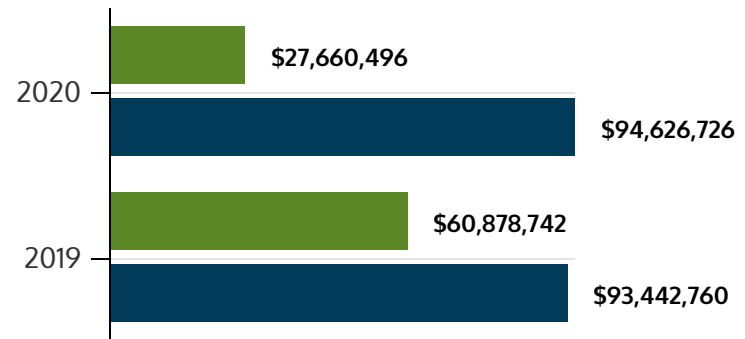
Building Permit Types (Q3 2020)



- Single Family Dwellings (24)
- Secondary Suites (9)
- Residential Demo/Add/Alt (49)
- Accessory Buildings (8)
- Sings (2)
- Sewer Connections (38)
- Commercial (6)
- Industrial Add/Alt (3)
- Institutional Add/Alt (2)
- Carriage Houses (3)
- Multi-Family Dwellings (6)
- Retaining Wall (5)
- Swimming Pools (19)
- Wood Stoves (2)
- Institutional (1)
- Industrial (1)

- Trend for less Single Family Dwellings
- Increase for Multifamily Dwellings

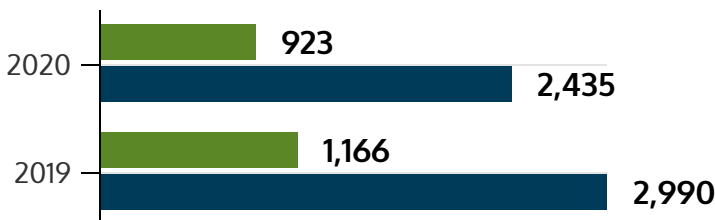
Construction Value



● Q3 ● YTD

- Projected on target to be in line with 2nd to 3rd busiest years to date since incorporation (2016 - 2017)
- Year end median Construction Value since incorporation (2008- 2019) is \$84,350,748

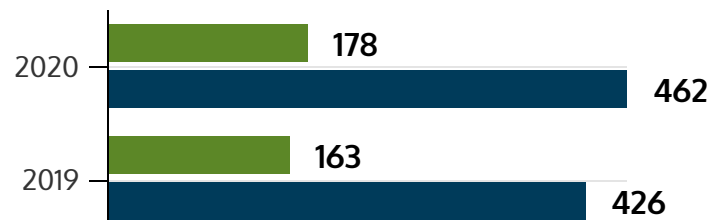
Inspections



● Q3 ● YTD

- Pandemic has impacted inspections approximately 22% down for 3rd quarter stats (median from 2018 -2019)

Building Permits

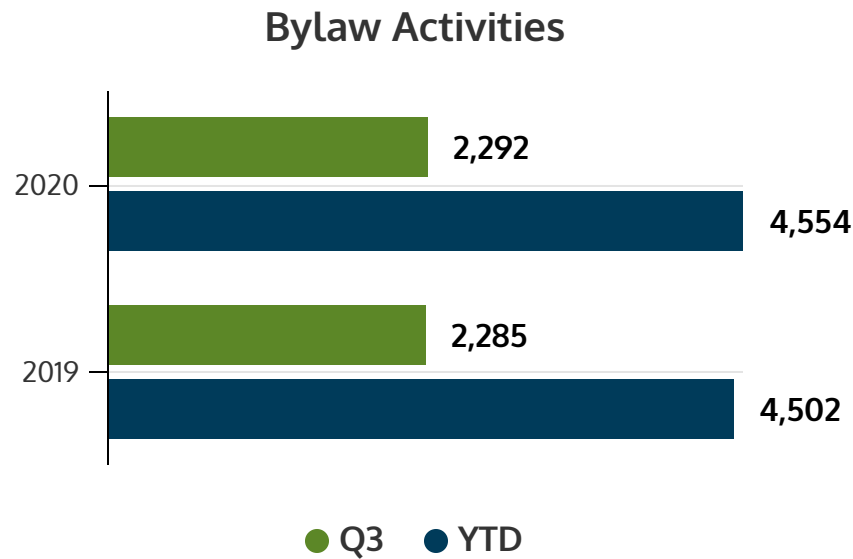
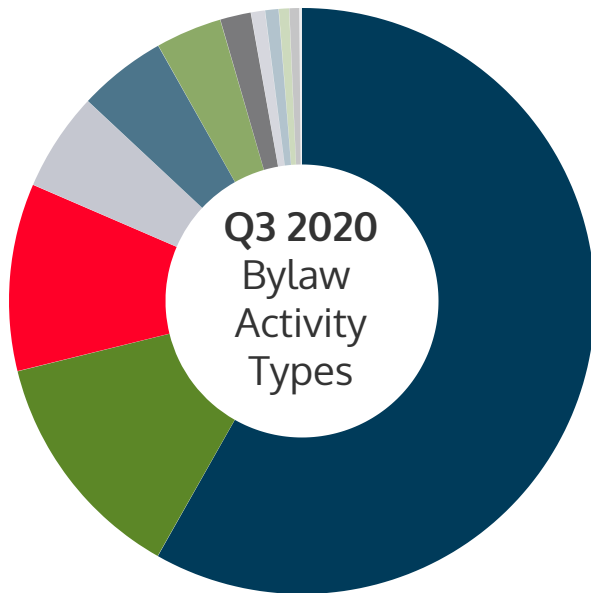


● Q3 ● YTD

- Overall permit application projected year end volume to be on target with last 4 years (approximately 600 BP applications)
- Closure of City Hall to the public in Spring 2020 resulted in a lot of additional work processes for staff

Development Services Q3 - 2020

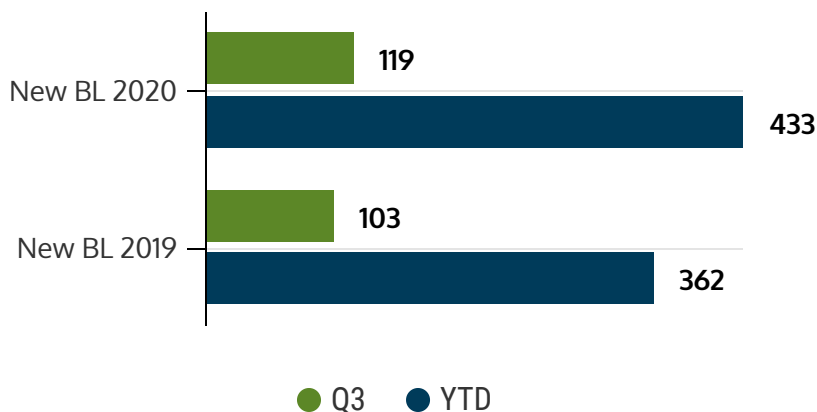
Bylaw & Business Licensing



- Proactive Inspections (1,334)
- Public Health Orders (237)
- Parks and Public Spaces (112)
- Other (39)
- Business Licensing (17)
- Solid Waste/Illegal Dumping/Bears & Bins (13)
- Building Regulation (13)
- Traffic Bylaw (297)
- Good Neighbour (125)
- Zoning (84)
- Secondary Suites (18)
- Signs (3)

- Public Health Orders Bylaw Activity includes complaints and pro-active inspections of businesses, Parks, & Trails.
- Pro-Active Inspections Bylaw Activity includes patrols of Parks, beaches, transit stations, skateboard park, Lions Hall shelter area etc.
- Good Neighbour Bylaw Activity includes, unsightly premises and noise complaints.
- Despite COVID-19 overall work load has not decreased

New Business Licences



Total Business Licences

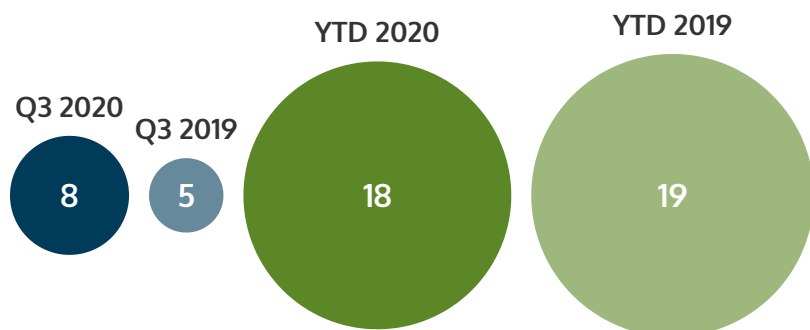


- Business Licences are still increasing despite COVID-19

Development Services Q3 - 2020

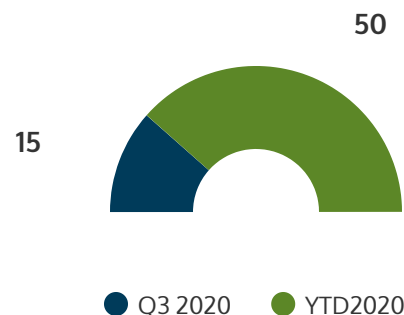
Development Engineering & Planning

Subdivision Applications

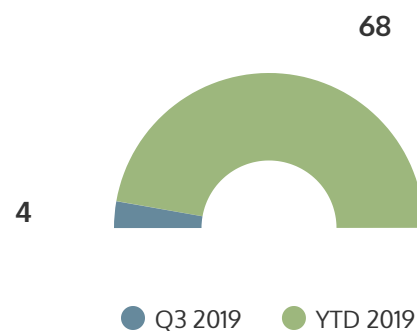


- Average number of New Lots Created from 2010 to 2019 = 78 lots per year

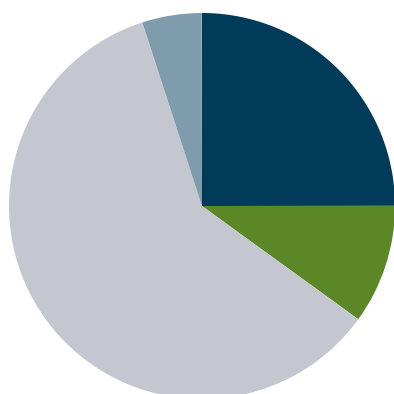
New Lots Created 2020



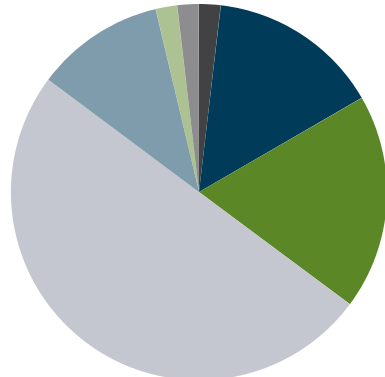
New Lots Created 2019



Planning Application Types (Q3 2020)



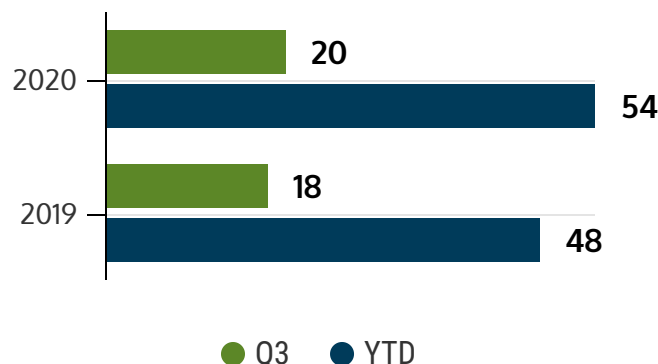
Planning Application Types (YTD 2020)



- Zoning (5)
- Variance Permit (2)
- Development Permit (12)
- Temporary Use Permit (1)

