To deliver effective and efficient, local government services that benefit our citizens, our businesses, our environment and our future.

THE CORPORATION OF THE CITY OF VERNON

AGENDA

Regular Meeting of Council

Monday, July 14, 2025, 8:40 a.m.

CITY HALL COUNCIL CHAMBER

3400 30 Street, Vernon BC

Pages

1. CALL REGULAR MEETING TO ORDER

As Mayor of the City of Vernon, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx People of the Okanagan Nation.

1.a Move to Committee of the Whole

THAT Council move to the Committee of the Whole meeting.

2. RECONVENE REGULAR MEETING AND RESOLUTION TO CLOSE MEETING

THAT the meeting be closed to the public in accordance with Section 90 (1) of the Community Charter as follows:

(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;

(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public;

AND FURTHER, that the meeting be closed to the public in accordance with Section 90 (2) of the Community Charter as follows:

(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.

3. RECONVENE TO OPEN COUNCIL AT 1:30 PM

As Mayor of the City of Vernon, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx People of the Okanagan Nation.

3.a Agenda

THAT the Regular Council Meeting Agenda of July 14, 2025 be adopted.

3.b Adoption of Minutes and Receipt of Committee of the Whole 7

THAT the Regular Council Meeting Minutes of June 23, 2025 be adopted;

AND FURTHER, that the Public Hearing Minutes of June 23, 2025 be adopted;

AND FURTHER, that the Committee of the Whole Meeting Minutes of June 23, 2025 be received.

4. BUSINESS ARISING FROM THE MINUTES

5. COUNCIL INQUIRIES

6. ADMINISTRATION UPDATES 18

THAT Council receive the Administration Updates dated July 14, 2025 for information.

7. UNFINISHED BUSINESS

7.a Shade Options – Civic Memorial Park and Lakeview Park 22

THAT Council direct Administration to plant trees at Civic Memorial Park, located at 3033 37th Avenue and at Lakeview Park, located at 3001 18th Street and to temporarily provide umbrellas at Lakeview Park during the summer months;

AND FURTHER, that funding of up to $42,000 be allocated from the Prior Year Unexpended Uncommitted Balance Reserve for the planting of the trees and purchase of temporary umbrellas.

7.b Council Policy Review – Rescind 1999 - 2009 25

THAT the following policies be rescinded:

1. Administration Change – Adopted June 7, 1999
2. Archive of City Records - Adopted November 6, 2000
3. Policy Guidelines Governing Board of Variance Applications - Adopted July 12, 2004
4. Process for Board of Variance Applications – Adopted July 12, 2004
5. Change in Council Direction – Adopted June 7, 1999
6. Conflict of Interest – Council – Adopted May 24, 2005
7. Council Mail – Adopted June 7, 1999, amended February 26, 2007
8. Council Reports – Deadline – Adopted June 7, 1999, amended July 16, 2001
9. Council Requests for Information from Staff – Adopted June 7, 1999
10. Informing the General Public of Works to City Streets – Adopted March 1, 2001
11. Records – Council Access – Adopted June 7, 1999
12. Staff Attendance at Meetings – Adopted June 7, 1999
13. Staff Reports to Council – Adopted June 7, 1999
14. Street Closures – Adopted June 7, 1999
15. Taped Recordings of Council Meetings – Adopted June 7, 1999

8. MATTERS REFERRED

9. NEW BUSINESS

9.a Early Budget Approval - 43rd Avenue Corridor Improvement Project 27

THAT Council endorse early budget approval for the 43rd Avenue Corridor Improvement Project (2026-01) at a cost not to exceed $4,630,000 to be funded $3,024,000 from Community Works Funding, $310,000 from Sanitary Sewer Reserves and $1,296,000 from Roads Development Cost Charge Reserves in order to proceed with procurement;

AND FURTHER, that Council endorse the expenditure of $900,000 of Community Works Funding and $310,000 of Sanitary Sewer Reserves in 2025 from within the overall 43rd Avenue Corridor Improvement Project (2026-01) budget.

9.b 2026 Fleet Vehicle and Equipment Replacements - Early Budget Approval 31

THAT Council authorize early budget approval for the replacement of fleet units 015, 017, 036 and 534 at a cost not to exceed $620,000, to be funded from Vehicle and Equipment Replacement Reserve.

9.c Transit Expansion Update and Annual Operating Agreement 33

THAT Council direct Administration to allocate any unspent 2025 transit budget funds into the Transit Reserve to mitigate BC Transit operating changes compared to budget;

AND FURTHER, that Administration is authorized to execute the Annual Operating Agreement with BC Transit dated April 1, 2025 to March 31, 2026.

9.d Heritage Restoration Grant for 3005 26th Street 48

THAT Council approve a $5,000.00 Heritage Restoration Grant (HGS00010) under the Heritage Restoration Grant Program for repairs to the front porch foundation of the house at 3005 26th Street.

9.e Economic Development Advisory Committee – Accelerate Okanagan Appointment 68

THAT Council appoint Brea Lake to the Economic Development Advisory Committee, as the Accelerate Okanagan Representative for the term ending December 31, 2025.

9.f Investment Policy amendment 99

THAT 2025-03-V2 - Investment Policy be adopted.

10. LEGISLATIVE MATTERS

10.a Bylaw 6041 - Zoning (ZON00418) Amendment Bylaw for 300 and 800 Sparkling Place 108

Rezoning Application ZON00418, was presented to Council on June 9, 2025. Bylaw 6041, 300 and 800 Sparkling Place Zoning Map Amendment Bylaw required public notification, now complete, prior to consideration of initial readings. *Link to June 9, 2025 Agenda Item*

THAT Bylaw 6041, "300 and 800 Sparkling Place Zoning Map Amendment Bylaw 6041, 2025", a bylaw to rezone lands from RCC - Resort Commercial Centre to RTH - Resort Tourist Housing, be read a first, second and third time.

10.b Official Community Plan and Zoning Map Amendment Bylaws 6042 and 6043 for a Portion of 8800 Rising View Way (OCP00099/ZON00399) 111

THAT Bylaw 6042 “Official Community Plan Amendment Bylaw 6042, 2025”, to amend Official Community Plan Bylaw 5470, be read a 1st and 2nd time;

AND FURTHER, that Bylaw 6043 “Zoning Bylaw Amendment Bylaw 6043, 2025”, to amend Zoning Bylaw 6000, be read a 1st and 2nd time;

AND FURTHER, that a Public Hearing be scheduled for Bylaw 6042 and 6043 on August 11, 2025 at 5:30 pm in Council Chambers;

AND FURTHER, that adoption of the OCP and Zoning Amendment Bylaws is subject to:

a. The required Environmental and Hillside Development Permit be ready for issuance;

b. The required conceptual servicing agreement be in place; and

c. Ensure zoning is limited to match the intended use of the site.

10.c Fees & Charges Amendment Bylaw 6045 (Short-Term Rentals) 161

THAT Bylaw 6045, “Fees and Charges (Business Licences) Amendment Bylaw 6045, 2025”, be read a first, second and third time.

10.d Bylaw Notice Enforcement Bylaw 6048 and Municipal Ticketing Information Bylaw 6049 167

THAT Bylaw 6048, “Bylaw Notice Enforcement Bylaw 6048, 2025”, be read a first, second and third time.

THAT Bylaw 6049, “Municipal Ticketing Information Bylaw 6049, 2025”, be read a first, second and third time.

10.e Bylaw 6012 - Zoning Amendments (General updates) 285

Adoption of Bylaw 6012, Zoning Amendments (General Updates) Bylaw, was subject to Ministry of Transportation and Transit approval. This condition has been satisfied.

THAT Bylaw 6012, “Zoning Text (General Updates) Amendment Bylaw 6012, 2025”, a bylaw to amend Zoning Bylaw 6000, be adopted.

11. COUNCIL INFORMATION UPDATES

11.a Mayor and Councillors Reports

12. INFORMATION ITEMS

12.a Correspondence

12.a.1 Letter Dated June 27, 2025, Minister of Public Safety and Solicitor General - Response to Letter from the Mayor to Premier Eby Regarding BC Liquor Distribution Branch's Supports for British Columbia's Craft Distillers 449

12.a.2 Letter Dated June 24, 2025, Minister of Health - Response to Letter from the Mayor, dated March 3, 2025, Regarding the Farmer's Market Nutrition Coupon Program 456

13. CLOSE OF MEETING

THE CORPORATION OF THE CITY OF VERNON

MINUTES OF THE REGULAR MEETING OF COUNCIL

June 23, 2025, 8:40 a.m.
CITY HALL COUNCIL CHAMBER
3400 30 Street, Vernon BC

Mayor and Council Members Present:	Mayor V. Cumming
	T. Durning
	K. Fehr
	K. Gares
	B. Guy
	A. Mund
	B. Quiring
Administration Present:	P. Weeber, Chief Administrative Officer
	D. Lind, Chief, Fire Rescue Services
	E. Hamming, Director, Financial Services
	J. Rice, Director, Operation Services
	K. Poole, Director, Corporate Administration
	L. Yost-Johnstone, Director, Human Resources
	T. Barton, Director, Planning and Community Services
	S. Wood, Corporate Officer
	C. Isles, Deputy Corporate Officer
	A. Huisken, Acting Manager, Transportation
	G. Nicol, Exec. Assistant, Real Estate & Corp. Admin.
	G. Mulligan, Manager, Infrastructure Systems
	J. Hewitt, Manager, Communications and Grants
	M. Dowhaniuk, Manager, Infrastructure
	R. Nuriel, General Manager, City Planning
	R. Francis, Infrastructure Management Technician

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1. CALL REGULAR MEETING TO ORDER

Mayor Cumming called the meeting to order at 8:40 am.

As Mayor of the City of Vernon, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx People of the Okanagan Nation.

1.a Move to Committee of the Whole

Moved by: Councillor Mund
Seconded by: Councillor Gares

THAT Council move to the Committee of the Whole meeting.

CARRIED

2. RECONVENE REGULAR MEETING AND RESOLUTION TO CLOSE MEETING

Mayor Cumming reconvened the Regular Open Meeting at 10:45 am and requested a motion to move to In Camera.

Moved by: Councillor Fehr
Seconded by: Councillor Durning

THAT the meeting be closed to the public in accordance with Section 90 (1) of the Community Charter as follows:

(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

(g) litigation or potential litigation affecting the municipality.

CARRIED

3. RECONVENE TO OPEN COUNCIL AT 1:30 PM

Mayor Cumming reconvened the Regular Open meeting at 12:03 pm and recessed until 1:32 pm.

As Mayor of the City of Vernon, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx People of the Okanagan Nation.

3.a Agenda

Moved by: Councillor Mund
Seconded by: Councillor Gares

THAT the Regular Council Meeting Agenda of June 23, 2025 be amended with the addition of Item 12.b - Notice of Motion - Shade Options at Lakeview and Civic Memorial Parks.

CARRIED

3.b Adoption of Minutes and Receipt of Committee of the Whole

Moved by: Councillor Durning
Seconded by: Councillor Guy

THAT the Regular Council Meeting Minutes of June 9, 2025 be adopted;

AND FURTHER, that the Committee of the Whole Meeting Minutes of June 9, 2025 be received.

CARRIED

4. BUSINESS ARISING FROM THE MINUTES

5. GENERAL MATTERS

5.a 2024 Annual Report

5.a.1 Representation from the Public

The Corporate Officer advised that no written submissions had been received.

Mayor Cumming called a first time for representation from the public.

B. Beardsell was concerned with the reduction in the Sewer Reserve, the use of the Uncommitted Unexpended Reserve, the Active Living Centre costs and impact with future interest rates, high tax rates and would like to see budget versus actuals on all capital projects.

D. Tucker was concerned with the Sewer Reserve, as previously stated, and asked what the line item "Natural Gas System Revenue 2020-2024" is, as there is no amount recorded.

Mayor Cumming called for a second time for representation from the public.

B. Beardsell requested an update on the status of the McMechan Reservoir property and the RCMP building study.

Mayor Cumming called for a third and final time for representation from the public, there being none, Public Input was closed at 1:49 pm.

Moved by: Councillor Guy
Seconded by: Councillor Durning

THAT Council receive the 2024 Annual Report as presented.

CARRIED

5.b Delegation - Greater Vernon Museum and Archives

Adrianna Stange, Board President, Greater Vernon Museum and Archives, and her team provided an update on the Museum's current projects, future plans and preparations to move to the Greater Vernon Cultural Centre.

Moved by: Councillor Gares
Seconded by: Councillor Fehr

THAT Council receive the presentation from the Greater Vernon Museum and Archives.

CARRIED

6. COUNCIL INQUIRIES

7. ADMINISTRATION UPDATES

Moved by: Councillor Gares
Seconded by: Councillor Guy

THAT Council receive the Administration Updates dated June 23, 2025 for information.

CARRIED

8. UNFINISHED BUSINESS

9. MATTERS REFERRED

9.a Ratified from the Committee of the Whole Meeting held June 23, 2025

9.a.1 Transportation Plan Update: Results from the City-Wide Traffic Modelling Study and Highway Crossings Study

Moved by: Councillor Gares
Seconded by: Councillor Quiring

THAT Council ratifies and confirms the following resolution adopted at the June 23, 2025 Committee of the Whole meeting of Council: 'THAT following review of the City of Vernon Highway Crossings Transportation Report dated May 23, 2025, Council directed Administration to notify the Ministry of Transportation and Transit Administration of two highway crossing intersections identified as critical priority upgrades:

- Highway 6 and 15 Street; and
- Highway 6/30 Street and 25 Avenue.'

CARRIED

10. NEW BUSINESS

10.a Application for a Liquor Primary Licence – Commons Racquet Club

Councillor Quiring declared a conflict of interest, as the applicant is a client of his firm MQN Architects, and left the meeting at 2:47 pm.

Moved by: Councillor Mund
Seconded by: Councillor Gares

THAT Council advise the Liquor and Cannabis Regulation Branch that Council supports the application for a liquor primary licence, submitted by Wesbild Golf Holdings Ltd., for Commons Racquet Club located at 30 Predator Ridge Drive South (LT1 SEC 2 TWP 13 ODYD PL KAP65635 EXCEPT PLANS EPP63108, EPP75128, EPP92486 AND EPP106541), as outlined in the report titled "Application for a Liquor Primary Licence – Commons Racquet Club" dated June 23, 2025;

AND FURTHER, that the Liquor and Cannabis Regulation Branch be advised that Council is in support of the liquor primary licence application as it addresses the Liquor and Cannabis Regulation Branch criteria in the following manner:

- The proposed service area capacity for the combined indoor and outdoor service areas is 30 people. The proposed hours of liquor service are from 9:00 am to 12:00 am daily;

- The Commons Racquet Club building is located approximately 80-100 m from the nearest residence. If approved, the proposed licence is not anticipated to produce noise disturbances due to the limited capacity of 30 people;

- Views of residents were gathered. A total of 57 property owners and occupiers were contacted. Advertisements requesting public input were published in the May 22 and 29, 2025 editions of the Vernon Morning Star newspaper. Eight comments from the public were received by the response deadline, including a mixture of supportive comments and concerns; and

- The applicant, Wesbild Golf Holdings Ltd., has many years of experience operating liquor licences. They currently operate a food primary and liquor primary licence at the Predator Ridge golf course and clubhouse restaurant. The proposed liquor primary licence for Commons Racquet Club is not expected to negatively impact nearby residents or the surrounding community.

CARRIED

Councillor Quiring returned at 2:48 pm.

10.b ALC Borrowing Security Resolution Report

Moved by: Councillor Mund
Seconded by: Councillor Guy

THAT Council approve borrowing from the Municipal Finance Authority of British Columbia, as part of the 2025 Fall Borrowing Session, forty-five million dollars ($45,000,000.00) as authorized through the "Active Living Centre Loan Authorization Bylaw 5908, 2022" and that the Regional District of North Okanagan be requested to consent to our borrowing over a thirty (30) year term and include the borrowing in a Security Issuing Bylaw.

CARRIED

10.c Impact of Construction Cost Escalation on Infrastructure Replacement

Moved by: Councillor Durning
Seconded by: Councillor Guy

THAT Council receive the memorandum titled "Impact of Construction Cost Escalation on Infrastructure Replacement", dated June 23, 2025.

CARRIED

10.d Emergency Planning, Emergency Response and Extreme Wildfire Reserve Consolidation and Budget Process

Moved by: Councillor Guy
Seconded by: Councillor Durning

THAT Council direct Administration to consolidate funds in the Emergency Planning, Emergency Response, and Extreme Wildfire Reserves under a new "Emergency Mitigation, Preparedness, Response and Recovery Reserve";

AND FURTHER, that Council direct Administration to transfer $215,648 from the Prior Year Unexpended Uncommitted Balance to the Emergency Mitigation, Preparedness, Response and Recovery Reserve;

AND FURTHER, that Council direct Administration to include Fire Station 3 overtime costs, funded by the Emergency Mitigation, Preparedness, Response and Recovery Reserve, in the 2026 - 2030 Financial Plan.

CARRIED

10.e Parking Availability in Downtown During the Construction of the Greater Vernon Cultural Centre

Councillor Fehr left the meeting at 3:05 pm and returned at 3:07 pm.

Moved by: Councillor Quiring
Seconded by: Councillor Durning

THAT Council receive the memorandum titled "Parking Availability in Downtown During the Construction of the Greater Vernon Cultural Centre" dated June 23, 2025.

CARRIED

10.f Respectful Workplace and Anti-Discrimination Policy

Moved by: Councillor Durning
Seconded by: Councillor Fehr

THAT the Corporate Policy titled Respectful Workplace and Anti-Discrimination Policy be rescinded.

CARRIED

11. LEGISLATIVE MATTERS

12. COUNCIL INFORMATION UPDATES

12.a Mayor and Councillors Reports

All members in attendance provided an overview of their activities and meetings attended.

12.b Notice of Motion

12.b.1 Shade Options at Lakeview and Civic Memorial Parks

Moved by: Councillor Gares
Seconded by: Councillor Durning

THAT Administration provide costs and a potential funding source associated with shade options, which may include shade sails, at Lakeview Park (3001 18th Street) and Civic Memorial Park (3033 37 Avenue).

Moved by: Mayor Cumming
Seconded by: Councillor Gares

THAT this item be deferred to a time later in the meeting, awaiting additional information from Administration on costing estimates.

CARRIED

13. INFORMATION ITEMS

13.a Correspondence

13.a.1 Letter dated June 17, 2025 from the District of Coldstream re: Modernization of Wastewater Regulations - UBCM Resolution

13.a.2 Email dated June 17, 2025 from the Okanagan Regional Library - Request for Letter of Support re: UBCM Convention Ministerial Requests

Moved by: Councillor Gares
Seconded by: Councillor Fehr

THAT Council provide a letter to the Okanagan Regional Library supporting their three requests to the Honourable Sheila Malcolmson (Ministry of Social Development and Poverty Reduction) and the Honourable Ravi Kahlon (Ministry of Housing and Municipal Affairs) at the upcoming UBCM Convention as follows:

1. A 20% increase in Core Provincial Library Grants
2. Establishment of a Social Wellbeing Grant
3. Establishment of a Climate Relief Grant

CARRIED

13.b Minutes from Council Committees

13.b.1 Climate Action Advisory Committee - May 8, 2025

13.b.2 Tourism Commission - May 21, 2025

14. RECESS MEETING TO 5:30 PM FOR PUBLIC HEARING

Mayor Cumming recessed the Regular meeting at 3:32 pm.

15. RECONVENE MEETING

The meeting reconvened at 5:45 pm.

15.a Bylaw for Third Reading

15.a.1 Bylaw 6012 - Zoning Text (General Updates) Amendment

Moved by: Councillor Gares
Seconded by: Councillor Guy

THAT Bylaw 6012, “Zoning Text (General Updates) Amendment Bylaw 6012, 2025”, a bylaw to amend Zoning Bylaw 6000, be read a third time.

CARRIED

15.b Deferred Item 12.b .1 - Shade Options at Lakeview and Civic Memorial Parks

Moved by: Councillor Gares
Seconded by: Councillor Durning

THAT Administration provide costs and a potential funding source associated with shade options, which may include shade sails, at Lakeview Park (3001 18th Street) and Civic Memorial Park (3033 37 Avenue).

CARRIED

16. CLOSE OF MEETING

The Regular Council meeting adjourned at 6:35 pm.

Mayor

Corporate Officer

THE CORPORATION OF THE CITY OF VERNON

MINUTES OF THE PUBLIC HEARING

June 23, 2025, 5:30 p.m.
CITY HALL COUNCIL CHAMBER
3400 30 Street, Vernon BC

Mayor and Council Members Present:	Mayor V. Cumming
	T. Durning
	K. Fehr
	K. Gares
	B. Guy
	A. Mund
	B. Quiring
Staff Present:	P. Weeber, Chief Administrative Officer
	K. Poole, Director, Corporate Administration
	T. Barton, Director, Planning and Community Services
	S. Wood, Corporate Officer
	C. Isles, Deputy Corporate Officer
	L. Korolchuk, Manager, Current Planning
	R. Nuriel, General Manager, City Planning
	G. Nicol, Exec. Assist., Real Estate & Corp. Admin.
	T. Atwood, Senior Planner
	J. Rice, Director, Operation Services

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1. CALL PUBLIC HEARING TO ORDER

The Mayor called the public hearing to order at 5:32 pm.

As Mayor of the City of Vernon, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx People of the Okanagan Nation.

2. Bylaw 6012, 2025 - Zoning Text (General Updates) Amendment Bylaw

Zoning Text (General Updates) Amendment Bylaw 6012, 2025

Bylaw 6012 - to update Zoning Bylaw 6000 as part of "Phase 2 - Refine", to address community feedback, help streamline development approvals, and refine sections not covered by recent Provincial Housing Legislation.

2.a Confirmation of Publication

The Corporate Officer advised that Notice of the Public Hearing was published in the June 12 and June 19, 2025 issues of the Morning Star Newspaper, as required by the *Local Government Act.*

2.b Bylaw Overview

The Senior Planner provided an overview of Bylaw 6012.

2.c Representation from the Public

The Corporate Officer advised that one submission had been received following publication of the agenda, email dated June 23, 2025 from C. Abram.

The Mayor called for a first time for representation from the public who believed they were affected by "Zoning Text (General Updates) Amendment Bylaw 6012, 2025".

C. Abram was concerned with fence height restrictions particularly on properties with rear yards abutting a street such as inward facing townhouse complexes.

The Mayor called for a second time for representation from the public.

The Mayor called a third and final time for representation from the public who believed they were affected by "Zoning Text (General Updates) Amendment Bylaw 6012, 2025", there being none, the Public Hearing closed at 5:44 pm.

3. ADJOURNMENT

Mayor

Corporate Officer

ADMINISTRATION UPDATES
JULY 14, 2025 REGULAR COUNCIL MEETING

RECREATION SERVICES

Memory Café Delegation – Request for Rental of Creekside Conference Room

At their June 9, 2025, meeting, Council were presented with a request from the DB Foundation for Health Research, for an in-kind donation of the rental costs for the Creekside Conference room and kitchen on September 19, 2025, for their Memory Café event. Following this request, Administration connected the group with the Halina Centre who are now working with the Foundation to support this event. This is a fantastic partnership and aligns with the mandates of both groups as they collaborate to bring a wonderful event to the community.

PLANNING AND COMMUNITY SERVICES

OCP and Transportation Plan Drafts Released for Public Review on Engage Vernon

The draft Official Community Plan (OCP) and Transportation Plan documents are now available on Engage Vernon for residents to review and provide feedback. The public comment period runs from **12:00 p.m. on July 7 to the end of the day on July 21**.

The opportunity for public feedback is part of the project's on-going Phase 3 Engagement process. This also includes referral of the draft documents to the Province, partner agencies, neighbouring municipalities and several Council committees.

Residents have been informed of this opportunity for input through the Engage Vernon newsletter, City social media channels, and advertising in the *Vernon Morning Star*.

The draft plans will be presented to Council at a Committee-of-the-Whole Meeting in early September.

OPERATIONS

Parks Irrigation Renewal (Project 2024-02)

Work is underway to renew the irrigation system at Alexis Park. Park closure information signs have been posted and the park will be closed, except for the playground, from July 7, 2025, until September 30, 2025.

32nd Avenue and 38th Street Reconstruction: (Project 2023-05)

Paving is now complete on the 32nd Avenue and 38th Street Reconstruction project. Landscape restoration and clean-up will continue into July.

32nd Avenue looking west

Pleasant Valley Road at 39th Avenue Roundabout Project (Project 2025-06)

The contractor has completed the retaining wall and is working on the fence and road construction. Fortis Gas is on site to install new gas mains in the lane and along 39th Avenue. All traffic is detouring around the site, and the contractor is coordinating access with emergency services and affected residents as well as transit, garbage, and recycling services. The project is currently ahead of schedule, and could be open earlier in the fall than originally planned.

Pleasant Valley Road looking south the 39th Avenue

Silver Star Road at Phoenix Drive Roundabout (Project 2025-06)

The contractor has installed the curbing, half of the roundabout, and is finalizing completion of the road for paving on the west side. Traffic will then be detoured through the completed west side so that work can start on the east side of the roundabout. The project is on schedule and is planned to be completed in September 2025.

Silver Star Road looking north to Phoenix Drive

Polson Park Naturalization Phase 2 (Project 2025-03)

Phase 2 of the Polson Park Naturalization Project is on schedule, with construction expected to be completed by November 2025. Since mobilization in early June, completed work includes the installation of a heavy-equipment bridge, removal of sluice gates, trees, and concrete demolition. Environmental protection measures, including sediment control fencing and root protection, are in place with oversight from Stantec and Okanagan Indian Band (OKIB) representatives. Public access through the park is maintained via a temporary pedestrian bypass and bridge, while the internal park road remains closed to vehicles. Administration continues to coordinate with user groups to minimize disruptions during construction. Administration continues to work with OKIB and Fisheries and Oceans Canada to establish a habitat bank, the first of its kind in the Okanagan and with Phase 2 being the first deposit into the habitat bank. Once established, habitat credits can be withdrawn from the bank to aid in future flood mitigation projects.

Vernon Water Reclamation Centre (VWRC) Flood Mitigation (Project 2025-21)

The VWRC bank armouring portion of the VWRC Flood Mitigation project is scheduled to begin in the last week of July 2025, and is expected to be complete by the end of November. This project is a continuation in a series of flood mitigation efforts identified in the 2023 VWRC Flood Hazard Assessment as part of the City's flood mitigation work and efforts toward adaptation to changing climate. It focuses on stabilizing the north bank of Vernon Creek adjacent to the Vernon Wastewater Reclamation Centre, where ongoing erosion has exposed an abandoned storm main. The project includes rip rap armouring, native plantings, and the creation of a small floodplain to accommodate larger flows.

Active Living Center Site Servicing

Construction on 43rd Avenue at the Active Living Center (ALC) started in July to improve drainage servicing for the ALC. Construction of the electrical and communication services for the Vernon Active Living Centre is set to begin later in July with work expected to be complete in August. Construction activities throughout the fall of 2025 on 43rd Avenue are being coordinated to help expedite further transportation and utility improvements to support the ALC. During this period, intermittent traffic detours will be in place and the public will be kept informed of any detour updates through official media releases.

Report to Council

To:	**Mayor and Council**	File No: 6140-20
Date:	July 14, 2025	
From:	Larissa Price, Manager, Park Projects and Community Initiatives	
Subject:	Shade Options – Civic Memorial Park and Lakeview Park	

Purpose:

To provide Council with options for increasing shade at Civic Memorial Park and Lakeview Park in response to the Notice of Motion raised at the June 23, 2025, Council Meeting.

Recommendation:

THAT Council direct Administration to plant trees at Civic Memorial Park, located at 3033 37th Avenue and at Lakeview Park, located at 3001 18th Street and to temporarily provide umbrellas at Lakeview Park during the summer months;

AND FURTHER, that funding of up to $42,000 be allocated from the Prior Year Unexpended Uncommitted Balance Reserve for the planting of the trees and purchase of temporary umbrellas.

Background:

a. Rationale:

At the June 23, 2025, Regular Meeting, Council resolved the following:

> THAT Administration provide costs and a potential funding source associated with shade options, which may include shade sails, at Lakeview Park (3001 18th Street) and Civic Memorial Park (3033 37 Avenue).

Both parks have recently undergone construction, and while trees have been planted as part of the improvements, they are still maturing and currently provide limited coverage.

To address current shade limitations, Administration has reviewed site-specific options for each park:

Civic Memorial Park:
The preferred long-term solution is the planting of large caliper trees around the playground, Administration will develop a planting plan based on site conditions,

available space, and optimal locations for future shade coverage. While this option will not provide immediate relief from the sun, it is the most sustainable and effective method for providing natural shade in the future.

Lakeview Park:
The preferred long-term solution is the planting of large caliper trees around the playground and spray park, Administration will develop a planting plan. In the interim, a practical low-cost solution is to provide umbrellas during the summer months, when lifeguard staff are onsite and able to assist with setup. This approach would offer flexible shade coverage for park users during peak heat hours without requiring permanent infrastructure.

Other Shade Options:

There may also be an opportunity to partner with local community groups or the private sector to provide and maintain temporary umbrellas or other mobile shade devices through mobile vending or seasonal concessions. This option would require further investigation and could be explored as part of a longer-term strategy in future years.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

N/A

c. Council's Strategic Plan Alignment:

☐ Governance & Organizational Excellence	☐ Livability
☒ Recreation, Parks & Natural Areas	☐ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:

N/A

Financial Implications:

Should Council choose to proceed with the recommended additional tree planting, which would include the required irrigation extension at Civic Memorial Park and Lakeview Park, the estimated cost is $40,000. Activation of temporary umbrellas at Lakeview Park is estimated at $2,000. Both items could be funded from the Prior Year Unexpended Uncommitted Balance Reserve (current balance: $3,768,342).

Alternatively, should Council choose to install one permanent shade sail at Civic Memorial Park and one at Lakeview Park, each covering an area of approximately 25 x 25 feet, the estimated cost is $80,000 for both, which could also be funded from the Prior Year Unexpended Uncommitted Balance Reserve.

Alternatives & Implications:

THAT Council, direct Administration to install one permanent shade sail at Civic Memorial Park and one at Lakeview Park;

AND FURTHER, that funding of up to $80,000 be allocated from the Prior Year Unexpended Uncommitted Balance Reserve for the installation of 2 shade sails.

Implications of this alternative: Administration has investigated shade sail options, which would provide more immediate coverage, however, their effectiveness is limited by orientation, seasonal sun angles and site-specific installation requirements. These structures come with a higher cost, greater risk of vandalism, and increased long-term maintenance and replacement costs when compared to natural shade solutions such as tree planting.

Communication:

N/A

Attachments:

N/A

Reviewed by: Terry Barton, Director, Planning & Community Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

Report to Council

To:	**Mayor and Council**	File No: 110-40
Date:	July 14, 2025	
From:	Sue Wood, Manager, Legislative Services	
Subject:	Council Policy Review – Rescind 1999 - 2009	

Purpose: To provide obsolete policies from 1999 – 2009 that Council may consider rescinding.

Recommendation:

THAT the following policies be rescinded:

1. Administration Change – Adopted June 7, 1999
2. Archive of City Records - Adopted November 6, 2000
3. Policy Guidelines Governing Board of Variance Applications - Adopted July 12, 2004
4. Process for Board of Variance Applications – Adopted July 12, 2004
5. Change in Council Direction – Adopted June 7, 1999
6. Conflict of Interest – Council – Adopted May 24, 2005
7. Council Mail – Adopted June 7, 1999, amended February 26, 2007
8. Council Reports – Deadline – Adopted June 7, 1999, amended July 16, 2001
9. Council Requests for Information from Staff – Adopted June 7, 1999
10. Informing the General Public of Works to City Streets – Adopted March 1, 2001
11. Records – Council Access – Adopted June 7, 1999
12. Staff Attendance at Meetings – Adopted June 7, 1999
13. Staff Reports to Council – Adopted June 7, 1999
14. Street Closures – Adopted June 7, 1999
15. Taped Recordings of Council Meetings – Adopted June 7, 1999

Background:

a. Rationale:

Administration has started the review of Council policies adopted prior to 2010 that are no longer required. The above 15 policies are obsolete, legislated elsewhere, or operational in nature. Administration will continue this process and provide a subsequent list for Council to consider during their August meeting.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

During the June 9, 2025 Committee of the Whole meeting, Council reviewed the Corporate Policy Update report and resolved the following:

> THAT Council authorize the Chief Administrative Officer, Divisional Director and the Corporate Officer, as a whole, to identify Council Policies to be rescinded that are obsolete and adopted or amended prior to 2010;
>
> AND FURTHER, that Administration provide a list of these policies for Council to formally rescind.

c. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☐ Livability
☐ Recreation, Parks & Natural Areas	☐ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:

N/A

Financial Implications:

N/A

Alternatives & Implications:

Should Council require additional information on a policy that is recommended to be rescinded, the motion can be amended to remove that particular policy, and Administration will provide further details.

Communication:

N/A

Attachments:

N/A

Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

Report to Council

To: **Mayor and Council** File No: 5700-04

Date: July 14, 2025

From: Mark Dowhaniuk Manager, Infrastructure Management

Subject: Early Budget Approval - 43rd Avenue Corridor Improvement Project

Purpose: To request early budget approval for the 43rd Avenue Corridor Improvement Project (2026-01) that is ready to proceed to procurement.

Recommendation:

THAT Council endorse early budget approval for the 43rd Avenue Corridor Improvement Project (2026-01) at a cost not to exceed $4,630,000 to be funded $3,024,000 from Community Works Funding, $310,000 from Sanitary Sewer Reserves and $1,296,000 from Roads Development Cost Charge Reserves in order to proceed with procurement;

AND FURTHER, that Council endorse the expenditure of $900,000 of Community Works Funding and $310,000 of Sanitary Sewer Reserves in 2025 from within the overall 43rd Avenue Corridor Improvement Project (2026-01) budget.