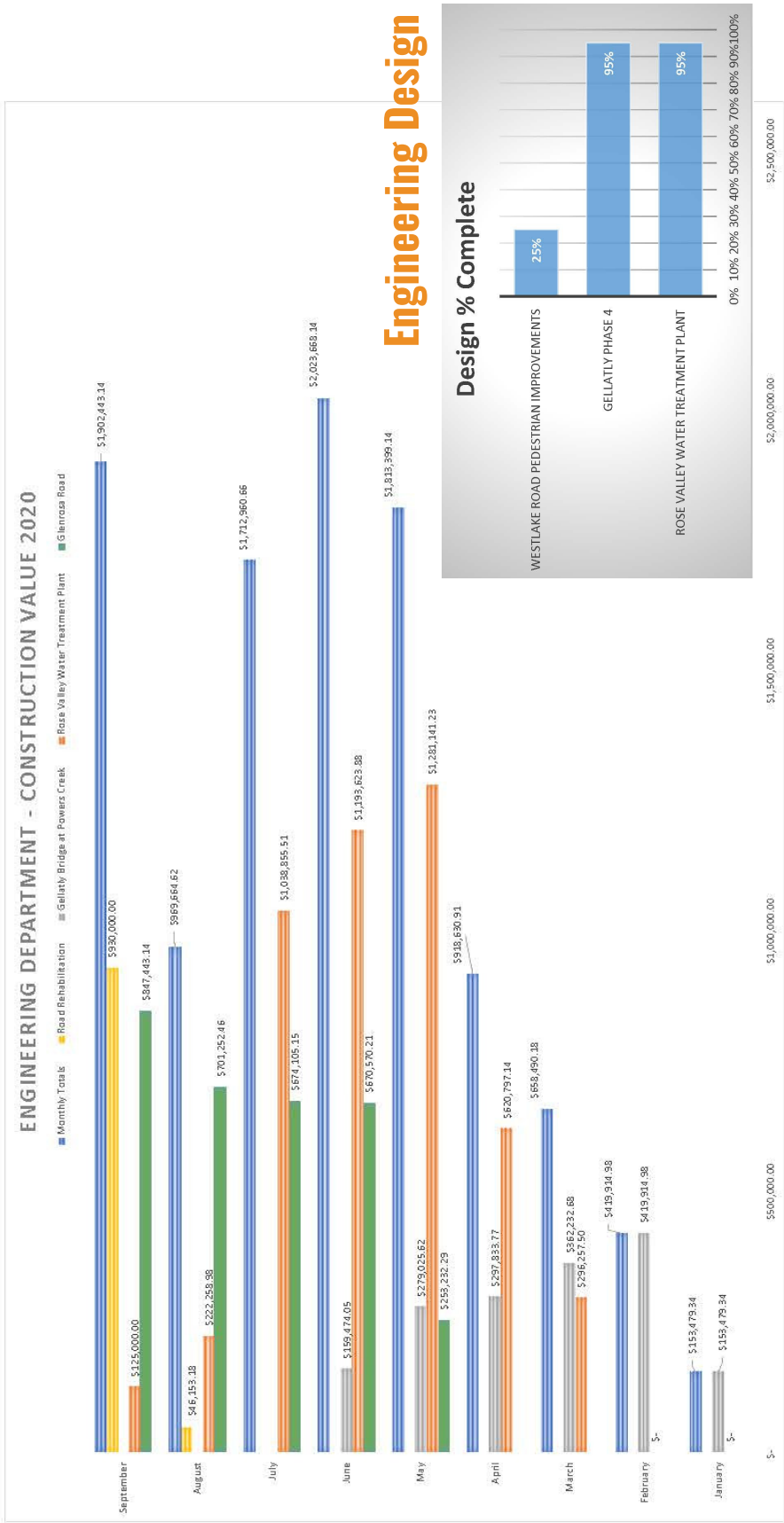
- OCP (1)
- Zoning (8)
- Variance Permit (10)
- Development Permit (27)
- Temporary Use Permit (6)
- Liquor License (1)
- ALR (1)

Planning Applications



- Planning applications remain primarily focused on shorter time frames, with over half of our applications at Development Permit stage.
- Future planning applications remain strong with up to 1/4 of the applications representing zoning amendments to facilitate future growth.
- All types of planning applications have increased since 2019.

Engineering and Public Works Q3 - 2020



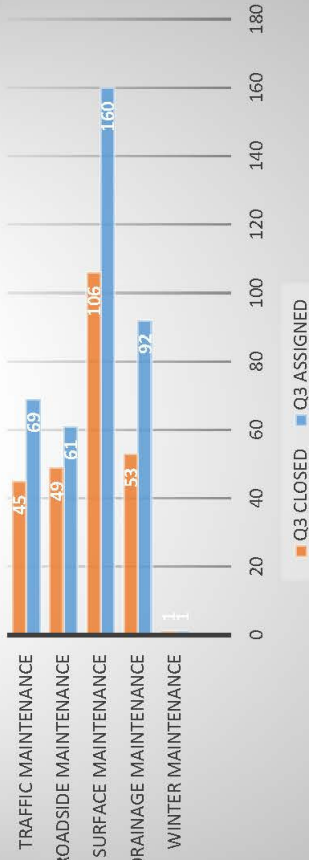
Engineering and Public Works Q3 - 2020



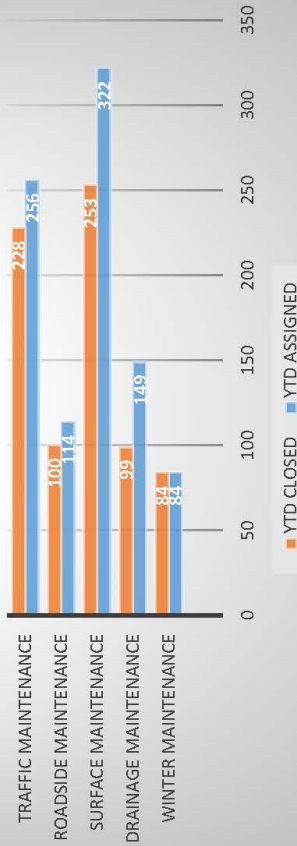
Engineering and Public Works Q3 - 2020

Roads & Drainage

Q3 SERVICE REQUEST SUMMARY



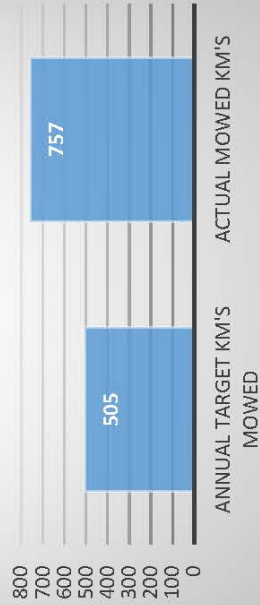
YTD SERVICE REQUEST SUMMARY



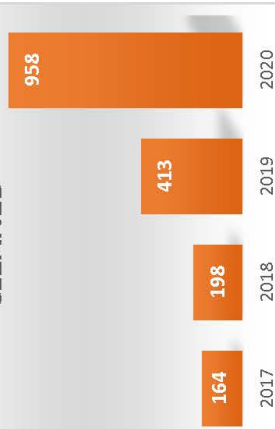
2020 STREETLIGHT MAINTENANCE



2020 ROADSIDE MOWING

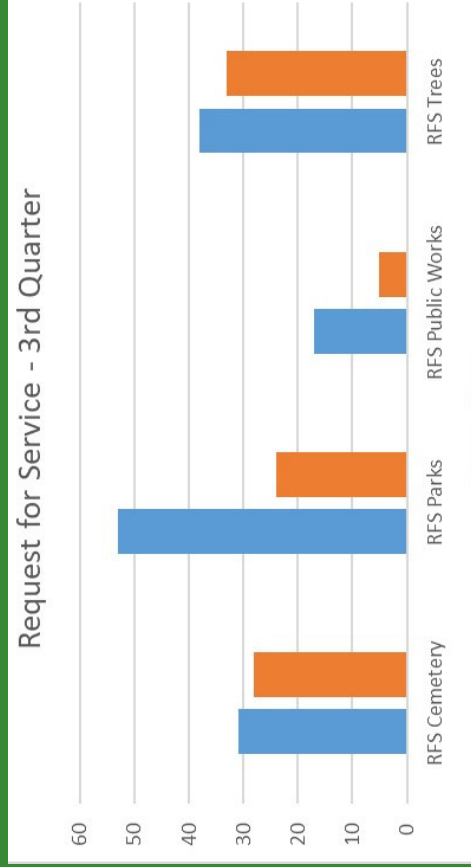
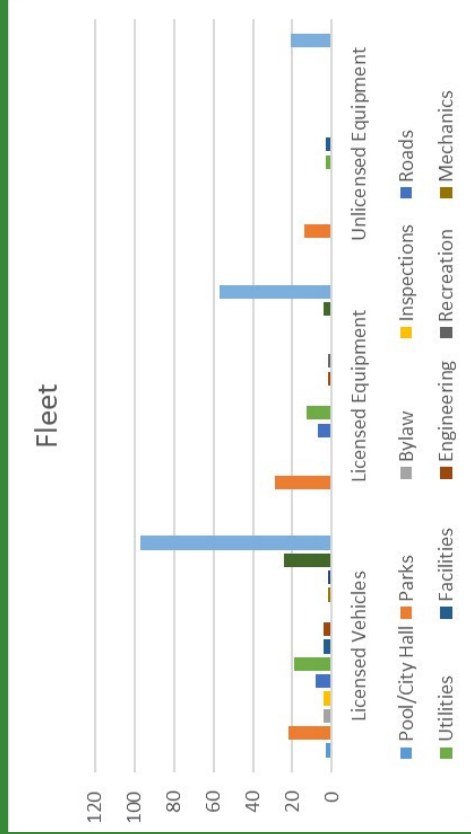


CB's and DRYWELLS CLEANED

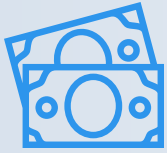


Engineering and Public Works Q3 - 2020

Parks & Fleet



Finance Indicators Q3 - 2020

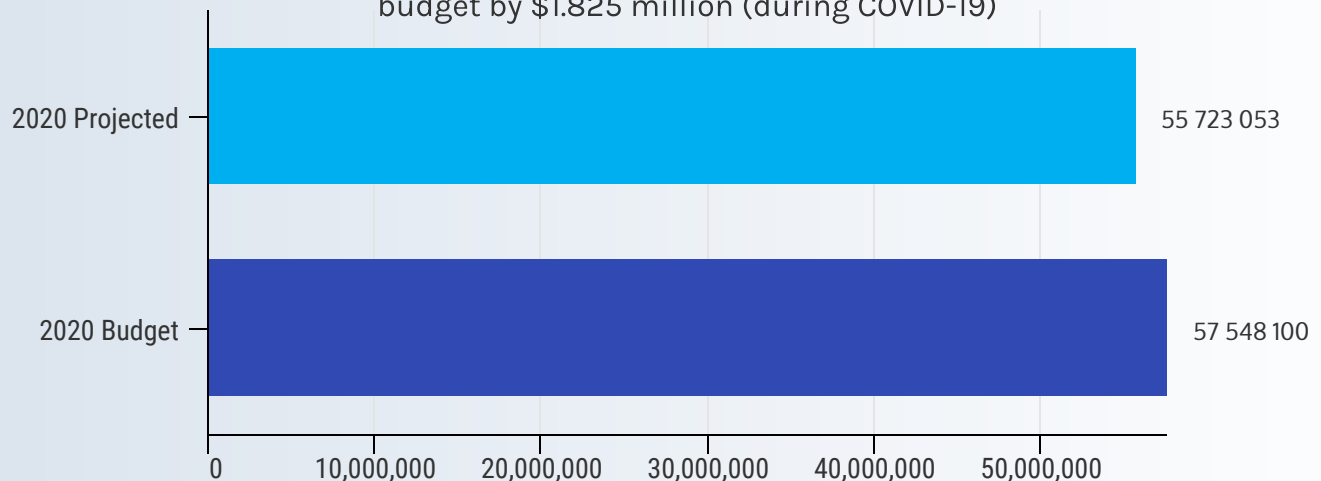


Projected General Revenue 2020

3.2%

REDUCTION IN 2020 projected **REVENUE**

Finance is projecting revenues to be short of budget by \$1.825 million (during COVID-19)