Background:

a. The 2025-2029 5 Year Rolling Infrastructure Plan included the 43rd Avenue Corridor Improvement Project to support the Active Living Center (ALC). Infrastructure renewal and improvements at Alexis Park Drive, 43rd Avenue and Old Kamloops Road were included as a project in 2026. This work has been planned and coordinated with the ALC.

b. Administration is planning to have the improvements at the 43rd Avenue, Alexis Park Drive, and Old Kamloops Road intersection, as well as a new multi-use path on 43rd Avenue from Alexis Park Drive to Highway 97, completed to coincide with the ALC opening in fall of 2026. The work on Alexis Park Drive from 39th Avenue to 43rd Avenue would be planned for 2027, due to available funding. This change in scope will still provide the supporting transportation infrastructure required to support the opening of the ALC.

c. In order to meet this timeline Administration is recommending that the City move forward with procurement immediately for the 43rd Avenue Corridor Improvement Project. This mitigates schedule risks by allowing the option for portions of the work to be completed in the late summer and fall of 2025.

d. The 43rd Avenue Corridor Improvement Project has been incorporated into the Transportation Plan, and the planned update to the Development Cost Charges Bylaw (DCCs). The projected funding share between the City (70%) and development (30%) has been based on the projected population increase in the City over the 20-year life of the bylaw. The expected timing of the DCCs Bylaw update is year-end 2025, and would allow the City to add the Transportation Plan projects. Any changes to the cost allocations between the City and development for the 43rd Avenue Corridor Improvement Project could be updated through the 2026 Financial Plan process.

e. The current roundabout geometry concept (Attachment 1), is based on recommendations from the project team transportation engineers, and is under review by the project team. The concept is also under review by ICBC transportation engineers through the Road Safety Audit process. The project team will continue to refine the geometry and will provide project updates to Council as the roundabout design progresses.

f. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☒ Livability
☐ Recreation, Parks & Natural Areas	☒ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

Financial Implications:

The proposed project sheet for the 43rd Avenue Corridor Improvement Project (2026-01) is included as Attachment 1, and would be included in the proposed 2026 Financial Plan document. Administration is recommending early budget approval of $4,630,000 of 2026 Capital funding consisting of $3,024,000 of Community Works Funding, $310,000 Sanitary Sewer Reserves and $1,296,000 of Roads Development Cost Charge Reserves in order to proceed with procurement. In order to facilitate a portion of the construction in 2025, Administration would recommend that Council endorse the expenditure of $900,000 of Community Works Funding and $310,000 of Sanitary Sewer Reserves in 2025, from within the overall 2026 project budget.

The current balances as of May 29, 2025 for Community Works Funding is $911,041 and $741,372 for Sanitary Sewer Reserves. The Community Works interest accrual for 2025, and the 2026 annual grant payment of $2,090,500 will cover the remaining amount needed for the total project budget.

Alternatives & Implications:

Council could choose to defer approval of the 43rd Avenue Corridor Improvement Project until the fall of 2025, and consider it as part of the 2026 Financial Planning process. This would compress the construction schedule, which could lead to the completion of the 43rd Avenue Corridor Improvement Project happening after the scheduled opening of the ALC.

Communication:

This project has been communicated internally between the Transportation, Infrastructure, Development Engineering Services, Roads Drainage Airport Departments and the Financial Services Division. Coordination with the Ministry of Transportation and BC Transit is ongoing for the crossing of 43rd Avenue at Highway 97. The project team is coordinating with the ALC team. The Regional District of North Okanagan is a confirmed partner on the project, and will be renewing water and irrigation infrastructure.

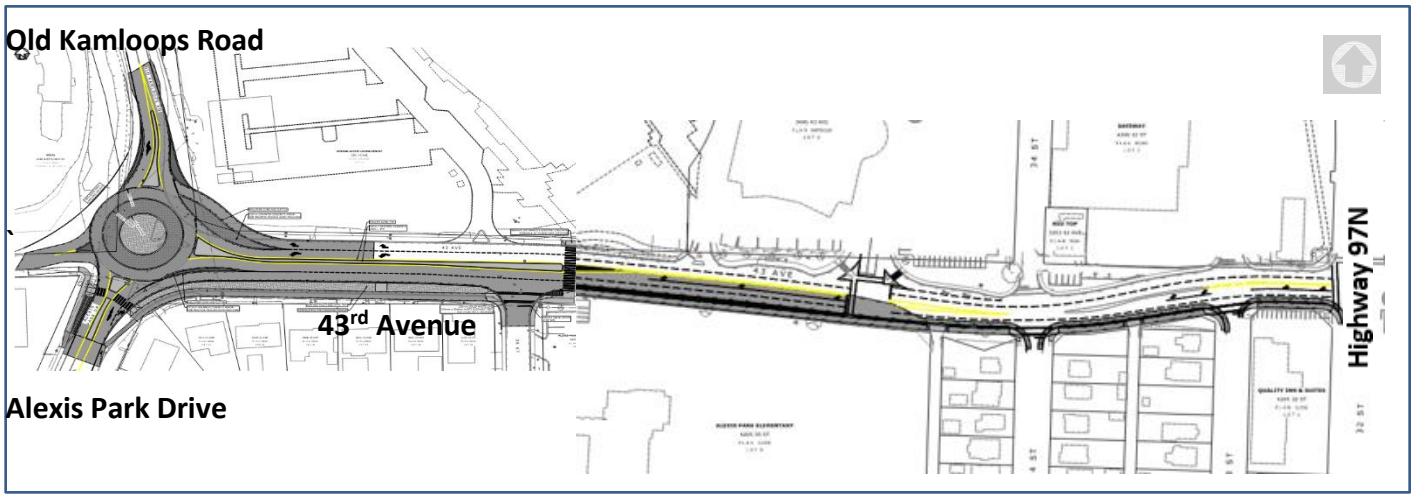
Attachments:

Attachment 1 - Project Sheet 2026-01 43rd Avenue Corridor Improvements

Reviewed by: Trevor Scott, P.Eng., Manager, Infrastructure Projects
Reviewed by: James Rice, Director, Operations
Reviewed by: Elma Hamming, Director, Financial Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

43rd AVENUE CORRIDOR IMPROVEMENTS

PROJECT #2026-01



Total Capital Costs: **$ 4,630,000**

Operation and Maintenance Estimated Yearly Costs: **To be added as part of the 2026 budget process.**

Project Summary

The general project scope includes a roundabout intersection design and construction, Alexis Park Drive, 43 Avenue, Old Kamloops Road, shallow utility restoration or relocation in 43 Avenue and Alexis Park Drive, new curb, gutter, Multi-use path, street lighting (including pedestrian crossing flashers), associated drainage, sanitary and water works.

The Regional District of North Okanagan (RDNO) Greater Vernon Water (GVW), is also engaged with the same services for design and construction of the water system in the project area. The consultant will be working for both owners concurrently on the project.

The City is coordinating with adjacent properties to accommodate the roundabout.

Project funding will be split between Community Works Funding, Sanitary Sewer Reserves, Transportation Development Cost Charges Reserves.

Report to Council

To: **Mayor and Council** File No: 1280-02

Date: July 14, 2025

From: Belinda Bowden, Manager, Fleet Service

Subject: 2026 Fleet Vehicle and Equipment Replacements - Early Budget Approval

Purpose: To request early budget approval for our 2026 vehicle and equipment replacements.

Recommendation:

THAT Council authorize early budget approval for the replacement of fleet units 015, 017, 036 and 534 at a cost not to exceed $620,000, to be funded from Vehicle and Equipment Replacement Reserve.

Background:

a. Rationale:

1. The following units are scheduled for replacement in 2026 in alignment with the Fleet Vehicle and Equipment Replacement Strategy:

    - Unit 015 – Bobcat - $90,000
    - Unit 017 – Loader - $370,000
    - Unit 036 – Chev 1500 - $90,000
    - Unit 534 – SUV - $70,000

    Total estimated cost = $620,000

2. Administration continues to actively monitor market pricing, vehicle and equipment condition, and asset age, extending life cycles where practical and cost effective.

3. Ongoing market volatility and the potential for supply chain disruptions may result in cost increases in 2026.

4. As a proactive measure, Administration recommends that Council consider early budget approval to proceed with the scheduled 2026 vehicle and equipment replacements.

5. All identified units have reached the end of their expected service lives, in accordance with the Fleet and Equipment Replacement Strategy.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:
N/A

c. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☐ Livability
☐ Recreation, Parks & Natural Areas	☐ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:
N/A

Financial Implications:

The total cost of $620,000 required for the equipment replacement would be funded from the Vehicles and Equipment Reserve consistent with the Fleet Vehicle and Equipment Replacement Strategy. The Vehicle and Equipment Replacement Reserve has a projected year end balance of $1,762,498 for 2025.

Alternatives & Implications:

If Council decides not to provide early budget approval, market uncertainty could result in increased vehicle and equipment replacement costs in 2026.

Communication:

N/A

Attachments:

N/A

Reviewed by: James Rice, Director, Operations Services
Reviewed by: Elma Hamming, Director, Financial Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

Report to Council

To: **Mayor and Council** File No: 8500-16

Date: July 14, 2025

From: Anne Huisken, Acting Manager, Transportation

Subject: Transit Expansion Update and Annual Operating Agreement

Purpose:

To provide Council with an update on recent transit service expansions for both Conventional and Custom Transit, outline Administration's recommended service improvements, and summarize the 2025–2026 Annual Operating Agreement with BC Transit.

Recommendation:

THAT Council direct Administration to allocate any unspent 2025 transit budget funds into the Transit Reserve to mitigate BC Transit operating changes compared to budget;

AND FURTHER, that Administration is authorized to execute the Annual Operating Agreement with BC Transit dated April 1, 2025 to March 31, 2026.

Background:

Transit Update and Service Expansion

At the August 12, 2024, Regular Council Meeting, Council authorized Administration to apply for approved transit expansion hours to three key routes in the Vernon Regional Transit System and support interregional transit expansions for the whole network.

Both City of Vernon Conventional and Custom transit route received service expansion and implementation will start January 4, 2026.

CITY OF VERNON **Conventional**	Weekday span and frequency improvements; weekend span and frequency improvements; On-time performance improvements.	**2,600** annual service hours	1 expansion vehicle	Approved
CITY OF VERNON **Custom**	Custom handyDART expansion to provide Sunday and statutory holiday service	**780** annual service hours	1 expansion vehicle	Approved

This is the first transit expansion Vernon has received in several years, following pandemic-related funding constraints and fleet shortages at the provincial level. The expansion aligns with the **2021 Transit Future Action Plan**, endorsed by Council, and supports progress toward the province's mandate to build a more connected, frequent transit network.

For the Conventional transit expansion, Administration recommends allocating the new service hours to Routes 3 and 5, based on findings from the recent Active Transportation and Transit Gap Analysis:

- **Route 3** operates on a 40-minute run-time, 7 days a week, between the Downtown Exchange and Walmart via Alexis Park. It recorded the highest boardings of any route in 2023 and is one of the most constrained routes in terms of schedule reliability. As the only bi-directional route connecting two of the City's busiest corridors, Route 3 plays a critical role in maintaining system reliability, supporting existing ridership, and providing a key connection to the new Active Living Centre (ALC). Many students from Alexis Park Elementary also rely on this route.

  It is anticipated that road construction near the ALC will temporarily impact Route 3 in 2026. However, the additional service hours from this expansion will help maintain service levels during construction, reducing the likelihood of dropped trips and supporting reliable transit connections when the Active Living Centre opens in Fall 2026.

- **Route 5** serves South Vernon, including Mission Hill Elementary, Clarence Fulton Secondary, and many cultural services. It had the third-highest boardings in 2023. Route 5 is interlined with Route 3 and operates on the same 40-minute frequency on weekdays and Saturdays, with an 80-minute frequency on Sundays. Improving this route will enhance service reliability for both Routes 3 and 5.

Routes 3 and 5 have the tightest turnaround times in the system due to their interlined schedules, making them particularly vulnerable to delays. Allocating service expansion hours to these routes will help address existing timing challenges and improve reliability, though it will not result in additional trips (frequency) at this time.

Although Route 9 was identified for future expansion as part of the Frequent Transit Network (15-minute service), it currently operates at a 30-minute frequency between the Downtown Exchange and Polson Park. Addressing service reliability and run-time constraints on Routes 3 and 5 first is critical to ensuring these routes can effectively support and complement future expansions, including the Frequent Transit Network.

The transit expansion hours for Custom transit (handyDART) will introduce Sunday and statutory holiday service for the first time. This is a major improvement for residents who rely on Custom transit will provide better service to these customers.

The costs associated with the transit service improvements are approved as part of the 2025-2029 Financial Plan (pages 105-106).

Some larger regional expansions, and new routes were not approved for 2025/2026, and this is primarily due to ongoing provincial fleet procurement challenges. These initiatives, which require additional vehicles and resources, remain priorities as the transit system continues to grow:

The following expansion initiatives **have not been approved** for implementation:

NORTH OKANAGAN CONNECTOR	Increase weekday service on Route 90, providing three additional round trips per day.	**1,600** annual service hours	2 expansion vehicles	Not Approved
NORTH OKANAGAN PARA TRANSIT	Remove weekday variants on routes 60 and 61 (700 hours). One additional weekday midday round trip on route 61 to close existing service gap (450 hours). Remove Saturday variants on route 60 (200 hours).	**1,350** annual service hours	2 expansion vehicles	Not Approved
CITY OF VERNON / COLDSTREAM **Conventional**	New service to Middleton Mountain	**2,600** annual service hours	1 expansion vehicle	Not Approved

Annual Operating Agreement

The Vernon Transit System operates under agreements with BC Transit, including a long-term Transit Service Agreement (TSA) and an Annual Operating Agreement (AOA). The TSA outlines the overall relationship and remains in place until significant changes occur. The current TSA was signed in 2017.

The AOA is renewed each year and covers annual operating costs, service levels, and fares.

2025-2026 BC Transit Annual Operating Agreement

The Vernon 2025-2026 BC Transit AOA (Attachment 1) covers the conventional transit service (Routes 1 to 9) and the custom transit service (handyDART, Taxi Saver, and Taxi Supplement) on behalf of the region, as follows:

- Route 1 – Cost shared with BC Transit and District of Coldstream
- Routes 2 to 9 – Cost shared with BC Transit only.
- Custom Transit – Cost shared with BC Transit, District of Coldstream, and Regional District of North Okanagan (RDNO)

Note that routes 60, 61, and 90 are included in a separate AOA held by RDNO and funded by RDNO member jurisdictions, including the City of Vernon, as per their Service Establishment Bylaws (Bylaws 1161 and 2547).

a. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

b. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☒ Livability
☐ Recreation, Parks & Natural Areas	☒ Vibrancy
☒ Environmental Leadership	☐ Not Applicable

Financial Implications:

There are no additional financial impacts beyond the approved 2025 Budget. Existing staff resources are sufficient to implement the changes.

As in previous years, any 2025 funds not spent on transit expansion can be redirected to the Transit Reserve through a Council resolution. This ensures ongoing funding for AOA changes without requiring year-over-year property tax increases for the same service.

Attachments:

Attachment 1 - 2025-2026 Annual Operating Agreement BC Transit VRT

Reviewed by: Terry Barton, Director Planning & Community Services
Reviewed by: Sue Wood, Manager, Legislative Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

ANNUAL OPERATING AGREEMENT

between

City of Vernon

and

British Columbia Transit

Effective
April 1, 2025

CONTENTS

SECTION 1: DEFINITIONS 3
SECTION 2: INCORPORATION OF SCHEDULES 3
SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT 3
SECTION 4: TERM AND RENEWAL 4
SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT 4
SECTION 6: SETTLEMENT OF DISPUTES 4
SECTION 7: MISCELLANEOUS PROVISIONS 4
SECTION 8: LOCAL CONTRIBUTIONS AND RESERVES 5
SECTION 9: GOVERNING LAW 6
SECTION 10: COUNTERPARTS 6
SECTION 11: NOTICES AND COMMUNICATIONS 7
SCHEDULE A: TARIFF AND FARES 9
APPENDIX 1: TARIFF NOTES 9
APPENDIX 2: TARIFF AND FARES 10
SCHEDULE B: SERVICE SPECIFICATIONS 11
SCHEDULE C: BUDGET 12

ANNUAL OPERATING AGREEMENT

April 1, 2025 – March 31, 2026

BETWEEN: **City of Vernon**
(the "Municipality")

AND: **British Columbia Transit**
(the "Authority")

WHEREAS the Authority is authorized to contract for transit services for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of a public passenger transportation system in the Transit Service Area;

WHEREAS the Municipality is authorized to enter into one or more agreements with the Authority for transit services in the Transit Service Area;

WHEREAS the parties hereto have entered into a Transit Service Agreement which sets out the general rights and responsibilities of the parties hereto;

WHEREAS the Municipality and the Authority are authorized to share in the costs for the provision of a Public Passenger Transportation System pursuant to the *British Columbia Transit Act*;

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Transit Service Agreement, the specific terms and conditions for the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants hereinafter contained, the parties covenant and agree with each other as follows:

SECTION 1: DEFINITIONS

Unless agreed to otherwise in the Annual Operating Agreement, the definitions set out in the Transit Service Agreement shall apply to this Annual Operating Agreement including:

a) *"Annual Operating Agreement"* shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendments negotiated and entered into by the parties subsequent hereto;

b) *"Transit Service Agreement"* shall mean the Transit Service Agreement between the parties to this Annual Operating Agreement, including any amendments made thereto;

c) *"Incurred"* means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

SECTION 2: INCORPORATION OF SCHEDULES

All schedules to this agreement are incorporated into the agreement, and form part of the agreement.

SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT

Upon execution, this Annual Operating Agreement shall be deemed integrated into the Transit Service Agreement and thereafter, the Transit Service Agreement and Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the *British Columbia Transit Act*, as amended from time to time.

SECTION 4: TERM AND RENEWAL

a) The parties agree that the effective date of this agreement is to be April 1, 2025, whether or not the agreements have been fully executed by the necessary parties. Once this agreement and the associated Transit Service Agreement are duly executed, this agreement will replace all provisions in the existing Transit Service Agreement and Master Operating Agreement with respect to the rights and obligations as between the Authority and the Municipality.

b) Upon commencement in accordance with Section 4(a) of this agreement, the term of this agreement shall be to March 31, 2026, except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Transit Service Agreement shall likewise be so terminated or not renewed, as the case may be.

c) Either party may terminate this agreement as follows:

   i. Cancellation by the Authority: In the event that the Authority decides to terminate this Agreement for any reason whatsoever, the Authority shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 10.

   ii. Cancellation by the Municipality: In the event that the Municipality decides to terminate this Transit Service Agreement for any reason whatsoever, and by extension, the Annual Operating Agreement, the Municipality shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 11.

SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

This Agreement and the parties hereto are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). Any information developed in the performance of this Agreement, or any personal information obtained, collected, or stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of FOIPPA, including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of FOIPPA.

SECTION 6: SETTLEMENT OF DISPUTES

In the event of any dispute arising between or among the parties as to their respective rights and obligations under this Agreement, or in the event of a breach of this Agreement, the parties agree to use their best efforts to find resolution through a mediated settlement. However, in the event that mediation is not successful in finding a resolution satisfactory to all parties involved, any party shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matter then in dispute, agree to submit the same to a single arbitrator in accordance with the applicable statutes of the Province of British Columbia.

SECTION 7: MISCELLANEOUS PROVISIONS

a) Amendment: This agreement may only be amended in writing as signed by the Municipality and the Authority and specifying the effective date of the amendment.

b) Assignment: This Agreement shall not be assignable without prior written consent of the parties.

c) Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

d) The parties agree that this agreement is in substantial compliance with all relevant legislative requirements to establish the rights and obligations of the parties as set out in the *British Columbia Transit Act*.

SECTION 8: LOCAL CONTRIBUTIONS AND RESERVES

British Columbia Transit service is provided using a cost-sharing model. Where any transit-related contributions are received and/or third-party revenues are earned that are in excess of expenses, the Authority is required to hold these excess funds in a reserve account for use against transit-related expenditures in future years. When unanticipated expenditures occur that were not included in the budget and cannot be covered by reserves, the Authority will seek to recover these based on the cost-sharing ratios between the Municipality and the Authority.

Eligible Operating Expenses

The Authority will invoice the Municipality and collect on monthly invoices based on incurred eligible operating expenses to provide Transit Service. Eligible operating expenses are comprised of the following costs of providing Public Passenger Transportation Systems:

a) For *Conventional Transit Service:*
   i. the operating costs for providing Conventional Transit Service excluding interest and amortization;
   ii. the amount of any operating lease costs of BC Transit for Conventional Transit Services;
   iii. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
   iv. **an amount of the annual operating costs of the authority not exceeding those costs payable under an Annual Operating Agreement.**

b) For *Custom and Paratransit Transit Service:*
   i. the operating costs for providing Custom Transit Service excluding interest and amortization, but including the amount paid by the Authority to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
   ii. the amount of any operating lease costs of the Authority for Custom Transit Service;
   iii. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and
   iv. an amount of the annual operating costs of the authority not exceeding those costs payable under an Annual Operating Agreement.

c) Eligible operating expenses exclude the costs of providing third-party 100%-funded services.

d) Annual operating costs of the Authority are operations, maintenance and administration costs that are for the shared benefit of all transit systems operated by the Authority. These costs are allocated to each transit system on a pro rata basis, based on the nature of the costs.

Lease Fees

The Authority will invoice the Municipality and collect on monthly invoices for lease fees on tangible capital assets owned by the Authority that are used in the provision of transit service. Lease fees are comprised of the following:

a) The Municipality's fee for use of the asset, including for the costs of acquisition, construction, development and betterment of the asset and the costs of installing the asset at the location and condition necessary for its intended use;

b) Debt financing and risk-related charges or costs payable on assets;

c) Payment into a reserve fund for preventative maintenance and major repair of assets owned or leased by the authority;

d) Amounts sufficient for the Authority to recover all other costs relating to the asset, including, but not limited to taxes and administrative charges.

Where lease fees are received that exceed actual asset-related expenses in any given period, these will be placed in a pooled reserve. This reserve will be used to offset against future lease fees as outlined above.

Reserve Funds

The Authority will establish the following for each transit system to record the contributions that have been received but not yet earned as follows:

a) **Local Transit Fund:** Contributions by the Municipality towards eligible operating expenses that have been received but not matched with a Provincial share contribution will be deferred in the Local Transit Fund.
   i. Any expenditure of monies from the Local Transit Fund will:
      1. only be credited towards the Municipality's share of expenses for the transit system for which it was collected.
      2. be applied to reduce Municipal invoices at the discretion of the Municipality as agreed to under the Annual Operating Agreement or amendments as required.
   ii. The Local Transit Fund may be used towards lease fees.
   iii. The Authority will provide a quarterly statement of account of the Local Transit Fund balance including contributions, amounts utilized and interest earned.

SECTION 9: GOVERNING LAW

This agreement is governed by, and shall be construed in accordance with, the laws of the Province of British Columbia, with respect to those matters within provincial jurisdiction, and in accordance with the laws of Canada with respect to those matters within the jurisdiction of the Government of Canada.

SECTION 10: COUNTERPARTS

This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or PDF copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.

SECTION 11: NOTICES AND COMMUNICATIONS

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a designated officer of the parties hereto to whom it is addressed where an electronic signed document is emailed to the parties or if mailed by prepaid registered mail to the Authority at:

British Columbia Transit
c/o Executive Assistant, Strategy, Planning and Public Affairs
PO Box 9861
520 Gorge Road East
Victoria, BC V8W 9T5

and to the Municipality at:

City of Vernon
3400 – 30th Street
Vernon, BC V1T 5E6

and, if so mailed, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of _____, 2025.

City of Vernon

_____

_____

British Columbia Transit

_____
Vice President, Strategy, Planning and Public Affairs

_____
Vice President, Finance and Chief Financial Officer

SCHEDULE A: TARIFF AND FARES

Conventional Fares:

	TYPE	FARE
Single Ride	All	$2.50
	90 UBCO/Vernon	$5.00
	Routes 60 / 61	$2.25
	Child (6 To 12)	Free
	Child (5 And Under)	Free
DayPASS	DayPASS	$6.00
10-Rides	10-Rides	$22.50
Passes	30-Day Pass – Adult	$55.00
	30-Day Pass – Concession	$40.00
	Semester Pass	$120.00

a) BC Bus Pass valid for the current calendar year and available through the Province of British Columbia BC Bus Pass Program
b) CNIB Pass available from the local office of the CNIB
c) BC Transit Employee Bus Pass
d) U-Pass from UBCO

Custom Transit Fares:

	TYPE	FARE
Registered User	All	$2.50
	Child (12 and Under)	Free
Companion	All	$2.50
	Child (12 and Under)	Free
Attendant	All	Free

SCHEDULE B: SERVICE SPECIFICATIONS

Vernon-Coldstream Conventional Transit Service:

The Local Transit Service Area for the Vernon Conventional transit service shall be the corporate boundaries of the City of Vernon and the Corporation of the District of Coldstream.

The Annual Service Level for Vernon Conventional transit service shall be **36,000** Revenue Service Hours

The Exception Days recognized annually for the Vernon Conventional transit service are:

HOLIDAY	***2025/26 Dates***	
Good Friday	Friday, April 18 2025	Sunday
Easter Monday	Monday, April 21 2025	Sunday
Victoria Day	Monday, May 19 2025	Sunday
Canada Day	Tuesday, July 1 2025	Sunday
B.C. Day	Monday, August 4 2025	Sunday
Labour Day	Monday, September 1 2025	Regular
Day for Truth and Reconciliation	Tuesday, September 30 2025	Sunday
Thanksgiving Day	Monday, October 13 2025	Sunday
Remembrance Day	Tuesday, November 11 2025	Sunday
Christmas Day	Thursday, December 25 2025	Sunday
Boxing Day	Friday, December 26 2025	Regular
New Year's Eve	Wednesday, December 31 2025	Sunday
New Year's Day	Thursday, January 1 2026	Sunday
Family Day	Monday, February 16 2026	Sunday

Vernon Custom Transit Service:

Effective April 1, 2018

The Local Transit Service Area for the Vernon Custom transit service shall be defined as the areas within a 1.5 kilometre envelope either side of the conventional and para transit services within the corporate boundaries of the City of Vernon and the District of Coldstream; as well as the Electoral Areas "B" and "C" of the Regional District of North Okanagan. Eligible registered clients outside the service area, as of April 1, 2018, will be grandfathered into the service area.

The Annual Service Level for Vernon Custom transit service shall be **13,360** Revenue Service Hours

The Exception Days recognized annually for the Vernon Custom transit service are:

HOLIDAY	***2025/26 Dates***	
Good Friday	Friday, April 18 2025	No Service
Easter Monday	Monday, April 21 2025	No Service
Victoria Day	Monday, May 19 2025	No Service
Canada Day	Tuesday, July 1 2025	No Service
B.C. Day	Monday, August 4 2025	No Service
Labour Day	Monday, September 1 2025	No Service
Day for Truth and Reconciliation	Tuesday, September 30 2025	Regular
Thanksgiving Day	Monday, October 13 2025	No Service
Remembrance Day	Tuesday, November 11 2025	No Service
Christmas Day	Thursday, December 25 2025	No Service
Boxing Day	Friday, December 26 2025	No Service
New Year’s Eve	Wednesday, December 31 2025	Regular
New Year’s Day	Thursday, January 1 2026	No Service
Family Day	Monday, February 16 2026	No Service

SCHEDULE C: BUDGET

VERNON/COLDSTREAM CONVENTIONAL

	OFFICIAL AOA 2025/26		CITY OF VERNON	DISTRICT OF COLDSTREAM
TOTAL REVENUE	$1,005,164		$954,241	$50,923
TOTAL OPERATING COSTS	$5,350,810		$5,079,729	$271,082
TOTAL COSTS	$5,943,708		$5,642,589	$301,119
NET MUNICIPAL SHARE OF COSTS	$2,239,573		$2,120,331	$119,242

REVENUE SHARE	94.93%	5.07%
COST SHARE	94.93%	5.07%

VERNON CUSTOM

	OFFICIAL AOA 2025/26
TOTAL REVENUE	78,965
TOTAL OPERATING COSTS	1,636,627
TOTAL COSTS (including Local Government Share of Lease Fees)	1,794,036
NET LOCAL GOVERNMENT SHARE OF COSTS	**531,910**

Report to Council

To: **Mayor and Council** File No: 3087-20 (HGS00010)

Date: July 14, 2025

From: Michelle Austin, Senior Planner

Subject: Heritage Restoration Grant for 3005 26th Street

Purpose:

To present a heritage restoration grant application for 3005 26th Street and request Council's decision on whether to approve the grant.

Recommendation:

THAT Council approve a $5,000.00 Heritage Restoration Grant (HGS00010) under the Heritage Restoration Grant Program for repairs to the front porch foundation of the house at 3005 26th Street.

Background:

1) Rationale:

   a) The City has received a Heritage Restoration Grant (HRG) application for 3005 26th Street (Figures 1 and 2). The owners plan to make repairs to the front porch foundation of the house (Attachments 1 and 2).

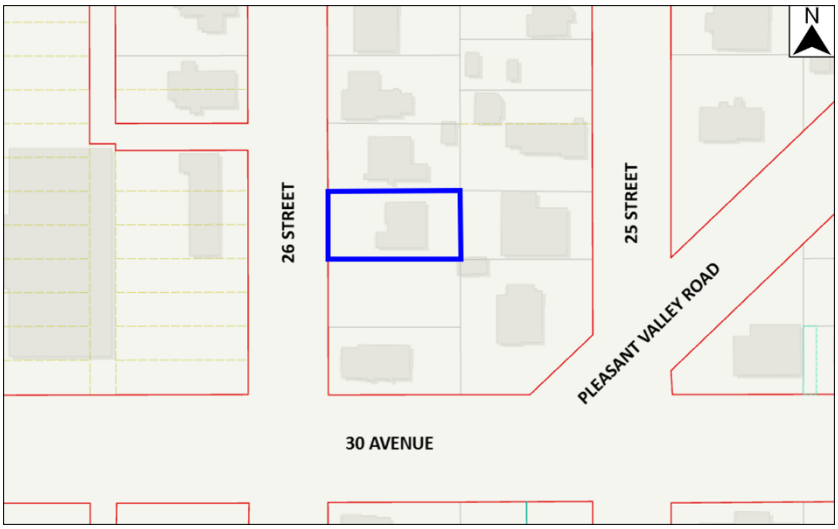


Figure 1: Location

   b) The HRG Program supports the maintenance and restoration of heritage buildings by offering financial assistance. It acknowledges the value of heritage buildings and the additional costs of ownership. The program provides up to 50% of the cost of eligible exterior,

foundation, and roof work for properties listed on the Vernon Heritage Register. Program details, including eligibility and criteria, are included in Attachment 3.

Figure 2: Aerial

c) The application meets the program's general guidelines and grant criteria. All required documentation has been provided, including photos (Attachment 1), a foundation assessment (Attachment 2), and three quotes. This is the first application submitted by the current owner.

d) Council approval is required before any work can begin. The proposed repairs would be completed by a local contractor. Once the work is finished, the owners must request final payment from Administration. This request must include all receipts, a signed declaration of project completion, and any applicable contractor warranties, as required by the grant program. If approved, the work must begin within six months and be completed within one year of the start date.

e) The owners have identified Back To Square Foundation Repair Inc. as their preferred contractor and wish to proceed with the foundation repair option quoted at $14,175.00. As all submitted quotes exceed $10,000.00, the $5,000.00 grant would remain below 50% of the total cost regardless of which contractor is selected.

f) Administration supports the grant application, as it meets the HRG Program guidelines, the eligibility criteria for heritage buildings, and the criteria for allocating grants.

2) Relevant Policy/Bylaw/Resolutions/Legislative Authority:

a) Official Community Plan Bylaw, Sec. 19.4.c.:

Continue to provide annual funding for the Heritage Restoration Grant program for which property owners listed on the Heritage Register are eligible to apply.

b) Vernon Heritage Register:

Property Address	Site Identifying Name	Built	Other Information
3005 26th St	R.B. Bell House	1895	Two-storey, hip roofed, and asymmetric gable. Original siding possibly covered by existing stucco. R.B. Bell's own house, simpler than many he designed and built for others.

3) Council's Strategic Plan Alignment:

☐ Governance & Organizational Excellence
☐ Recreation, Parks & Natural Areas
☐ Environmental Leadership
☐ Livability
☒ Vibrancy
☐ Not Applicable

4) Committee Recommendations:

N/A

Financial Implications:

The grant would be funded from the Heritage Resources reserve account that provides funds for the Heritage Restoration Grant Program, Heritage Retention Incentive Grant Program, Heritage Plaque Program and associated advertising. As of June 17, 2025, there was a balance of $22,436.00 available in the account.

Alternatives & Implications:

N/A

Communication:

N/A

Attachments:

Attachment 1 – Photos
Attachment 2 – Foundation Assessment
Attachment 3 – HRG Program Guidelines

Reviewed by: Lydia Korolchuk, Manager, Current Planning
Reviewed by: Roy Nuriel, General Manager, City Planning
Reviewed by: Terry Barton, Director, Planning & Community Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

Photo 1 – Front of house

Photo 2 – Southwest corner of front porch

Photo 3 – Front porch foundation crack

ARMOURCLAD CONCRETE INC.

Foundation Report:

3005 26th Street
Vernon, BC
V1T 4T9

250-869-2274
hello@armourclad.ca
545 Taylor Road, Kelowna, BC
www.armourclad.ca

Report prepared for: [redacted]
Report prepared by: Jordan Theoret - Project Manager
Date of inspection: February 17th, 2025

Purpose of report: Assessment of foundation
Scope of assessment: Assessment of foundation and drywall cracks

Disclaimer:
This report is provided solely for informational and assessment purposes based on the observations and data available at the time of inspection. Armourclad Concrete Inc. does not assume any responsibility for legal, regulatory, or compliance matters that may arise in connection with this report. The findings and recommendations presented herein should not be interpreted as a guarantee of structural integrity or future performance. It is the responsibility of the property owner or relevant parties to consult with legal, engineering, or regulatory professionals as needed for compliance with applicable building codes, municipal regulations, or other legal requirements.

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545 Taylor Road, Kelowna, BC
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Foundation Type and Construction:

The existing foundation appears to be a poured concrete structure with a footing extending below the frost line, which suggests that the primary foundation of the house remains stable. However, the movement of the porch has likely contributed to visible cracking in adjacent areas and could continue to cause further structural concerns if left unaddressed.

Crack Mapping:

Exterior Cracks:

1.a

Classification of the Crack:

Type: Diagonal settlement crack
Location: Stucco exterior near the window and foundation
Cause: Differential movement between the main house and the sinking porch foundation
Signs of Structural Stress: The crack originates near the window frame, which is a common stress point in foundation movement cases.

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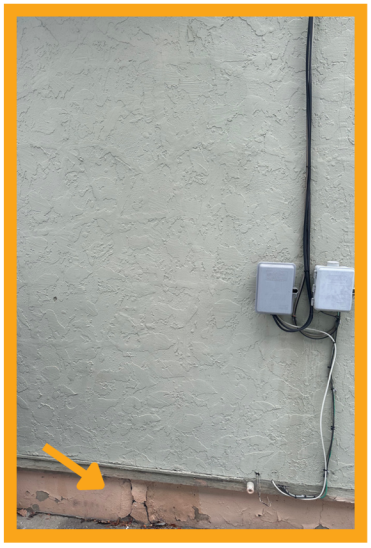

1.b

Classification of the Crack:

Type: Severe settlement crack / separation
Location: Base of the porch foundation, near the junction with the main structure
Cause: The porch foundation is sinking, causing detachment from the main structure
Severity: Significant – Visible separation, material loss, and crumbling

1.c

Same crack pictured in 1. b after material has been removed.