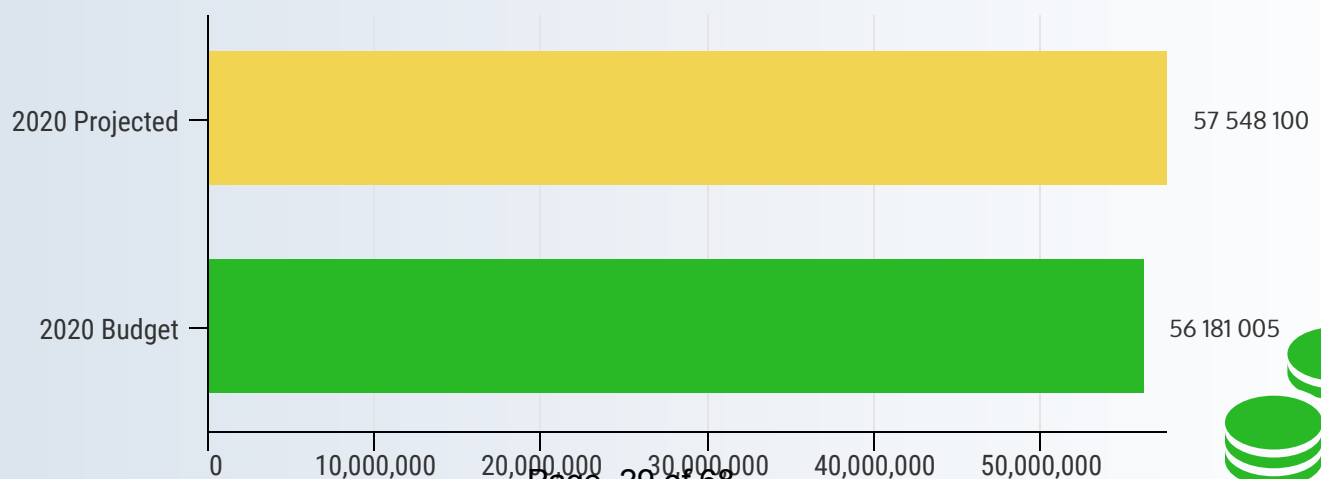


Projected General Expenses 2020

2.4%

REDUCED Projected **SPENDING** IN 2020

Expenses are projected to be \$1.37 million less than budget in 2020 (during COVID-19)



Finance Indicators Q3 - 2020



Capital and Carry Forward Summary YTD 2020

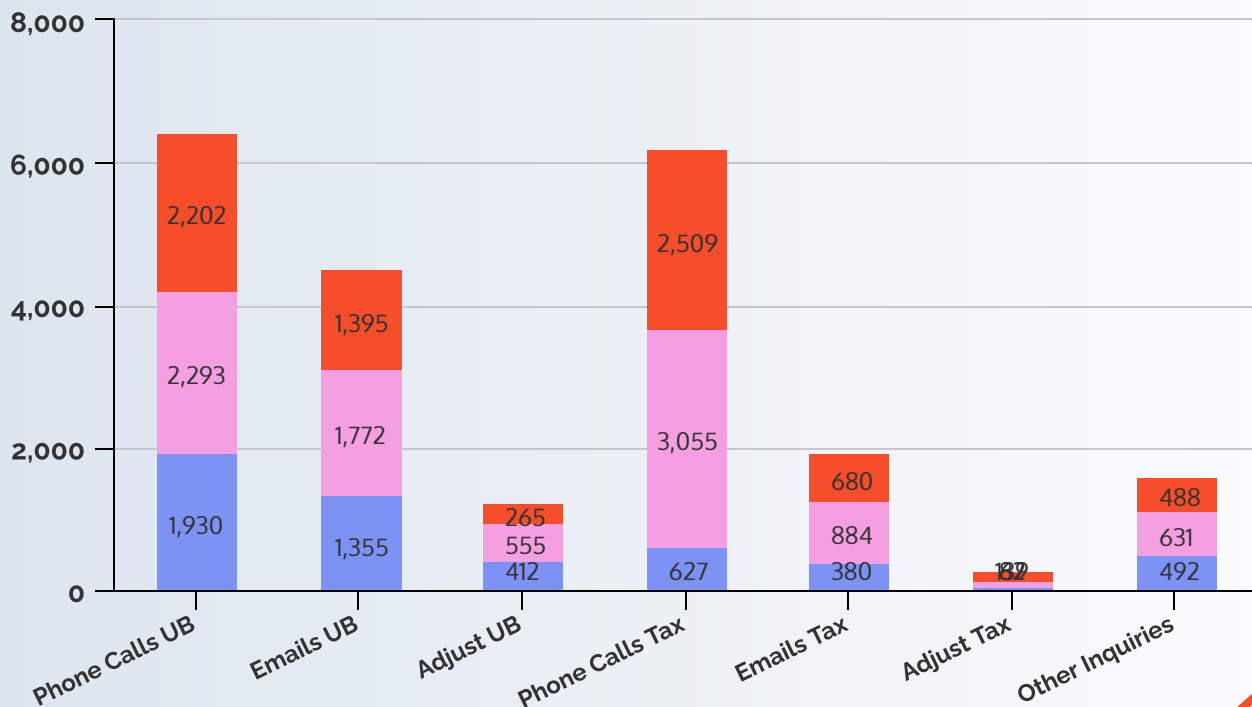
Spanning the last five years there are a number of projects in process or not yet started

Year	No. of Projects	Actual YTD	Budget	% Complete
2020 Current	76	5,781,134	19,388,199	30
2019 Carry FWD	37	4,290,460	10,769,492	40
2018 Carry FWD	14	1,683,689	2,601,650	65
2017 Carry FWD	13	1,223,727	1,908,248	64
2017 RVWTP	1	7,803,128	53,536,600	15
2016 Carry FWD	1	10,680	20,000	53
2015 Carry FWD	2	48,955	61,802	79
Total	144	20,841,773	88,285,991	



Departmental Statistics

Operational Areas of Finance featuring Tax and Utility Billing (UB) issues dealt with and resolved by telephone or email by Quarter. Contextually it was a very high volume year that was well above average



Finance Indicators Q3 - 2020

Accounts Payable, Receivable and Purchasing

Cheques, Electronic Funds Transfer Payments, Invoicing to Customers, EOC and Grant programs, Tenders/RFPs and Purchase Orders Processed by Quarter



Accts Payable	Qtr 1	Qtr 2	Qtr 3	YTD
Cheques	401	294	357	1,052
Cheque \$	2,051,455	1,736,066	636,857	4,424,379
EFTs	601	574	574	1,749
EFT \$	9,001,209	12,847,182	19,306,861	41,155,251



Accts Receivable	Qtr 1	Qtr 2	Qtr 3	YTD
Invoice #s	126	161	179	466
Invoice \$	464,904	855,938	1,692,614	3,013,456



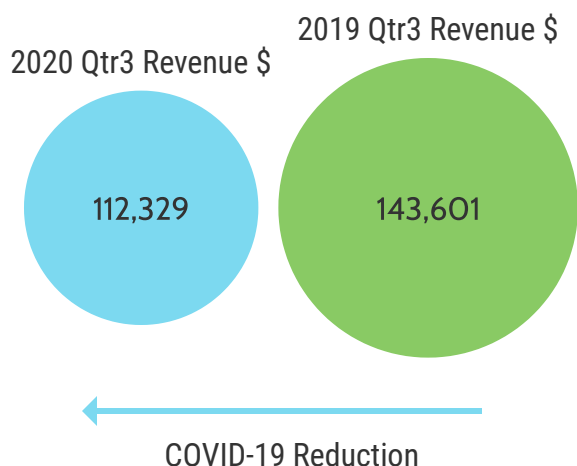
Purchasing	Qtr 1	Qtr 2	Qtr 3	YTD
PO #s	92	82	76	250
Tender/RFP #s	10	4	10	24
Total \$	9,974,689	7,252,901	2,885,918	20,113,508

Year over year reporting will be provided in Q4 - 2020 report.

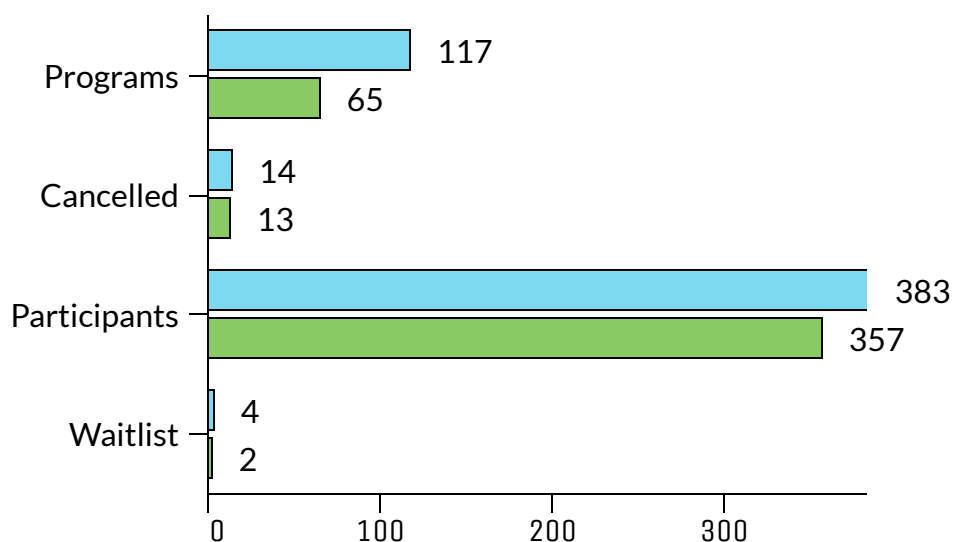
Recreation and Facilities Q3 - 2020



Recreation



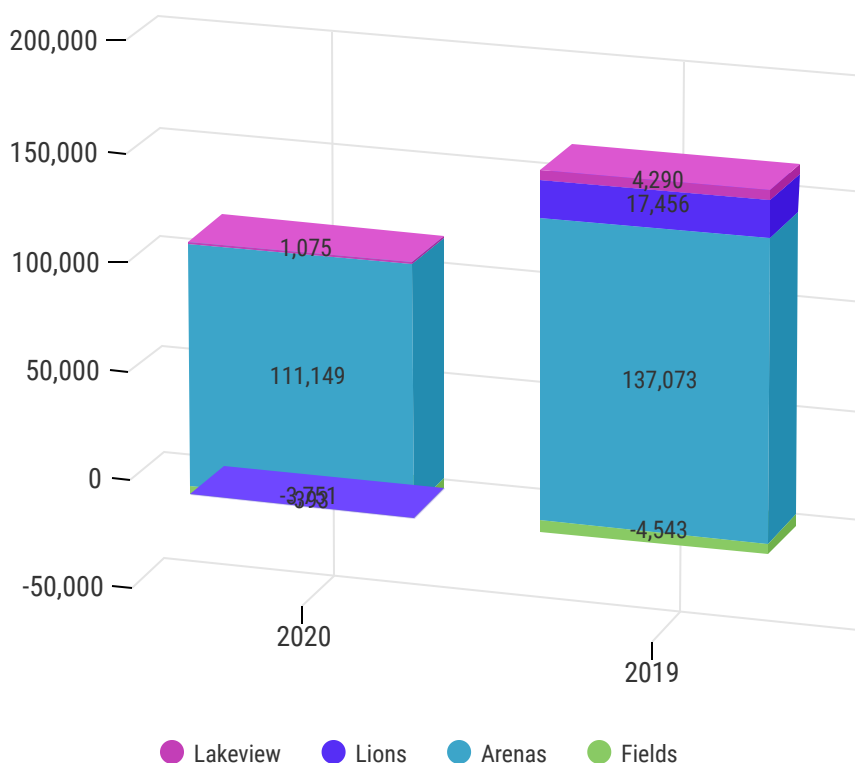
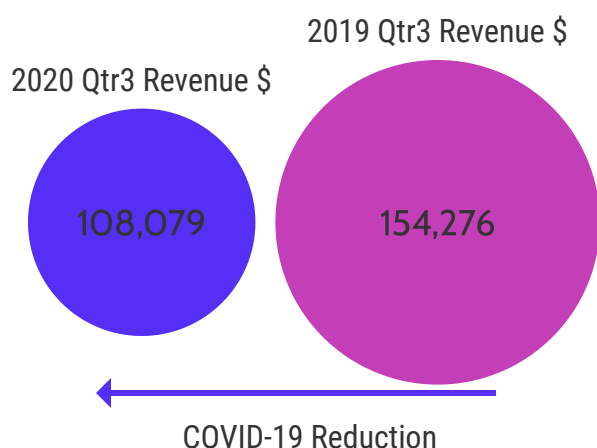
Despite a 22% reduction in revenue for 3rd quarter 2020 due to COVID-19, recreational program participation is quite healthy.