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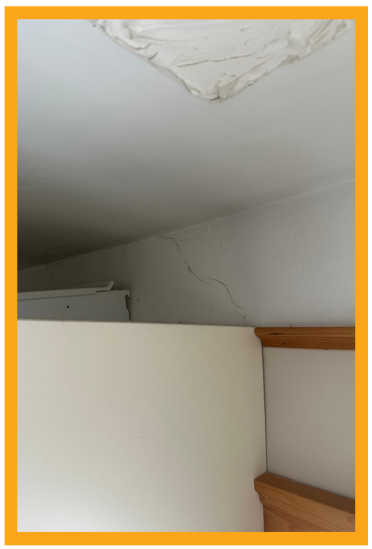
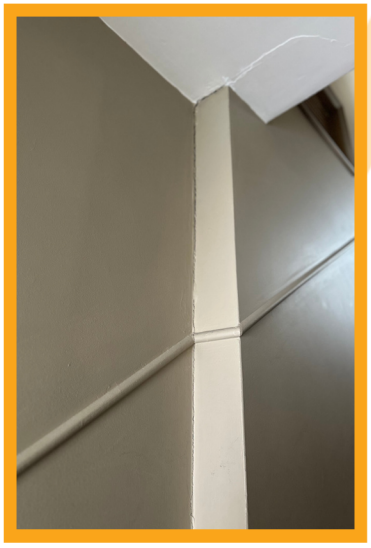
Interior Cracks:





The observed drywall cracks inside the home are consistent with the ongoing settlement of the porch foundation. As the porch sinks and shifts, it places differential stress on the main structure, leading to cracking in the interior finishes, particularly near windows, doors, and wall intersections.

Given the correlation between exterior foundation cracks and interior drywall damage, this further supports the porch as the primary source of settlement-related stress. If left unaddressed, continued movement may lead to progressive interior damage and further structural strain on the adjoining areas of the home.

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Structural Assessment and Conclusion:

The cracking observed throughout the home appears to be indicative of differential settlement in the front porch area, causing stress on the structure of the house. The lack of foundation cracks in the main house foundation and the presence of a large crack at the transition point between the house and the porch foundation further suggest that the porch has been shifting and sinking independently from the main structure.

The existing foundation appears to be a poured concrete structure with a footing extending below the frost line, which suggests that the primary foundation of the house remains stable. However, the movement of the porch has likely contributed to visible cracking in adjacent areas and could continue to cause further structural concerns if left unaddressed.

Recommended Repair Solution:

To mitigate further movement and stabilize the affected area, we recommend injecting polyurethane beneath the existing porch foundation. This method will solidify and densify the bearing soils, increasing their load-bearing capacity and reducing settlement risks.

The process involves:

- Drilling small access points along the foundation perimeter
- Inserting injection rods beneath the foundation depth
- Injecting a high-density geotechnical polyurethane that expands to fill voids and improve soil stability
- Monitoring for uniform lift and stabilization

This approach is the least disruptive and most effective solution for a heritage building, as it minimizes excavation, structural damage, and downtime while reinforcing the foundation.

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We also recommend cleaning and unclogging the perimeter drainage system to ensure proper water management and prevent soil erosion that could contribute to further instability. Poor drainage can accelerate foundation movement, so addressing this issue will help protect the home's structural integrity long-term.

Conclusion:

The drywall cracks and foundation crack is a clear indicator of ongoing foundation movement. Timely intervention is necessary to prevent worsening structural damage. The recommended approach remains soil stabilization using polyurethane injection, drainage improvements, and crack repair post-stabilization.

With these repair measures in place, the porch foundation will be reinforced, reducing further settlement and mitigating the risk of additional structural damage. Should movement continue after stabilization, further assessments may be required to determine if additional structural reinforcement is needed.

End of document.

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Heritage Restoration Grant Program Guidelines

Community Development Department
3001 32 Avenue, Vernon BC V1T 2L8
PHONE: (250) 550-3634 FAX: (250) 545-5309
www.vernon.ca

For clarification purposes, please contact City planning staff

1. Philosophy for Rehabilitation and Restoration of Heritage Buildings and Landscape Features in Vernon

These guidelines are to assist in making improvements to the exterior of eligible residential, commercial, industrial, institutional and agricultural heritage buildings, and are not to be interpreted as bylaw requirements.

Guidelines for building rehabilitation and restoration have two objectives:

1. Ensuring the long-term stability of the building, in terms of its economic viability, structural improvements and compliance with building codes, when applicable; and

2. Restoration and retention of the architectural features which caused the building to be originally approved for financial grant assistance.

Restoration of heritage buildings is sometimes being undertaken with limited archival information available either to design consultants or City staff. Because of this, significant design components of many heritage buildings are often removed or altered inadvertently. Architectural research should, therefore, be an integral part of any proposal to restore or repair a heritage building.

2. Intent of the Heritage Restoration Grant Program

The intent of the City of Vernon Heritage Restoration Grant Program is to promote the preservation of buildings which are listed in the Vernon Heritage Register, by assisting owners with grants for a portion of the expenses incurred in restoration work. This grant program is limited to exteriors, foundations and roof structures of eligible buildings.

3. General Guidelines:

The following guidelines provide a general philosophical basis for dealing with a heritage building:

1. The original distinguishing qualities or character of a building or structure should not be destroyed. Removal or alteration of any historic material or distinctive architectural features must be avoided.

2. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building should be treated with sensitivity.

3. Reconstruction of all or part of a building shall be undertaken only when such work is essential to reproduce a significant missing feature and when a contemporary design

solution is not acceptable. Reconstruction should include measures to preserve any remaining original fabric, and should be done in such a way that the essential form and integrity of the original surviving features are unimpaired.

4. Building changes should be reversible, if technically possible.

5. Deteriorated architectural features should be repaired rather than replaced. If replacement is necessary, it should be based on accurate duplications of features, substantiated by historical, physical or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings.

6. Substitute roofing materials which are similar to the original material in texture and colour must be property flashed in the valleys.

7. All buildings, structures and sites are recognized as products of their history. Changes which may have taken place in the course of time are evidence of the history and development of a building. These changes may have acquired significant in their own right, and it may be appropriate to respect this significance.

8. Alterations which may have no historical basis are unacceptable.

9. Surface cleaning should be undertaken with the gentles means possible. Sandblasting and other damaging processes may not be used.

10. Adjoining archaeological or historic properties must be protected.

11. The preparation of a "Restoration Plan" may be useful for extensive work involving several phases over many months or several years. The Restoration Plan is an overview of all proposed work, together with the expected date of commencement.

12. Retail paint stores may be able to provide applicants with a "heritage colour scheme chart" often supplied by paint manufacturers. Applicants are advised to utilize only premium grade paints, as the quality is superior and the cost of labour is no greater.

4. Eligible Heritage Buildings

Residential, commercial, institutional, industrial and agricultural properties are eligible to apply for a heritage restoration grant if:

1. the building is listed in the Vernon Heritage Register;
2. taxes are fully paid; and
3. the building is covered by current comprehensive insurance.

If a property owner believes a building merits consideration for a heritage restoration grant and the property is not currently listed in the Vernon Heritage Register, the owner may request City Council to have the building evaluated. If City Council determines, by resolution, to include the building in the Vernon Heritage Register, it would then be eligible for consideration of a heritage restoration grant by. City Council is under no obligation to approve a restoration grant for any building included in the Vernon Heritage Register. Each application for a grant shall be assessed on its own merits.

Priority would be given to those buildings, structures and portions thereof which are readily visible to the general public from a public road fronting or flanking the building.

Grants would not be approved for work undertaken prior to grant approval by City Council.

5. Grants

Grants would not exceed 50% of the cost of works done on an identified heritage building situated on property listed in the Vernon Heritage Register.

An owner of a property on the Vernon Heritage Register may apply for a heritage restoration grant, for a maximum of $5,000; and, notwithstanding the amount of the first grant awarded, the heritage property may be awarded a second grant which is not to exceed $3,000 and is not to be awarded within 5 years of the first grant being received by the property owner.

6. Criteria for Allocating Grants

Except for special circumstances, original materials are to be used. Sympathetic adaptation of modern materials, such as sealed windows units set into wooden frames or roofing materials, which are similar to original materials in texture and colour will be considered on a case-by-case basis.

The order of priority for grant funding is as follows:

1. Exterior Restoration - return to original condition and appearance by repairing rather than replacing the original architectural feature.

2. Exterior and Structural Repairs - examples of exterior and structural repairs include the repair or replacement of foundations, stairs, chimneys, flashings, gutters, roofing, windows and siding with building materials similar to the original building materials.

3. Exterior Painting - subject to the limitations of Section 3, exterior painting grants which are not part of an exterior restoration, exterior repair or structural repair will not exceed 25% of the cost of the exterior painting work. Exterior painting grants

which are part of an exterior restoration, exterior repair or structural repair grant will not exceed 50% of the cost of the exterior painting work done.

7. Documentation Required for Grant Applications

To facilitate City Council's review of an application, all information submitted must be clear and neatly organized. The following is a list of information to be considered for submission with the application:

1. Foundation plan, floor plans, elevations and details as may be necessary in order to explain and identify existing conditions and the proposed work.

2. Any proposed works involving exterior painting, whether or not part of the grant application, shall include colour schemes with paint colour samples.

3. If re-roofing is proposed, either as part of the grant application or not, information on the proposed colour and roofing material is required.
4. Three (3) written estimates of the cost of the work are required. Estimates should be fully detailed as to both labour and materials for all aspects of the work to be performed. For example, if five windows require new sills and ten linear feet of wall require a new foundation, these quantities should be identified.

5. If the work is to be done by the owner, a minimum of two (2) written estimates of the cost of materials (as noted in (d) above) is required in order to reasonably estimate the value of the work.

6. New roofing shall bear a minimum warranty of one (1) year for labour and materials and must be installed by experienced, fully qualified roofers.

7. If performed by a contractor, general renovation work, labour and materials must be guaranteed for a minimum of one (1) year.

8. All guarantees must be in writing and are to accompany the request for final payment.

9. Prior to commencement of works, photographs of all building elevations must be submitted, including detailed photographs of specific areas where restoration, renovations or repairs are to occur.

10. Historical photographs of the subject building are encouraged to be submitted.

11. A written statement explaining the rationale for the proposed restoration/repair plan is encouraged to be submitted.

8. Administration Process

1. Once an application has been received, it would be screened for eligibility.

2. If the total value of applications exceeds funds available, the applications would be prioritized by City Council.

3. Once an application is approved by City Council, the applicant would be advised in writing of same.

4. Applicants who are denied approval of the grant would be advised in writing.

5. When an application is approved, municipal permits shall be applied for as required (i.e. Building Permit, Heritage Alteration Permit, etc.).

6. The successful applicant must commence work within six (6) months of the date of grant approval, and would have one (1) year in which to complete the work once the work has commenced. Upon written request, the time limit for completion of the work may be extended.

7. After the restoration work has been completed, the applicant shall submit the following documentation to the Community Development Department:

    1. Copies of all invoice receipts showing "paid in full". Costs of plans and related expenses may be included. Invoice receipts should be affixed to letter size paper and clearly numbered.

        1a. The amount of the grant awarded to the property owner, shall not exceed 25% of the cost of the exterior painting work, as described in 4. (c.), Criteria for Allocating Grants, based on the final statement of "paid in full". Should there be a discrepancy between the quote and final paid bill, the amount granted would be based on the final paid bill, up to the amount originally granted to the applicant.

        1b. The amount of the grant awarded to the property owner as per part 4. Criteria for Allocation of Grants. 4.(c) are as mentioned in (i.a) up to the 50% of exterior painting work as part of the restoration, based on final "paid in full" statement.

    2. A summary sheet listing all expenses and numbered to correspond with each invoice receipt shall be provided.

    3. A signed Statutory Declaration of Project Completion form.

4. A copy of written warranties of all applicable work.

5. Photographs depicting the building prior to and after completion of the restoration work.

8. **Sale of Heritage Building Property**

In the event that a property previously approved for a restoration grant is sold prior to completion of the work, the City of Vernon reserves the right to rescind any or all funding until a new heritage restoration grant application by the new property owner has been received and approved.

9. **Demolition or Alteration of Building**

In the event that an improvement building for which a heritage restoration grant has been received by the property owner is demolished or altered such that the heritage significance of the building is destroyed within a five-year period following completion of the improvements, the total amount of the grant shall be repaid to the City of Vernon.

Report to Council

To:	**Mayor and Council**	File No: 0540-20
Date:	July 14, 2025	
From:	Cathy Isles, Deputy Corporate Officer	
Subject:	Economic Development Advisory Committee – Accelerate Okanagan Appointment	

Purpose: To update the appointment from Accelerate Okanagan, for their representative to the Economic Development Advisory Committee, for Council's consideration.

Recommendation:

THAT Council appoint Brea Lake to the Economic Development Advisory Committee, as the Accelerate Okanagan Representative for the term ending December 31, 2025.

Background:

a. Rationale:

1. The Economic Development Advisory Committee (EDAC) is comprised of up to 11 voting members from a variety of organizations, including Accelerate Okanagan (see Attachment 1 - Terms of Reference). Members are appointed for a two-year term and the current term expires December 31, 2025.

2. On June 17, 2025, Administration received an email from Jessica Wicks, the current representative for Accelerate Okanagan, advising that she would be leaving her role as of June 30, 2025, and a new representative would be appointed.

3. On July 2, 2025, Administration received an email from Brea Lake, CEO with Accelerate Okanagan, confirming that she would be the representative on the EDAC for the remainder of the current term.

4. Section 1.2.3 of the Council Committee Structure Policy (Attachment 2) states that 'Committee members must be City of Vernon residents except as provided in a statutory committee enabling statute, establishment bylaw or identified in the Terms of Reference set out by Council'. The Terms of Reference provides for this appointment of a non-City of Vernon resident.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

1. Economic Development Advisory Committee Terms of Reference
2. Council Committee Structure Policy

c. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☐ Livability
☐ Recreation, Parks & Natural Areas	☐ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:
n/a

Financial Implications:

n/a

Alternatives & Implications:

Should Council choose not to appoint this member, the EDAC terms of reference will be brought forward for potential revisions and direction from Council.

Communication:

Advise Accelerate Okanagan and current EDAC members of Council's decision.

Attachments:

Attachment 1 – Terms of Reference
Attachment 2 – Council Committee Structure Policy

Reviewed by: John Perrott, Manager, Economic Development and Partnerships
Reviewed by: Sue Wood, Manager, Legislative Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

THE CORPORATION OF THE CITY OF VERNON

TERMS OF REFERENCE

Committee Name: Economic Development Advisory Committee **Type:** Select

Approvals/Reviews/Amendments

POLICY/AMENDMENT APPROVED BY:	DATE OF COUNCIL MEETING:	SECTION AMENDED
"Wayne Lippert" Mayor	June 22, 2009	ORIGINAL POLICY
"Wayne Lippert" Mayor	August 10, 2009	Aug 10, 2009 – added 3.6 – members can reside or work in Vernon
"Wayne Lippert" Mayor	March 14, 2011	Add: Sec. 3.7 – All members shall have two year terms Amend: Sec. 6.1 – EDAC will meet every three months
"Rob Sawatzky" Mayor	May 26, 2014	Amended TOR to reflect over-arching Council Committee Policy
"Akbal Mund" Mayor	January 22, 2018	Revise mandate and Committee composition

1.0 Committee Mandate

The mandate of the Economic Development Advisory Committee (EDAC) is to provide recommendations to Council on policies and strategic initiatives that will further enhance Vernon as an ideal business and investment location. EDAC meeting agendas will primarily consist of delegations from the business community and provide members an opportunity to gain a better understanding of the challenges and opportunities in various sectors of Vernon's economy.

2.0 Purpose

2.1 Advise the Council on strategic initiatives and opportunities related to the economic vitality of the City.

2.2 Provide an opportunity for industry to provide information through delegations.

2.3 Provide recommendations on specific economic development initiatives, projects and work plans.

2.4 Advise the Council on policies and bylaws related to doing business within the municipality.

3.0 Membership

3.1 The EDAC membership will include a staff representative from the following organizations:

a) Mayor, or designate; (Chairperson)
b) Council Representative, or alternate;
c) Accelerate Okanagan;
d) Community Futures North Okanagan;
e) Downtown Vernon Association;
f) Greater Vernon Chamber of Commerce;
g) Okanagan College;
h) North Okanagan Regional District – Community Services
i) Province of B.C. – Regional Economic Operations Branch
j) Social Planning Council
k) University of British Columbia - Okanagan

3.2 Non-voting members that will attend EDAC meetings, to provide advice, information or other services, include the:

a) Director, Community Infrastructure and Development
b) Manager, Economic Development and Tourism; and
c) Additional staff, as required.

4.0 Meetings

4.1 The EDAC will meet every three months, though special meetings over and above the meetings may be called by the chair.
4.2 EDAC meetings will be chaired by the Mayor or his or her designate.

5.0 Delegations

5.1 Delegations to EDAC from industry groups, association and businesses are encouraged. Delegations will be coordinate by the staff liaison.

THE CORPORATION OF THE CITY OF VERNON
3400 — 30th Street, Vernon, B.C. V1T 5E6
Telephone: (250) 545-1361 FAX: (250) 545-4048
website: www.vernon.ca

Corporate Policy

Section:	Corporate Services	
Sub-Section:	Administration	
Title:	Council - Committee Structure	

RELATED POLICIES

Number	Title

APPROVALS

POLICY APPROVED BY:	AMENDMENT APPROVAL:	SECTION AMENDED
Approved by: *"Juliette Cunningham"* Acting Mayor Date: February 26, 2007		ORIGINAL POLICY
	Amendment Approved by: *Buffy Baumbrough"* Acting Mayor Date: June 9, 2008	1.4.3: Added Terms of Reference maximum of two terms.
	Amendment Approved by: *"Wayne Lippert"* Mayor Date: January 26, 2009	Appendix A: Added to rules of decorum and attendance at Council meetings.

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	Amendment Approved by: ***"Wayne Lipped"*** **Mayor** **Date: September 14, 2009** **Amendment Approved by:** ***Wayne Lippert"*** **Mayor** **Date: October 13, 2009**	**1.3.2: Added requirements for Staff Liaison to receive applications and bring forward with a memo to Council.** **11.1: Revised conflict of interest instructions for committee members.**
	Amendment Approved by: ***"Wayne Lippert"*** **Mayor** **Date: May 10, 2010**	**1.2.4: Organizations requested to provide representation shall be different on each committee.**
	Amendment Approved by: ***"Wayne Lippert"*** **Mayor** **Date: July 26, 2010**	**12.9: Amended Working Group (Sub Committee) functions and policies.** **1.2.4: Organizations requested to provide representation to multiple committees shall strive to appoint different members.**
	Amendment Approved by: ***"Wayne Lipped"*** **Mayor** **Date: December 13, 2010** **Amendment Approved by:** ***"Wayne Lipped"*** **Mayor** **Date: June 13, 2011**	**1.2.5 *(a):* If an appointed member of an organization is unable to attend a committee meeting, an alternate may vote on behalf of the organization.** **9.3: Added Committees will NOT accept delegations at committee meetings. Applicants will apply through City staff.**
	Amendment Approved by: ***"Bob Spiers"*** **Acting Mayor** **Date: July 11, 2011**	**ADD to Section 9.0 Rules of Procedures, subsection 9.3** **This will not apply to the Finance Committee, Audit Committee or any other Committees wherein all**

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		members are strictly Members of Council.
	Amendment Approved by: *"Rob Sawatzky"* **Mayor** **Date: February 24, 2014**	**Various amendments to streamline Committee administration and provide a sound and consistent basis for a proposed restructure of many of the Council Committees.**
	Amendment Approved by: *"Akbal Mund"* **Mayor** **Date: November 23, 2015**	**2.0 added wording "or the Mayor"** **2.6 added a paragraph and moved original 2.6 to make a 2.7**
	Amendment Approved by: *"Akbal Mund"* **Mayor** **Date: May 9, 2016**	**1.10 Amended Resignation of Member** **Any member of a Committee wishing to resign has to provide in writing to Mayor and Council and submit same to Staff Liaison. Upon acceptance of the resignation by Council, Staff Liaison will advise the Committee members via a memo presented at next Committee meeting**
	Anne ment pr ed b *"Victor Cumming"* **Mayor** **Date: October 13, 2020**	**3.2. Made Committee Clerk plural** **3.2.2 Removed the word all** **3.2.4 Changed to provide Corporate Officer schedule of meetings to post** **3.3 Changed wording for task approval from Clerk's direct Supervisor**

POLICY

The Mayor and/or the Council of the City of Vernon establish committees and appoint(s) Council and/or citizen members to the committees to:

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- provide information and well considered advice to Council, through Administration on issues of concern to the public and the City, as requested by Council.

DEFINITIONS

"Standing Committee" are advisory bodies to Council pursuant to Section 141 of the *Community Charter* as follows:

Standing Committees of Council

141 ***(1)*** *The mayor must establish standing committees for matters the Mayor considers would be better dealt with by Committee and must appoint persons to those committees.*

(2) At least half of the members of a standing committee must be council members.

(3) Subject to subsection (2), persons who are not council members may be appointed to a standing committee.

"Select Committee" are advisory bodies established by Council pursuant to Section 142 of the *Community Charter* as follows:

Select Committees of Council

142 ***(1)*** *A council may establish and appoint a select committee to consider or inquire into any matter and to report its findings and opinion to the Council.*

(2) At least one member of a select Committee must be a Council member.

(3) Subject to subsection (2), persons who are not council members may be appointed to a select committee.

"Statutory Committee" means boards, commissions, or committees established pursuant to a specific enabling statute including a Library Board established pursuant to the *Library Act,* a Police Board established pursuant to the *Police Act,* a commission including a Parks Commission, and Recreation Commission, etc., established pursuant to the *Local Government Act or Community Charter,* a Family Court Committee established pursuant to the *Provincial Court Act* and any other body established pursuant to enabling legislation which serves in an arms-length capacity on behalf of or in cooperation with the municipality.

"Staff Liaison" is the staff member assigned by the Chief Administrative Officer to assist a committee in a non-voting advisory and resource capacity.

"Committee Clerk" is the staff member who acts as the recording secretary for the Committee's and prepares the Agendas, Minutes and Correspondence resulting from decisions and recommendations from the Committee's.

PROCEDURE

1.0 Membership

1.1 Diversity

Membership of committees will be diverse, and broadly reflective of the community. The Terms of Reference for each Committee may identify specific desired experience, knowledge/education, expertise and geographic location in the community.

1.2 Appointments

1.2.1 Appointments to Committee's will be advertised in the local newspaper so that all Citizens who are interested in serving on a Committee will be given an opportunity to apply.

1.2.2 Unless there are extenuating circumstances, as determined by the Corporate Officer, advertisements will be done on an annual basis, using one advertisement for all vacancies.

1.2.3 Committee members must be City of Vernon residents except as provided in a statutory committee enabling statute, establishment bylaw **OR** identified in the Terms of Reference set out by Council.

1.2.4 Appointments for all Committees will be made in January of each year, for a TWO YEAR term, unless the Terms of Reference indicates otherwise.

1.2.5 Organizations requested to provide representation, shall be advised that if there are various committees the organization is represented on, that the organizations shall strive to appoint different representatives to committees, in order to provide a broader range or representation. In the event that the organization cannot secure other members of their organization, to serve on a Committee, Council may consider appointing the same representative to multiple Committees.

1.2.6 In the event a Council appointed member of an organization within the Committees Terms of Reference, (i.e. Chamber of Commerce, DVA, etc.), is unable to attend a committee meeting, the organization may appoint an alternate to attend the meeting and vote on behalf of the organization. Council approval is not required for appointment of an alternate.

1.2.7 Committee membership shall be nine (9) appointed voting members, unless otherwise stated in the Terms of Reference of

individual Committees.

1.2.8 Committee members shall serve without pay at the pleasure of Council, unless otherwise provided in the enabling statute, establishment bylaw or Council resolution.

1.2.9 All appointed Committee members will be required to sign an "Oath of Confidentiality" as attached to this policy as Schedule "A"

1.3 Applications for Membership

1.3.1 Applicants are required to submit a "Volunteer Application Form", attached to this policy as Schedule "B".

1.3.2 All applications for membership on committees shall be kept in confidence when submitted to the City and considered at an In-Camera meeting of Council pursuant to Section 90 (a) of the *Community Charter.* The Staff Liaison to the Committee will receive the applications, and bring them forward to Council with a covering memo in order to provide additional information.

1.3.3 Existing members of Committees, whose terms have expired and who wish to be reappointed to a Committee, may submit a letter to Council.

1.3.4 Council will consider the following factors:

- **Length of time an individual has served on the Committee**
- **Number of new applications received**
- **Mix of experience desired on the Committee**
- **Committee stability and membership continuity**
- **Input, as requested, from the *Staff Liaison* to the Committee on the contribution and attendance of the individual seeking reappointment.**

1.4 Terms of Appointment for *Standing and Select Committees*

1.4.1 The term of appointment is two (2) calendar years unless otherwise provided for in the "Terms of Reference" for that committee.

1.4.2 An individual can serve for up to two (2) consecutive terms on any one committee unless otherwise provided for in the "Terms of Reference" for that committee, or, as otherwise directed by Council.

1.4.3 Where possible, all members remain in office until their respective successors are appointed.

1.4.4 In circumstances where a Committee Member resigns within six (6) months of the end of their term, the Chair may choose to leave the seat vacant.

1.5 Terms of Appointment of *Short Term Select Committees*

The term of appointment of members to *short term select committees* is concurrent with the time frame provided to the *short term select committee* to complete its work; after which the members' terms expire unless extended by Council resolution.

1.6 Terms of Appointment of *Statutory Committees*

The term and conditions of appointment of members to *statutory committees* is as provided in the enabling statute or establishment bylaw.

1.7 Committee Vacancy Replacement Term

In the event of a vacancy, the person appointed to fill the vacancy shall hold office for the remainder of the term of the vacated office.

1.8 Attendance of Members at Meetings

Unless otherwise provided in the enabling statute or establishment bylaw, any Member who is absent from two (2) consecutive regular meetings without leave of absence from the Committee Chair or without reason satisfactory to the Committee shall forthwith cease to be a member of the Committee and the appointing authority shall be advised by the Committee. Committee Members are permitted to attend the meeting by *'electronic means'* as authorized and directed under section 128 of the Community Charter.

1.9 Removal of Member from Committee

Council may remove or request the resignation at the request of the committee or on its own initiative any of its committee appointees for malfeasance in office, or any other good and sufficient cause.

1.10 Resignation of Member

Any member of a Committee wishing to resign from the Committee is requested to provide the resignation in writing to Mayor and Council and submit same through the Staff Liaison. Upon acceptance of the resignation by Council, the Staff Liaison shall advise the Committee Members of the resignation through a memorandum presented at the next Committee meeting.

2.0 Council Liaison/Council Membership

2.1 Council or the Mayor will appoint members of Council as representatives to each select *committee and each standing committee.*

2.2 The Chair and alternate Chair will be appointed annually by the Committee at the first meeting of the calendar year.

2.3 Any person not appointed to a committee may attend the committee meetings as an observer, but is not entitled to vote. Permission to speak at the meeting may be granted, on request, by the Committee Chair.

2.4 Council representatives serve for a one year term

2.5 The role of Council representatives on committees is:

2.5.1 to be a voting member of the Committee to which they are assigned; unless otherwise noted in the Terms of Reference, and

2.5.2 to serve as a communication channel to Council.

2.6 At the request of the appointed Council representative, or the Alternate Council representative, any Member of Council can be an ex officio voting member of a *standing* or *select* committee (unless otherwise noted in the Terms of Reference), should the assigned Council representative or the Alternate Member not be available to attend a Committee meeting, and the ex officio voting Member is counted in determining if a quorum is present.

2.7 The Mayor is an ex-officio member of every *standing* and *select committee* and as such has the same rights as other Committee members, but is not obligated to attend meetings and is not counted in determining if a quorum is present. However, in situations wherein a quorum is not met, the Mayor may attend as a voting member.

3.0 Staff Support

3.1 A *Staff Liaison* may be appointed to each *standing committee* or *select committee* by the Chief Administrative Officer at the request of Council. The *Staff Liaison* is not a member of the committee and therefore is not entitled to vote. The role of the *Staff Liaison* includes:

3.1.1 Providing information and professional advice;

3.1.2 supporting the Chair in developing agendas, arranging meetings, and promoting effective committee functioning;

3.1.3 Writing covering memorandums to Council, which will include background information attached, as required, for all Committee recommendations;

3.1.4 Providing an annual orientation to the work of the Committee, the structure of the City, and Council's annual goal setting and budgeting processes; and

3.1.5 Performing other projects or tasks related to the function of the Committee only with the approval of the Direct Supervisor.

3.2 The *Committee Clerks* will provide support to each Committee as follows:

3.2.1 Preparing and circulating the Committee's agenda at the direction of the *Staff Liaison* as prescribed in Section 7.0 — Agendas.

3.2.2 Attending Committee meetings to record the minutes as outlined in Section 8.0 — Minutes.

3.2.3 Ensuring appropriate arrangements for committee meetings, including room bookings in accordance with City procedure.

3.2.4 Providing the Corporate Officer the Calendar of Committee meetings, as required, for postings on the identified notice boards and City website; and,

3.2.5 Performing other administrative duties or tasks related to the function of the Committee as assigned only by the Committee Clerk's direct supervisor.

3.3 Any other projects or tasks requested of the *Committee Clerk,* require the approval of the Clerk's direct supervisor.

4.0 Meeting Schedule

4.1 *Standing and Select committees* will meet as required. All meetings will be held weekdays, Monday to Friday, and Committees are encouraged to meet between 8:00 am and 6:00 pm, when possible, in order for the *Staff Liaison* and *Committee Clerk* to attend.

4.2 *Statutory committees* meet as provided in their enabling statute or establishment bylaw.

5.0 Quorum

Unless otherwise provided in a committee's enabling statute or establishment bylaw, a majority of the members of a committee constitute a quorum. For *Standing Committees* the quorum must include a member of Council. Quorum shall be based on the number of occupied voting positions on the Committee. A staff liaison or alternate must be present in order for the meeting to proceed. If a quorum is not met, no meeting shall take place.

6.0 Chair

Each committee shall, at its first regular meeting in January or as soon thereafter as possible, or as provided in its enabling statute or establishment bylaw, elect a Chair and Vice-Chair if the Mayor and/or Council has not already done so, each of whom hold office for a period of one year, to carry out the duties normally attributed to such office in conducting the business of the committee.

7.0 Agendas

The *Staff Liaison* is responsible, to coordinate, with the Committee Chair, the preparation of committee agenda items, which are then provided to the *Committee Clerk* for preparation of the agenda and made available to all members, as required. The Committee Chair shall approve all agendas prior to distribution. Agenda items and all background material shall be provided to the Committee Clerk at least one week prior to the scheduled meeting date wherever possible. Late agenda items are strongly discouraged, and in order to be added to the agenda, the item must be time sensitive, and approved by the Chair and the Staff Liaison, prior to introduction at the meeting.

Agendas, shall be posted on the City of Vernon website.

8.0 Minutes

8.1 Committee minutes, setting out the decisions made and the key discussion points of the proceedings of all meetings of committees shall be legibly recorded by the *Committee Clerk.* Minutes should not be 'verbatim'. The Committee Clerk will record the points of discussion and any resulting resolutions.

8.2 The *Staff Liaison* shall review the minutes prepared by the *Committee Clerk* and said minutes shall be included on the next meeting of the Committee for adoption.

8.3 Following adoption of the minutes:

8.3.1 the Chair shall certify by signing the adopted minutes

8.3.2 the *Committee Clerk* will forward said minutes to the Corporate Officer for distribution to Council

8.3.3. the *Committee Clerk* shall post on the City of Vernon website

8.3.4 file the signed original minutes into the approved Records Management System file.

8.4 All Committee minutes will be in the prescribed format as shown on attached Schedule "C"

9.0 Rules of Procedure

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9.1 Each committee shall follow the guidelines attached as Appendix "A" and the current Council Procedure Bylaw. The Committee may rely for reference upon the advice of the *Committee Clerk, Staff Liaison* or the Corporate Officer.

9.2 Questions of procedure which cannot be resolved by the Committee upon the advice of the *Committee Clerk* shall be referred to the Corporate Officer.

9.3 Committees will **NOT** accept delegations at the Committee meetings unless directed by Council or provided for in the Committee Terms of Reference.
*This does not apply to the Finance Committee or any other Committees wherein all members are strictly Members of Council.

10.0 Voting

All members of a committee, including the Chair and Vice-Chair, shall have a vote on any question before it, and in all cases in the event of a tie vote, the motion shall be deemed defeated. Any member who abstains from voting, without having declared a conflict of interest and leaving the meeting, shall be deemed to have voted in the affirmative.

11.0 Conflict of Interest

11.1 Committee Members to Avoid Conflicts of Interest

A conflict of interest exists where:

a) A committee member is a director, member or employee of an organization seeking a benefit from the City upon which the committee will make a recommendation;
b) The committee member has a direct or indirect pecuniary interest in the outcome of committee deliberations.

A conflict of interest does not exist if:

a) The pecuniary interest of the committee member is a pecuniary interest in common with members of the municipality generally; or
b) The pecuniary interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member in relation to the matter.

Where a conflict of interest exists, Committee Members:

a) Must declare to the committee that a conflict exists and the nature of the conflict; and

b) Must leave the meeting following the declaration; and
c) The conflict will be noted in the minutes; and
d) The Committee Member may not take part in any discussion or vote on the subject once they have disclosed their conflict; and
e) May return to the meeting once the matter has been dealt with.

11.2 Perceived Conflict of Interest

Where a perceived conflict of interest might exist, the Member may note that a perception of conflict might exist but need not declare a conflict and need not exit the meeting if in the Member's view there is no actual conflict of interest.

11.3 Council Review

Where in the opinion of a committee a member is in a conflict of interest and has not so declared, the Committee may ask for a review of the matter by the Corporate Officer. The matter, if unresolved, may then be referred for Council review.

12.0 Sub-committees

Committees may establish working groups (sub committees) to review a particular task/subject and report back to the parent Committee with a recommendation.

The parent Committee will appoint a Member(s) of the Committee to the working group (sub committee) and provide them with clear direction on the task of the group. The appointed member(s) may recruit appropriate members of the public, review the task requested, and report back to the Committee with a recommendation.

The Committee Member of a working group (sub committee), will report back to the parent Committee at each meeting, with an update on the status of the group — providing notes from meetings, and any documentation that is utilized in determining a recommendation of the working group (sub committee).

The parent Committee will receive the information from the working group (sub-committee).