Facilities

Accomplishments:

- COVID-19 Re-start Plan
- Jim Lind 1st public rink to open in BC
- Royal LePage Place 1st public rink to host BCHL game
- Council Chamber Trailer



Human Resources Q3 - 2020

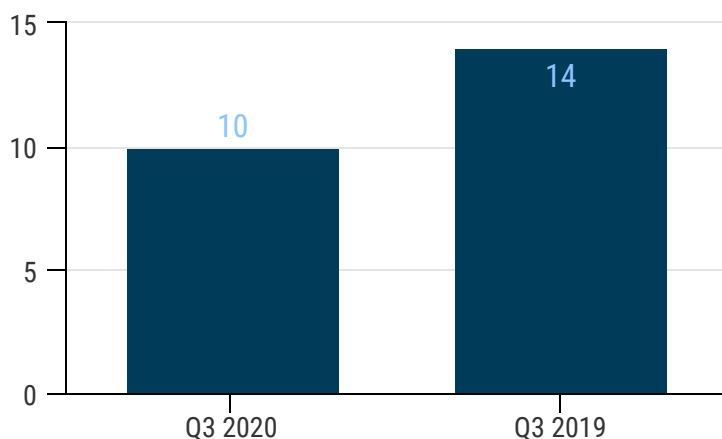
Employee Head Count



City of West Kelowna
Employees Q3: 254

(-5) Difference from Q2 (259) includes student terms, retirements and resignations.

Vacancies Filled



The Human Resources team has invested over 3000 hours directly related to COVID-19 since March 2020

Staff Safety During Unprecedented Pandemic - COVID-19

- 100% of employees remained at work while shifting focus to priority tasks (unless voluntarily layoff was chosen).
- Critical Incident team meets frequently to ensure CWK follows Provincial Health Authorities to ensure we continue to provide an ongoing safe work environment for staff.



COUNCIL REPORT

To: Paul Gipps, CAO

Date: November 10, 2020

From: Carla Eaton, Planner III

File No: Z 20-07

Subject: **Z 20-07, Zoning Amendment Bylaw No. 154.95 (1st and 2nd reading),
Unaddressed Asquith Road**

RECOMMENDATION

THAT Council give first and second reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.95, 2020 (File: Z 20-07); and

THAT Council direct staff to schedule the proposed bylaw amendment for Public Hearing.

STRATEGIC AREA(S) OF FOCUS

Focus on Economic Growth (Strategic Plan Priorities, 2009 and 2020-2022)

BACKGROUND

The applicant has applied to rezone (*Attachment 1*) the 2.04 ha (5.05 acre) subject property to facilitate a proposed subdivision of approximately 23 lots. The proposed development includes a road dedication that will connect the northern development areas of Smith Creek and Tallus Ridge to Shannon Lake Road by the extension of Asquith Road.

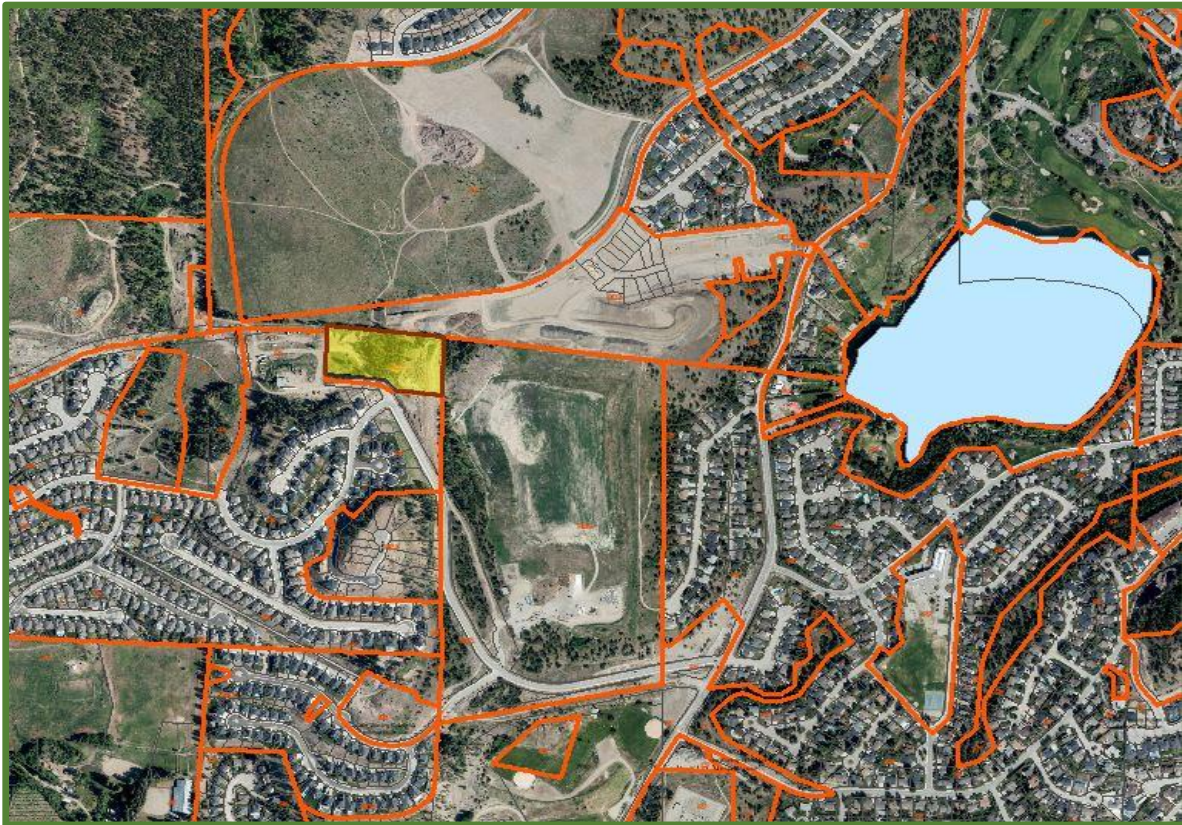
PROPERTY DETAILS			
Address		Unaddressed Asquith Road	
PID		008-216-941	
Folio		36414766.010	
Lot Size		2.04 ha (5.05 acres)	
Owner	Smith Creek Holdings Ltd. (Inc. No. 0731400)	Agent	Pilling & Associates (Steve Kalinocka)
Current Zoning	Rural Residential Small Parcel (RU2)	Proposed Zoning	Single Detached Residential (R1)
Current OCP	Single Family Residential	Proposed OCP	Single Family Residential
Current Use	Vacant	Proposed Use	Residential

Development Permit Areas	Hillside and Sensitive Terrestrial Ecosystem
Hazards	N/A
Agricultural Land Reserve	N/A

ADJACENT ZONING & LAND USES

North	^	Compact Single Detached Residential (RC3) and Agriculture (A1)
East	>	Rural Resource Zone (RU5) – former landfill site
West	<	Single Detached Residential (R1)
South	v	Single Detached Residential (R1)

NEIGHBOURHOOD MAP



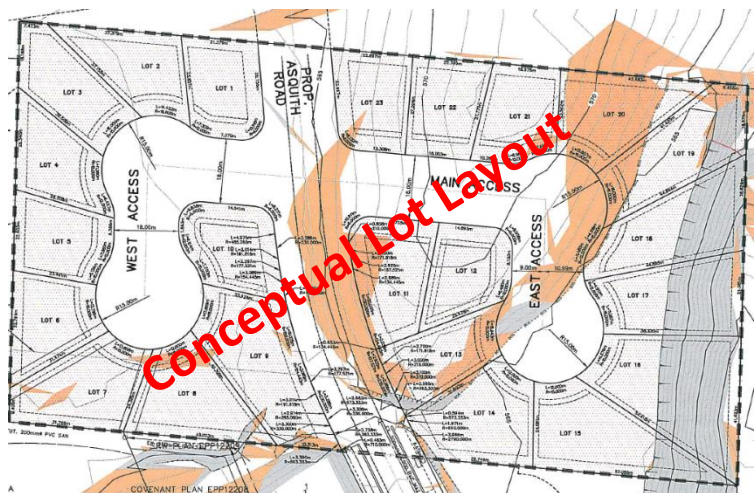
PROPERTY MAP



Proposal

Rezoning from RU2 to R1

The applicant has provided a conceptual lot layout for a twenty-three (23) lot subdivision (see Figure 2 and *Attachment 2*). While the proposed subdivision layout and future single family residential development are subject to additional subdivision and development permits, the preliminary design includes the consideration for a potential road closure and re-alignment of Asquith Road.



Page 36 of 68

Policy and Bylaw Review

Official Community Plan (OCP) Bylaw No. 0100

The subject property is located within the Single Family Residential land use designation, which supports traditional single family housing opportunities and encourages more land efficient compact housing forms for families. The proposed single family (R1) lots are consistent with this designation which complements the type, scale and character of the neighbourhood.

Zoning Bylaw No. 0154

The existing Rural Residential Small Parcel (RU2) zone is intended to accommodate rural, agricultural, and residential uses on parcels of land that are 1 ha or greater. The proposed Single Family Residential (R1) Zone is intended to accommodate low density single detached residential use on parcels of land that are 550 m² and larger (*Attachment 3*). A zoning comparison Table 1 is provided below. The proposed zoning boundary will meet the required minimum parcel size and frontage for the R1 zone and the proposed lot layout will be reviewed in detail as part of a future subdivision process.

Table 1. Zoning Regulations Comparison

Regulations	RU2 Zone	R1 Zone
Parcel Area	1.0 ha	550 m ²
Frontage	30.0 m	16.0 m
Parcel Coverage	10%	40%
Building Height	9.0 m to a max of 3 storeys (20 m for barn)	9.0 m to a max of 3 storeys
Front Setback	6.0 m	4.5 m/ 6.0 m (garage)
Rear Setback	7.5 m	3.0 m
Interior Side Setback	4.5 m	1.5 m
Exterior Side Setback	4.5 m	4.5 m/ 6.0 m (garage)
Agricultural Setback	15.0m/ 9.0 <u>w</u> buffer	15.0m/ 9.0m <u>w</u> buffer

Development Permit Areas

The subject property is located within the Hillside and Sensitive Terrestrial Ecosystem Development Permit areas, which will be addressed prior to the future subdivision.

Technical Review

Transportation and Site Access

Site Access to the development is proposed from an extension of Asquith Road¹ that will allow access to an internal road² network. Frontage improvements will be completed as a condition of the future subdivision process to a full urban standard.

¹ Asquith Road is classified as an Urban Collector Road with a 20 m right of way (Works and Services Bylaw No. 249, Drawing No. 203)

² Internal roads are classified as Urban Local Road with an 18 m right of way (Works and Services Bylaw No. 249, Drawing No. 207)

The extension of Asquith Road will create a connection to the future extensions of Tallus Heights Drive and Smith Creek Road. This is consistent with the City's Master Transportation Plan (MTP) which includes changes to the previous version of the proposed road network for the Smith Creek and Tallus Ridge neighbourhoods (see Figure 3 – purple dashed lines represent road connections that are no longer recommended under the current MTP). Road dedications and road reserves finalized under the previous plan may need to be adjusted in this area.

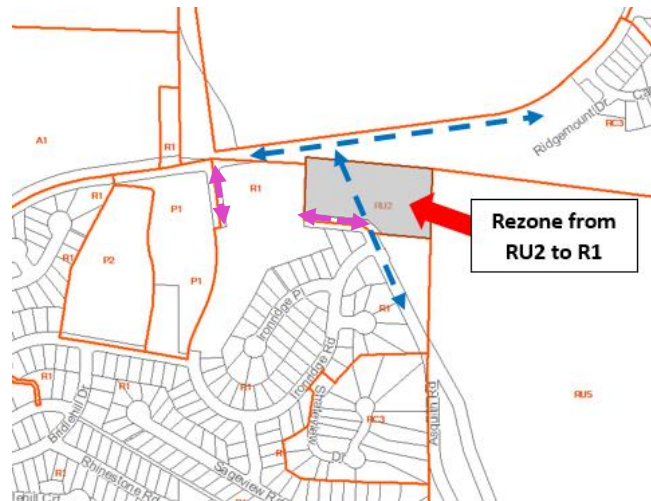


Figure 3: Road Network Changes based on current Master Transportation Plan

Prior to finalizing recommendations for off-site transportation improvements, additional information is required to address the following issues:

- future road dedication for the extension of Asquith Road (see Figure 4 – as shown with the red arrow) and the intersection of Asquith Road with Tallus Heights Drive;
- potential road closure of the existing alignment of Asquith Road along the southern parcel boundary (see Figure 4 – blue dashed line) to address the MTP; and
- potential new rights of ways to ensure pedestrian connectivity through the neighbourhood.

Additional information will be presented at the Public Hearing to confirm the anticipated off-site transportation improvements or conditions.

Servicing

A Servicing Report³ was submitted that notes that the site can be adequately serviced.

Sanitary Sewer: Based on reviews of the Sanitary Master Plan, it is not anticipated that the increase in density with the proposed rezoning will trigger any upgrades to the existing off-site sanitary sewer with the exception of the proposed 230 m of new sewer to enable

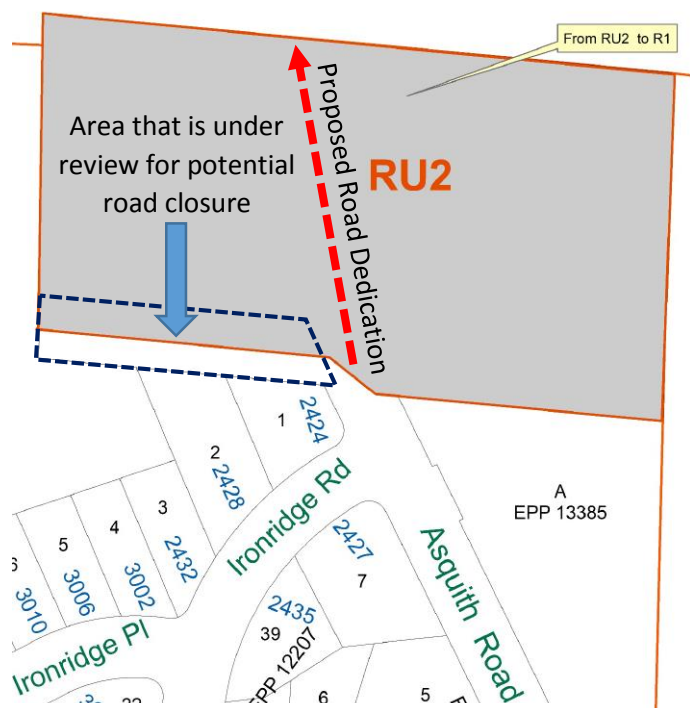


Figure 4: Proposed Zoning Amendment and Potential Road Closure and New Road Dedication

³ Prepared by D.E. Pilling & Associates, dated August 26, 2020

connection to the City sanitary system on the future Ironridge Road. However, prior to Public Hearing, additional review of the capacity of downstream sanitary system will be completed to confirm the offsite improvements and final design will be addressed through the future subdivision process.

Water: The servicing report noted that that the site will be serviced through adequately sized existing infrastructure. However, additional off-site water servicing requirements are anticipated in order to address water looping. Additional information will be provided prior to Public Hearing and final design will be addressed through the future subdivision stage.

Stormwater: The report notes that storm water will be collected through catch basins and discharged through 230 m of new storm main that connects to existing storm infrastructure adjacent to Wild Horse Park. The report notes further that a new detention facility or pond will also be provided on-site to release storm water at acceptable pre-development rates.

Additional information is required on off-site overland storm routing and to clarify any improvements to existing storm water infrastructure downstream to be provided prior to Public Hearing. Final design to be addressed at time of future development permit.

Geotechnical

A Geotechnical Review⁴ was submitted that notes that “the site is well suited for the proposed 23 lot subdivision development” and that the proposed building lots are “safe for the intended use as a residential subdivision”. The development will include regrading of the entire property to achieve the final design grades. The report makes additional future building recommendations regarding considerations for site preparation, cut and fill slope maximums, foundation design, groundwater and drainage, minimum basement or crawl space elevations due to high groundwater table, safe setbacks from the crest of a slope, pavement and trench backfilling, and specific comments regarding lots 15 to 19 that back onto the former landfill. As a condition of the future development permit and subdivision process, a geotechnical covenant will be registered on title to ensure the recommendations of the report are addressed during future construction.

Environmental

An Environmental Assessment⁵ was submitted that identifies the subject property as having Environmental Sensitive Area (ESA) 3 and 4 ratings. The ratings are based on previously disturbed and fragmented habitats with areas heavily impacted by invasive species, as well as other areas so impacted by human disturbance that there is little or no possibility for recovery or rehabilitation. The report “anticipates that, if all recommendations and mitigation measures...are followed, the negative effects of works on local ecosystems will be successfully minimized.” The report additionally makes mitigation recommendations such as construction timing for wildlife preservation, managing site equipment, as well as controlling erosion, weed spread and disturbance.

⁴ Prepared by Calibre Geotechnical, dated August 25, 2020

⁵ Prepared by Ecoscape Environmental Consultants Ltd., dated August 28, 2020

These and other recommendations from the report will be considered with the future development permit prior to site disturbance.

Neighbourhood Park Analysis

In accordance with *Local Government Act (LGA)*, the future subdivision will trigger park dedication requirements. As the subject property does not meet the City of West Kelowna's criteria for suitable parkland, it is anticipated that cash-in-lieu of park dedication will be required as part of the future subdivision.

Pedestrian Connectivity

Pedestrian connections through the parcel are anticipated to be addressed through the inclusion of sidewalks associated with the proposed road network alignments but may include the consideration of a statutory right of way to connect to future road networks.

Referral Responses

A referral for the application was circulated to all departments and key agencies. Based on comments received thus far, no objections were noted, but the following external comments were received:

- *Interior Health*
 - No objections to the proposed development but recommends consideration of providing continuous and connected pedestrian and cycling pathways between cul de sacs and neighbourhoods to reduce travel distances;
- *BC Hydro*
 - Has overhead works in the area and may require a statutory right of way from the developer;
- *BC Transit*
 - Has no objection to the development but recommends that the future road network is pedestrian-supportive through the provision of sidewalks, notes that higher densities would be more conducive to efficient transit use, suggests that the Tallus Ridge area is proposed for future limited transit service and confirms the closest existing transit stop is within 400 m of the development (approximately a 5 minute walk).

Public Notification

A notice of application sign has been placed on the subject property in accordance with the Development Application Procedures Bylaw No. 0260, at the end of Asquith Road.

Legislative Requirements

Council has the authority under Part 14, s. 479 of the *Local Government Act* to create and amend the Zoning Bylaw.

CONCLUSION

It is recommended that Council give first and second reading to the proposed amendments (Z 20-07) based on the following:

- Residential policies encourage the sensitive integration of different housing forms in all residential growth areas in support of neighbourhood diversity and healthy communities.
- Infill development makes more efficient use of community services and reduces development pressures at the urban fringes.
- The future development permit process will address hillside and environmental mitigation.
- The proposed zoning boundary amendments and proposed development is consistent with the City's master planning processes.

Alternate Motion(s):

Option 1: Postpone 1st and 2nd Reading

- 1) THAT Council postpone first and second reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.95, 2020 (File: Z 20-07).

Should Council postpone consideration of the proposed bylaw amendments, further direction to staff on how to proceed is required.

Option 2: Deny the Application

- 1) THAT Council deny File: Z 20-07 for Unaddressed Asquith Road.

Should Council deny the proposal, the file will be closed. As per the City's Procedures Bylaw, the applicant could re-apply for a similar proposal six months after initial Council consideration.

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes ☒ No ☐

Attachments:

1. Zoning Amendment Bylaw No. 0154.95, 2020
2. Conceptual Lot Layout
3. Single Detached Residential (R1) Zone



CITY OF WEST KELOWNA

BYLAW NO. 0154.95

A BYLAW TO AMEND "ZONING BYLAW NO. 0154"

WHEREAS the Council of the City of West Kelowna desires to amend "CITY OF WEST KELOWNA ZONING BYLAW NO. 0154" under the provisions of the *Local Government Act*.

THEREFORE BE IT RESOLVED that the Council of the City of West Kelowna, in open meeting assembled, hereby enacts as follows:

1. Title

This Bylaw may be cited as "CITY OF WEST KELOWNA ZONING AMENDMENT BYLAW NO. 0154.95, 2020".

2. Amendments

"Zoning Bylaw No. 0154" is hereby amended as follows:

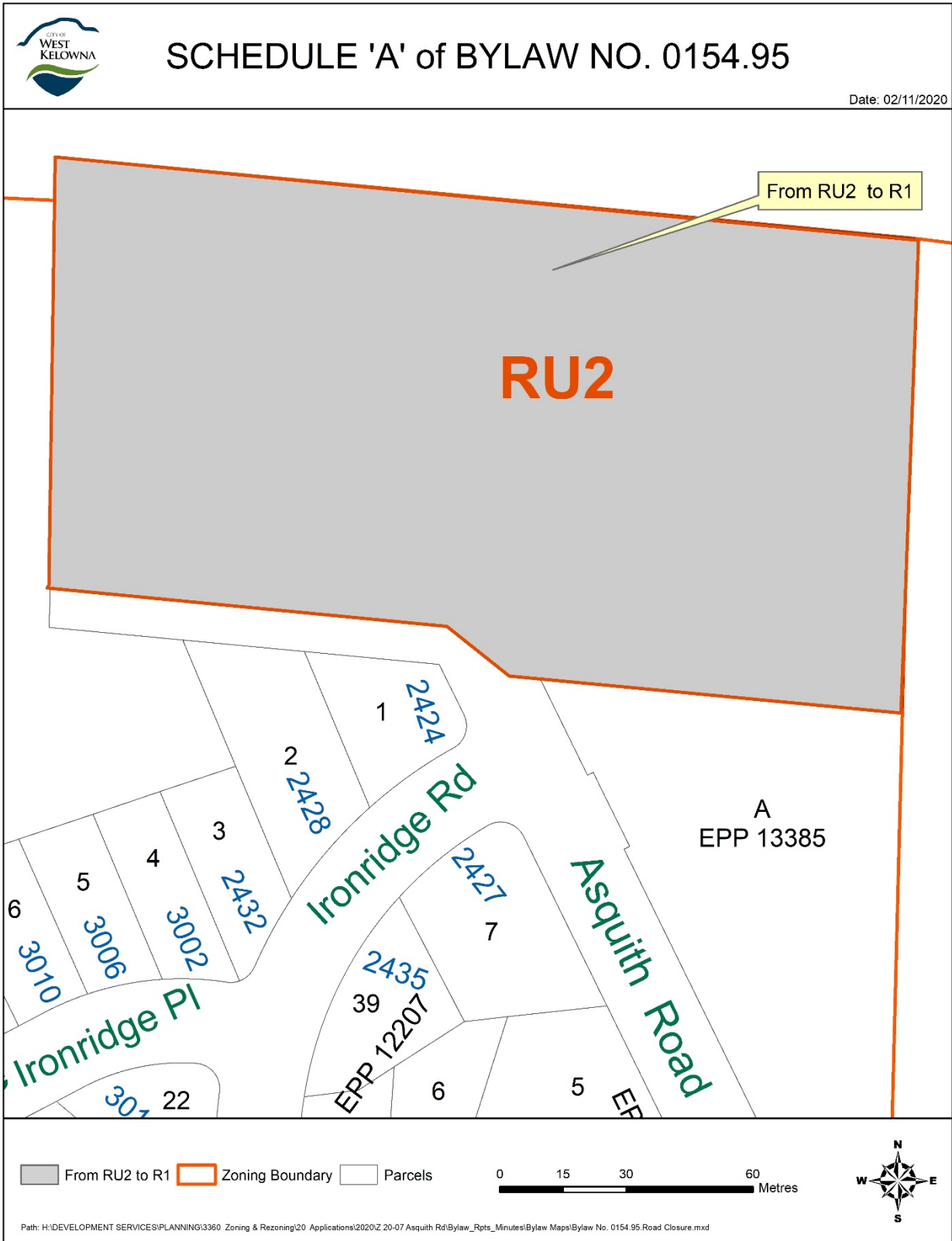
2.1 By changing the zoning on Lot A, District Lots 2600 & 3485, ODYD, Plan 18545, as shown on Schedule 'A' attached to and forming part of this bylaw, from Rural Residential Small Parcel (RU2) to Single Family Residential (R1).