The Staff Liaison and Committee Clerk are not required to provide services to a sub-committee. Formal agendas and minutes are not required.

13.0 Reporting

13.1 Establishment and Authority

Members will not misrepresent themselves as having any authority beyond that delegated by Council.

13.1.1 *Standing and Select committees* must refer recommendations through the Staff Liaison, to Council for authority to act.

13.1.2 *Short Term Select committees* conduct their task within the time prescribed by Council following which they report their findings and opinions to Council for consideration through the Staff Liaison.

13.1.3 *Statutory committees* conduct their business in accordance with the terms of their enabling statute, establishment bylaw and/or the policies of the authority which established the committee.

13.2 Reporting on Issues

When responding on an issue referred by Council the Staff Liaison will submit a memorandum, to Mayor and Council indicating the motion or decision of the Committee. Such memo shall contain the background information, as required, in support of the recommendation.

14.0 Authority

Except as may be provided in their enabling statute or establishment bylaw, committees do not have the authority to communicate with other levels of government, to pledge the credit of the City of Vernon or to authorize any expenditures to be charged against the City.

Media inquiries must be referred to the City of Vernon Communications Officer. Committee Members are not permitted to speak on behalf of the City of Vernon to the media.

15.0 Budget

15.1 Unless otherwise provided in their enabling statute or establishment bylaw, committees may request budget funds from Council in accordance with the City budget preparation schedule and procedure.

15.2 Any solicitation of funds from other organizations requires the prior approval of Council.

15.3 The Committee shall have reasonable use of City miscellaneous services such as photocopying, paper supplies, meeting areas, etc. which are primarily provided through the *Committee Clerk.*

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16.0 Personal Liability

No member of a committee shall be liable in his or her personal capacity for any debt or liability of the committee. It is the responsibility of the City to insure the members of committees against all liabilities related to fulfilling their responsibilities as a member of the committee.

17.0 Orientation

All Committee members, upon appointment, will be provided with the Terms of Reference for the Committee, a current membership list and a copy of the Council Committee Policy. The *Staff Liaison* to each Committee will provide a verbal orientation for Committee members at the first meeting of the year. Attention shall be brought to the implications and requirements pertaining to the *'Oath of Confidentiality'* signed by each Committee Member.

18.0 New Committees

In considering the formation of a new select *committee, standing committee* or *statutory committee* Council will request staff to prepare a Terms of Reference for consideration by Council prior to establishing the Committee.

19.0 Meetings Open to Public

All meetings of Council Committees are open to the public and no person shall be excluded except for improper conduct, except as may be provided in the committee's enabling statute or establishment bylaw, or where the committee is considering an item where, in accordance with applicable legislative requirements or Council procedure, the public interest requires the exclusion of the public.

APPENDIX "A"

Committee Meeting Guidelines

The Agenda

- **Have an agenda and stick to it. Late items are strongly discouraged and may only be brought forward as approved by the Chair and the Staff Liaison.**
- **The agenda can be seen as a contract between the Chair and the members: "In return for your preparation, time, and participation, we will deal with these issues."**

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- The agenda package should include supporting material which all members should read in advance.
- The agenda package will be uploaded to the City of Vernon website for public information, one week prior to the meeting to allow sufficient time for review and consideration. Committee Members shall be advised by email when the agenda is available on line for their review and information.

Rule of the Clock

- Start on time and end on time - do not reward latecomers.
- Keep the meeting to 1 $^1/_2$ to 2 hours. More than that, people leave, bodily or otherwise. Less than that, there is not enough time to develop and engage the team.

Handling the Business of the Meeting

- Some meetings tend to have too many issues on the agenda. Focus on the issues that are for discussion or decision, are important and urgent, and where the background work has been done. Keep the time spent "just informing" people to a minimum.
- Most groups do their most effective work at about 2/3 of the way through the meeting. Plan the most difficult decisions and discussions at that point.
- Think of a meeting as an aerobic exercise, warming the group up to effective team decision-making, and letting emotions and conflicts cool off before people leave.
- Remember, good decision-making requires:

  background information

  options and recommendations

  the right people attending

  preparation before the meeting, along with enough time to review the material

  full participation

Role of Chair

- **The role of the Chair is critical for effective meetings. The Chair should be a:**

  ♦ **leader** **= willing to** give up personal interests, and willing to work with the whole group

  ♦ facilitator = able to encourage people to participate, help people

to listen to each other, and to reflect back the common threads of the discussion

allow all Committee Members the opportunity to provide input and not allow any one Member to dominate the discussions at the meeting

- The Chair's duties are:

  work with *Staff Liaison* to prepare and approve the agenda in a timely manner in order to meet the distribution deadline

  discourage late agenda items (refer to next meeting instead)

  check if a quorum is present and open the meeting at the prescribed time

  announce the business in the proper sequence (as on the agenda)

  recognize members entitled to speak, in the order in which they request to speak

  state and put the questions (resolutions which have been moved and seconded) to a vote

  enforce the rules of decorum

  expedite business

  decide questions of order and respond to parliamentary enquiries (with the assistance of the *Staff Liaison* **or** *Committee Clerk)*

  declare the meeting adjourned

Decision-making

Committees should strive for consensus in their decision-making. However, final decisions **are made** by resolution adopted by a majority vote. Decisions that relate to the internal operations of the Committee (ex. Establishment of a sub-committee), do not require endorsement by Council. Most other recommendations require consideration and endorsement by Council. The Staff Liaison can assist with this. (Please note, Committees of Council are advisory in nature, and Council may or may not endorse the Committee's recommendation).

Voting and Debating Rights

Each voting member of a committee, including the Chair, may make or second motions, may debate motions and may vote.

Note: A Member can vote on, or second a motion to approve the minutes of a meeting where he or she was not in attendance.

Other Terms and Procedures

- ***Unanimous General Consent*** **is an informal method of resolving a routine and non-controversial procedural issue. For example, the presiding member may seek unanimous general consent as follows:**

  "Is there any objection to moving item 7 forward on the agenda and considering it now? Hearing none, we will proceed now with item 7."

- ***Friendly Amendment*** **is an informal method of making a minor change to a motion or amendment. For example, during debate, it may be indicated that a minor change to a motion or amendment would better achieve the intent of the mover. The Chair may then ask:**

  "Is there any objection to adding the words "7 Hearing no objection, the words are added and the motion now reads: `....[1] OR "Hearing no objection, the words are added. Would the *Committee Clerk* please read the motion? ... Is there any further discussion on the motion?"

  Caution: Overuse of this method could result in confusion.

- ***Motions and Amendments***

  A main motion is a proposal to take action or give direction. The steps of handling a main motion are:

  1. **A member makes a motion:**

     "I move that .....)1

  2. **Another member seconds the motion:**

     "Second" or "I second the motion"

  *** Note that it is helpful if the Chair repeats the names of the mover and seconder.**

  3. **The Chair states the motion or moves directly to debate:**

     "It is moved and seconded that....." AND/OR "Is there any discussion?"

  4. **Debate, and amendment if any, takes place.**

  5. **The Chair puts the motion to a vote:**

"We are now voting on the motion to ..... Those in favour? [Those voting in the affirmative indicate by raising a hand.] Opposed? [Those voting against indicate by raising a hand]"

Members should always clearly indicate their vote by raising their hand at the appropriate time. Those who do not vote by raising a hand are counted as voting in the affirmative.

6. The Chair announces the result:

"Motion passes." "Motion defeated." "Tie Vote - motion defeated."

- ***Amending Motions***

An amendment is a motion to change the wording of another motion before voting on it. An amendment is always dealt with before the original motion. In effect, the amendment temporarily sets aside the motion which it proposes to modify. A motion to amend a debatable motion is debatable and requires the same steps as a main motion.

Three Methods of Amending a Motion

1. **By inserting or adding words**

   "I move that the motion be amended by inserting the word[s] between the word ... and the word ...." OR

   "I move that the motion be amended by adding the word[s] . ."

2. **By striking out words**

   "I move that the motion be amended by deleting the words ...."

3. **By striking out words and inserting replacement words**

   "I move that the foregoing motion be amended by deleting the words and inserting the words ... in their place."

   Only two levels of amendment are allowed. A main motion can be amended (primary amendment) and an amendment can be amended only once (secondary amendment). No amendment is permitted to a secondary amendment. If further amendments are desired, the question on the amendment to the amendment must be called before another amendment to the amendment can be made.

The steps in the process are:

1. **A motion is made.**
2. **An amendment to the motion is made.**
3. **An amendment to the amendment is made.**
4. **The question on the amendment to the amendment is called. (A further amendment to the amendment could be made here.)**
5. **The question on the amendment is called. (A further amendment to the main motion could be made here).**
6. **The question on the main motion is called.**

- ***Debate on Motions and Amendments***

When an amendment is made, discussion is allowed on the amendment only, not on the main motion. Once the vote on the amendment is taken, discussion proceeds on the motion (as amended if the amendment passed).

- ***Motions Permitted While Matter Under Debate***

During debate on a motion, there are a limited number of other motions which would be considered to be in order. These are: a motion to adjourn or recess the meeting, a motion to withdraw if made by the original mover, to amend, to refer to a subcommittee or to the *Staff Liaison* **for report, or to postpone to a certain day. Questions of Privilege and Points of Order can also interrupt proceedings.**

- ***Replacement Motion***

A replacement motion is like an amendment in that it sets aside the motion which it proposes to modify. If a replacement motion passes, there is no need to call the question on the original motion - the original motion is in effect gone.

"I move that the foregoing motion be replaced with the following:..."

- ***Motion to Withdraw a Motion***

A motion which has been duly moved and seconded may only be withdrawn with the consent of the original mover and seconder. Once a motion to withdraw a motion has been carried, there is no record made in the minutes of the original motion having existed. It will not appear in the minutes.

- ***Motion to refer:***

A motion to send a main motion to a sub-committee or to staff for further study and report back (within the authority of the committee).

"I move that the foregoing motion be referred to the sub-committee for review and report back to the committee by ...."

Or

"I move that the Committee recommends to Council that Administration be requested to research..... and report back to the Committee."

- ***Motion to defer indefinitely:***

  A motion to decline to take a position on an issue or motion.

  "I move that this item be deferred indefinitely"

  OR

  "I move that no action be taken on this issue at this time."

- ***Motion to defer to a specific date:***

  A motion to stop debate and amendment and postpone consideration of an issue or motion to a specific future date.

- ***Division of a question:***

  A motion to divide a main motion into separate motions if each part can stand on its own.

- ***Adjourn***

  When a motion to adjourn is made, it means the meeting stops and will reconvene at another date and time. A motion to adjourn is not required if the agenda is completed - the Chair simply declares the meeting "closed" or "concluded".

- ***Recess***

  A motion to take a break in the meeting. A motion or call for a recess should specify the amount of time to be taken for the recess.

- ***Point of Order***

  A statement that a rule of the Council is being violated. It is ruled on by the Chair whose decision may be appealed to committee and decided by committee resolution.

- ***Question of Privilege***

  Raising a request or motion relating to the rights or comfort of the committee or an individual. It is decided by the Chair.

- ***Point of Information***

  A request for information, e.g. from staff during debate.

- ***Reading of Motions***

  A member may require the motion under consideration to be read. The *Committee Clerk* **would then read the motion. Sometimes the** *Committee Clerk* **will ask to read a motion if he/she is unsure what it is or if he/she feels others may not understand the exact motion being considered.**

- ***Rules of Decorum and Debate***

  Committee meetings tend to be more informal than would a Council meeting. The Chair of the committee has the duty and authority to allow the level of informality he or she feels would best facilitate the work of the committee.

  Here are some meeting rules which may be helpful and may be used by the committee:

  the maker of a motion has a right to speak first to their motion

  to speak a second time, a member should wait until all those who wish to speak have done so for the first time

  members must remain courteous and avoid personal attacks of each other and staff

  remarks must be confined to the motion before the committee

  remarks are always directed "through the chair"

  members should not interrupt another speaker

  there are no limitations on the number of times a member may speak, or the length of speeches

  motions should be phrased concisely and to the point

  a decision to close debate can be made by unanimous general consent, by resolution or by the Chair

  decisions of the Committee are by vote of majority. Therefore, all members of a Committee shall respect the rules of democracy and the outcome of the vote. A Committee member may not agree with the end result, but is expected to be respectful to the vote both during the meeting and thereafter.

POSTED TO CITY OF VERNON WEBSITE

- ***Attendance at Council Meetings***

  when a Committee wishes to address Council, at a Council meeting, it shall be through the Chair or Vice Chair of the Committee

  if a Committee member wishes to address Council, it shall be as a member of the public and not as a member of the Committee and should therefore not state they are a member of a particular Committee.

SCHEDULE "A"

CITY OF VERNON

OATH OF CONFIDENTIALITY

_____, of the _____ Committee, do promise and swear that I will, to the best of my knowledge and ability, fulfill the terms of my position in accordance with the Council Committee Structure policy and will respect and maintain the confidentiality of the information that I become aware of through my appointment to this Committee of Council.

Sworn/Affirmed by me, at Vernon, B. C. on

_____, 2 0

_____

(Signature of person swearing/affirming oath)

_____

(Signature of person administering oath)

POSTED TO CITY OF VERNON WEBSITE

SCHEDULE "B"

THE CORPORATION OF THE CITY OF VERNON
3400 — 30 Street, Vernon, British Columbia V1T 5E6
City Hall Telephone: (250) 545-1361 Fax: (250) 545-4048 Website: www.vernon.ca

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VOLUNTEER APPLICATION

CIVIC COMMITTEES, COMMISSIONS AND BOARDS

Name of Applicant: _____

Address of Applicant:
(Individual Applicants MUST reside within Vernon City Limits, unless otherwise stated in Committee Terms of Reference):

_____

_____ _____

_____ Postal Code: _____

Contact: Work: _____ Fax: _____

Home: E-mail:

1. Are you a business operator in the City of Vernon? Yes 0 No 0

2. Are you applying as a representative of a community association or other organization? Yes ❑ No ❑

   If YES, identify the association/organization: _____

3. Are you currently serving on a Committee/Commission/Board? Yes ❑ _____No

   If you answered YES, complete question 4 only.
   If you answered NO, proceed to fill out the entire questionnaire.

4. Name of Committee/Commission/Board you are applying to: _____

5. Have you previously volunteered on any City of Vernon Committees? Yes ❑ No ❑ **If YES,** provide name of Committee(s) and length of service.

   _____

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6. Have you volunteered on any Committee(s) for another municipality or any community Organization? Yes ❑ No ❑ If YES, provide details:

_____

7. What skills and goals will you bring to the Committee/Commission/Board?

_____

8. Business/Work experience in the past five years?

_____

_____

9. How is your business/work experience related to the mandate of the Committee/Commission/Board?

_____

_____

10. Educational background/Professional qualifications?

_____

_____

11. Other relevant information, if any:

_____

_____

Date of Application: _____

Your application/resume will be made available to Vernon City Council, civic staff, and the applicable Committee/Commission/Board for the sole purpose of making appointments. Personal information contained on this form is collected in compliance and protected in accordance with the Freedom of Information and Protection of Privacy Act and will be used for the purposes of appointing members to the City's advisory committees/boards. Questions about the collection and use of this information should be directed to the Head of FOIPP in the City Clerk's office.

POSTED TO CITY OF VERNON WEBSITE

Contact Information:

Corporate Officer, City of Vernon
3400 — 30 Street, Vernon, BC V1T 5E6
Telephone: (250) 545-1361
Fax: (250) 545-4048
E - m a i l : a d m i n c i

POSTED TO CITY OF VERNON WEBSITE

SCHEDULE "C"

THE CORPORATION OF THE CITY OF VERNON

MINUTES OF A *"INSERT COMMITTEE NAME"* MEETING

HELD *"INSERT DATE" AT "INSERT LOCATION"*

PRESENT:

Staff:

Other:

CERTIFIED CORRECT:

_____

Chairperson:

POSTED TO CITY OF VERNON WEBSITE

Report to Council

To: **Mayor and Council** File No: 1880-03-2025

Date: July 14, 2025

From: Rena Crosson, Manager, Financial Operations

Subject: Investment Policy amendment

Purpose:

To propose amendments to the City's Investment Policy.

Recommendation:

THAT 2025-03-V2 - Investment Policy be adopted.

Background:

a. Rationale:

The current investment policy limits investments in financial Institutions with terms exceeding one year to 50% of the total portfolio. Given current market conditions, financial institutions are offering significantly higher yields compared to other investment types. To capitalize on these favourable rates, Administration recommends amending section 5.2.2, Note 5, to increase the allowable limit for long-term investments providing the investment achieve an AA- rating or higher. This change will enable the City to invest 2025 taxation revenues in multi-year instruments, thereby maximizing returns.

Additionally, we propose revising Section 10 (Reporting) to replace the term "annual" with "periodic". Investment performance will be incorporated into a new quarterly financial report with a dedicated section on investments, supporting more frequent and timely updates to Council.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

Community Charter section 183

c. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence ☐ Livability
☐ Recreation, Parks & Natural Areas ☐ Vibrancy
☐ Environmental Leadership ☐ Not Applicable

d. Committee Recommendations:

Not applicable

Financial Implications:

The Investment Policy defines the permissible types and limits of investments made on behalf of the City. These parameters directly influence the potential for investment income generation.

Alternatives & Implications:

Maintaining the current policy limits would restrict the City's ability to invest in higher-yielding, long-term instruments, thereby reducing potential investment income.

Communication:

Should Council approve the amended Investment Policy, it will be posted on the City's website.

Attachments:

Attachment 1 - 2025-03-V2 Investment Policy marked up

Reviewed by: Elma Hamming, Director, Financial Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

Policy Title:	Investment Policy
Category:	Council
Policy Number & Version:	2025-03-V2
Policy Owner:	Finance
Posting Location:	External

1. Purpose:

The purpose of the City of Vernon's Investment Policy is to provide a framework for its investment portfolio management. It is the policy of the City of Vernon to invest its funds in a manner that will provide for the optimal blend of security, risk-adjusted returns, while meeting short and long term cashflow demands in compliance with the statutory requirements of the *Community Charter* and the *Local Government Act* as applicable.

2. Scope:

This Investment Policy applies to all cash and investment assets of the City of Vernon which are suitable for investment with due consideration of cashflow demands.

3. Objectives

The objectives of the investment program, in order of importance are: principal protection, liquidity, and return on investment.

3.1 Principal Protection

Investments shall be made to ensure preservation of capital within the portfolio. Preservation of capital is accomplished through the placement of funds with creditworthy institutions and through portfolio diversification. Diversification is required to minimize potential losses on individual securities and to limit concentration and other associated risks.

3.2 Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating and reasonably anticipated cash flow requirements. This will be accomplished by selecting maturity dates that correspond to short- and long-term cash flow requirements, and securities with active or secondary resale markets where appropriate.

3.3 Return on Investment

Return on investment (ROI) shall be maximized in the context of the requirements to preserve capital and manage liquidity, while adhering to the investment constraints of the *Community Charter* and this Policy.

4. Standard of Care

4.1 Prudence

Investments shall be made with professional judgement and care with a significant level of due diligence. The objectives of principal protection, liquidity management, and risk-adjusted returns are integral to the successful stewardship of the City's investment portfolio. Speculative activities are prohibited. Staff must be aware of foreseeable risks, trends and fluctuations in the market that may affect the investment portfolio.

4.2 Ethics and Conflict of Interest

Staff involved with the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or may impair their ability to make impartial decisions. Any potential conflict of interest must be disclosed to management and will be considered on a case-by-case basis.

4.3 Delegation of Authority

Authority to manage the City of Vernon's investment program is granted to the City's Chief Financial Officer and is derived from section 149 of the *Community Charter* as follows:

Section 149: One of the municipal officer positions must be assigned the responsibility of financial administration, which includes the following powers, duties and functions: (c) investing municipal funds, until required, in authorized investments.

5. Authorized Investments

Section 183 of the *Community Charter* indicates:

Money held by a municipality that is not immediately required may only be invested or reinvested in one or more of the following:

(a)securities of the Municipal Finance Authority;
(b)pooled investment funds under section 16 of the Municipal Finance Authority Act;
(c)securities of Canada or of a province;
(d)securities guaranteed for principal and interest by Canada or by a province;
(e)securities of a municipality, regional district or greater board;
(f)investments guaranteed by a chartered bank;
(g)deposits in a savings institution, or non-equity or membership shares of a credit union;
(h)other investments specifically authorized under this or another Act.

Eligible cash may be invested in accordance with section 183 of the *Community Charter*, subject to the following conditions:

5.1 Investment Denomination

Investments shall only be denominated in Canadian dollars.

5.2 Portfolio Limitations

The following two tables outline the limitations imposed by this Policy on the universe of investments available to the City of Vernon. The portfolio constraints, targeting credit ratings and exposure to assets classes, rank equal and are to be managed synchronously.

5.2.1. Portfolio Limits by Credit Rating

Credit Rating [1]	Maximum % Share of Total Reserves
AA- or higher [short-term rating R-1 (mid) or higher]	100%
A+/A/A- [short-term rating R-1 (low)]	75%
BBB+/BBB/BBB- or Unrated [short-term rating R-2 (high) or lower]	25%

[1] Subject to 5.3.

5.2.2 Portfolio Limits by Asset Type

Asset Type	Maximum % Share of Total Reserves	Maximum Single Entity % of Total Reserves	Maximum Term
MFA Pooled Investment Funds	15 - 100% [2]	N/A	366 days to 11 years [2]
Federal Government [1]	Up to 100%	Up to 100%	50 years
Provincial Governments [1]	Up to 100%	25% to 75% [3]	20 to 30 years [3]
Securities of the MFA [1] [6]	Up to 25%	20% to 25% [3]	20 to 30 years [3]
Local Governments [1]	Up to 50%	10% to 25% [3]	5 to 25 years [3]
Financial Institutions [1]	Up to 50% [5]	10% to 15% [3][4]	5 to 10 years [3]

[1] Weighted holdings of this type of security within a Pooled Fund does not count towards limit.
[2] Range based on Pooled Fund type. These ranges are in reference to the limits imposed on each Fund by MFA for assets each hold. MFA's DMAC Fund can hold assets of any maturity. MFA Funds may be held in perpetuity by the unitholder.
[3] Ranged based on Credit Rating.
[4] Total investments in securities of a chartered bank, savings institution, or credit union may not exceed 1.00% of the financial institution's last year-end reported total deposits.

[5] Short-term portfolio funds (cash needed within 1 year) may be 100% held within Financial Institutions, but subject to Single Entity limits. Where financial institution investments with a rating of AA- or higher yield the highest return, the limit may be exceeded. Further, from time-to-time Single Entity limits may be exceeded per 5.4.
[6] Refers to debt issued by the Municipal Finance Authority of BC.

5.3 Credit Ratings

Credit ratings shall be obtained from "Recognized Ratings Agencies" defined as: Moody's Investors Service (Moody's), Standard & Poor's (S&P), Fitch Ratings (Fitch), and DBRS Morningstar (DBRS).

5.3.1 Credit Ratings Equivalency

Credit Ratings within this Policy are quoted using S&P's long-term scale and DBRS's short-term scale. Equivalent credit ratings from other Recognized Ratings Agencies apply to 5.2.1, 5.2.2, and 5.5. A Ratings Equivalency Chart is provided in Appendix A.

5.4 Adherence to Limits

Total securities, of all types, of a single entity shall not normally exceed the limits outlined in 5.2.2. However, as market and operational (e.g. tax collection) fluctuations may cause aggregate holdings of a single entity to exceed applicable thresholds, the City of Vernon is not obliged to sell securities with immediacy to remain in compliance with this Policy. Rather, the portfolio must be rebalanced when it is most prudent to do so in any manner deemed appropriate.

5.5 Split Ratings

If an issuer or security is rated by more than one Recognized Ratings Agency, the following methodology shall apply:

- If two Agencies rate a security, use the lower of the two ratings;
- If three Agencies rate a security, use the most common;
- If all three Agencies disagree, use the middle rating; and
- If four Agencies disagree, use the average of all four ratings.

5.6 Unrated Securities

If an authorized investment per section 183 of the *Community Charter* is unrated and an internal credit rating has not been determined, it shall be rated as BBB for the purposes of determining adherence to this Policy.

5.7~~8~~ Long-term Portfolio (10 years+)

After first ensuring adequate short & mid-term liquidity, if the Chief Financial Officer identifies monies not needed for 10 years or longer they may request Council acknowledge those monies as "long-term: 10 years+" and suitable for investments with

long investment horizons. If funds have been designated as “long-term: 10 years+” the Chief Financial Officer may invest those monies in:

- Any MFA Pooled Investment Fund created specifically for investment of long-term reserves; or
- Section 183 investments with a minimum long-term credit rating of A-.

5.~~8~~9 Unlisted Investments

Investment opportunities not expressly outlined in this Policy, but compliant with applicable legislation may be brought forward by the Chief Financial Officer with an accompanying report to the Finance Committee to discuss its merits. If deemed appropriate by the Finance Committee, the Chief Financial Officer may proceed with the investment.

6. Investment Parameters

6.1 Diversification

It is the Policy of the City of Vernon to diversify its investment portfolio. To reduce the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalents in all funds shall be diversified by maturity, issuer, and security type. Diversification strategies shall be determined and revised periodically by the Chief Financial Officer.

6.2 Maturity

To the extent possible, the City of Vernon shall attempt to match the maturity of its investments with anticipated cashflow requirements. Due to the imprecise nature of forecasting cashflow needs, a portion of the investment portfolio shall be continuously invested in short-dated securities. Investments in longer-dated securities that may be less-liquid requires certainty from the Chief Financial Officer that those funds will not be needed until after those long-dated securities mature.

7. Competitive Bids

When possible, the City of Vernon will obtain quotes for the purchase of selected investments to ensure the most cost-effective alternative is selected. However, due to the time-sensitive nature of the marketplace, immediate action may be taken. Under such circumstances, market data may be used to substantiate the action taken.

8. Safekeeping and Custody

8.1 Delivery vs. Payment, Safekeeping

All securities purchased by the City of Vernon shall be held in the name of the City of Vernon. All security transactions shall be conducted on a delivery versus payment basis. The Chief Financial Officer must be satisfied that the security is rightfully in possession of the City of Vernon or by a custodial service.

8.2 Internal Controls

The Chief Financial Officer shall establish a system of internal controls, to be documented in writing. As part of the annual audit, a review by the external auditor will be done to assure compliance with internal controls and policy

The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Vernon.

9. Policy Review

This Policy shall be reviewed periodically by the Chief Financial Officer to ensure it meets current regulatory requirements and industry best practices.

10. Reporting

The Chief Financial Officer will provide Council with a report on the current state and performance of the investment portfolio on a~~n annual~~periodic basis.

11. Policy History (Created / Amended / Rescinded:

Version	Approved by:	Date
V1 (Original)	Council	2023-11-27
V2		

Appendix A: Credit Rating Equivalency Chart

Credit Quality	S&P		Moody's		DBRS		Fitch	
	Long-term	Canadian CP Scale (Short-term)	Long-term	Short-term	Long-term	Short-Term	Long-term	Short-Term
Superior	AAA	A-1 (high)	Aaa	p-1	AAA	R-1 (high)	AAA	F1+
	AA+	A-1 (high)	Aa1	p-1	AA (high)	R-1 (high)	AA+	F1+
	AA	A-1 (high)	Aa2	p-1	AA	R-1 (mid)	AA	F1+
	AA-	A-1 (high)	Aa3	p-1	AA (low)	R-1 (mid)	AA-	F1+
Good	A+	A-1 (mid)	A1	p-1	A (high)	R-1 (low)	A+	F1
	A	A-1 (mid)	A2	p-1	A	R-1 (low)	A	F1
	A-	A-1 (low)	A3	p-2	A (low)	R-1 (low)	A-	F2
Adequate	BBB+	A-1 (low)	Baa1	p-2	BBB (high)	R-2 (high)	BBB+	F2
	BBB	A-2	Baa2	p-2	BBB	R-2 (mid)	BBB	F3
	BBB-	A-3	Baa3	p-3	BBB (low)	R-2 (low), R-3	BBB-	F3
Speculative	BB+	B	Ba1	Not Prime	BB (high)	R-4	BB+	B
	BB	B	Ba2	Not Prime	BB	R-4	BB	B
	BB-	B	Ba3	Not Prime	BB (low)	R-4	BB-	B
Highly Speculative	B+	C	B1	Not Prime	B (high)	R-4	B+	B
	B	C	B2	Not Prime	B	R-5	B	B
	B-	C	B3	Not Prime	B (low)	R-5	B-	B
	CCC	C	Caa	Not Prime	CCC	R-5	CCC	C

THE CORPORATION OF THE CITY OF VERNON

BYLAW 6041

A bylaw to amend the City of Vernon Zoning Bylaw 6000

WHEREAS the Council of the Corporation of the City of Vernon has determined to amend the "Zoning Bylaw 6000";

AND WHEREAS, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto, no public hearing was held;

NOW THEREFORE the Council of the Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **"300 and 800 Sparkling Place Zoning Amendment Bylaw 6041, 2025".**

2. Pursuant to the Official Zoning Map, Schedule "A" attached to and forming part of Bylaw 6000, is hereby amended as follows:

   That the following legally described lands be rezoned from **RCC – Resort Commercial Centre" to "RTH – Resort Tourist Housing":**

Legal Description:
LOT A, SECTON 11, TOWNSHIP 13, ODYD, PLAN EPP141960 (300 Sparkling Place) and
LOT 4, SECTION 11, TOWNSHIP 13, ODYD, KAP82174 EXCEPT PLAN EPP141960
(800 Sparkling Place)

and by changing the Zoning Map accordingly, all in accordance with the area outlined in bold, as shown on Schedule “A” attached to and forming part of this bylaw.

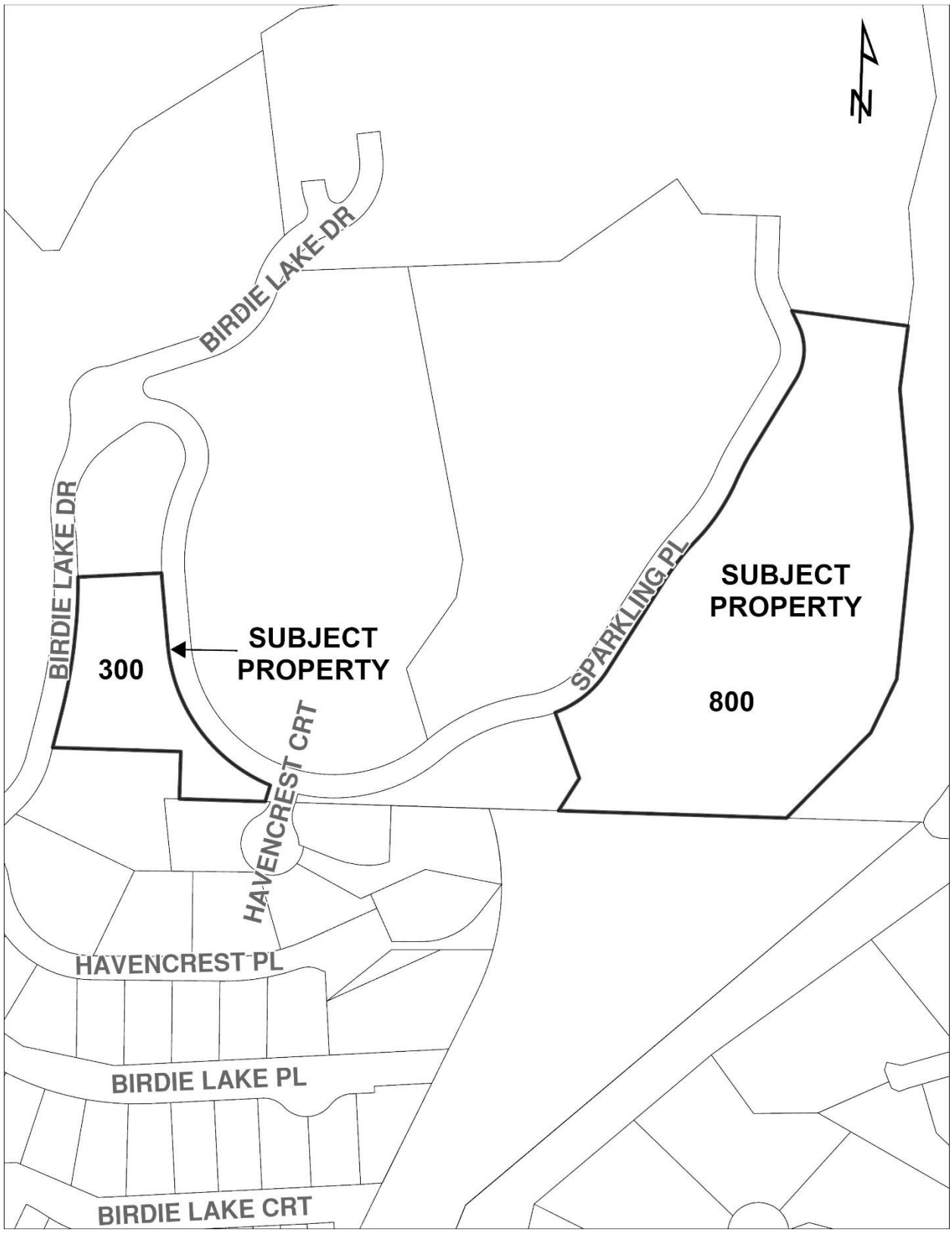
3. Zoning Bylaw 6000 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this day of, 2025
READ A SECOND TIME this day of, 2025
READ A THIRD TIME this day of, 2025
ADOPTED this day of ,2025.

Mayor

Corporate Officer

SCHEDULE 'A'
Attached to and Forming Part of Bylaw 6041
"300 and 800 Sparkling Place Zoning Amendment Bylaw 6041, 2025"



Report to Council

To: **Mayor and Council** File No: 3340-20 (OCP00099)
3360-20 (ZON00399)

Date: July 14, 2025

From: Craig Broderick, Approving Officer

Subject: Official Community Plan and Zoning Map Amendment Bylaws 6042 and 6043 for a Portion of 8800 Rising View Way (OCP00099/ZON00399)

Purpose:

To present Official Community Plan and Zoning Amendment applications and Bylaws for Council's consideration for a portion of the property at 8800 Rising View Way to provide for a future spa facility.

Recommendation:

THAT Bylaw 6042 "Official Community Plan Amendment Bylaw 6042, 2025", to amend Official Community Plan Bylaw 5470, be read a 1st and 2nd time;

AND FURTHER, that Bylaw 6043 "Zoning Bylaw Amendment Bylaw 6043, 2025", to amend Zoning Bylaw 6000, be read a 1st and 2nd time;

AND FURTHER, that a Public Hearing be scheduled for Bylaw 6042 and 6043 on August 11, 2025 at 5:30 pm in Council Chambers;

AND FURTHER, that adoption of the OCP and Zoning Amendment Bylaws is subject to:

a) The required Environmental and Hillside Development Permit be ready for issuance;

b) The required conceptual servicing agreement be in place; and

c) Ensure zoning is limited to match the intended use of the site.