2.2 By depicting the change on "Zoning Bylaw No. 0154 Schedule B" (Zoning Bylaw map).

READ A FIRST AND SECOND TIME THIS
PUBLIC HEARING HELD THIS
READ A THIRD TIME THIS
ADOPTED THIS

MAYOR

CITY CLERK





10.4. SINGLE DETACHED RESIDENTIAL ZONE (R1)

.1 Purpose

To accommodate low density single detached residential use on parcels of land that are 550 m² and larger.

.2 Principal Uses, Buildings and Structures

- (a) Single detached dwelling

.3 Secondary Uses, Buildings and Structures

- (a) Accessory uses, buildings and structures
- (b) Bed and breakfast
- (c) Care facility, minor
- (d) Carriage house
- (e) Home based business, major
- (f) Secondary suite

.4 Site Specific Uses, Buildings and Structures

- (a) On Lot 1, Plan 44004, DL 581 ODYD, Except Plans KAP48178 & KAP53981: vineyard and one single detached/caretakers residence.

.5 Regulations Table

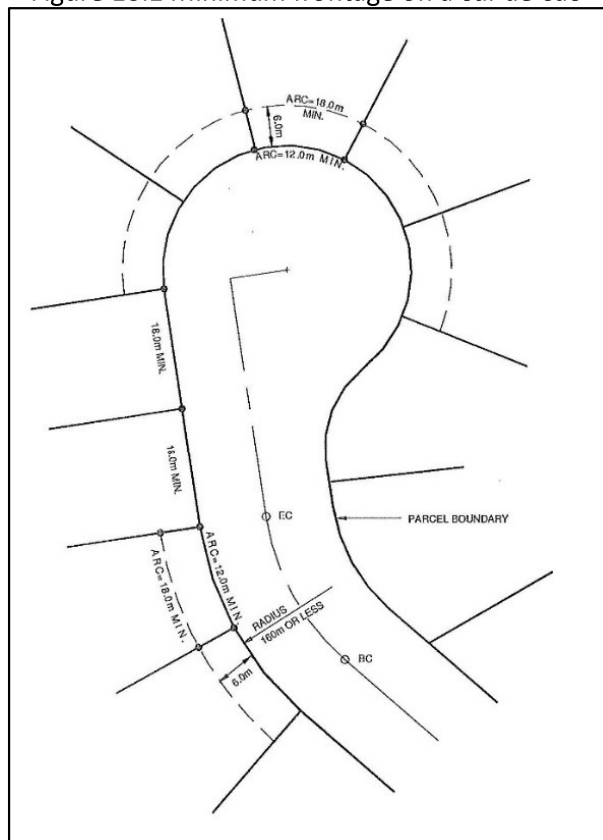
SUBDIVISION REGULATIONS		
(a)	Minimum parcel area	550 m ² (5,920.2 ft ²)
(b)	Minimum usable parcel area	330 m ² (3,552.1 ft ²)
(c)	Minimum parcel frontage	16.0 m (52.5 ft)
DEVELOPMENT REGULATIONS		
(d)	Maximum density:	
.1	Single detached dwelling	1 per parcel
.2	Secondary suite and carriage house	Only 1 secondary suite or only 1 carriage house per parcel
(e)	Maximum parcel coverage	40%
(f)	Maximum building height:	
.1	Single detached dwelling	9.0 m (29.5 ft) to a maximum of 3 storeys
.2	Accessory buildings and structures	5.0 m (16.4 ft)
.3	Carriage house	5.0 m (16.4 ft) to a maximum of 1 storey or 6.5 m (21.3 ft) to a maximum of 1.5 storeys where at least one parking stall is provided in the same building

SITING REGULATIONS		
(g)	Buildings and structures shall be sited at least the distance from the feature indicated in the middle column below, that is indicated in the right-hand column opposite that feature:	
.1	Front parcel boundary or private access easement, whichever is closer	4.5 m (14.8 ft) except it is 6.0 m (19.7 ft) for a garage or carport having vehicular entry from the front
.2	Rear parcel boundary or private access easement, whichever is closer	3.0 m (9.8 ft)
.3	Interior side parcel boundary	1.5 m (4.9 ft)
.4	Exterior side parcel boundary or private access easement, whichever is closer	4.5 m (14.8 ft) except it is 6.0 m (19.7 ft) for a garage or carport having vehicular entry from the exterior side
.5	A1 Zone or ALR	15.0 m (49.2 ft) except it is 9.0 (24.6ft) if a level 1 buffer is provided.

.6 Other Regulations

- (a) Without limiting the application of the height regulation in Section 10.4.5(f).1, the height of any single building wall, measured from the lowest elevation of grade at the foot of the wall to the lower surface of the eave, or to the top of the wall in the case of a building without eaves, shall not exceed the lesser of 3 storeys or 9 m (29.5 ft).
- (b) Without limiting the application of the height regulation in Section 10.4.5(f).3, the height of any carriage house wall, measured from the lowest elevation of grade at the foot of the wall to the lower surface of the eave, or to the top of the wall in the case of a building without eaves, shall not exceed the lesser of 1.5 storeys and 6.5 m (21.3 ft).
- (c) Despite Section 10.4.5(c), the parcel frontage may be less than 16.0 m (52.5 ft) for parcels on a cul-de-sac provided that the radius of the curvature along the parcel frontage is less than 160 m (524.9 ft) and the arc length along the parcel boundary is at least 12.0 m (39.4 ft) as illustrated in Figure 10.1.

Figure 10.1 Minimum frontage on a cul-de-sac



.7 Siting Regulations for Approving Subdivisions

- (a) The regulations requiring a minimum distance between garages or carports having vehicular entry from parcel boundaries or private access easements, that is greater than the minimum distance required for other buildings and structures, and
- (b) The regulations requiring that the siting of a building or structure be determined in relation to the location of a private access easement, if it is closer to the building or structure than the relevant parcel boundary,

shall not apply to any parcel created by subdivision deposited in the Land Title Office before March 13, 2014 provided that the building permit authorizing the construction of the building or structure is issued before March 13, 2019.



COUNCIL REPORT

To: Paul Gipps, CAO

Date: November 10, 2020

From: Erin Goodwin, Facilities and Recreation Manager

Subject: **BC Hydro Fast Charging Station – License of Occupation Agreement**

RECOMMENDATION

THAT Council direct the Mayor and Corporate Officer to execute a License of Occupation agreement with BC Hydro for the purpose of allowing BC Hydro to install, operate, and maintain two electric vehicle fast charging stations at 3678 Brown Road.

BACKGROUND

In July 2014, BC Hydro approached the City of West Kelowna (CWK) to see if there was an interest to participate in their Direct Current Fast Charging Station Project. The project had funding to deploy 30 direct current fast charging stations across BC that would provide more opportunities for electric vehicles to travel throughout the Province.

The advantage a fast charging station has over a regular 120 volt charging station is that a vehicle can achieve 80 percent charge in about 20-30 minutes. A 120 volt charging station would take an entire night to charge an electric vehicle.

In 2015, Council selected 3678 Brown Road as the preferred location to install a City of West Kelowna fast charging station.

CWK Brown Road Property

3678 Brown Road

BC Hydro Site Notes

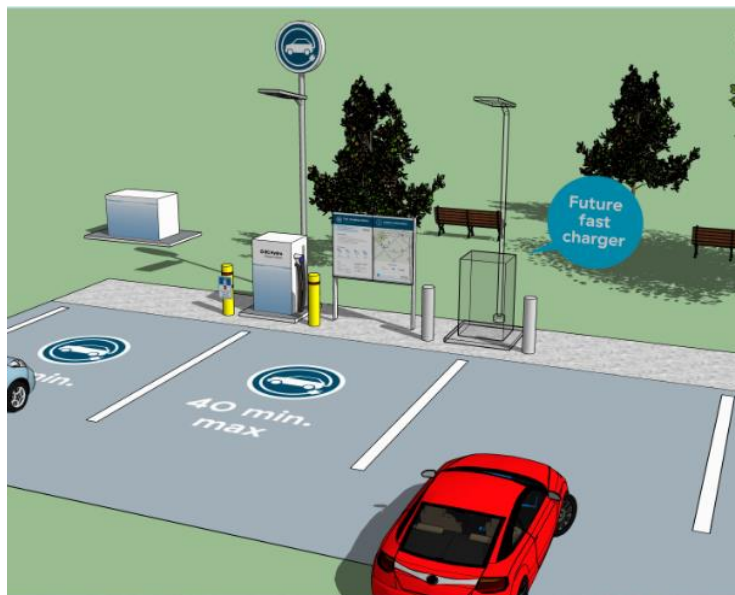
No issues were observed with this site. The site is owned by the CWK but currently used by a neighbouring church for parking. The church has been contacted by staff and members of the church are in support of the idea.



In 2020, BC Hydro approached the City of West Kelowna to take over all operational costs associated with the fast charging station. In return, the proposed agreement has requested a second fast charging station to be installed at the Brown Road location and the agreement be for a period of 10 years.

Estimated Annual Savings:	\$5,000 per year
	<i>Minor Maintenance</i>
	<i>Station Monitoring Annual Fees</i>
	<i>Electrical Costs</i>

Note: Not all electrical costs are recovered when operating the fast charging station. This was discovered by BC Hydro after the station was installed and one of the reasons BC Hydro has proposed to take over the fast charging station.



FINANCIAL IMPLICATIONS

Estimated Annual Savings:	\$5,000 per year
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COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
August 12, 2014	<p><u>It was moved and seconded</u></p> <p>THAT Council direct staff to submit a letter of interest into BC Hydro to participate in their proposed BC Hydro Direct Current Fast Charging Station Project.</p> <p><u>CARRIED UNANIMOUSLY</u></p>	C316/14
January 27, 2015	<p><u>It was moved and seconded</u></p> <p>THAT Council postpone entering into agreement with BC Hydro to install a Direct Current Fast Charging Station at the Mount Boucherie Complex located at 2760 Cameron Road and direct staff to enter into further negotiations with BC Hydro with regard to installing the fast charging station at the Visitors Information Centre.</p> <p><u>CARRIED UNANIMOUSLY</u></p>	C033/15
September 29, 2015	<p><u>It was moved and seconded</u></p> <p>THAT Council authorize the Mayor and General Manager of Administrative and Protective Services to execute an agreement with BC Hydro to install a Direct Current Fast Charging Station at City of West Kelowna Brown Road property located at 3678 Brown Road.</p> <p><u>CARRIED UNANIMOUSLY</u></p>	C333/15

Alternate Motion:

THAT Council direct staff to not enter into a License of Occupation agreement with BC Hydro for the purpose of allowing BC Hydro to install, operate, and maintain two electric vehicle fast charging stations at 3678 Brown Road; and

THAT Council direct staff to continue operating the fast charging station as in the past.