Background:

a. Rationale:

1. At the January 27, 2025 Regular Meeting of Council, the proposed spa facility at The Rise was presented (Attachment 2).

2. As per Council direction, the application was forwarded to the Advisory Planning Committee. The applicant was also requested to hold an Open House to solicit input on the proposed facility.

3. The Advisory Planning Committee reviewed the application at their February 11, 2025 meeting. They added a condition of the OCP and Zoning amendments to "*Ensure zoning is limited to match the intended use of the site".* This condition has been included as Administration supports adding this condition to ensure the zoning amendment is limited to the area proposed for the spa facility.

4. The applicant hosted an Open House on Thursday, May 29, 2025, from 2-4 p.m., at the Rise Resort. The summary provided by the applicant forms Attachment 1. The feedback that was received was generally supportive of the proposed spa. Some feedback was received noting concerns about traffic and access.

5. As the two conditions of Council have been fulfilled, the subject bylaws can proceed to 1st and 2nd reading and scheduling of a Public Hearing, which is recommended to be held on August 11, 2025.

6. As noted in the January 27, 2025 report, Administration supports the OCP and Zoning Amendment applications to proceed for further consideration for the following reasons:

    - Alignment with the Regional Growth Strategy Bylaw which designates the property as a growth area;
    - Reflects a refinement of the OCP and Neighbourhood Plan. The Okanagan Hills Neighbourhood Plan (and subsequent OCP designation as PARK) was adopted in 2004 and has not been updated since that time. The ownership arrangement of The Rise community has shifted and evolved over time. The proposed site and project are within the lands owned and controlled by the golf operator (Rencor Investments Ltd.);
    - The proposal aligns with the Council Strategic Plan with respect to: promote and generate business development and tourism; ensure the community has the sport, recreation, health, and well-being resources necessary to support residents and attract visitors;
    - Portions of the proposed spa location were originally planned to be developed as a golf practice and training centre, which would have greater impact on the natural environment;
    - Previous construction of The Rise golf course in environmentally sensitive areas has been completed and managed professionally (i..e use of wooden boardwalks near ponds);
    - The proposal is intended to offer a new service at The Rise and forms part of their vision as they invest in improvements to the tourist destination;
    - The proposed spa serves to expand the tourism options in the Greater Vernon area; and
    - Additional approvals such as an Environmental and Hillside Development Permit and any Development Variance Permit, if required, will be ready for

issuance prior to consideration of final adoption. Further, a conceptual servicing agreement shall be in place prior to final adoption of the amending Bylaws.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

1. At its Regular Meeting of January 27, 2025, Council passed the following Resolution:

THAT Council support, in principle, Official Community Plan Application OCP00099 to redesignate a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PARK and HRES (Hillside Residential) to TCOM (Tourist Commercial) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated December 15, 2024 and respectfully submitted by the Approving Officer;

AND FURTHER, that Council support, in principle, rezoning application ZON00399 to rezone a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PANS (Parks and Natural Spaces) and RTH (Resort Tourist Housing) to RCC (Resort Commercial Centre) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated December 15, 2024 and respectfully submitted by the Approving Officer;

AND FURTHER, as per the Local Government Act, in addition to the referral to relevant agencies already completed as part of the application review process, that Council has considered appropriate consultation opportunities for OCP00099 and ZON00399 and supports the following consultation opportunities in addition to the statutory public hearing:

a) Referral to the City of Vernon Advisory Planning Committee for review and a recommendation to Council;

b) The applicant hosting of a Public Open House; and

c) That feedback from the above noted input opportunities be summarized and brought forward for Council's consideration upon presentation of amending Bylaws for First and Second Readings;

AND FURTHER, that adoption of the OCP and zoning amendment Bylaws is subject to:

a) The required Environmental and Hillside Development Permit be ready for issuance; and

b) The required conceptual servicing agreement be in place.

2. Official Community Plan Bylaw 5470

3. Okanagan Hills Neighbourhood Plan (Plan Vernon Amendment Bylaw Number 4827, 2004)

4. Zoning Bylaw 6000

5. Official Community Plan Amendment Applications – Policy

c. Council's Strategic Plan Alignment:

☐ Governance & Organizational Excellence	☒ Livability
☒ Recreation, Parks & Natural Areas	☐ Vibrancy
☒ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:

At the February 11, 2025 Advisory Planning Committee meeting, the following resolution was carried:

THAT the Advisory Planning Committee recommends that Council support Official Community Plan Application OCP00099 to redesignate a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PARK and HRES (Hillside Residential) to TCOM (Tourist Commercial) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated January 29, 2025 and respectfully submitted by the Approving Officer;

AND FURTHER, that the Advisory Planning Committee recommends that Council support rezoning application ZON00399 to rezone a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PANS (Parks and Natural Spaces) and RTH (Resort Tourist Housing) to RCC (Resort Commercial Centre) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated January 29, 2025 and respectfully submitted by the Approving Officer;

AND FURTHER, that adoption of the OCP and zoning amendment Bylaws is subject to:

1. *The required Environmental and Hillside Development Permit be ready for issuance;*

2. *The required conceptual servicing agreement be in place; and*

3. *Ensure zoning is limited to match the intended use of the site.*

Financial Implications:

n/a

Alternatives & Implications:

n/a

Communication:

n/a

Attachments:

Attachment 1 – Public Information Session Summary Report
Attachment 2 - Council Report January 27, 2025
Attachment 3 – Bylaw 6042 – OCP00099 - 8800 Rising View Way
Attachment 4 – Bylaw 6043 – ZON00399 - Rising View Way

Reviewed by: Terry Barton, Director, Planning & Community Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

Public Information Session Summary Report

a. The event was held on: Thursday, May 29th, 2-4 p.m., at the Rise Resort. 8800 Rising View Way, Vernon.

b. The Public Information Session was listed in the Vernon newspaper two weeks ahead of the session.

c. Number of attendees: 11

d. Details of the information provided: Five large poster boards were displayed outlining the location of the proposed zoning changes and spa. The environmental report was made available for reading. A power point presentation on a large screen displayed the plans and provided pictures of the different possible spa features and amenities. Staff were on hand to answer any questions.

e. Key themes raised by the Public:

Positive

-The spa will attract more visitors to Vernon

-It would be a great amenity and asset for the community of Vernon to utilise

-It will lead to increased revenue for the City

-It is not like anything else available in the area

-A spa will increase property values for residents in the area

- It will provide a space to retreat, relax, and rejuvenate while experiencing nature

Constructive

-The road to the area needs to be safe and maintained

-Increased traffic and noise and light pollution could be disruptive to nearby residents

-Handicapped access would help those that have mobility issues

-The products at the spa should be eco-friendly for the water and land systems

f. Outline how the input from the public was addressed and any changes to the project resulting from public input:

-We will ensure that the spa is accessible for differently abled guests

-We will use eco-friendly practices and products

-The road will be completed with a bike and walking lane prior to opening

-Exploring the use of a shuttle service to bring groups of guests to the location from the city and from Silver Star. This would decrease traffic and disruptions for nearby residents.

THE CORPORATION OF THE CITY OF VERNON
REPORT TO COUNCIL

SUBMITTED BY: Craig Broderick
Approving Officer

COUNCIL MEETING: REG ☒ COW ☐ I/C ☐
COUNCIL MEETING DATE: January 27, 2025
REPORT DATE: December 15, 2024
FILE: 3340-20 (OCP00099) / 3360-20 (ZON00399)

SUBJECT: OFFICIAL COMMUNITY PLAN AND REZONING AMENDMENTS FOR A PORTION OF 8800 RISING VIEW WAY

PURPOSE:

To present Official Community Plan and Zoning Amendment applications for Council's consideration for a portion of the property at 8800 Rising View Way to provide for a future spa facility.

RECOMMENDATION:

THAT Council support, in principle, Official Community Plan Application OCP00099 to redesignate a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PARK and HRES (Hillside Residential) to TCOM (Tourist Commercial) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated December 15, 2024 and respectfully submitted by the Approving Officer;

AND FURTHER, that Council support, in principle, rezoning application ZON00399 to rezone a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PANS (Parks and Natural Spaces) and RTH (Resort Tourist Housing) to RCC (Resort Commercial Centre) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated December 15, 2024 and respectfully submitted by the Approving Officer;

AND FURTHER, as per the *Local Government Act*, in addition to the referral to relevant agencies already completed as part of the application review process, that Council has considered appropriate consultation opportunities for OCP00099 and ZON00399 and supports the following consultation opportunities in addition to the statutory public hearing:

a) Referral to the City of Vernon Advisory Planning Committee for review and a recommendation to Council;

b) The applicant hosting of a Public Open House; and

c) That feedback from the above noted input opportunities be summarized and brought forward for Council's consideration upon presentation of amending Bylaws for First and Second Readings;

AND FURTHER, that adoption of the OCP and zoning amendment Bylaws is subject to:

a) The required Environmental and Hillside Development Permit be ready for issuance; and

b) The required conceptual servicing agreement be in place.

ALTERNATIVES & IMPLICATIONS:

THAT Council **not** support, Official Community Plan Application OCP00099 to redesignate a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PARK and HRES (Hillside Residential) to TCOM (Tourist Commercial) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated December 15, 2024 and respectfully submitted by the Approving Officer;

AND FURTHER, that Council **not** support rezoning application ZON00399 to rezone a portion of Lot A, Plan EPP19505, Section 6, Township 8, ODYD and Section 32, Township 9 (portion of 8800 Rising View Way) from PANS (Parks and Natural Spaces) and RTH (Resort Tourist Housing) to RCC (Resort Commercial Centre) as outlined in the report titled "Official Community Plan and Rezoning Amendments for a portion of 8800 Rising View Way" dated December 15, 2024 and respectfully submitted by the Approving Officer.

Note: This option would effectively terminate the spa project at the proposed site. An alternative site would need to be selected by the applicant and brought forward by Administration for Council's consideration.

ANALYSIS:

A. Background:

1. The Rise Resort was planned in the late 1990's and early 2000's and with construction occurring between 2004 and 2007. Substantial infrastructure investments were made as part of the development including: intersection improvements; new roads; spray irrigation; water; sanitary, and storm services. The 18-hole golf course has been in operation since 2008. Since that time, residential development has been occurring at different rates depending upon economic conditions. There are currently about 280 registered lots with approximately 170 built units located at The Rise community. The proposed build-out, based on the 2004 Okanagan Hills Neighbourhood Plan, is 1,210 units.

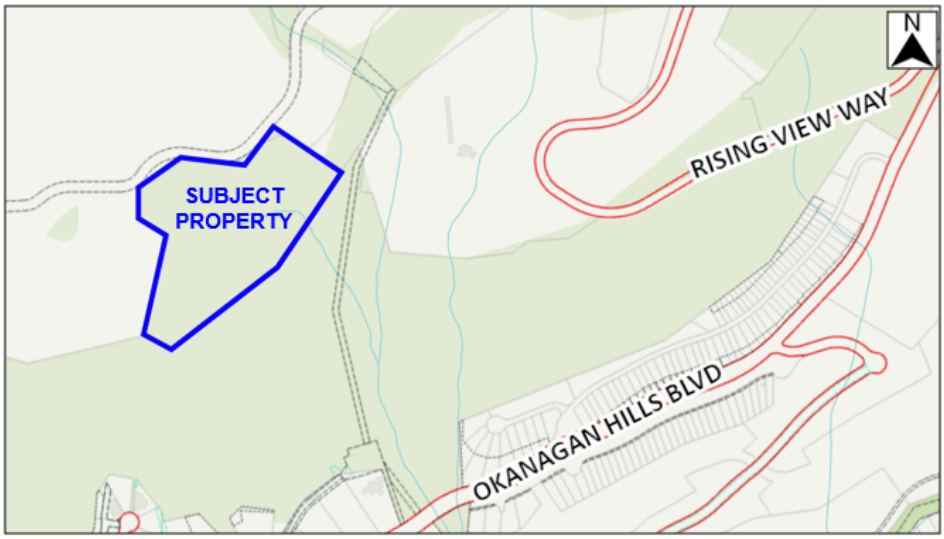


Figure 1: Property Location Map

Figure 2: Aerial View of Property

2. Originally, the golf resort and the complementary residential resort development were developed by the same corporate owner. Over time, the development was sold and two separate companies have been developing at The Rise Resort. One

company develops lots and builds housing units and the other company is focused on operating the golf course. The spa is proposed to be developed, constructed and operated by the golf and resort focused company – Rencor Investments Ltd.

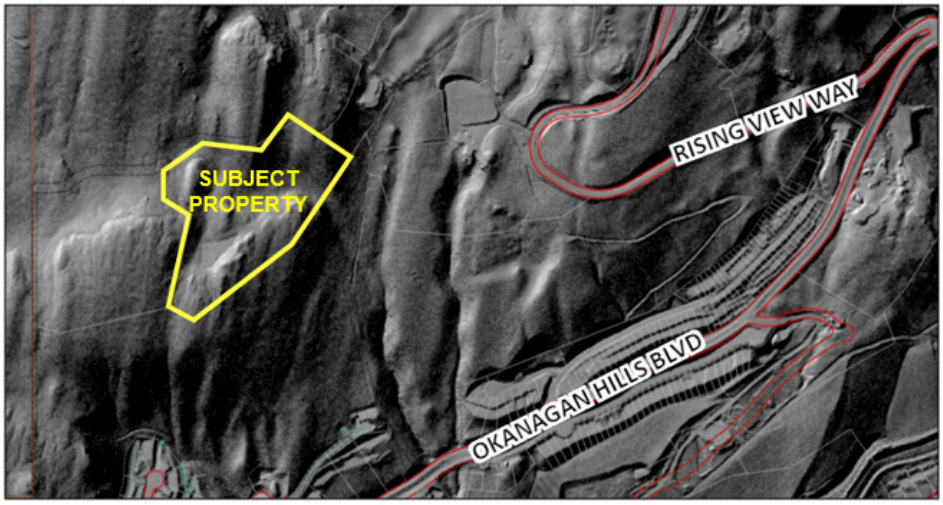


Figure 3 - Lidar Imagery of Property and Area

3. Rencor Investments Ltd. has recently completed construction of a new building at the golf course. 'The Edge' opened in the summer of 2024 and includes: golf pro-shop; 120 seat restaurant, with outdoor patio seating area; a bar/lounge; meeting/banquet facilities; other meeting and dining spaces; and a golf training lounge. This facility is a major investment for The Rise and the area in general, as it serves as a significant tourist destination.

4. Rencor Investments Ltd. has two future expansion projects planned:

    1. Nordic Spa Experience (Proposed);
    2. Tourist Accommodation (Future).

    Adding these additional amenities allows the golf course to expand its offerings and to develop into a resort community and tourist destination.

5. The Rise Resort is a component of the tourism industry for the City of Vernon and surrounding area. It attracts considerable visitation and generates substantial employment.

    Specifically, the proposed spa serves to:

    - provide a second Wellness Spa to complement Sparkling Hill helping establish the North Okanagan as a wellness destination;
    - offer a year-round, outdoor spa experience;
    - provide a complementary service to the Rise Golf Course encouraging longer stays;
    - offer experiences to residents and tourists (i.e. domestic and international) staying locally or regionally (i.e. Silver Star);
    - capitalize on the growing trend of wellness experiences in the Province and nationally (i.e. Sparkling Hill, Tigh-Na-Mara in Parksville, Scandinave Spa in Whistler/Collingwood/Mont-Tremblant, Montreal and others throughout Canada);
    - stimulate ancillary investment in restaurants, accommodations, expanded services at The Rise and elsewhere in the community; and
    - provide complementary services to future tourism investment (i.e. Frind Vineyard).

B. Project Details

1. The proposed Official Community Plan (OCP) amendment proposes to redesignate approximately 5 ha (12 acre) of the 58 ha (144 acre) parent parcel from PARK and HRES (Hillside Residential) to TCOM (Tourist Commercial). The existing and proposed OCP designations are shown on Attachment 1.

2. The proposed spa area is part of the Okanagan Hills Neighbourhood Plan which forms part of the Official Community Plan. The Neighbourhood Plan designates the subject area as a combination of Environmental Reserve and Golf Course. An excerpt from the Okanagan Hills Neighbourhood Plan is show on Attachment 2.

3. The proposed zoning application is to rezone the 5 ha (12 acre) of the site from PANS (Parks and Natural Spaces) and RTH (Resort Tourist Housing) to RCC (Resort Commercial Centre). The existing and proposed zoning are shown on Attachment 3.

4. The proposed site was originally planned to be developed as part of the golf course, as a golf practice and training facility (driving range).

5. The proposed project is described in Attachments 4 and 5. Attachment 4 was provided by the applicant's consultant and is a promotional publication describing the proposed facility. Attachment 5 is a concpetual layout showing an access road, spa buildings and pools. Slopes, Environmental Management Areas (EMAs) and the Streamside Protection and Enhancement Area (SPEA) are also shown.

6. The applicant has indicated that the proposed location is the preferred location available on-site. As per Attachment 5, the site has been selected based on a range of considerations, including environmental protection, sustainability, and access.

7. While other locations are viable, the proximity to the new club house and event facility makes the proposed location functionally superior. Additionally, the views from the proposed spa facility will add to the tourist attraction of the site in general. Careful use of siting, colour palette, landscaping and architecture will serve to blend the development into the hillside when viewed from the valley bottom or other points below.

8. The consulting engineering team will need to confirm servicing capacities and alignment with the Master Development Agreement. A conceptual servicing agreement will be required prior to Final Adoption of the amending Bylaws.

9. The applicant has engaged an environmental consulting firm and has submitted a Habitat and Ecosystem Assessment (Attachment 6 – Sage Environmental, January 13, 2023). The study notes that "As impacts are anticipated, a full EIA (i.e. Environmental Impacts Assessment) will be provided prior to development". The Environmental Impact Assessment would provide a "detailed impact assessment as well as a summary of potential impacts, proposed mitigation and compensation measures". Such an impact assessment would be required and form part of the Environmental Development Permit review process.

10. Should the proposed OCP amendment and rezoning applications receive support from Council, a Development Permit for Environmental Sensitivity, Riparian Area, Steep Slope, and Wildfire Interface considerations will be required.

C. <u>Rationale:</u>

Administration supports the OCP and zoning amendment applications to proceed for further consideration for the following reasons:

- Alignment with the Regional Growth Strategy Bylaw which designates the property as a growth area;
- Reflects a refinement of the OCP and Neighbourhood Plan. The Okanagan Hills Neighbourhood Plan (and subsequent OCP designation as PARK) was adopted in 2004 and has not been updated since that time. The ownership arrangement of The Rise community has shifted and evolved over time. The proposed site and project are within the lands owned and controlled by the golf operator (Rencor Investments Ltd.);

- The proposal aligns with the Council Strategic Plan with respect to: promote and generate business development and tourism; ensure the community has the sport, recreation, health, and well-being resources necessary to support residents and attract visitors;
- Portions of the proposed spa location were originally planned to be developed as a golf practice and training centre which would have greater impact on the natural environment;
- Previous construction of The Rise golf course in environmentally sensitive areas has been completed and managed professionally (i..e use of wooden boardwalks near ponds);
- The proposal is intended to offer a new service at The Rise and forms part of their vision as they invest in improvements to the tourist destination;
- The proposed spa serves to expand the tourism options in the Greater Vernon area; and
- Additional approvals such as an Environmental and Hillside Development Permit and any Development Variance Permit, if required, will be ready for issuance prior to consideration of Final Adoption. Further, a conceptual servicing agreement shall be in place prior to Final Adoption of the amending Bylaws.

D. Consultation Plan:

1. Sec. 475 of the *Local Government Act* requires Council to decide how to consult with stakeholders before the public hearing on an OCP amendment. To date, the proposal for OCP and rezoning amendments have been referred to a variety of City Departments for review and input. The referral also included utilities, RDNO, Okanagan Indian Band, Archeology Branch, and the Ministry of Forests.

   Administration recommends referring the OCP and rezoning amendments to the Advisory Planning Committee (APC) and that the applicant be required to host a public open house, in addition to the statutory public hearing.

   Feedback from the above noted input opportunities will be summarized and brought forward for Council's consideration upon presentation of amending Bylaws for First and Second Readings.

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E. Attachments:

Attachment 1 – OCP Map
Attachment 2 – Neighbourhood Plan Map
Attachment 3 – Zoning Map
Attachment 4 – Applicants' Proposed Spa Development Brochure
Attachment 5 – Applicants' Detailed Proposal Description with Conceptual Site Layout
Attachment 6 – Executive Summary (Sage Environmental January 2023)

F. Council's Strategic Plan Alignment

☒ Governance & Organizational Excellence	☒ Livability
☒ Recreation, Parks & Natural Areas	☐ Vibrancy
☒ Environmental Leadership	☐ Not Applicable

G. Relevant Policy/Bylaws/Resolutions:

- OCP Bylaw 5470
- Okanagan Hills Neighbourhood Plan (Okanagan Hills Neighbourhood Plan – Plan Vernon Amendment Bylaw Number 4827, 2004)
- Zoning Bylaw 6000
- OCP Amendment Applications – Policy

BUDGET/RESOURCE IMPLICATIONS:

The exact cost implications are not yet available.

FINANCIAL IMPLICATIONS:

☒ None ☐ Budget Previously Approved ☐ New Budget Request
(Finance Review Required)

Prepared by:

X _____
Craig Broderick
Approving Officer

Approved for submission to Council:

_____
Peter Weeber, CAO

Date: _____

X _____
Terry Barton, Director
Director, Planning & Community Services

REVIEWED WITH

- ☐ Corporate Services
  - ☐ Bylaw Compliance
  - ☐ Real Estate
- ☐ RCMP
- ☐ Fire & Rescue Services
- ☐ Human Resources
- ☐ Financial Services
- ☐ COMMITTEE: APC (date)
- ☐ OTHER:
- ☐ Operations
  - ☐ Public Works/Airport
  - ☐ Facilities
  - ☐ Utilities
- ☐ Recreation Services
- ☐ Parks
- ☐ Current Planning
- ☒ Long Range Planning & Sustainability
- ☐ Building & Licensing
- ☐ Engineering Development Services
- ☐ Infrastructure Management
- ☐ Transportation
- ☒ Economic Development & Tourism

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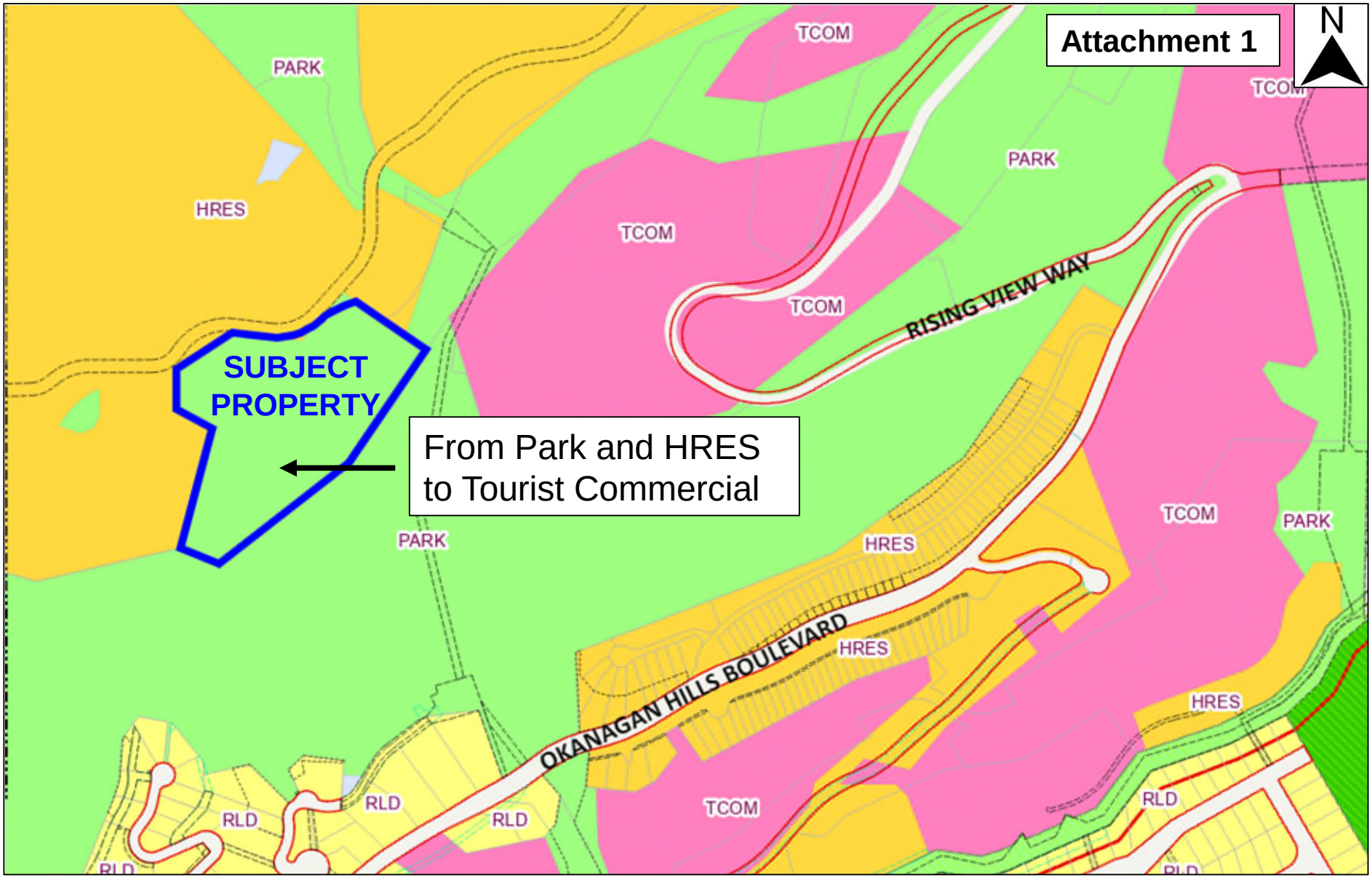
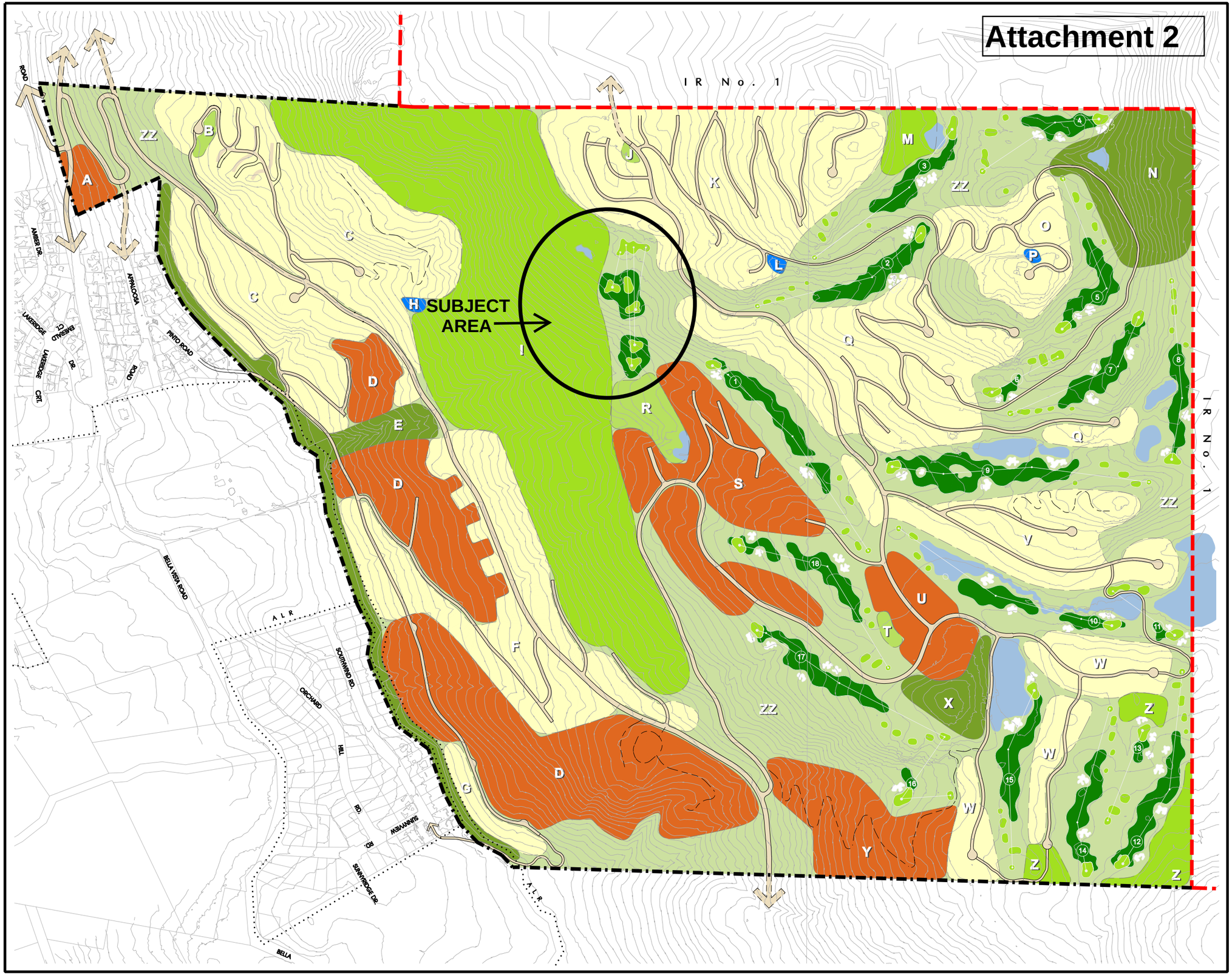


PARK – Parks & Open Space
RLD – Residential Low Density
TCOM – Tourist Commercial
HRES – Hillside Residential
ALR – ALR Lands

OCP Designation

OCP00099/ZON00399

Attachment 2



OKANAGAN HILLS NEIGHBOURHOOD PLAN

VERNON, BC

Schedule A
LAND USE PLAN

MARCH 2004

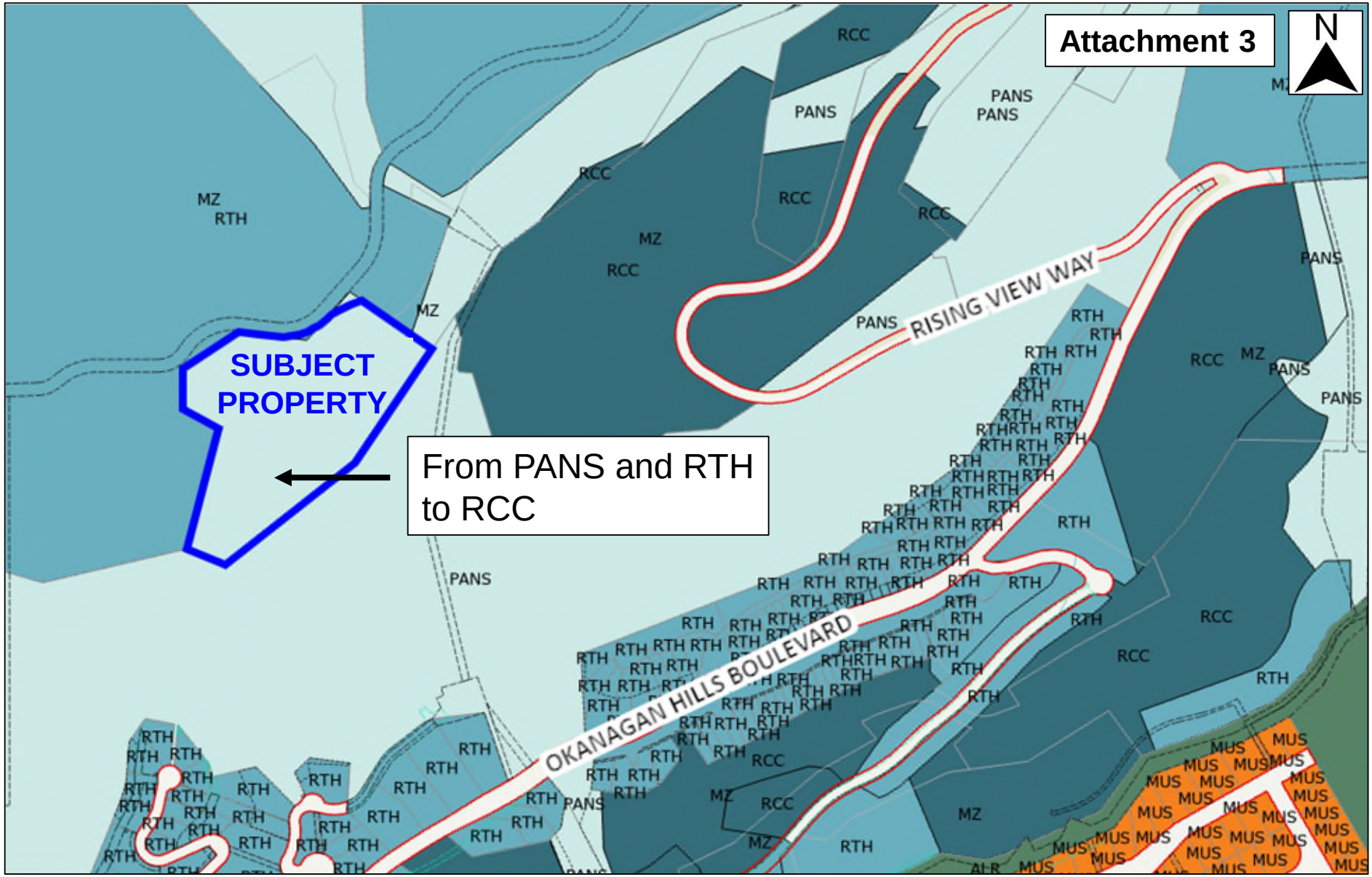
LEGEND

- City of Vernon Boundary
- Neighbourhood Plan Area
- Residential Low-Density
- Tourist Commercial
- Public Park
- Environmental Reserve
- Resort Park
- Conservation Areas
- Golf Course
- Public & Institutional
- Proposed Roadways

ORIGINAL SCALE 1:7500

0 30 90 150 300 M

CITY OF VERNON
BRITISH COLUMBIA



PANS – Parks & Natural Spaces
RCC – Resort Commercial Centre
RTH – Resort Tourist Housing
ARL – Agricultural Land Reserve
MUS – Multi-Unit: Small Scale

Zoning

OCP00099/ZON00399

The Rise Nordic Spa

The Rise Nordic Spa offers a distinctive four-season hydrothermal experience, catering exclusively to adults seeking a healthy outdoor wellness experience. Nestled in the breathtaking Okanagan Mountains, the Rise Nordic Spa offers panoramic views of the pristine lake below, where guests can revel in the beauty of nature while forging meaningful connections with their fellow guests. Combining time-honored rituals with natural spa therapies guests are provided with unparalleled opportunities for rejuvenation, relaxation, and healing.

The Rise Nordic Spa

Capturing vibrant and breath taking views, the hydrotherapy trail in The Rise Nordic Spa, leads you to a place in nature where you can find rest and rejuvenation in an environment that is in harmony with the lake below and surrounding mountains.

Discover specialty saunas, steam rooms, vitality pools featuring therapeutic waterfalls, indoor and outdoor luxury lounge spaces, unique and distinctive wellness experiences as well as a Kneipp Foot Bath gently flowing through the spa like a mountain steam.

1. QUIET ZONE

- Hot Vitality Pool
- Warm Mineral Pool
- Grounding Meditation Path
- Grounding Cave
- Steam Room
- Snow Cave
- Sauna

2. SOCIAL ZONE

- Hot Vitality Pool
- Warm Mineral Pool
- Cold Plunge Pool
- Salt Scrub Station
- Mineral Clay Experience
- Saunas
- Steam Rooms
- Salt Inhalation
- Energizing Misting Showers
- Bucket Showers

3. REPLENISH ZONE

- Warm Saltwater Pool
- Wellness Cafe
- Outdoor Fireside Lounge
- Indoor Resting Lounge

Water

Hot + Warm

Mineral Water elements, such as vitality pools provide a therapeutic whole-body experience that promotes relaxation, stress relief and can boost the immune system while capturing the added benefits of the sea.

Hot Pool

Temperature: 34°C to 40°C

Complete immersion of the body in hot water, serves to relax muscles, decrease soreness and provide stress relief.

Warm Pool

Temperature: 32°C to 36°C

The gentle warmth of this pool provides health benefits, including calming the nervous system, and providing relief of muscle pain, fatigue, and stress.

Air Bubble Massage

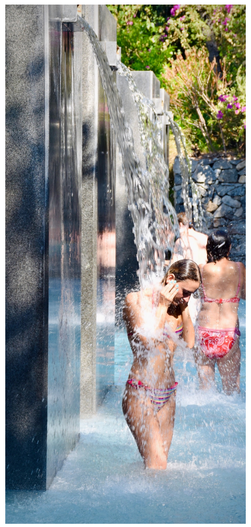
The buoyancy of the water in connection with countless, sparkling air bubbles puts the body in a state of suspension promoting relaxation of the body and mind.

Hydro-Massage

Water jets provide a gentle and soothing massage. The use of different water pressure placed at different heights enables the targeted massage of individual body parts such as the back and leg muscles as well as the foot reflex zones.

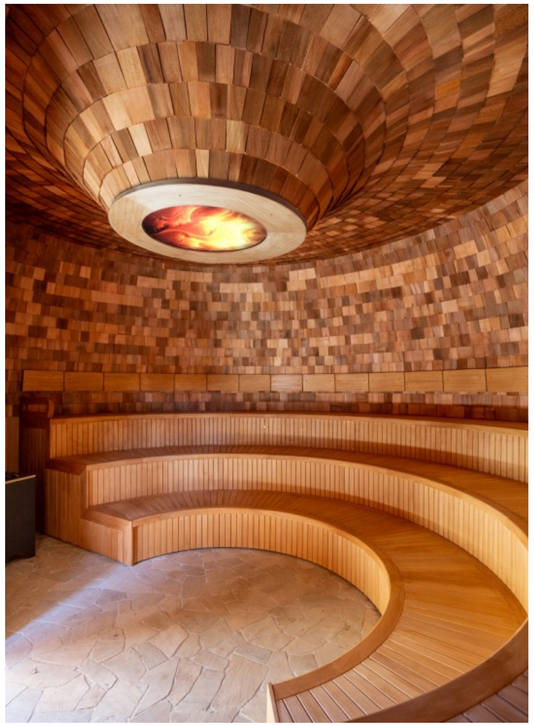
Waterfalls

Waterfall features are designed for a perfect massage of the upper body, neck and shoulders – refreshing, relaxing, and stimulating the circulation.



Saunas

Hot Experiences



Communal Banya Sauna
Temperature: 60°C to 90°C
Humidity: 60% to 70%

Experience a blast of humid heat as essential oil infused water is poured over hot rocks. As the air warms, the mind will relax, muscle tension will subside, and the detoxification process will begin.

Bio Sauna
Temperature: 50°C to 60°C
Humidity: 45% to 65%

The gentle warm air of the sauna will surround the body immediately relaxing and easing muscle tension.
As the body temperature rises, circulation will boost, and toxins will be flushed from the body, and boost the immune system.

Saunas

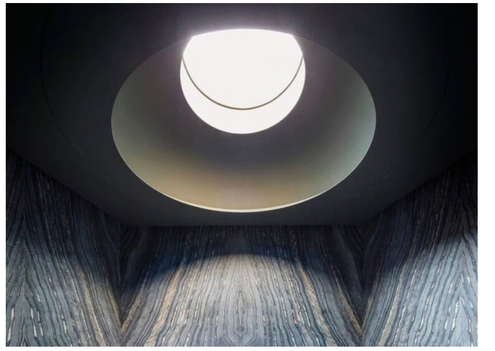
Hot Experiences

Sky Sauna
Temperature: 60°C to 90°C
Humidity: 60% to 70%

Ladle essential oil infused water onto the warming rocks and as the vapours rise, so does your gaze. As you watch the airy skies above, let the body be enveloped by powerful heat stimulus. Muscle tension will subside as the body's circulation is boosted promoting relaxation and detoxification.

Herbal Inhalation Sauna
Temperature: 50°C to 60°C
Humidity: 45% to 65%

The gentle warm air of the sauna heats a special blend of local dried herbs of sage and lavender releasing an infusion of essential oil vapours that surround the body immediately relaxing and easing muscle tension. As the body temperature rises, circulation will boost, and toxins will be flushed from the body, and boost the immune system.



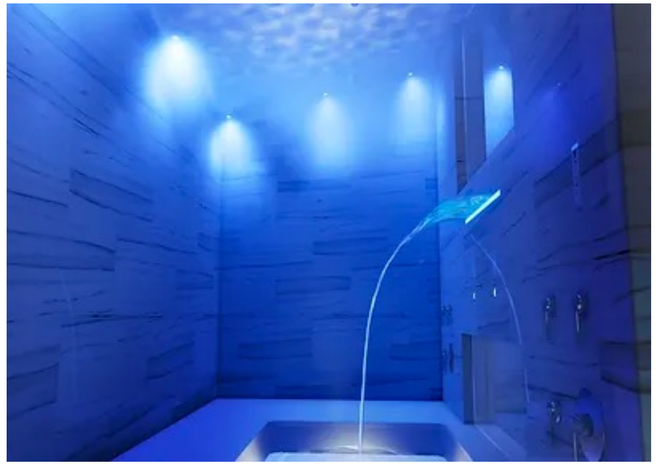
Steam Room

Hot Experiences

Lavender Steam Room
Temperature: 40°C to 47°C
Humidity: 100%

Purifying steam combined with a blend of essential oils will envelop the body in an intensive warmth and humidity which will aid in muscle relaxation, detoxification, and deliver positive moisturizing effects on the skin.

Within the steam room, a cascading cold-water wall is only steps away providing the perfect contrast bathing experience. The alternating of hot and cold, using the water wall ensures that a good supply of blood is pumped through the veins, helping to flush toxins and regulate the blood.



Steam Room

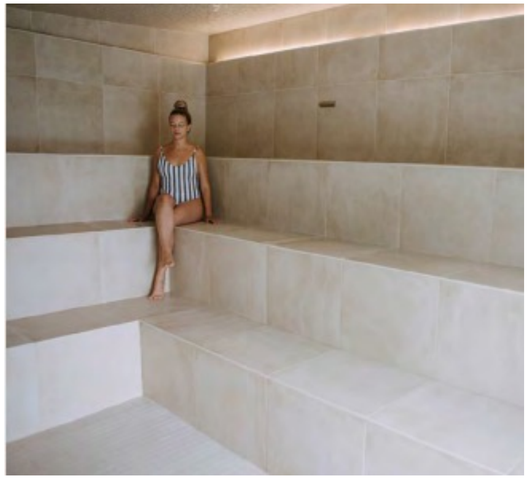
Hot Experiences

Smokey Sage Steam Room
Temperature: 40°C to 47°C
Humidity: 100%

Surrounded by rich, thick smoke-like steam and the scents of sage, experience an otherworldly atmosphere as you lose place and time in the Smokey Sage Steam Room.

Steam produces fine droplets of water that when they meet the air, provide a negative, energized charge allowing bathers to absorb the negatively charged oxygen ions, which can stimulate the metabolism, bringing about increased energy.

Steam rooms offer similar benefits to saunas at a less intense heat and with added moisture in the air.



Cold

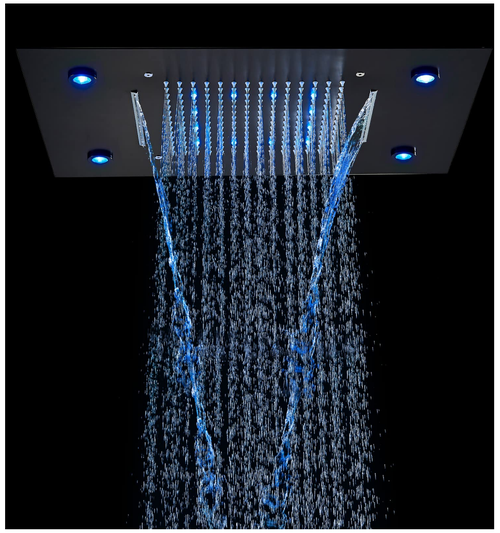
Cold Experiences

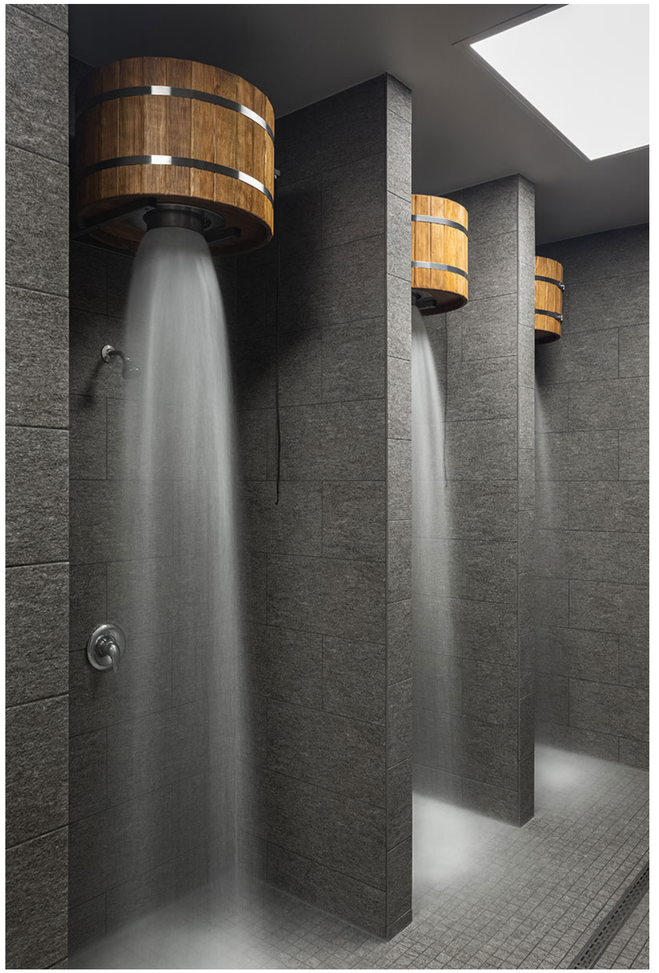
Cold Plunge
Temperature: 5°C to 20°C

A quick dip into the chilled waters causes a release of endorphins and hormones with analgesic properties. The cold-water immersion numbs the nerves around the joints and muscles and is believed to stimulate the immune system.

Cold Showers
Temperature: 5°C to 20°C

With a little courage, discover the restorative effects that comes from the cold. Experience the essence of chilled glacier water with a refreshing full-body sensation of an icy cold shock to the skin with a Glacier Mist or Bucket Shower. Circulation is enhanced and blood flow is stimulated.





Cold

Cold Experiences

Snow Cabin
Temperature: 0°C to -10°C

Experience the joys of winter all year round.

Just like traditional ice houses of years gone by, this building is designed to stay cold in all seasons.

After spending time in a sauna, steam room, or hot pool, experience a skin-tingling and refreshing cold experience in a winter wonderland of soft, powdery snow. This natural way to cool off not only promotes blood circulation but also has a beneficial effect on the lungs and airways.

Distinctive Elements

Salt Cave

Salt Cave
Temperature: 19°C to 21°C
Humidity: 25% to 30%

Take 20-30 minutes to recline and relax in the therapeutic Salt Cave. Salt therapy, also known as Halotherapy (Halo is the Greek word for salt) has a wide range of benefits. Salt levels affect our cell activity, energy, and blood sugar levels. A natural disinfectant, salt is antimicrobial, and antibacterial. Himalayan Salt is a healthy pure sea salt that contains 84 elements and trace elements found in the human body.

The calming and detoxifying effects of halotherapy can support the immune, nervous, and lymphatic systems. Additional benefits are reduced stress and headaches, increased energy, and better sleep patterns.

Salt ions purify the air and may increase lung capacity and reduce physical ailments. Treatments are recommended throughout the year and especially during the flu or allergy seasons the to help keep the body healthy.

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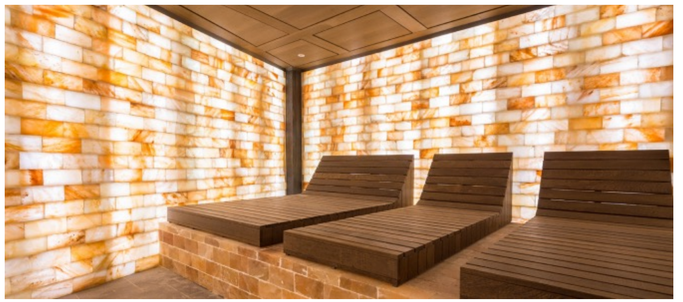


Distinctive Elements

Back to Earth
Grounding Cave

Back to Earth Grounding Cave
Temperature: 38°C to 42°C
Humidity: 50% to 80%

Connect with the Earth's natural healing energy.

The Earth’s electrical field, restores your body's natural electrical field. The positive shift you feel is the beginning of process in which your body becomes recharged from the multitude of Earth's electrons when direct contact is made.

Grounding, also know as Earthing, helps to improve circulation and blood flow, aiding the healing process through the delivery of oxygen and nutrients to tissues throughout the body.

This is Earthing, a simple, safe and natural healing process that neutralizes free radicals, reduces inflammation, improves sleep and energizes the body.

Distinctive Elements

Kneipp Meditation Stream Foot Path

Kneipp Meditation Stream Foot Path

Temperature: 12°C and 40°C

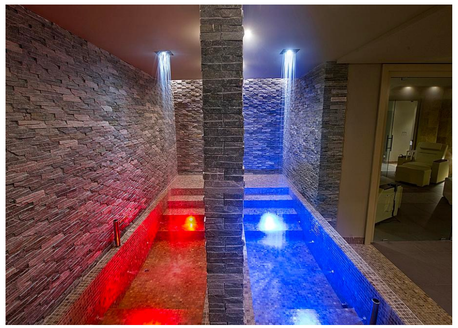
Take the trail less travelled with the Kneipp Hydrotherapy contrast foot path.

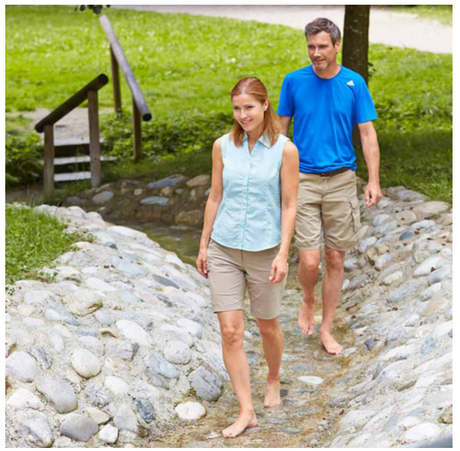
Breathe deeply and allow your senses to experience the calm and quiet felt amongst the sage and lavender forests. Observe nature and let the soft sounds of trickling water as it gently flows downstream guide you on the therapeutic Kneipp Meditation Stream Foot Path.

The river stones and pebbles at the base of the Kneipp Path gently massages the soles of the feet as you walk through the warm and cool waters.

This therapeutic contrast foot bathing experience promotes blood circulation, relaxes the mind and massages the soles of the feet.

Repeat this cycle several times for maximum benefit.





Distinctive Elements

Salt Scrub Station

Salt Scrub Station
Temperature: 38°C to 42°C
Humidity: 50% to 80%

Enjoy an invigorating and cleansing experience at the Salt Scrub Station.

Revitalize your skin with a soothing salt scrub rich in minerals and hydrating essential oils. Exfoliating with salt, increases circulation and gives skin a natural glow. It detoxifies and stimulates the skin, draws out toxins and impurities leaving the skin looking smoother and brighter.

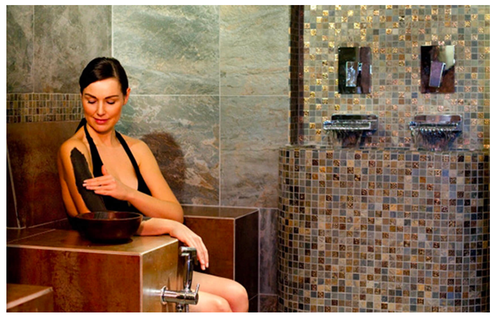
It is recommended to visit the Salt Scrub Station prior to enjoying the Mineral Clay Experience to prepare your skin and ensure maxim absorption of the nourishing minerals found in the Glacial Clay.

Distinctive Elements

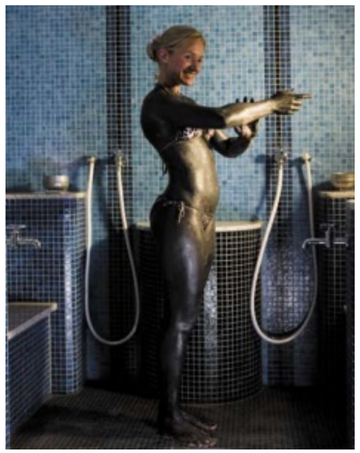
Mineral Clay Cabin

Mineral Clay Cabin
Temperature: 38°C to 42°C
Humidity: 50% to 80%

Gather in the Mineral Clay Cabin and allow the hot air temperature to relax the body and mind. This communal bathing experience is a social and connecting with one another is encouraged.



The Mineral Clay Mud is PH neutral and gentle to use on all skin types. Apply the warm mud to your face and body. Recline, rest and relax on the heated loungers, allowing the natural properties of the product to nourish and remineralize your skin.

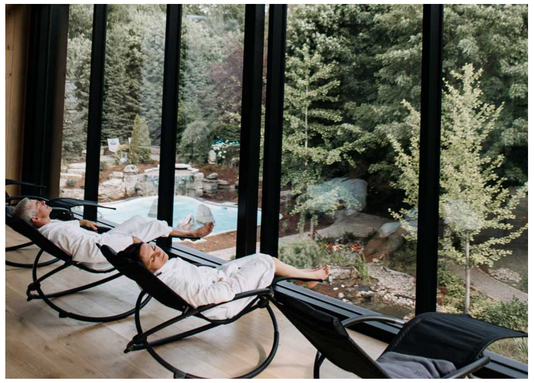


The hot air combined with the warmth of the heated loungers, relieve muscle pain and promote relaxation, while the high humidity produces intense sweating, which amplifies the detoxifying cleansing power of the mud.

Before experiencing the Mineral Clay Cabin, begin with a cleansing steam shower, followed by a brisk salt scrub and refreshing misting shower.

Resting Areas

Indoor



Resting Areas

Outdoor

Contact

Jennifer MacInnis

jennifer@macinnisconsulting.com

+403.431.0035

Development Proposal

While the initial plans for the area were to build a driving range to support the golf course, we would now like to keep the area more natural and less disturbed and build a Nordic spa within the hills. The smaller development would help preserve the natural rugged beauty of the landscape. The plan is to make the area assessable to visitors and guests and yet to completely avoid and protect sensitive environmental areas. Boardwalks will be created to travel around and within the spa.

The pools and steam rooms will be within a two-acre area and the main goal is to integrate them with nature for a holistic and natural spa experience. Electric carts will bring guests to the spa area and no additional roads for vehicles will be added. The goal is to maintain the natural beauty and to not disturb any of the sensitive areas identified on the environmental report.

The architecture of the spa will be minimalist and natural. The sloping roofs of the current buildings at The Rise will be continued and the spa buildings will seek to fit into the existing landscape and appear completely embedded. All transportation to the spa will be done on foot or by electric cart.

Our goal is to offer a wellness area for residents of Vernon and visitors to the Okanagan that will offer them the extraordinary views and magnificent natural landscape and will enhance their sense of wellbeing as they engage with our spa and massage therapists. Instead of clearing trees and changing the slope to suit a driving range, we fell that a more embedded and natural plan for a spa will better enhance the beauty and services at The Rise.

After consulting with the environmental company Sage, we have identified areas that are sensitive and will avoid and protect those areas. As you can witness with the golf course, we not only protected sensitive areas but enhanced areas that had been neglected. A former dead lake is now a thriving living waterbed full or ducks, fish, and turtles. It is our goal to enhance this area so that guests may walk around and visit the spa while experiencing the beauty of the area without causing any harm. We will also have parking for bicycles in our car free spa area.

As Vernon seeks to enhance tourism as well as wellness for residents and guests, this development will provide both. The Rise would like to expand to attract guests who value and respect the outdoors and their health and are seeking positive ways to engage with nature and the beautiful Okanagan area. It is our belief that we will make this area a more welcoming spot not only for guests but also for the many wild birds and animals that currently live among us at The Rise.

Rationale for Site Selection

We selected this location for the Nordic spa based on careful consideration of environmental, aesthetic, and community values, prioritizing preservation and enhancement of the natural landscape over more intensive development options. Below are the key reasons for this choice:

1. **Minimal Environmental Impact**
    - The selected area is naturally suited to a Nordic spa due to its rugged terrain and existing vegetation, which lend themselves to a tranquil, immersive nature experience. Unlike other areas on the property, this site requires minimal clearing or alteration, preserving the ecological integrity of the landscape.
    - By avoiding construction in sensitive zones identified in the environmental report, we are actively protecting habitats for local flora and fauna.
2. **Commitment to Sustainability**
    - Original plans to construct a driving range in this area would have required significant clearing, leveling, and reshaping of the land, which we have opted to avoid in favor of a smaller-scale, nature-integrated project.
    - Boardwalks and pathways will be designed to allow visitors to explore the spa and surrounding areas without impacting sensitive groundcover or wildlife corridors.
3. **Holistic Integration with Nature**
    - The spa's pools and steam rooms will be confined to a compact two-acre area, ensuring the development harmonizes with its surroundings rather than dominating them.
    - The architectural design will blend seamlessly with the landscape, using natural materials and sloping roofs to create an embedded, non-intrusive appearance.
4. **Transportation and Access**
    - The project avoids the need for additional vehicle infrastructure by exclusively utilizing electric carts for transportation to and from the spa area. This reduces emissions and preserves the tranquil environment. Bicycle parking will also be available to support sustainable transit options.
5. **Enhancement of Visitor Experience**
    - The location offers unparalleled views of the Okanagan Valley, ensuring visitors can fully appreciate the natural beauty of Vernon while engaging in wellness activities.
    - By choosing this site, we create a unique wellness offering that appeals to residents and tourists, aligning with Vernon's goals to enhance both tourism and community wellbeing.
6. **Commitment to Environmental Stewardship**
    - The Rise has a proven history of rehabilitating neglected areas. For example, the transformation of a "dead lake" into a thriving aquatic habitat demonstrates our commitment to improving ecological health.
    - This project will follow similar principles, ensuring that any development enhances, rather than detracts from, the environment.
7. **Strategic Alignment with Vernon's Vision**
    - This spa supports Vernon's objectives to promote sustainable tourism, attract wellness-focused visitors, and enhance recreational opportunities for residents.
    - By creating a car-free, eco-friendly wellness retreat, we align with regional goals to showcase the Okanagan as a destination that values health, nature, and sustainability.

Conclusion
Our proposed Nordic spa prioritizes the preservation of the area's natural beauty while providing an exceptional amenity for residents and visitors. It demonstrates our commitment to sustainable development, environmental stewardship, and the wellbeing of both people and wildlife. By selecting this location, we can offer a unique, immersive experience that complements the vision of The Rise and supports the broader goals of Vernon as a community.

Communication Plan

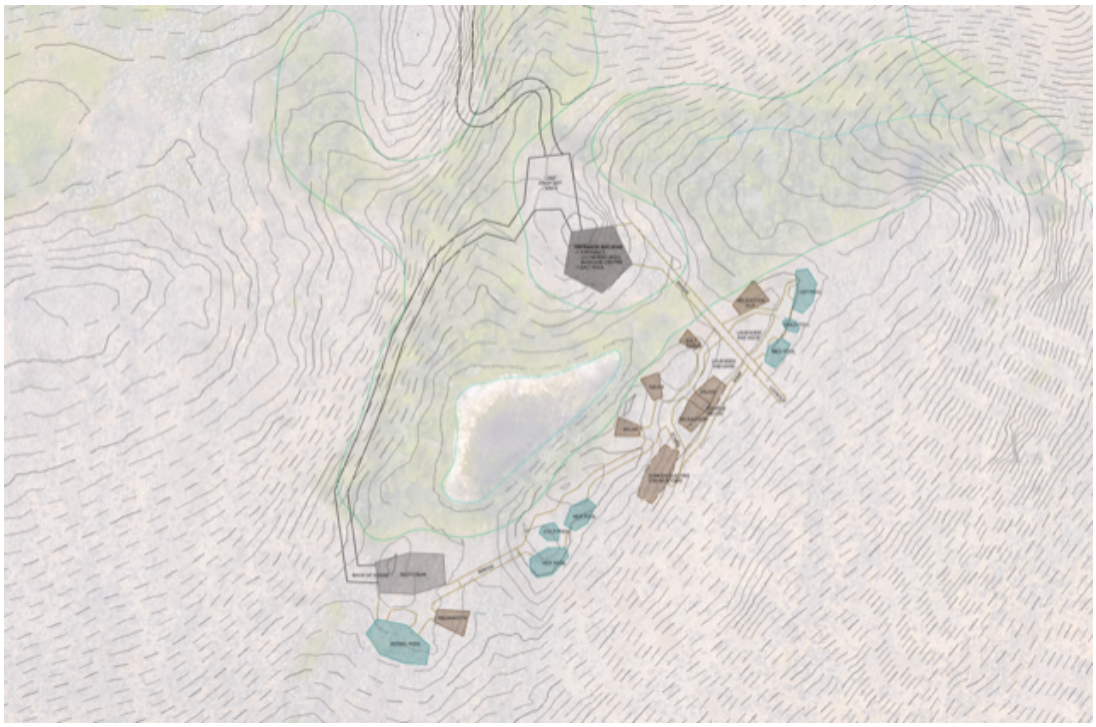
Our goal is to be open and transparent with the community and the city as we move forward with our exciting plans for The Rise. While we believe that the spa would add much value and a wellness experience for locals and tourists alike, we want to ensure that all questions and queries are answered immediately. Here are steps we will take to ensure great communication during development:

- Work closely with the city to follow protocol for communications, open houses and engagement
- Create a website that provides the information and updates on a regular basis
- Be available for conversations with concerned or curious parties if they would like a personalized response to questions
- Respond to serious concerns with action plans to help mitigate those concerns or issues
- Create a local strategy that ensures that locals feel welcome and included at the resort. We will have special pricing and offers available for Vernon residents.

Footage of the area

https://therisegolf-my.sharepoint.com/:v:/g/personal/chad_therisegolf_ca/EeubbnL5CZtPk-tXN2slYkYBRipsU1Ys-G5N1ZbtomJoSA?e=JdXcUr

Possible layout (however this will be updated to include the latest environmental report)



Additional Information

DEVELOPMENT OVERVIEW

Development Concept

The proposed Nordic Spa will be located on a 10-acre parcel of land adjacent to The Links Golf Course and Event Centre in Vernon, BC. An estimated 2-acres of the area would be developed for the outdoor and indoor spaces of the Nordic Spa with the remaining land areas to be developed later should stakeholders wish to expand.

The Nordic Spa will be positioned as a year-round outdoor wellness experience combining the grounding and healing benefits of being in nature with the clinically proven benefits of contrast therapy using hydro and thermal elements.

The adult only (16-years and older) Nordic Spa will provide a welcome escape from the rigors of everyday life. The spa will combine ancient rituals and natural spa therapies for maximum benefit. Nordic Spa is not just about beauty; it is about rejuvenation, relaxation, and healing.

Working with the sites distinctive landscape, the spa elements will be positioned to capture the stunning views of the surrounding hills and Lake Okanagan. The Nordic Spa will be nestled into the rolling hills and will capitalize on the unique features of the land to create distinctive zones within the spa.

Meandering boardwalks and paths will connect several zones located within the spa. Each zone will offer the complete hydro and thermal therapy cycle of hot, cold, and rest experiences. The various zones will provide a relaxing and inspiring environment where visitors will be able to enjoy quiet and reflective spaces in some areas, while a communal atmosphere where connection and conversation will be encouraged in other zones.

In addition to the traditional hot and cold experiences, unique elements such as Grounding Caves, Grounding Meditation Pathways, Snow Room, Salt Inhalation Room, Glacier Mud Experience, and Self-Salt Scrub Stations will be offered to further enhance the visitor's well-being and experience.

The Nordic Spa will provide visitors, both residents and tourists alike the opportunity to turn to nature, giving themselves the gift of time to slow down and take time to replenish the rejuvenate their minds, body, and spirit. Existing industry data and current operating knowledge reveals that many residents and tourists visit Nordic Spas multiple times a year, providing a tourism driver to the region throughout all four seasons.

Development Components

Main Building

* The main and largest building will be located at the North end of the site with proximity to The Rise Event Centre and parking area
* This building will include a reception area, retail boutique, female, and male change rooms, as well as treatment rooms
* The Change Rooms will provide lockers, showers, restrooms, and grooming stations.
* The female change room will feature 195 lockers and the male change room will feature 130 lockers for a total of 325 lockers.
* The change rooms will require a minimum of 3,250 square feet as it is recommended to allow for 10 square feet per locker
* A total of 10 Treatment Rooms will be offered with two rooms being able to accommodate couple massages. The Treatment Room total area, including staff dispensary, linen storage, guest waiting area and restrooms will be approximately 2,300 square feet.

Hydrotherapy Experiences

* The hydrotherapy experiences are therapeutic water elements at varying temperatures that including pools, waterfalls, and bucket showers
* These elements will be located throughout the several zones and include:
    - 2 Hot Pools
    - 2 Warm Pools
    - 2 Cold Plunge Pools

Thermotherapy Experiences

* The thermal therapy experiences offer therapeutic relatively dry wellness experiences including various saunas, inhalation rooms, salt room, steam rooms, cold room, and grounding caves.
* These elements will be located throughout the several zones and include:
    - Aromatherapy Steam Room
    - Eucalyptus Steam Room
    - Stone Bath Sauna
    - Infrared Sauna
    - Barrel Saunas
    - Finnish Sauna

Unique Experiences

- To further enhance the visitor's well-being and experience, unique elements will be located throughout the several zones and include:
    - Halotherapy Salt Cave
    - Grounding Cave
    - Snow Cave
    - Glacier Mud Cabin
    - Salt Scrub Station
    - Meditation and Grounding Path Circuit
    - Ice Fountains
    - Cold Bucket Showers

Resting Experiences

- Areas for quiet reflection and even napping
- These elements will be located throughout the several zones and include:
    - Indoor Lounge Spaces with Fireplaces
    - Indoor Lounge Spaces with Sound Therapy
    - Outdoor Lounge Spaces (hammocks, swings, yoga platforms)
    - Outdoor Fireside Lounge Spaces

Treatment Experiences

- The Nordic Spa will include 10 treatment rooms with two room offering couple's massages. The treatment rooms will be located with the Main Building
- Massage services in 60-minute durations will be offered to compliment the hydro and thermal therapy cycles, aiding in promoting relaxation, rejuvenation, and recovery
- Massage services will include:
    - Therapeutic / Deep Tissue
    - Swedish / Relaxation
    - Aromatherapy
    - Hot Stone
    - Shiatsu
    - Reflexology

Food + Beverage

- A vibrant Wellness Café will be located within the spa site providing 50-seats
- The Event Centre Food + Beverage team will oversee the creation and delivery of the Wellness Café menu
- Fresh, healthy, nourishing, and delicious menu items will be offered throughout the hours of operation at the Nordic Spa

Proposed Nordic Spa Facilties

	Units	Square Feet/Unit	Total	Capacity
Spa Facilities				
Change Rooms	2	1800	3600	
Reception	1	500	500	
Retail	1	200	200	
BOH	1	750	750	
Total			**5,050**	
Treatment Rooms				
Single	8	100	800	8
Double	2	150	300	4
Waiting Lounge	1	200	200	12
BOH	1	1000	1000	
Sub-total			**2,300**	**24**
Café				
Seating Area	1	1600	1600	50
BOH	1	500	500	
Sub-total			**2,100**	**50**
Hydrotherapy + Thermotherapy Facilties				
Saunas	2	200	400	12
Steam Rooms	2	121	242	18
Salt Room	1	150	150	4
Snow Room	1	150	150	4
Salt Scrub Station	1	150	150	4
Glacier Mud Cabin	1	250	250	12
Grounding Meditation Path	1	500	500	
Pools - Cold	2	125	250	21
Pools - Warm	2	420	840	42
Pools - Hot	2	420	840	42
Pool Decks	1	1000	1000	
Lounge Area - Indoor	2	500	1000	31
Lounge Area - Outdoor	2	500	1000	31
BOH	1	250	250	8
Mechanical	1	500	500	16
Sub-total			**7,522**	**245**
Total			**16,972**	**295**

Source: MacInnis Spa Consulting

Location Description

Vernon is the commercial hub of the North Okanagan, found nestled in the grassland hills and surrounded by three lakes. Vernon's well-educated population is adventurous, active, and embraces the outdoors. This family-friendly community offers more than 100 lakes within a 1-hour drive, world-class golf, mountain and wellness resorts, beaches and outstanding hiking and biking trails. As of 2022, Vernon's permanent residents numbered approximately 45,000 with an additional 2,000 seasonal residents and a regional population of 90,850. Within a 1-hour drive south of Vernon is the city of Kelowna. Kelowna's population is 143,000.