REVIEWED BY

Warren Everton, Director of Finance/CFO

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

PowerPoint: Yes ☒ No ☐

Attachments:

BC Hydro License of Occupation Agreement

**LICENCE OF OCCUPATION
(Electrical Vehicle Charging Stations)**

THIS LICENCE is dated for reference as of November 4, 2020

BETWEEN:

CITY OF WEST KELOWNA
2760 Cameron Road
West Kelowna, BC V1Z 2T6

(the “**Licensor**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
c/o Properties, 13th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the “**Licensee**”)

BACKGROUND

- A. The Licensor is the registered and beneficial owner of the Lands.
- B. Pursuant to a DCFC Equipment Lease Agreement (the “**Equipment Lease**”) dated <October 26, 2015 between the Licensor as Lessee and the Licensee as Lessor, the Licensee and Licensor agreed to participate in a pilot project involving the acquisition, installation and operation of an electric vehicle charging station on the Lands.
- C. Pursuant to the Equipment Lease, the Licensee installed a DCFC station on the Lands and agreed to lease the Equipment to the Licensor to operate for the term of the Equipment Lease.
- D. The Equipment Lease is being terminated.
- E. Notwithstanding section 15 of the Equipment Lease, the Licensee will not remove the Equipment from the Lands as it will make up part of one of the Charging Stations which are permitted to be on the Lands pursuant to this Licence.
- F. The Licensor has agreed to license a portion of the Lands to the Licensee for the Permitted Purposes, on the terms and conditions set out below.
- G. The Licensee or its agent shall manage the day to day operation of the Charging Stations.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1. Definitions.** In this Licence, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 2 attached hereto.

PART 2 - GRANT AND TERM

- 2.1 Grant.** The Licensor hereby grants to the Licensee a non-exclusive right and license over the Premises, subject to the Permitted Encumbrances.
- 2.2 Term.** This Licence will be for a term of ten years which will commence on September 1, 2020 (the “**Commencement Date**”) and end on August 31, 2030 (the “**Term**”) unless terminated in accordance with this Licence.

The parties agree that, notwithstanding the foregoing, if the Licensee constructs a second Charging Station on the Premises, the Term of this Licence will expire ten years from the date the last of the Charging Stations was installed on the Premises.

- 2.3 Renewal.** This Licence for the Premises may be renewed for a further term of ten (10) years on the same terms and conditions as this Licence, except this right of renewal, by mutual agreement of the parties reached no less than six (6) months prior to the expiration of the Term.

PART 3 – TAXES

- 3.1 Payment of Taxes.** The Licensor shall pay and discharge or cause to be paid and discharged when due all Taxes.

PART 4 – ANCILLARY AREAS

- 4.1 Ancillary Areas.** The Licensor hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:
- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
 - (i) ingress and egress to and from the Premises; and
 - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
 - (b) the common access road, if a common access road is present on the Lands
- (collectively, the “**Ancillary Areas**”).

- 4.2 24/7 Access.** The Licensors and the Licensee acknowledge and agree that the Licensee may exercise its rights under Section 4.1 at all times by day or night and the Licensors shall do such further acts and things as may be reasonably necessary to permit such exercise including ensuring that members of the public at all times have a means of access to and egress from the Premises.

PART 5 - USE OF PREMISES AND LICENSEE COVENANTS

- 5.1 Permitted Use.** The Licensee will use the Premises and the Ancillary Areas solely for the Permitted Purposes and the Licensee will not use the Premises and/or the Ancillary Areas or permit the same to be used for any other purpose without the Licensors' prior written consent which consent shall not be unreasonably withheld, conditioned or delayed.

- 5.2 Licensee Covenants.** The Licensee covenants and agrees as follows:

- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
- (b) to pay one hundred percent (100%) of all utility costs and other costs directly attributable to the Premises and the Trade Fixtures.

PART 6 - ENVIRONMENTAL REQUIREMENTS

- 6.1 Environmental Requirements.** The Licensee covenants and agrees with the Licensors as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Premises, and if applicable, the Licensee's use of the Ancillary Areas, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Premises or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Licensors, any Contaminants from the Lands to the extent caused by the use of the Premises by the Licensee and in a manner which conforms to Environmental Laws governing such removal.

PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION

- 7.1 Licensee's Maintenance and Repairs.** The Licensee will throughout the Term:

- (a) not be responsible for any maintenance or repairs to the Premises and/or the Ancillary Areas, except for any damage caused to such areas by the Licensee; and
- (b) at its cost, discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensee.

- 7.2 Licensors' Maintenance, Repairs and Supervision.** The Licensors will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Premises (other than the Trade Fixtures) and all of the Ancillary Areas:
 - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises and/or the Ancillary Areas by the Licensee excepted); and
 - (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition;
- (b) clear snow from the Premises and any access roads on the Lands at regular intervals to ensure public access to the Charging Stations, but the Licensor shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the District of West Kelowna, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Premises (collectively, the “**Licensed Parking Spaces**”) in accordance with the requirements of the applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;
- (d) include or cause to be included the Premises in the Licensor’s security supervision operations;
- (e) reimburse the Licensee for the repair of any damage caused to any part of the Trade Fixtures to the extent caused by or through the act or omission of the Licensor; and
- (f) discharge any builder’s liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensor.

7.3 Licensee Self-Help Remedy. Notwithstanding anything to the contrary herein, if the Licensor:

- (a) fails to perform its obligations under Section 7.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Licence to be observed or performed by the Licensor provided the Licensee first gives the Licensor twenty-one (21) days written notice of any such failure to perform and the Licensor within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Licensor, and the Licensor shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

7.4 Licensor Covenant Not to Impair. Licensor shall not take any action that would impair use of the Premises or the Trade Fixtures. Licensor shall not knowingly allow another party to impair use of the Premises or the Trade Fixtures. Licensor agrees to notify Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Trade Fixtures, or (ii) it obtains knowledge of a needed repair to the Trade Fixtures. Licensor acknowledges and agrees that Licensee shall have all rights at law or in equity against Licensor if Licensor causes impairments of the Premises and/or the Trade Fixtures. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking

Spaces and/or the Trade Fixtures, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

Without limiting the generality of the foregoing, the Licensor shall not from and after the time this Licence is executed, enter into, amend, modify, renew, extend, terminate, waive a material condition of and/or accept a surrender of any Encumbrance or permit any of the foregoing if such entrance into, amendments, modifications, renewals, extensions, terminations, waivers and/or surrenders would, individually or in the aggregate, materially interfere with: (i) the diligent performance of the obligations of the Licensor under this Licence; and/or (ii) the Licensee's use, occupancy and/or operation of the Premises and/or the Ancillary Areas, as applicable, as contemplated under this Licence.

- 7.5 Alterations to Premises.** The Licensee will not install any additional improvements in or about the Premises (except the Trade Fixtures, Licensee's Lighting and Licensee Signage (collectively, the "**Improvements**")), without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed. No consent by the Licensor to install such additional improvements will be granted unless the Licensee first submits plans and specifications of the proposed additional improvements and the Licensee has obtained all necessary permits and approvals from all applicable Government Authorities. Notwithstanding the foregoing or any degree of affixation, the Charging Stations shall remain the property of the Licensee.
- 7.6 Location of Improvements on Premises.** The parties agree that Schedule 3 attached to this Licence shows the approximate location of the Improvements to be installed by the Licensee on the Premises. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Premises if the Licensee, acting reasonably, deems it necessary for the purposes granted under this Licence.
- 7.7 Removal of Improvements.** Upon expiry or earlier termination of this Licence, the Licensee may remove the Improvements and will make good any damage caused by such removal. If the Licensee does not remove the Improvements within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Improvements for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

PART 8 - ASSIGNMENT

- 8.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this Licence in whole or in part.
- 8.2 Assignment by Licensor.** The Licensor will not sell or otherwise transfer any interest in the Premises, the Ancillary Areas and/or this Licence, in whole or in part, without the prior written consent of the Licensee.

PART 9 - DEFAULT

- 9.1 Licensee's Default.** If the Licensee fails to observe or perform any of its other obligations under this Licence and the Licensee has not, within thirty (30) days after receipt of written notice from the Licensor specifying the default, cured the default, or if the cure reasonably requires a longer period, if the Licensee has not commenced to cure and diligently pursue the cure, or if re-entry is permitted under other terms of this Licence, the Licensor in addition to any other right or remedy may terminate this Licence and all of the Licensee's rights under it.

PART 10 – OPTIONS TO TERMINATE

- 10.1 Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.
- 10.2 Licensor Options to Terminate.** The Licensor is granted the right to cancel and terminate this Licence, without penalty, if the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term, provided that the Licensor must give not less than thirty (30) days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Licensor in its written notice to the Licensee.

PART 11 - ACCESS BY LICENSOR

- 11.1 Access and Entry.** The Licensor and its agents may enter the Premises at any reasonable time to perform its obligations under Section 7.2 of this Licence provided the Licensor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee's use and enjoyment of the Premises and/or the Ancillary Areas.

PART 12 - EXPROPRIATION

- 12.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee terminating this Licence on the date when the Licensee or Licensor is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term of this Licence, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor shall account therefore to the Licensee. In this clause the “**expropriation**” shall include a sale by the Licensor to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 13 – INTELLECTUAL PROPERTY

13.1 Use of Name or Mark. As soon as practicable following execution of this Licence:

- (a) if a party wishes to have its name or name and Mark included on communication or promotional materials to be prepared in connection with the Project, that party shall provide its unconditional approval in writing to the other party for such use; and
- (b) if a party wishes to have its Mark included on communication or promotional materials, then that party shall provide to the other party a black-and-white, high-resolution copy of its Mark and guidelines for use of such Mark, if any, and hereby:
 - (i) grants to the other party an irrevocable perpetual, non-exclusive, non-assignable, personal, non-transferable and fee and royalty-free license to use the Mark in the promotion of the Project, including for placement on the Charging Stations or signage, in accordance with the guidelines and for the Term; and
 - (ii) represents and warrants that it has the right to grant the license described in Subsection 13.1 (b)(i) above.

Each party retains exclusive ownership and title to its Mark notwithstanding the license granted to the other party pursuant to Subsection 13.1 (b)(i) above.

13.2 Promotions. Subject to Section 13.1 above, each party may, at its sole cost, disclose or promote the Project through whatever means such party deems appropriate, including but not limited to internal communication channels (such as employee newsletters and websites) and external communication channels (such as newsletters, social media, industry events, websites and media), provided that:

- (a) the Licensee is acknowledged as Project lead;
- (b) when a communication is exclusively in respect of the Project, a statement is included to acknowledge that the installation of the Charging Stations at the Premises was enabled by the Licensor;
- (c) the Licensor has given the Licensee at least fifteen (15) Business Days prior written notice of the promotion and obtained the Licensee's advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors; and
- (d) the names, or Marks as applicable (to be identified in writing to the Licensor by the Licensee) of all other sponsors of the Project that have agreed to such disclosure or promotion shall be displayed in the following order:
 - (i) Licensee identified as "BC Hydro";
 - (ii) Government of British Columbia; and
 - (iii) in the case of any promotional material issued by the Licensor, the Licensor itself, or

- (iv) in the case of any promotional material issued by the Licensee, the Licensor, together with all other contributors, in alphabetical order; and

in each case with all such names, and Marks, if applicable, displayed in equal prominence and in accordance with applicable guidelines.

- 13.3 Lighting.** The Licensee may install street lighting, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works (collectively, the “**Licensee’s Lighting**”) on or within the Premises for the purpose of illuminating the Premises and the Trade Fixtures. The Licensee agrees that the Licensee’s Lighting will be similar to the form of lighting shown on Schedule 4 to this Licence.