Location Considerations

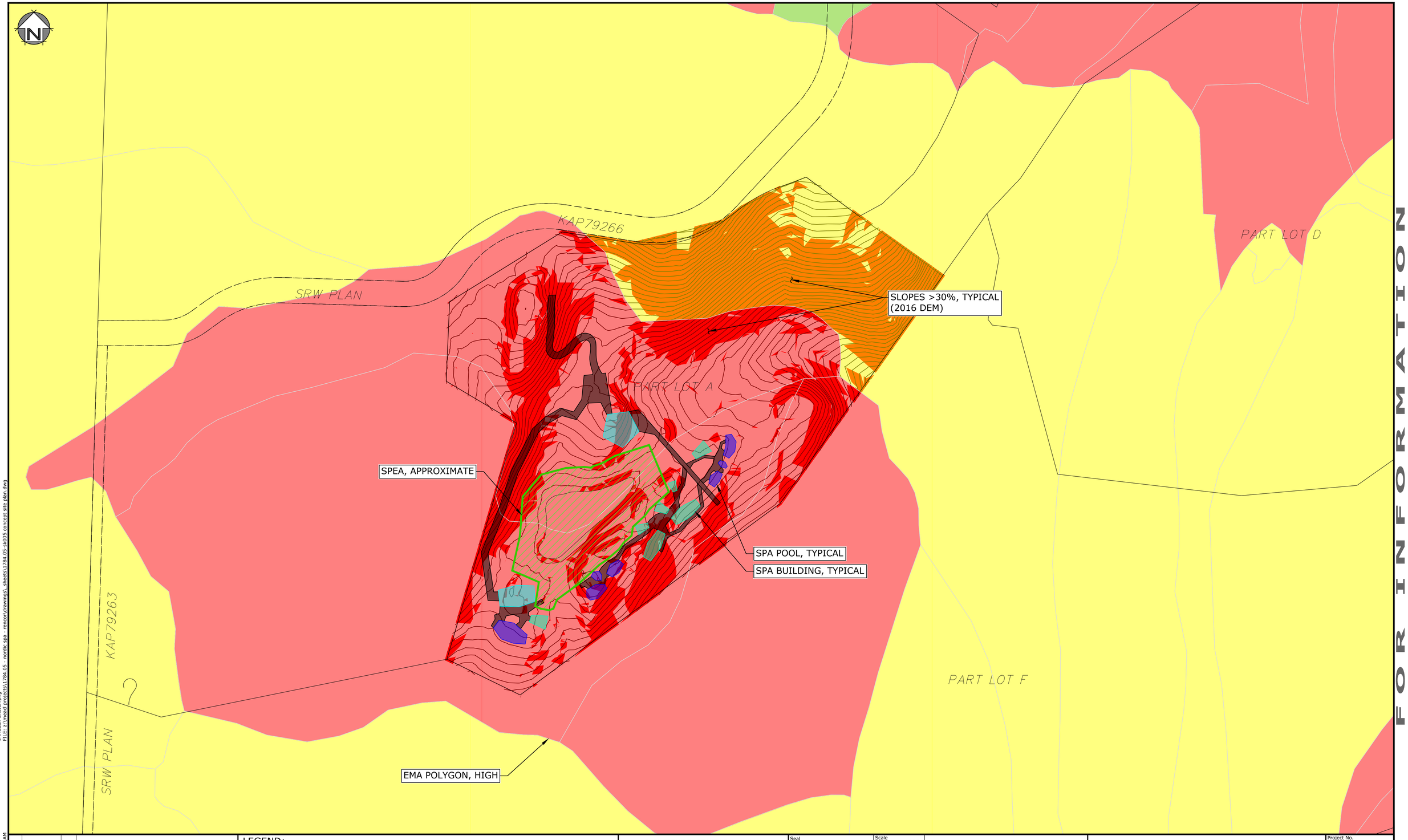
For a Nordic Spa development, the key considerations are:

- Access to and from major transportation routes
- Minimum of 2 acres for the site allocating at least 1-acre for pools and buildings
  - Additional use of site land allows for complimentary activities including golf, hiking, biking trails, and cross-country skiing on the golf course in the winter months
- Closeness to accommodations (Hotels, Airbnb, Cottage Rentals)
- Closeness to tourist infrastructure such as restaurants, golf courses, ski resorts, and other attractions

The site location for the proposed Nordic Spa is in Vernon, BC and 1000 feet above Okanagan Lake, with generous land areas and dynamic views. Located 10 km due west of Highway 97 and the town center, this location provides excellent access to and from transportation routes and is 39 minutes from the Kelowna International Airport. The elevation of this location provides the isolation and seclusion and ensures the impact of highway noise and pollution would be minimal.

The total site is 10-acres (only 2-acreas to be developed) providing exceptional land areas. The proximity to support amenities and tourist attractions in the area is good and the site will benefit from their vicinity.

The natural topography of the land areas, the elevation, vibrant views, and access to The Rise Golf Course services (water, sewer, power) makes the site an ideal location for a Nordic Spa development.



FOR INFORMATION

XREFS: 1784.05-LEGL-E.dwg 1784.05-SURF-2016DEM.dwg 1784.05-EMA Polygons.dwg 1784.05-O2 Rubber Sheet Outline.dwg 1784.05-SPEA (Approximate).dwg 1784.05-Rezoning.dwg
IMAGES: Sketch.png
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LAYOUT: SK005
PLOTTED: 2024-10-24 - 11:35 AM

Rev.	Date	By	Description
A	2024-OCT-24	CFB	FOR INFORMATION
A	2023-APR-04	CFB	FOR INFORMATION

LEGEND:

- EMA POLYGON, LOW
- EMA POLYGON, MEDIUM
- EMA POLYGON, HIGH
- SLOPES >30%
- SPEA

EGBC PERMIT TO PRACTICE No. **1001446**

MONAGHAN
ENGINEERING & CONSULTING LTD.

3710B 28th Street, Vernon, BC, V1T 9X2
Ph: (250) 503-1023
Fax: (250) 503-1024

Seal

Scale 1:1000
Date MAR 2023
Designed -
Drawn CFB
Checked -

RENCOR INVESTMENTS

THE RISE - NORDIC SPA

CONCEPT SITE

PLAN

Project No. 1784.05
Client File No. -
Sheet No. 1 OF 1
Drawing No. SK005
Rev. A

Executive Summary

Sage Environmental Consulting Ltd. (SEC) has been retained by Rencor Investments Ltd. (Client) to provide a Habitat and Ecosystem Assessment for a proposed Nordic Spa location at 8800 Rising View Way, Vernon, BC (the project area). The proposed development is within the City of Vernon, Okanagan Hills Neighbourhood Plan as defined by the City of Vernon Official Community Plan 2013, Bylaw #5470[1]. Land use in this assessment area is currently zoned as P5 – Private Park under the City of Vernon Zoning Bylaw #5000 (2003). The Client is proposing to change the zoning to RTC-a – Resort Commercial and Residential. The scope of work for this assessment is defined by the City of Vernon's Environmental Management Area (EMA) Strategy[2] Appendix 6, for assessment requirements prior to rezoning.

The Site is mapped within one ESA 2 (moderate) and three ESA 1 (high) Environmental Management Area (EMA) polygons. The initial assessment found the overall quality of the grassland habitat polygons would remain ranked as ESA 1 and ESA 2, however due to weedy encroachment within the wetland, a more detailed assessment of the quality and condition of the wetland habitat will be included in the full EIA report.

The recommendations outlined below are part of the re-zoning application submitted to the City of Vernon by the Client for the purposes of future development of the subject Property. Initial assessment of the site has determined the following:

- Further habitat assessments include: Western rattlesnake, Great basin gophersnake and American badger den searches, painted turtle assessment and western harvest mouse night catch should be conducted in spring 2023 – ***INITIAL ASSESSMENT COMPLETED (Spring 2023)***
- An auditory assessment for great basin spadefoot should be conducted in spring 2023 – ***INITIAL ASSESSMENT COMPLETED (Spring 2023)***
- Setbacks for the wetland marsh (WN:ms) have been determined based on Riparian Areas Protection Regulation (RAPR) assessment methods and are included in the site map (Appendix II, Figure 2)

As impacts are anticipated, a full EIA will be provided prior to development.

It is the opinion of the undersigned that if the proposed rezoning is successful, and if the proposed recommendations for further assessment and Environmental Impact Assessment report are completed by the Client, that the proposed development will meet the objectives of the City of Vernon OCP. This does not suggest that previous works done on the site have met these criteria, but provides a path forward based on the current state of the Site and the Vernon OCP guidelines from the point of SEC engagement in the project.

This Executive Summary is subject to the same standard limitations as contained in the report and must be read and interpreted in conjunction with the entire report.

[1] City of Vernon, 2013. Official Community Plan 2013 Bylaw #5470. https://www.vernon.ca/government-services/bylaws/official-community-plan-2013-bylaw-5470
[2] City of Vernon, 2008. Environmental Management Areas Strategy. https://www.vernon.ca/sites/default/files/docs/bylaws/OCP/environmental_mgmt_strategy.pdf

THE CORPORATION OF THE CITY OF VERNON

BYLAW 6042

A bylaw to amend the City of Vernon's Official Community Plan Bylaw 5470

WHEREAS the Council of the Corporation of the City of Vernon has determined to amend the "Official Community Plan Bylaw 5470, 2013";

AND WHEREAS all persons who might be affected by this amending bylaw have, before the passage thereof, been afforded an opportunity to be notified on the matters herein before the said Council, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto;

NOW THEREFORE the Council of the Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **"8800 Rising View Way Official Community Plan Amendment Bylaw 6042, 2025".**

2. That Schedule "A" of Official Community Plan Bylaw 5470 is hereby amended as follows:

   That the following legally described lands be redesignated from **"PARK" and "HRES – Hillside Residential" to "TCOM – Tourist Commercial"**

Legal Description: **A portion of: LOT A, PLAN EPP19505, SECTION 6, TOWNSHIP 8, ODYD and SECTION 32, TOWNSHIP 9** **(8800 Rising View Way)**

and by changing the Official Community Plan Map accordingly, all in accordance with the area outlined in bold, as shown on Schedule “A” attached to and forming part of this bylaw.

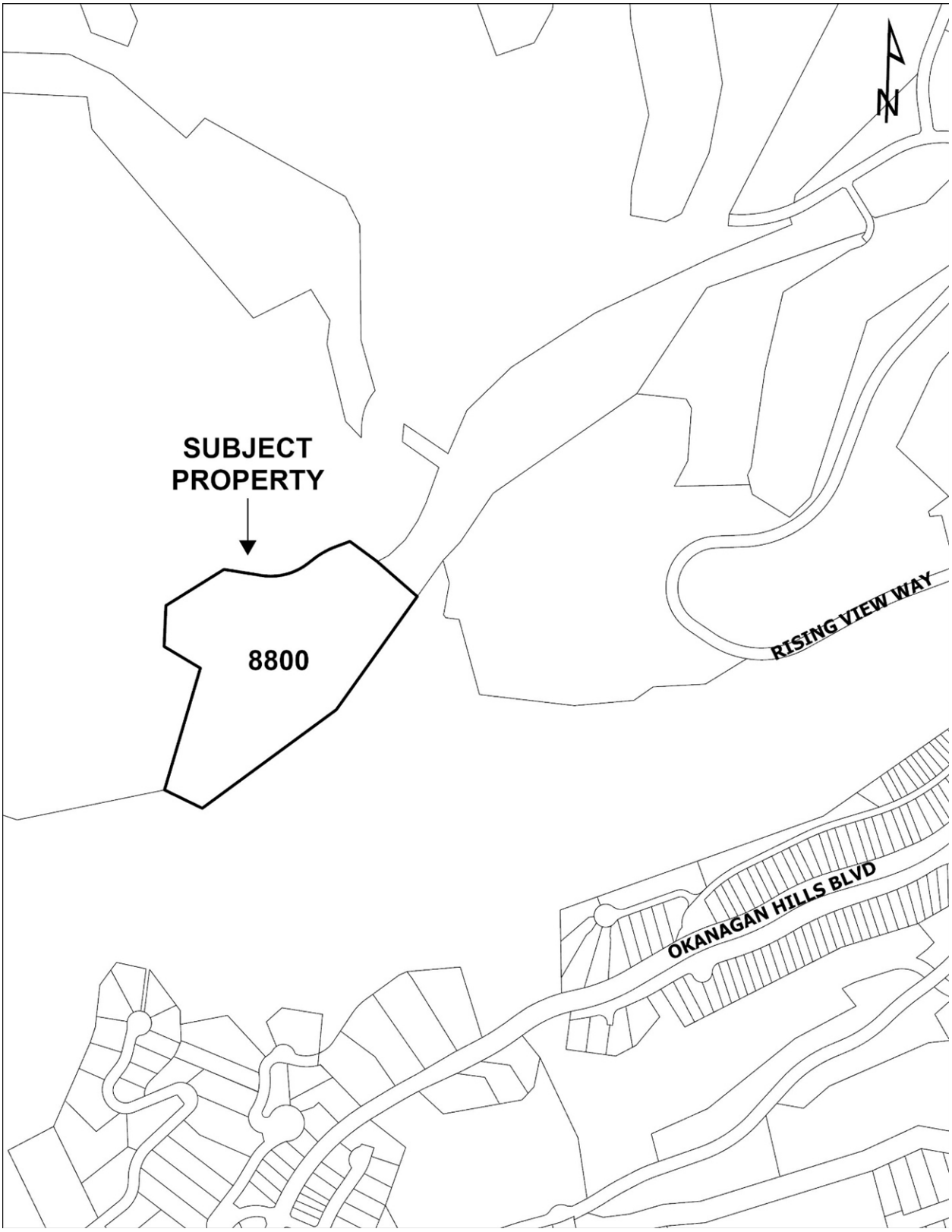
3. Official Community Plan Bylaw 5470 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this day of, 2025
READ A SECOND TIME this day of, 2025
PUBLIC HEARING held this day of, 2025
READ A THIRD TIME this day of ,2025
ADOPTED this day of ,2025.

Mayor

Corporate Officer

SCHEDULE 'A'
Attached to and Forming Part of Bylaw 6042
"8800 Rising View Way Official Community Plan Amendment Bylaw 6042, 2025"



THE CORPORATION OF THE CITY OF VERNON

BYLAW 6043

A bylaw to amend the City of Vernon Zoning Bylaw 6000

WHEREAS the Council of the Corporation of the City of Vernon has determined to amend the "Zoning Bylaw 6000";

AND WHEREAS all persons who might be affected by this amending bylaw have, before the passage thereof, been afforded an opportunity to be notified on the matters herein before the said Council, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto;

NOW THEREFORE the Council of the Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **"8800 Rising View Way Zoning Amendment Bylaw 6043, 2025".**

2. Pursuant to the Official Zoning Map, Schedule "A" attached to and forming part of Bylaw 6000, is hereby amended as follows:

   That the following legally described lands be rezoned from **"PANS – Parks and Natural Spaces)" and "RTH – Resort Tourist Housing" to "RCC – Resort Commercial Centre"**

Legal Description: **A portion of: LOT A, PLAN EPP19505, SECTION 6, TOWNSHIP 8, ODYD and SECTION 32, TOWNSHIP 9** **(8800 Rising View Way)**

and by changing the Zoning Map accordingly, all in accordance with the area outlined in bold, as shown on Schedule “A” attached to and forming part of this bylaw.

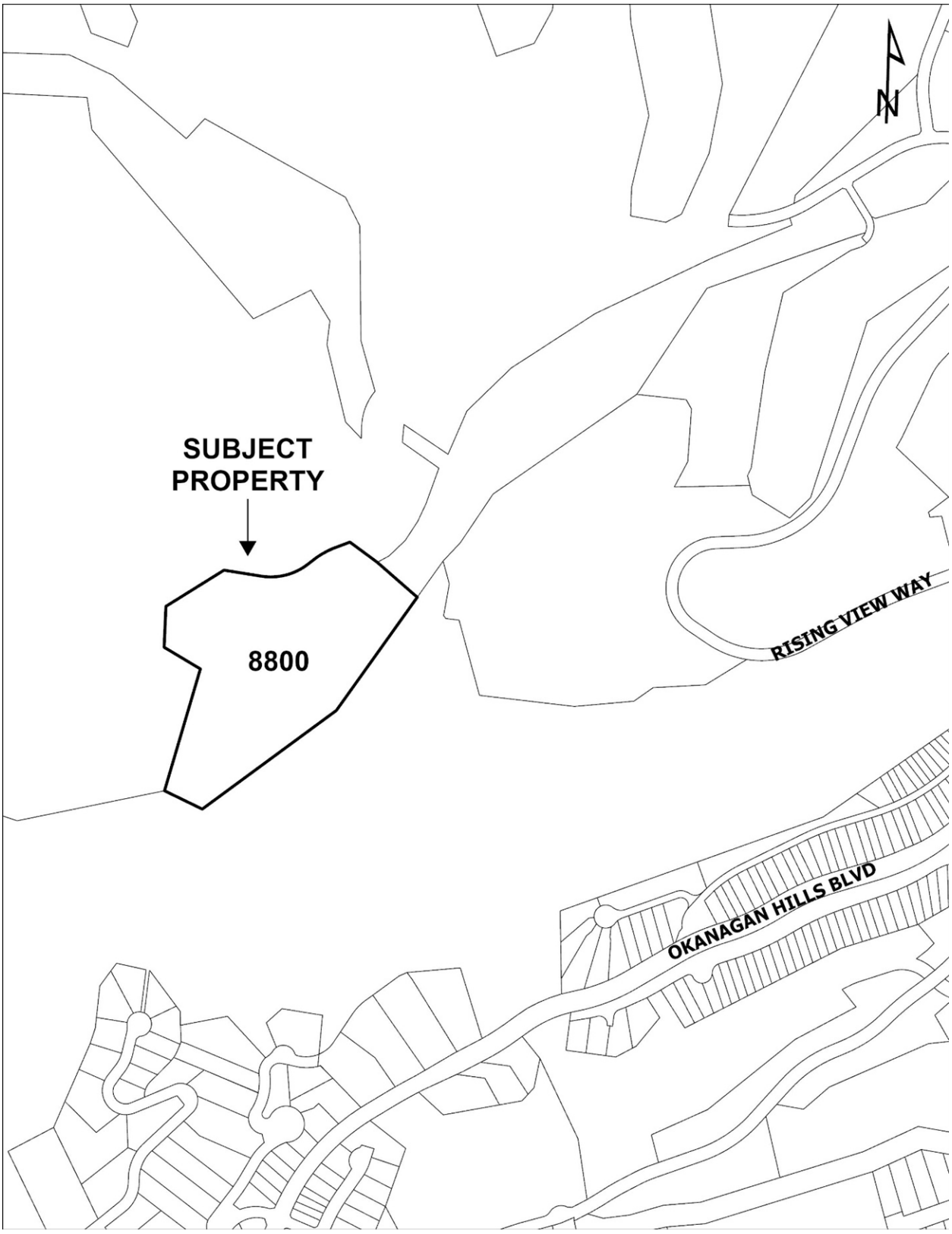
3. Zoning Bylaw 6000 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this day of, 2025
READ A SECOND TIME this day of, 2025
PUBLIC HEARING held this day of, 2025
READ A THIRD TIME this day of ,2025
ADOPTED this day of ,2025.

Mayor

Corporate Officer

SCHEDULE 'A'
Attached to and Forming Part of Bylaw 6043
"8800 Rising View Way Zoning Amendment Bylaw 6043, 2025"



Report to Council

To: **Mayor and Council** File No: 4325-07

Date: July 14, 2025

From: Matt Faucher, Acting Manager of Long-Range Planning & Sustainability

Subject: Fees & Charges Amendment Bylaw 6045 (Short-Term Rentals)

Purpose:

To amend the Fees & Charges Bylaw 3909 to include Short-Term Rentals (STRs) and update rates for accommodation to incorporate strata hotels and motels.

Recommendation:

THAT Bylaw 6045, "Fees and Charges (Business Licences) Amendment Bylaw 6045, 2025", be read a first, second and third time.

Background:

a. Rationale:

At its Regular Meeting on June 9, 2025, Council provided Business Licence Bylaw 6100, 2025, three readings. Bylaw 6100 modernizes the City's business licencing system and incorporates STRs and strata hotel licence classifications in accordance with new provincial legislation. Fees & Charges Bylaw 3909 requires amendments to establish licence fees to accommodate these new classifications.

Short-Term Rental Fees

Bylaw 6100 defines STRs as the commercial provision of overnight accommodation in a dwelling unit, to members of the public for a period of less than 90 consecutive days or such other period of time as may be prescribed under the *Short-Term Rental Accommodations Act*.

Administration is proposing the following fee structure for STRs:

Fee Type	Amount
Non Refundable Application Fee	$150 per application
STR Annual Licence	$400 per year

Strata Hotel & Motel Fee

Bylaw 6100 recognizes strata hotels and motels as the same category as commercial hotels and motels. In reviewing Fees & Charges Bylaw 3909, Administration noted that the fees associated with room rentals has not been evaluated since their initial establishment in 2014 (Bylaw 5487). For strata hotels and motels, the strata is the holder of the business licence which covers all rental units within the strata.

Bylaw 6100 includes a regulation that prohibits an individual strata lot within a strata hotel or motel from acquiring their own licence. This regulation is meant to ensure the strata's exemption from the principal residence requirement.

Administration is proposing the following fee structure for all room rental operations in the City:

Fee Type	**Amount**
Non Refundable Application Fee	$100
Base Annual Licence	$250 per year
Room Fee	$5 per room
Total Annual Licence Fee	Base Annual Licence + $5 per room

By moving from the current ranges for quantity of rooms to a fee per room, allows for each business to only pay for the number of rooms that they have, instead of triggering additional charges by crossing the threshold into the next range. This will ensure that each business will be charged based on scale and impact with smaller operations consistently paying less than larger operations.

Additionally, this realignment is meant to provide better balance between STRs, strata hotels, and commercial room rentals. Under this system, strata hotels and commercial room rentals can operate up to 30 units/rooms for the same price as a single STR operation.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

Bylaws:

- Business Licence Bylaw 6100

Resolutions:

- February 24, 2025

  THAT in accordance with the notice requirements in section 59(2) of the Community Charter, Council directs Administration to post the draft Business Licence Bylaw 6100 on the Engage Vernon website to solicit public comment, and forward to the Economic Development Advisory Committee, Downtown Vernon Association, and Greater Vernon Chamber of Commerce for review;

AND FURTHER, that Council authorize the establishment of a permanent full-time Coordinator, Short-Term Rental Licensing & Administration position at an annual cost of up to $108,000 to be funded from the Development Excess Revenue Reserve;

AND FURTHER, that Council grant early budget approval for a Coordinator, Short-Term Rental Licensing & Administration position in the 2026 Building and Licensing budget at an annual cost of $108,000.

- June 9, 2025:

  THAT Bylaw 6100, "Business Licence Bylaw 6100, 2025", be read a first, second and third time.

c. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☒ Livability
☐ Recreation, Parks & Natural Areas	☐ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:

N/A

Financial Implications:

Fees collected for business licencing support recouping various costs borne by the City for programs and services related to the operation of businesses in the community.

Alternatives & Implications:

N/A

Communication:

Should Council adopt Fees and Charges (Business Licences) Amendment Bylaw 6045, 2025, Administration will update the City's website with the new fee structure and notify STR, strata hotel, and commercial room rental operators of the changes.

Attachments:

Attachment 1 - Fees and Charges (Business Licences) Amendment Bylaw 6045, 2025

Reviewed by: Roy Nuriel, General Manager, Planning & Community Services
Reviewed by: Terry Barton, Director, Planning & Community Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

THE CORPORATION OF THE CITY OF VERNON

BYLAW 6045

A bylaw to amend Fees and Charges Bylaw Number 3909 to include Short-Term Rentals and Strata Hotels

WHEREAS the Council of the City of Vernon has determined to amend the "City of Vernon Fees and Charges Bylaw Number 3909, 1993".

NOW THEREFORE the Council of the Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **"Fees and Charges (Business Licences) Amendment Bylaw 6045, 2025"**.

2. That **Section 14 – Business Licences** of Schedule "A" – Fee Schedule of Fees and Charges Bylaw Number 3909, 1993 be amended as shown in **Red** on attached Schedule 'A';

3. The Fees and Charges Bylaw Number 3909 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this day of, 2025.
READ A SECOND TIME this day of, 2025.
READ A THIRD TIME this day of, 2025.
ADOPTED this day of, 2025.

Mayor

Corporate Officer

SCHEDULE 'A'
Attached to and forming part of
"Fees and Charges (Business Licences) Amendment Bylaw 6045, 2025"

14. BUSINESS LICENCES - TYPES OF BUSINESSES	**FEES**
a. Application Fee - Resident Business Home Occupation Non-Resident Retail Cannabis Short-Term Rentals	**$ 100** per application **$ 50** per application **$ 25** per application **$ 2,500** per application *(Bylaw 5884)* **$ 150** per application
b. Amendment Fee (includes but is not limited to transfer of location, change of ownership)	**$ 25** per application
c. CON - Contractors - Resident or Non-Resident	**$ 125** per year
d. MAR - Market (indoor or outdoor)	**$ 525** per year
e. HBO - Home Occupation	**$ 90** per year
f. NR - Non-Resident	**$ 125** per year
g. RB1 - Resident Business (0 -100 sq meters)	**$ 115** per year
h. RB2 - Resident Business (101- 300 sq meters)	**$ 135** per year
i. RB3 - Resident Business (301- 600 sq meters)	**$ 275** per year
j. RB4 - Resident Business (601- 2500 sq meters)	**$ 350** per year
k. RB5 - Resident Business (over 2500 sq meters)	**$ 800** per year
l. RR - Room Rentals ~~up to 10 units~~ (base fee)	**$ ~~90~~ 250** per year
~~**m. SS** - Secondary Suites (*Bylaw 5850)*~~	~~**$ 60** per year~~
m.1 STR - Short-Term Rentals	**$ 400 per year**
n. SE - Special Events	**$ 50** per day
o. SL - Seasonal Licence (6 months)	**$ 1/2** of base fee
p. SP - Street Performance and Busking	**$ 10** for 6 months
q. TL - Temporary Licence	**$ 50** for 1 to 30 days
r. UN - Unclassified	**$ 115** per year
s. CAS - Casino	**$ 20** per table/slot to max of **$ 2,000** per year
t. VS - Variable Surcharges (additional to base fee)	
i) Liquor Primary/Food Primary with Liquor:	
VSLL1- 100 sq meters	**$ 25**
VSLL2- 101-300 sq meters	**$ 50**
VSLL3- 301-600 sq meters	**$ 100**
VSLL4- 601-2500 sq meters	**$ 150**
VSLL5- Over 2500 sq meters	**$ 175**
ii) Room Rentals	**$ 5 per room**
~~**VSRR1**- 11 to 25 units~~	~~**$ 25**~~
~~**VSRR2**- 26 to 50 units~~	~~**$ 50**~~
~~**VSRR3**- 51 to 100 units~~	~~**$ 150**~~
~~**VSRR4**- over 100 units~~	~~**$ 200**~~

u. ~~**CR –** Cannabis Retail~~	~~**$2000** per year~~ *(Bylaw 5884)*
v. Mobile Vending (Retailer, Food Truck, Trailer)	**$ 350 per year**
w. Mobile Vending (Retailer, Food Truck, Trailer) **with local food and merchandise**	**$ 300 per year**
x. Mobile Vending (Food Cart)	**$ 115 per year**
y. Mobile Vending (Food Cart) **with local food and merchandise**	**$ 90 per year**

Report to Council

To: **Mayor and Council** File No: 3900-02

Date: July 14, 2025

From: Cathy Isles, Deputy Corporate Officer

Subject: Bylaw Notice Enforcement Bylaw 6048 and Municipal Ticketing Information Bylaw 6049

Purpose: To seek Council approval of Bylaw Notice Enforcement Bylaw 6048 and Municipal Ticketing Information Bylaw 6049.

Recommendation:

THAT Bylaw 6048, "Bylaw Notice Enforcement Bylaw 6048, 2025", be read a first, second and third time.

THAT Bylaw 6049, "Municipal Ticketing Information Bylaw 6049, 2025", be read a first, second and third time.

Background:

a. Rationale:

Protective Services identified numbering errors within the Bylaw Notice Enforcement Bylaw 5250 and requested an amendment. As both "Bylaw Notice Enforcement Bylaw 5250, 2011" and "Municipal Ticketing Information Bylaw 5300, 2011" were adopted in January 2011, and are well over 10 years old, it was determined that a full review would be conducted and new bylaws drafted for Council's consideration.

Protective Services liaised with other departments to provide input on various updates to be included in the bylaws. In addition, the updated bylaws incorporate the fines for Short Term Rentals as identified through Business Bylaw 6100. A summary of changes is outlined in the two tables below.

Table 1: Bylaw Notice Enforcement Updates

Reference Bylaw	Section	Amendment	Rationale
Bylaw Notice Enforcement 5950	Section 11 (included as Section 8.3 in new bylaw)	Amend language to provide clarity allowing for renewals to the Dispute Adjudication Registry Agreement	This continues to allow, with more clarity, the agreement to be renewed from time to time under substantially the same terms without a bylaw amendment being required

Reference Bylaw	Section	Amendment	Rationale
Bylaw Notice Enforcement 5950	Schedule “B” Pages 34 - 42	Remove and Replace with current agreement	The Dispute Adjudication Registry Agreement was renewed on January 1, 2025 for a five year term
Animal Regulation and Animal Pound Bylaw 5252	Schedule A(2)	Remove “Illegal Keeping of Rooster”	Covered under 3(a) “Illegal Keeping of Animals”
Building Bylaw 5900	Title	Remove “Plumbing” from title	Correct citation for Bylaw 5900 is “Building Bylaw”
Business Bylaw 5480	Entirety	Remove table of fines	Replaced with Business Bylaw 6100
Business Bylaw 6100	Entirety	Add table of fines	To replace Business Bylaw 5480
Commercial Vehicle Licencing Bylaw 3223	Entirety	Remove table of fines	This bylaw to be repealed as it is no longer in use
Fire Services Bylaw 5635	4.3 and 5.3	Increase fines	To be more consistent with current fine amounts
Fire Services Bylaw 5635	5.4	Remove “Burning in open air”	Covered under “Burning without Permit”
Fire Services Bylaw 5635	7.1 (a) and 7.2 (a)	Update descriptions	Update language to be more consistent with the bylaw and remove duplicate penalty for same section
Fire Services Bylaw 5635	7.11	Update numbering and remove duplicate	Two penalty sections refer to the same section of the bylaw
Good Neighbour Bylaw 4980	4.5(f)	Add fine for “Construction Noise Outside Permitted Hours – Property Owner”	Add fines specific to private property owners as outlined in the bylaw
Mixed Martial Arts 5505	Entirety	Remove table of fines	This bylaw has been repealed – April 23, 2019
Parks and Public Places Bylaw 5057	14(b)(iv) and 14(b)(v)	Update language and remove duplicate fine	Update language to be more consistent with the bylaw
Solid Waste Management Bylaw 5911	Various	Correct section numbering throughout	Correct numbering to align with proper sections of the bylaw
Second Hand Dealers Bylaw 4878	Various	Correct section numbering throughout	Correct numbering to align with proper sections of the bylaw
Traffic Bylaw 5600	3.12(a) and 3.12(b)	Correct section numbering	Section numbering was reversed for two fine amounts
Traffic Bylaw 5600	4.1(gg) Park at hoarded space	Increase fine amounts	Larger fine will reduce staff time attending to these calls where contractors have paid to have meters reserved
Traffic Bylaw 5600	4.7 No accessible parking permit	Increase fine amounts	Increased to be more consistent with other communities and to ensure that the Accessible Parking Spaces are available for those who need them

Table 2: Municipal Ticketing Information Updates

Reference Bylaw	Section	Amendment	Rationale
Schedule “A”	Heading	Change “Compliance” to “Enforcement”	Update to match wording in Section 4.1 of the Bylaw
Schedule “A”	Designated Bylaws	Revise bylaw citations	Update to reflect correct and current bylaws
Schedule “A”	Designated Bylaw Compliance Officers	Numerous changes to who can write tickets for each bylaw	Updated to current titles and to reflect the responsibility of different managers
Animal Regulation and Animal Pound Bylaw 5252	Schedule A(2)	Remove “Illegal Keeping of Rooster” and change “more than 3 hens” to “more than 4 hens”	Covered under 3(a) “Illegal Keeping of Animals”
Building Bylaw 5900	Title	Remove “Plumbing” from title	Correct citation for Bylaw 5900 is “Building Bylaw”
Business Bylaw 5480	Entirety	Remove table of fines	Replaced with Business Bylaw 6100
Business Bylaw 6100	Entirety	Add table of fines	To replace Business Bylaw 5480
Commercial Vehicle Licencing Bylaw 3223	Entirety	Remove table of fines	This bylaw to be repealed as it is no longer in use
Fire Services Bylaw 5635	5.4	Remove “Burning in open air”	Covered under “Burning without Permit”
Fire Services Bylaw 5635	7.1 (a) and 7.2 (a)	Update descriptions	Update language to be more consistent with the bylaw and remove duplicate penalty for same section.
Fire Services Bylaw 5635	7.11	Update numbering and remove duplicate	Two penalty sections refer to the same section of the bylaw
Mixed Martial Arts 5505	Entirety	Remove table of fines	This bylaw has been repealed – April 23, 2019
Parks and Public Places Bylaw 5057	14(b)(iv) and 14(b)(v)	Update language and remove duplicate fine	Update language to be more consistent with the bylaw
Solid Waste Management Bylaw 5911	Various	Correct section numbering throughout	Correct numbering to align with proper sections of the bylaw
Second Hand Dealers Bylaw 4878	Various	Correct section numbering throughout	Correct numbering to align with proper sections of the bylaw
Traffic Bylaw 5600	3.12(a) and 3.12(b)	Correct section numbering	Section numbering was reversed for two fine amounts
Various	Various	Increase fines for all Obstruct charges to $3000	To accurately reflect the maximum fine amount for a Municipal Ticket Information as per the Community Charter Bylaw Enforcement Ticket Regulation which changed December 7, 2023 from $1000 to $3000.

b. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

- Animal Regulation and Animal Pound Bylaw 5252
- Building Bylaw 5900
- Business Licence Bylaw 6100
- Commercial Vehicle Licensing Bylaw 3223
- Fire Services Bylaw 5635
- Good Neighbour Bylaw 4980
- Mixed Martial Arts Bylaw 5505
- Parks and Public Places Bylaw 5057
- Solid Waste Management Bylaw 5911
- Second Hand Dealers Bylaw 4878
- Traffic Bylaw 5600

c. Council's Strategic Plan Alignment:

☒ Governance & Organizational Excellence	☐ Livability
☐ Recreation, Parks & Natural Areas	☐ Vibrancy
☐ Environmental Leadership	☐ Not Applicable

d. Committee Recommendations:
N/A

Financial Implications:

N/A

Alternatives & Implications:

Should Council not endorse Bylaw Notice Enforcement Bylaw 6048 or Municipal Ticketing Information Bylaw 6049, amendments to Bylaw 5250 and Bylaw 5300 will be required to correct numbering errors, increase fine amounts and incorporate fines for the new short-term rental regulations.