PART 14 - MISCELLANEOUS

- 14.1 Signage.** It is acknowledged and agreed that:

- (a) the Licensee may install signage and logos on or within the Premises (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls;
- (b) the Licensee’s Signage may include the Licensor’s logos , provided the size and location of such logos shall be determined by the Licensee in its sole discretion;
- (c) the Licensee Signage will be similar to the form of signage shown on Schedule 4 to this Licence; and
- (d) the Licensor will not put any signage on the Lands respecting the Project without the prior written consent of the Licensee.

- 14.2 Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this Licence and subject to the Permitted Encumbrances, the Licensee may use the Premises in accordance with the provisions of this Licence without interference by the Licensor, or any party claiming through the Licensor.

- 14.3 Dispute Resolution.** If any dispute arises under or in relation to this Licence, that dispute shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.

- 14.4 Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee’s interest in the Trade Fixtures.

- 14.5 No Partnership.** The Licensors do not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licensors and Licensee.
- 14.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licensors and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.
- 14.7 No Waiver.** No obligation in this Licence will be considered to have been waived by the Licensors unless the waiver is in writing and signed.
- 14.8 Unavoidable Delay.** If either the Licensors or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.
- 14.9 Notices.** Addresses for any notice to be given under this Licence will be as follows:
- (a) If to the Licensee:

BC Hydro
c/o Properties, 13th Floor - 333 Dunsmuir,
Vancouver, B.C. V6B 5R3
Attention: Manager (Property Leasing Services)
Email: Leasing@bchydro.com
 - (b) If to the Licensors:

City of West Kelowna
2760 Cameron Road
West Kelowna, BC
V1Z 2T6

Attention: Erin Goodwin
Email: erin.goodwin@westkelownacity.ca
- 14.10 Deemed Receipt.** Where service of a notice or document is required under this Licence, the notice or document will be in writing and deemed to have been served as follows:
- (a) if delivered by hand or courier, upon delivery;
 - (b) if mailed, upon the fifth Business Day following posting; and
 - (c) if emailed:

- (i) to the Licensee, upon the Licensee providing to the Licensor express written acknowledgment of receipt of the notice or document by email (notwithstanding any automatic reply or receipt indicating that the email has been read). If the Licensor has not received a written acknowledgement of the notice from the Licensee by email within 5 Business Days of sending the email, transmission of the email will be deemed to have failed and notice not provided. In the event of a failure of an email transmission, it is the responsibility of the Licensor to deliver the notice or document to the Licensee using an alternative method in accordance with this Licence. The Licensee will not be liable for any loss or damage or any other disadvantage suffered by the Licensor resulting from such email communication; or
- (ii) to the Licensor, upon actual receipt by the Licensor as evidenced by a return email or automatic receipt indicating that the email has been read.

The Licensor or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

14.11 Time of Essence. Time will be of the essence in this Licence.

14.12 Severance. If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.

14.13 No Modification. No representation, understanding or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.

14.14 Successors. This Licence binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).

14.15 Peaceful Surrender. The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Licence.

14.16 Counterparts. This Licence may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

14.17 Delivery. This Licence or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Licence will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.

14.18 Schedules. The following Schedules attached to this Licence form part of this Licence, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:

Schedule 1 – Description of the Lands
Schedule 2 – Defined Terms
Schedule 3 – Plan of Premises
Schedule 4 – Sample Signage

14.19 Including. The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Licence as of the date first above written.

CITY OF WEST KELOWNA

By its authorized signatory(ies):

Name:

Title:

Name:

Title:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name: Kim Larter

Title: Manager, Property Leasing Service

SCHEDULE 1

Description of Lands

Legal description:

LOT 2 DISTRICT LOT 486 OSOYOOS DIVISION YALE DISTRICT PLAN 3444

PID: 010-854-231

Civic address:

3678 Brown Road, West Kelowna, BC V4T 1P7

SCHEDULE 2

Defined Terms

“**Ancillary Areas**” has the meaning set out in Section 4.1;

“**Business Days**” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“**Charging Stations**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Commencement Date**” has the meaning set out in Section 2.2;

“**Contaminants**” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“**PCBs**”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“**Encumbrance**” means any legal notation, charge, lien, claim, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, licence, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

“**Environmental Laws**” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“**Equipment**” has the meaning defined in the Equipment Lease;

“**Equipment Lease**” has the meaning set out on page 1 in background Paragraph B;

“**Government Authority**” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**Improvements**” has the meaning set out in Section 7.5;

“Infrastructure” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

“Lands” means the lands described in Schedule 1 attached to this Licence;

“Licensed Parking Spaces” has the meaning set out in Section 7.2(c);

“Licensee” means British Columbia Hydro and Power Authority and any permitted assignee under Section 8. Any reference to **“Licensee”** includes, where the context allows the servants, employees, agents, invitees and licensees of the Licensee and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc.;

“Licensee Signage” has the meaning set out in Section 14.1(a);

“Licensee’s Lighting” has the meaning set out in Section 13.3;

“Mark” means a parties associated logos;

“Permitted Encumbrances” means any Encumbrances registered or showing as pending registrations on title to the Lands at the time this Licence is executed;

“Permitted Purposes” means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Trade Fixtures, Licensee’s Lighting and/or the Licensee Signage; and (iii) all purposes reasonably ancillary to the foregoing;

“Premises” means the portion of the Lands shown in black bold outline on the plan attached to Schedule 3 to this Licence;

“Project” means the installation and operation of the Trade Fixtures;

“Taxes” means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Licensor in respect of the Premises, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Licensor in good faith contesting them;

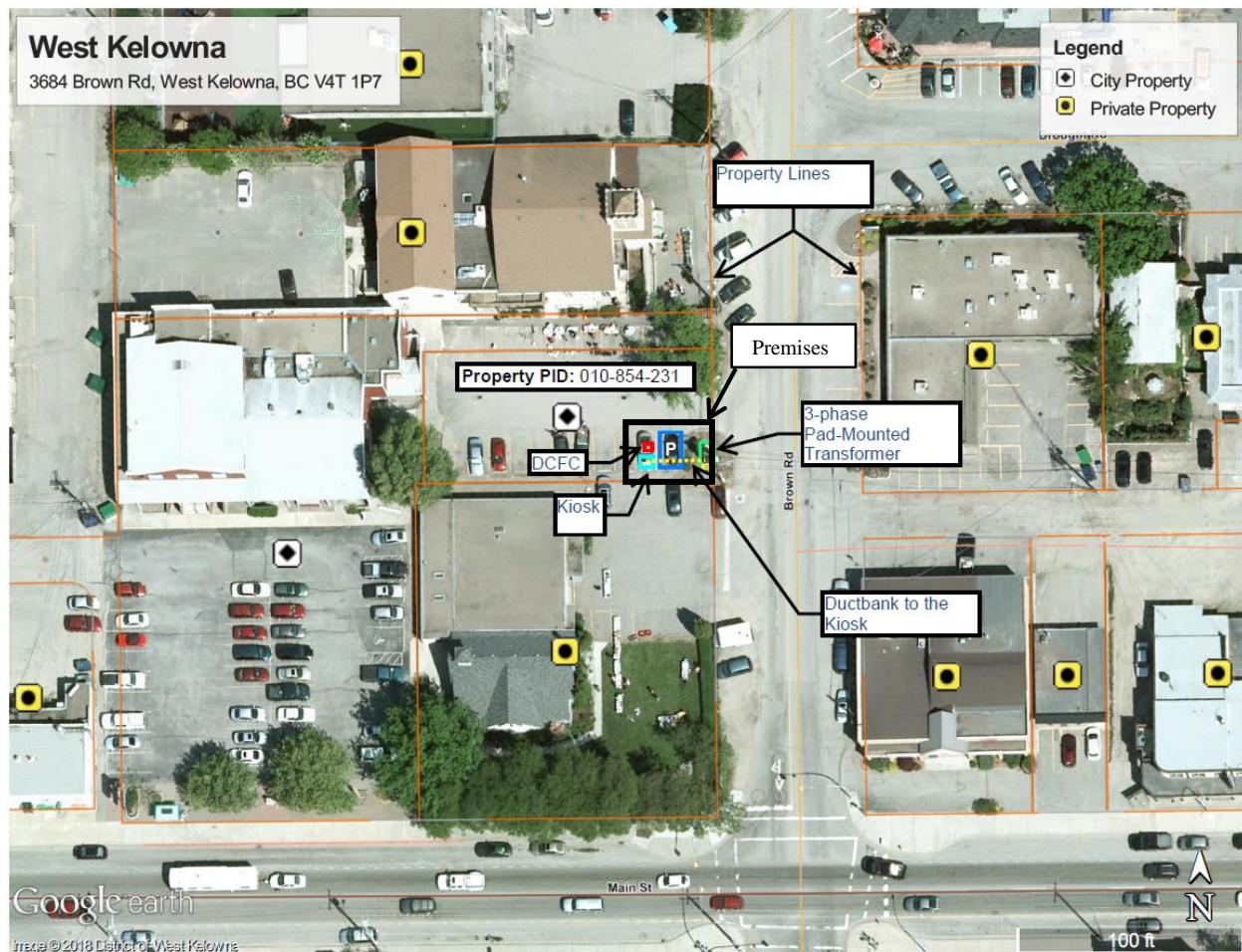
“Term” has the meaning set out in Section 2.2;

“Trade Fixtures” collectively means the Charging Stations and the Infrastructure; and

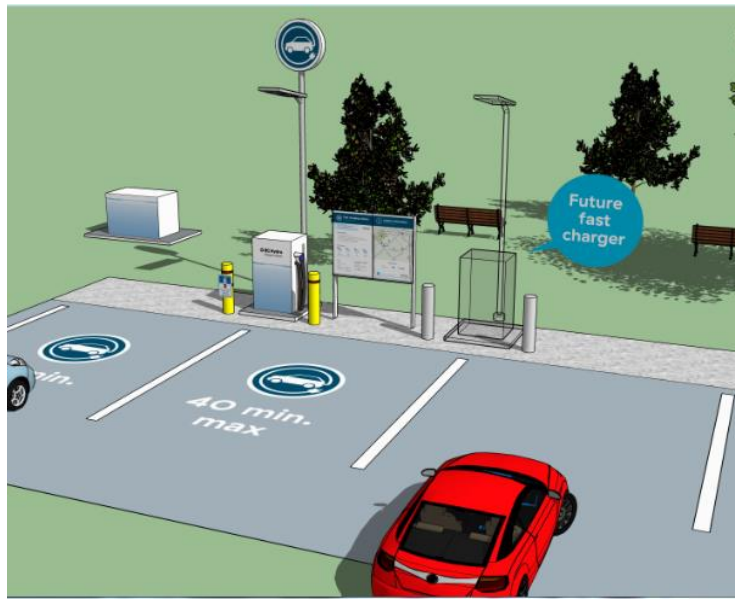
“Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 3

Plan of Premises outlined in black bold is attached



SCHEDULE 4 SAMPLE SIGNAGE



Fast charging station

123 Anyname Street, City

Thanks for using the station.
If you need help, please call 1 866 338 3369.
In case of an emergency call 911
For more information visit bchydro.com/fastcharging

Charging etiquette

- Limit your charge to 30 to 40 minutes
- Stay close by so you can move your car when you are done charging
- Sign Into Plugshare so you can check in and out or to leave notes for other drivers
- Park in an EV charging stall only if you are charging
- Put the cord away when done and keep station tidy

How to charge

1 Plug in

2 Start

3 Stop

4 Unplug

Remember, only one car can charge at a time.

Cost

Charging

Free introductory charging

Parking

Free

Membership & activation

By app

Use the Greenlots app to activate the charging session and see real time status.

By card

Use the Greenlots RFID card to activate

Station information

123 Anyname Street, City

Nearby stations

- 123 Anyname Street, City XX km
- 123 Anyname Street, City XX km

Host

HOST LOGO

Funding partners

This station is under video surveillance.

BC Hydro
Power smart