Communication:

Should Council adopt Bylaw Notice Enforcement Bylaw 6048, 2025, and Municipal Ticketing Information Bylaw 6049, 2025, Administration will update the City's website and notify all City departments of the changes.

Attachments:

Attachment 1 – Redlined Version – Bylaw Notice Enforcement Bylaw 5250
Attachment 2 – Redlined Version – Municipal Ticketing Information Bylaw 5300
Attachment 3 – Bylaw Notice Enforcement Bylaw 6048
Attachment 4 – Municipal Ticketing Information Bylaw 6049

Reviewed by: Darren Lees, Manager, Protective Services
Reviewed by: Sue Wood, Manager, Legislative Services
Reviewed by: Kevin Poole, Director, Corporate Administration
Approved by: Peter Weeber, Chief Administrative Officer

BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY

9. The Registry is established as a bylaw notice dispute adjudication system in accordance with the *Act* to resolve disputes in relation to bylaw notices.

10. The civic address of the Registry is **1435 Water Street, Kelowna BC V1Y 1J4**.

11. The City is authorized to enter into, and the Mayor and Corporate Officer are authorized to execute, the dispute adjudication system agreement and subsequent renewals in the form and with substantially the same content of the agreement attached as Schedule "B".

12. Every person who is unsuccessful in a dispute adjudication in relation to a bylaw notice or a compliance agreement under the dispute adjudication system established under this section must pay the City an additional fee of $25 for the purpose of the City recovering the costs of the adjudication system.

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Animal Regulation and Animal Pound Bylaw						
~~5252~~	~~Schedule A(2)~~	~~Illegal Keeping of Rooster~~	~~$100.00~~	~~$75.00~~	~~$110.00~~	~~YES~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Building ~~& Plumbing~~ Bylaw						

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available

~~Business Licence Bylaw~~						
~~5480~~	~~3.1~~	~~No Business Licence~~	~~$100.00~~	~~$85.00~~	~~$115.00~~	~~YES~~
~~5480~~	~~4.1~~	~~Failure to Pay Fee~~	~~$75.00~~	~~$50.00~~	~~$90.00~~	~~YES~~
~~5480~~	~~4.12~~	~~Failure to Notify of Change~~	~~$75.00~~	~~$50.00~~	~~$90.00~~	~~NO~~
~~5480~~	~~5.11~~	~~Non-Compliance with Busking Policy~~	~~$50.00~~	~~$40.00~~	~~$60.00~~	~~YES~~
~~5480~~	~~5.12~~	~~Unlicenced Street Vending~~	~~$100.00~~	~~$85.00~~	~~$115.00~~	~~NO~~
~~5480~~	~~9.2~~	~~Obstruct Officer/Inspector~~	~~$500.00~~	~~$500.00~~	~~$500.00~~	~~NO~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Business Licence Bylaw						
6100	4.1	No Business Licence	$300.00	$250.00	$325.00	YES
6100	4.2	No Business Licence (Non-Resident Business)	$300.00	$250.00	$325.00	YES
6100	4.5	No Insurance	$300.00	$250.00	$325.00	YES
6100	4.10	Prohibited Sale	$300.00	$250.00	$325.00	YES
6100	4.13(c)	Failure to Provide Accurate Information	$500.00	$450.00	$500.00	NO
6100	4.21	Failure to Post Licence	$200.00	$150.00	$225.00	YES
6100	4.22	Failure to Provide Licence (Non-Resident Business)	$200.00	$150.00	$225.00	YES
6100	4.25	Failure to Apply for Licence Change	$200.00	$175.00	$225.00	NO
6100	4.31(b)	Failure to Surrender Business Licence	$200.00	$175.00	$225.00	NO
6100	4.32	Remove Suspension or Cancellation Notice	$200.00	$175.00	$225.00	NO
6100	5.1(a)	Unlicensed Sub-Contractor	$200.00	$150.00	$225.00	YES
6100	5.1(b)	Failure to Submit List of Sub-Contractors	$200.00	$150.00	$225.00	YES
6100	5.2	Operate Without Interior Health Approval	$300.00	$250.00	$325.00	YES
6100	5.3(a)	Failure to Clean Grease Trap	$400.00	$350.00	$450.00	YES

6100	5.3(b)	Failure to Submit Inspection Report	$200.00	$150.00	$225.00	YES
6100	5.3(c)	Refuse Grease Trap Inspection	$200.00	$150.00	$225.00	NO
6100	5.5	Customer Parking Offsite	$200.00	$150.00	$225.00	YES
6100	5.6	Customer Parking Not Marked	$200.00	$150.00	$225.00	YES
6100	5.7(a)	Failure to Provide Records	$200.00	$150.00	$225.00	NO
6100	5.7(b)	Failure to Post Evacuation Plan	$200.00	$150.00	$225.00	YES
6100	5.10(b)	No Insurance (Mobile Vending)	$200.00	$150.00	$225.00	YES
6100	5.11(a)	Operate in Unapproved Location	$200.00	$150.00	$225.00	YES
6100	5.11(b)	Littering (Mobile Vending)	$200.00	$150.00	$225.00	NO
6100	5.11(c)	Failure to Remove Recycling or Garbage (Mobile Vending)	$100.00	$75.00	$125.00	YES
6100	5.11(d)	Failure to Maintain (Mobile Vending)	$200.00	$150.00	$225.00	YES
6100	5.11(e)	Operate outside Assigned Space	$200.00	$150.00	$225.00	YES
6100	5.11(f)	Failure to Remove (Mobile Vending)	$300.00	$250.00	$325.00	YES
6100	5.11(g)	Failure to Vacate or Relocate (Mobile Vending)	$200.00	$150.00	$225.00	YES
6100	5.11(h)	Fail to Comply with MVA or Traffic Legislation	$200.00	$150.00	$225.00	YES
6100	5.12	No Encroachment Agreement	$200.00	$150.00	$225.00	YES
6100	5.13	Incomplete Personal Watercraft Agreement	$200.00	$150.00	$225.00	YES
6100	5.14(a)	Failure to Keep Records (Watercraft)	$200.00	$150.00	$225.00	YES
6100	5.14(b)	Failure to Check Licence (Watercraft)	$200.00	$150.00	$225.00	YES
6100	5.14(c)	Failure to Review Operating and Safety Rules	$200.00	$150.00	$225.00	YES
6100	5.14(d)	Failure to Mark Rentals (Watercraft)	$200.00	$150.00	$225.00	YES
6100	5.15	Not Principal Residence (Short-Term Rental)	$500.00	$450.00	$500.00	YES
6100	5.17(a)	Failure to Maintain Records (Short-Term Rental)	$200.00	$150.00	$225.00	YES
6100	5.17(b)	Failure to Post Evacuation Plan (Short-Term Rental)	$200.00	$150.00	$225.00	YES
6100	5.17(c)	Exceed Guest Limit (Short-Term Rental)	$500.00	$450.00	$500.00	YES

6100	5.17(d)	Failure to Provide Designated Parking	$200.00	$150.00	$225.00	YES
6100	5.17(e)	Failure to Attend Site Upon Request (Short-Term Rental)	$200.00	$150.00	$225.00	YES
6100	5.19	No Licence (Special Events)	$300.00	$250.00	$325.00	YES
6100	5.19(b)	No Insurance (Special Events)	$200.00	$150.00	$225.00	YES
6100	5.20	Non-Compliance with Busking Policy	$50.00	$40.00	$60.00	YES
6100	6.1	Failure to Provide Requested Information	$500.00	$500.00	$500.00	NO
6100	6.2	Prevent Entry of Officer/Inspector	$500.00	$500.00	$500.00	NO
6100	6.3	Obstruct Officer/Inspector	$500.00	$500.00	$500.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
~~**Commercial Vehicle Licencing Bylaw**~~						
~~3223~~	~~5.0~~	~~No Commercial Vehicle Decal (Roadway)~~	~~$35.00~~	~~$15.00~~	~~$50.00~~	~~YES~~
~~3223~~	~~6.0~~	~~No Commercial Vehicle Decal (Private)~~	~~$35.00~~	~~$15.00~~	~~$50.00~~	~~YES~~
~~3223~~	~~12.0~~	~~Decal Not Displayed Correctly~~	~~$35.00~~	~~$15.00~~	~~$50.00~~	~~YES~~
~~3223~~	~~15.(b)~~	~~Decal Illegally In Use~~	~~$100.00~~	~~$75.00~~	~~$125.00~~	~~YES~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Fire Services Bylaw						
5635	4.3	Failure to obey traffic control	~~$50.00~~ $500.00	~~$40.00~~ $450.00	~~$60.00~~ $500.00	NO
5635	5.3	Accumulation of combustibles	~~$100.00~~ $200.00	~~$85.00~~ $175.00	~~$115.00~~ $225.00	YES
~~5635~~	~~5.4~~	~~Burning in open air~~	~~$ 200.00~~	~~$175.00~~	~~$ 225.00~~	~~NO~~
5635	7.1(a)	~~Failure to provide smoke alarm in conformity with~~	$150.00	$125.00	$175.00	NO

		~~CAN/ULC-S531 in each Dwelling Unit~~ Non-conforming smoke alarm in a dwelling unit				
~~5635~~	~~7.1(a)~~	~~Failure to provide smoke alarm in each sleeping room not within a dwelling~~	~~$150.00~~	~~$125.00~~	~~$175.00~~	~~NO~~
5635	7.2(a)	Failure to ~~provide smoke alarms in requisite locations~~ maintain fire protection installations	$150.00	$125.00	$175.00	NO
5635	7.11~~(a)~~	Failure to provide alternate measures for interruption of fire protection systems	$250.00	$225.00	$275.00	NO
~~5635~~	~~7.11(b)~~	~~Failure to notify fire department of fire alarm shut down~~	~~$150.00~~	~~$125.00~~	~~$175.00~~	~~NO~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Good Neighbour Bylaw						
4980	4.5(f)	Construction Noise Outside Permitted Hours – Property Owner	$250.00	$225.00	$275.00	NO
4980	4.6~~(f)~~(g)	Disturb Peace – Boat Noise	$100.00	$90.00	$120.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
~~**Mixed Marital Arts Bylaw**~~						
~~5505~~	~~3~~	~~Engage in Professional Contest~~	~~$200.00~~	~~$150.00~~	~~$225.00~~	~~YES~~
~~5505~~	~~5~~	~~Act as Promoter, Matchmaker, Second~~	~~$300.00~~	~~$250.00~~	~~$350.00~~	~~YES~~

~~5505~~	~~7(c)~~	~~Obstruct Officer~~	~~$500.00~~	~~$450.00~~	~~$500.00~~	~~YES~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Parks And Public Places Bylaw						
5057	14(b)(iv)	Erect Temporary Shelter ~~within 15 Meters Prohibited Area *(bylaw 5639)*~~ in, on, within or attached to prohibited area	$100.00	$90.00	$120.00	NO
~~5057~~	~~14(b)(v)~~	~~Erect Temporary Shelter on Pathway or Trail *(Bylaw 5639)*~~	~~$50.00~~	~~$40.00~~	~~$60.00~~	~~NO~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Solid Waste Management Bylaw (Bylaw 5944)						
5911	3.~~75~~	Place Municipal Solid Waste for Collection in an Inappropriate Container	$100.00	$90.00	$120.00	YES
5911	3.~~98~~(a)	Fail to maintain cart in a clean and sanitary condition	$100.00	$90.00	$120.00	YES
5911	3.~~98~~(c)	Allow Municipal Solid Waste to Accumulate and Attract Wildlife	$250.00	$225.00	$275.00	YES
5911	3.~~98~~(d)	Fill a Cart to a Gross Weight Greater Than Maximum Allowed	$100.00	$90.00	$120.00	YES
5911	3.~~98~~(e)	Excessive Garbage Not Allowing Cart Lid to Closed	$100.00	$90.00	$120.00	YES
5911	3.~~98~~(g)	Cart Contents Overflowing	$100.00	$90.00	$120.00	YES
5911	3.~~98~~(h)	Fail to Surrender Cart to City Upon Request	$100.00	$90.00	$120.00	YES
5911	3.~~98~~(i)	Place garbage without owner's permission	$100.00	$90.00	$110.00	YES
5911	3.2~~98~~ a-f	Fail to use an Extra Garbage Sticker	$100.00	$90.00	$120.00	YES
5911	3.2~~98~~	Inappropriate Extra Garbage Bags and/or Their Use	$100.00	$90.00	$120.00	YES

5911	3.~~30~~29	Inappropriate Materials Loose in Cart	$100.00	$90.00	$120.00	YES
5911	3.3~~2~~1	Ashes not Cooled and Separated from Other Waste	$100.00	$90.00	$120.00	YES
5911	3.~~40~~39	Unpermitted Items in Residential Organics Cart	$100.00	$90.00	$120.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Second Hand Dealers Bylaw						
4878	2.~~34~~(a)	Failure to Record Name	$100.00	$90.00	$120.00	NO
4878	2.~~34~~ (c)	Failure to Record Property	$250.00	$225.00	$275.00	NO
4878	2.1~~3~~2	Take in Pawn from Underage Person	$50.00	$40.00	$60.00	NO
4878	2.1~~6~~5(a)	Failure to Tag and Separate Item	$50.00	$40.00	$60.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Traffic Bylaw						
5600	3.12~~(a)~~ (b)	Deposit snow / ice from property onto Travelled Portion of a Highway *(Bylaw 5864)*	$50.00	$40.00	$60.00	YES
5600	3.12~~(b)~~ (a)	Deposit snow / ice from property onto Boulevard not adjacent *(Bylaw 5864)*	$50.00	$40.00	$60.00	YES
5600	4.1(gg)	Stop or Park at Hoarded Metered Space	~~$35.00~~ $75.00	~~$15.00~~ $50.00	~~$50.00~~ $150.00	NO
5600	4.7	No Accessible Parking Permit	$75.00	~~$15.00~~ $50.00	$150.00	NO

SOUTHERN INTERIOR BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY AGREEMENT BYLAW

This Agreement, dated ____ day of _____, 2016

BETWEEN:

CITY OF KELOWNA, 1435 Water Street, Kelowna, British Columbia V1Y 1J4
("Kelowna")

AND:

CITY OF PENTICTON, 171 Main Street, Penticton, British Columbia V2A 5A9
("Penticton")

AND:

CITY OF VERNON, 3400 30th Street, Vernon, British Columbia V1T 5E6
("Vernon")

AND:

DISTRICT OF WEST KELOWNA, 2760 Cameron Road, West Kelowna, British Columbia V1Z 2T6
("West Kelowna")

AND:

DISTRICT OF LAKE COUNTRY, 10150 Bottom Wood Lake Road, Lake Country, British Columbia V4V 2M1
("Lake Country")

AND:

DISTRICT OF SUMMERLAND, 13211 Henry Avenue, Summerland, British Columbia V0H 1Z0
("Summerland")

AND:

DISTRICT OF PEACHLAND, 5806 Beach Avenue, Peachland, British Columbia V0H 1X7
("Peachland")

AND:

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN, 101 Martin Street, Penticton, British Columbia V2A 5J9
('RDOS")

AND:

TOWN OF OLIVER, 35016 97th Street, Oliver, British Columbia V0H 1T0
("Oliver")

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, 1450 KLO Road, Kelowna, British Columbia V1W 3Z4
("RDCO")

AND:

DISTRICT OF COLDSTREAM, 9901 Kalamalka Road, Coldstream, British Columbia, V1B 1L6
("Coldstream")

AND:

CITY OF ENDERBY, 619 Cliff Avenue, Enderby, British Columbia V0E 1V0
("Enderby")

WHEREAS:

A. The *Local Government Bylaw Enforcement Act* permits local governments to create a bylaw designating certain bylaw contraventions that can be enforced by way of bylaw notice as an alternative to traditional bylaw enforcement mechanisms;

B. The Act also permits two or more local governments to enter into an agreement, adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system:

C. Kelowna, Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream and Enderby wish to:

   a. share the costs and administration of such a system; and

   b. enter such an agreement to establish such a system, to be called the Southern Interior Bylaw Notice Dispute Adjudication Registry, and to provide for the joint administration of the Registry.

NOW THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

PART I - INTRODUCTORY PROVISIONS

Definitions

1. In this Agreement, the following definitions apply:

   a. **"Act"** means the Local Government Bylaw Notice Enforcement Act;

   b. **"Adjudication"** the process where the disputant and the local government are provided opportunity to present evidence to the adjudicator who will decide whether he or she is satisfied that the contravention occurred as alleged;

   c. **"Adjudication Fee"** means the sum of $25.00 payable to each Party for each adjudication scheduled to be conducted by the Registry;

   d. **"Agreement"** means this Agreement;

e. **"Authorizing Bylaws"** means the bylaws adopted by the Councils/Boards of each the parties authorizing this Agreement;

f. **"By Law Enforcement Officer"** means a person in a class prescribed under section 273 (c) of the *Community Charter* who is designated by a local government as a bylaw enforcement officer;

g. **"Committee"** means the Southern Interior Bylaw Notice Dispute Adjudication Registry's Administrative Committee;

h. **"Contribution Adjustment Amount"** means, for each Party, the amount calculated in accordance with Section 22 herein in any year of the Term;

i. **"Contributing Parties"** means all of Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream and Endberby, except Kelowna;

j. **"Parties"** means all of Kelowna, Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream and Enderby;

k. **"Party"** means any one of Kelowna, Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream and Enderby;

l. **"Registry"** means the Sothern Interior Bylaw Notice Dispute Adjudication Registry established by this Agreement;

m. **"Revenues"** means any revenue actually received or estimated to be received, as the case may be, by the Registry, excluding Initial Contributions, Contribution Amounts, or Contribution Adjustment Amounts;

n. **"Terms"** means the term of this Agreement as set out herein;

Establishment of the Registry

2. Subject to the Act and to the adoption of the Authorizing Bylaws, the Parties agree that the Registry is hereby established.

PART II - ADMINISTRATION

3. The Parties agree to establish the Committee to implement and administer the Registry.

4. The Parties agree that authority of the Committee will include but not be limited to:

   a. preparing operational budgets; and

   b. setting policy as authorized under this Agreement and the Act.

Representation

5. Each of the Parties will appoint one representative to serve on the Committee. The Parties agree that representatives will be paid employees of their respective local governments and will not be remunerated by the Registry.

PART III - ADJUDICATION

Screening Officers

6. The Parties agree that screening of notices prior to proceeding to adjudication will be established as a function of each Party. Screening officers will be appointed by the individual Party administrative committee.

Bylaw Notice Dispute Adjudication Registry

7. The Parties agree that a dispute adjudication system will be established as a function of the Registry, and that disputes will be heard by a bylaw notice dispute adjudicator in the circumstances prescribed in the Act and Authorizing Bylaws.

8. The Parties agree that the Committee will select a roster of adjudicators who may hear and determine disputes from the provincial roster of adjudicators to be established by the Attorney General of the Province of British Columbia.

9. Adjudicators will be assigned to individual disputes in the manner prescribed by any applicable regulation and policy established by the Committee.

PART IV - OPERATIONS

Location

10. The location of the Registry will be the municipal offices of the City of Kelowna, 1435 Water Street, Kelowna, British Columbia V1Y 1J4.

Administrative Services

11. Kelowna will provide and supervise all administrative services required by the Registry, subject to the following:

    i. the collection of any fees, fines or penalties levied against an unsuccessful party in the dispute adjudication process will be the responsibility of the relevant municipality if not collected by the Registry immediately following the adjudication; and

    ii. any penalty arising directly out of the bylaw notice itself may be paid to the relevant Party or to the Registry,

    and any amounts collected by or paid to the Registry pursuant to 11.i and 11.ii will be credited to the relevant Party's Contribution Adjustment Amount.

Financial Reporting

12. Kelowna will ensure that it's Director of Financial Services or the designate will conduct and oversee the financial reporting and record keeping of the Registry based on normal procedure, subject to the requirements outlined herein.

PART V - FINANCIAL PLANNING

Start-up Costs

13. Each Party will be responsible for its own start-up costs.

Budget Year

14. The budget year of the Registry is December 1st to November 30th of each year.

Operating Budget

15. The Parties agree that, no later than September 30th of each year, the Committee will prepare a draft operating budget for the following budget year, setting out in detail the operational funds required by the Registry for the carrying out of its mandate and responsibilities, including

    a. the estimated operational expenditures for

       i. office and administration including financial reporting and administrative services;

       ii. Registry administration travel costs;

       iii. bylaw dispute adjudicators; and

       iv. other functions of the Registry;

    b. the anticipated revenues (if any) of the Registry;

    c. the difference between estimated revenues and operational expenditures for the Registry; and

    d. the Contribution Amount required from each of the Parties.

Budget Submissions

16. The Committee will prepare the operating budget in a manner satisfactory to, and in such detail as requested by, the Directors of Finance of each of the Parties, and submit the draft operating budget to the Directors of Finance of each of the Parties each year where required.

Budget Approval and Adjustments

17. The Parties will consider and approve, or recommend amendments to, the Registry's operating budget.

18. The Parties agree that all recommendations by them for adjustments to the Registry's draft operating budget will

    a. be reasonable and made in good faith; and

    b. ensure that a reasonable level of service quality can be maintained by the Registry.

Use of Funds

19. The Committee and Kelowna may make only those expenditures during the budget year for the purposes and up to the amounts authorized in the approved operating budget. The Registry (or the Committee or Kelowna on behalf of the Registry) will not incur any other indebtedness or liability, or make any further expenditure, except that:

    a. Kelowna may make a further reasonable expenditure or contract a further indebtedness of liability that it deems necessary or prudent, subject to a $1,000 limit; and

    b. the Committee may

        i. make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a $5,000 limit.

        ii. re-allocate funds within categories of the operating budget as reasonably required; and

        iii. make a further expenditure or contract a further indebtedness or liability without limitation if approved in advance by all Parties.

PART VI - COST ALLOCATION

Funding Contributions and Adjustments

20. The Parties agree that costs relating to legal counsel, witnesses, screening officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the relevant Party which issued the bylaw notice in question and will not be borne by the Registry or by Kelowna on behalf of the Registry.

21. Kelowna will, as soon following the end of a budget year as practical, invoice the parties for their respective Actual Expenditures Contribution where the proportion is calculated on the basis of each Party's population for the budget year in relation to the population of each of the other Parties except the calculation for RDOS and RDCO will exclude incorporated areas.

22. Each of the Contributing Parties will, within 30 days of receipt of its respective Contribution invoice, pay to Kelowna its respective Contribution Amount.

Maintenance of Records

23. The Director of Financial Services of Kelowna will

    a. exercise the duties and powers of the officer responsible for financial administration as provided in the Community Charter, in maintaining the financial records for the Registry on behalf of the Parties;

    b. ensure that accounting and payroll records of the Registry are properly prepared and maintained, such records to include payroll, accounts payable, cash receipts and disbursements, accounts receivable, general ledger, subsidiary cost ledger, financial statements and reports and supporting documents to the foregoing;

c. provide, when possible, any additional financial systems that have been requested by the Committee;

d. direct employees and officers of the Registry to the extent necessary to ensure that the systems and procedures established for financial controls are in effect and are in accordance with the Community Charter.

Examination of Records

24. The Director of Finance of any of the Contributing Parties may, acting reasonably with regard to minimizing the administrative burden on the Kelowna, and no more frequently than once in each year of the Term, conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained for the Registry. Kelowna will cooperate with any reasonable request by any of the Contributing Parties or the Contributing Parties' Director of Finance for access to financial records, user statistics and other information of the Registry.

PART VII - GENERAL PROVISIONS

Insurance

25. Kelowna will ensure that the Registry and its activities are covered under Kelowna's general liability policy, and will provide copies of all relevant insurance policies and changes thereto to the Directors of Finance of the Contributing Parties upon request.

Amendments

26. The Parties will, in good faith, negotiate any proposed amendment to this Agreement upon request of any Party, all amendments to be in writing and executed by the Parties.

Dispute Resolution

27. The Parties will submit any dispute arising out of the interpretation or application of this Agreement:

a. first, to the Committee to resolve the dispute;

b. second, if the Committee is unable to resolve the dispute within 60 days, to the Chief Administrative Officers of the Parties; and

c. third, if the Chief Administrative Officers are unable to resolve the dispute within 60 days, to the Inspector of Municipalities, or at the election of the Parties, to a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination, and the determination of the Inspector or arbitrator as applicable will be final and binding upon the Parties.

Term

28. This Agreement comes into effect on January 1, 2016 and continues in effect until December 31, 2020. Any Party may withdraw from this Agreement upon six months' written notice to the other Parties.

IN WITNESS WHEREOF all Parties have executed this Agreement on the date first above written.

THE CITY OF KELOWNA

_____
(Mayor)

_____
(City Clerk)

THE DISTRICT OF WEST KELOWNA

_____
(Mayor)

_____
(City Clerk)

THE DISTRICT OF SUMMERLAND

_____
(Mayor)

_____
(City Clerk)

THE DISTRICT OF LAKE COUNTRY

_____
(Mayor)

_____
(City Clerk)

THE CITY OF PENTICTON

_____
(Mayor)

_____
(City Clerk)

THE DISTRICT OF PEACHLAND

_____
(Mayor)

_____
(City Clerk)

THE CITY OF VERNON

_____
(Mayor)

_____
(City Clerk)

THE REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEEN

_____
(Mayor)

_____
(City Clerk)

THE TOWN OF OLIVER

_____

(Mayor)

_____

(City Clerk)

THE DISTRICT OF COLDSTREAM

_____

(Mayor)

_____

(City Clerk)

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

_____

(Mayor)

_____

(City Clerk)

THE CITY OF ENDERBY

_____

(Mayor)

_____

(City Clerk)

SCHEDULE "A"	
Designated Bylaws	**Designated Bylaw ~~Compliance~~ Enforcement Officers**
1. Animal Regulation and Animal Pound Bylaw 5252	Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer Poundkeeper Asst. Poundkeeper
2. Building ~~& Plumbing~~ Bylaw 5900	Director, Planning and Community Services Manager, Building and Inspections Manager, ~~Bylaw Compliance~~ Protective Services Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
3. Business Licence Bylaw ~~5480~~ 6100	Director, Planning and Community Services Manager, ~~Bylaw Compliance~~ Protective Services ~~Business Licence Inspector~~ Manager, Building & Licensing ~~Asst. Business Licence Inspector~~ Building Inspector Coordinator, Licensing & Administration Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
4. Cemetery Management Bylaw 5767	Manager, Protective Services Manager, Parks and Public Spaces Maintenance Director, Operation Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
~~5. Commercial Vehicle Licence Bylaw #3223~~	~~Manager, Bylaw Compliance~~ ~~Bylaw Compliance Officer~~ ~~Asst. Bylaw Compliance Officer~~ ~~R.C.M.P. Officer~~
6. Fire Services Bylaw 5635	Fire Chief Deputy Fire Chief Fire Inspector(s) Shift Officers RCMP Officer Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer

7. Good Neighbour Bylaw 4980	Director, Corporate ~~Services~~ Administration Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer Fire Chief Deputy Fire Chief Fire Inspector(s) Shift Officers RCMP Officer
8. Graffiti Bylaw 5010	Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
~~9. Mixed Martial Arts Bylaw #5505~~	~~Manager, Bylaw Compliance~~ ~~Bylaw Compliance Officer~~ ~~Asst. Bylaw Compliance Officer~~ ~~R.C.M.P. Officer~~
10. Parks and Public Places Bylaw 5057	Manager, Parks & Public Spaces Maintenance Manager, ~~Bylaw Compliance~~ Protective Services Manager, ~~Public works, Parks~~ Roads, Drainage and Airport Director, Operation Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
~~11. Refuse Collection Bylaw 3148~~ Solid Waste Management Bylaw 5911	Director, Operation Services Manager, Roads, Drainage and Airport Director, Planning and Community Services Manager, Building and ~~Inspections~~ Licensing Manager, ~~Bylaw Compliance~~ Protective Services Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
12. Rental Unit Standards of Maintenance Bylaw 5120	Manager, Building & ~~Inspections~~ Licensing Building Inspector Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
13. Safe Premises Bylaw 5178	Manager, Building & ~~Inspections~~ Licensing Building Inspector Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer

14. Sanitation Bylaw 1914	Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
15. Second Hand Dealers and Pawnbrokers Bylaw 4878	Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
16. Sign Bylaw 4489	Director, Planning and Community Services Manager, Building and ~~Inspections~~ Licensing Manager, ~~Bylaw Compliance~~ Protective Services Building Inspector Coordinator, Licensing & Administration Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
17. Soil Removal and Deposition Bylaw 5259	Director, Planning & Community Services ~~Director, Engineering & GIS Services~~ Manager, Engineering Development Services Manager, Building & ~~Inspections~~ Licensing Manager, ~~Bylaw Compliance~~ Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer
18. Stormwater Drainage Bylaw 5995	Manager, Utilities Manager, Roads, Drainage and Airport Manager, Building and Licensing Manager, Protective Services Manager, Infrastructure Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer
19. Subdivision and Development Servicing Bylaw 3843	Director, Planning and Community Services Manager, Engineering Development Services Manager, Building and ~~Inspections~~ Licensing Manager, ~~Bylaw Compliance~~ Protective Services Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
20. Traffic Bylaw 5600	Director, ~~Engineering & GIS Services~~ Planning & Community Services Manager, Transportation Municipal Transportation Engineer Manager, ~~Bylaw Compliance~~ Protective Services

	Bylaw Compliance Officer Asst. Bylaw Compliance Officer Director, Operation Services RCMP Officer
21. Zoning Bylaw 6000	Director, Planning and Community Services Manager, Building and ~~Inspections~~ Licensing Manager, ~~Bylaw Compliance~~ Protective Services Manager, Transportation Building Inspector Bylaw Compliance Officer Coordinator, Licensing & Administration Asst. Bylaw Compliance Officer RCMP Officer

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Animal Regulation and Animal Pound Bylaw				
5252	2(a)	Obstruct Officer – Inspection	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
5252	2(b)	Obstruct Officer – Identification	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
5252	11(b)	Obstruct Poundkeeper	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
~~5252~~	~~Schedule A(2)~~	~~Illegal Keeping of Rooster~~	~~$250.00~~	~~$200.00~~
5252	Schedule A(2)	Keeping of more than ~~3~~ 4 Hens	$200.00	$150.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Building ~~& Plumbing~~ Bylaw				
5900	4.7	Obstruct Entry to Land, Building or Premises	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

~~Bylaw No.~~	~~Section~~	~~Description~~	~~A1 Penalty~~	~~A2 Early Payment Penalty~~
~~**Business Licence Bylaw**~~				
~~5480~~	~~3.1~~	~~No Business Licence~~ ~~*(Bylaw 5669)*~~	~~$1000.00~~	~~$1000.00~~
~~5480~~	~~4.1~~	~~Failure to Pay Fee~~	~~$100.00~~	~~$80.00~~
~~5480~~	~~4.12~~	~~Failure to Notify of Change~~	~~$100.00~~	~~$80.00~~
~~5480~~	~~5.11~~	~~Non-Compliance with Busking Policy~~	~~$100.00~~	~~$80.00~~
~~5480~~	~~5.12~~	~~Unlicenced Street Vending~~	~~$200.00~~	~~$170.00~~
~~5480~~	~~9.2~~	~~Obstruct Licence Inspector~~ ~~*(Bylaw 5669)*~~	~~$1000.00~~	~~$1000.00~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Business Licence Bylaw				
6100	4.1	No Business Licence	$3000.00	$3000.00
6100	4.2	No Business Licence (Non-Resident Business)	$3000.00	$3000.00
6100	4.5	No Insurance	$500.00	$450.00
6100	4.10	Prohibited Sale	$500.00	$450.00
6100	4.13(c)	Failure to Provide Accurate Information	$3000.00	$3000.00
6100	4.21	Failure to Post Licence	$400.00	$350.00
6100	4.22	Failure to Provide Licence (Non-Resident Business)	$400.00	$350.00
6100	4.25	Failure to Apply for Licence Change	$400.00	$350.00
6100	4.31(b)	Failure to Surrender Business Licence	$400.00	$350.00
6100	4.32	Remove Suspension or Cancellation Notice	$400.00	$375.00
6100	5.1(a)	Unlicensed Sub-Contractor	$400.00	$350.00
6100	5.1(b)	Failure to Submit List of Sub-Contractors	$400.00	$350.00
6100	5.2	Operate Without Interior Health Approval	$500.00	$450.00
6100	5.3(a)	Failure to Clean Grease Trap	$800.00	$750.00
6100	5.3(b)	Failure to Submit Inspection Report	$400.00	$350.00
6100	5.3(c)	Refuse Grease Trap Inspection	$400.00	$350.00
6100	5.5	Customer Parking Offsite	$400.00	$450.00
6100	5.6	Customer Parking Not Marked	$400.00	$350.00
6100	5.7(a)	Failure to Provide Records	$400.00	$350.00
6100	5.7(b)	Failure to Post Evacuation Plan	$400.00	$350.00
6100	5.10(b)	No Insurance (Mobile Vending)	$400.00	$350.00
6100	5.11(a)	Operate in Unapproved Location	$400.00	$350.00
6100	5.11(b)	Littering (Mobile Vending)	$400.00	$350.00
6100	5.11(c)	Failure to Remove Recycling or Garbage (Mobile Vending)	$200.00	$150.00
6100	5.11(d)	Failure to Maintain (Mobile Vending)	$400.00	$350.00
6100	5.11(e)	Operate outside Assigned Space	$400.00	$350.00
6100	5.11(f)	Failure to Remove (Mobile Vending)	$500.00	$450.00
6100	5.11(g)	Failure to Vacate or Relocate (Mobile Vending)	$400.00	$350.00
6100	5.11(h)	Fail to Comply with MVA or Traffic Legislation	$400.00	$350.00

6100	5.12	No Encroachment Agreement	$400.00	$350.00
6100	5.13	Incomplete Personal Watercraft Agreement	$400.00	$350.00
6100	5.14(a)	Failure to Keep Records (Watercraft)	$400.00	$350.00
6100	5.14(b)	Failure to Check Licence (Watercraft)	$400.00	$350.00
6100	5.14(c)	Failure to Review Operating and Safety Rules	$400.00	$350.00
6100	5.14(d)	Failure to Mark Rentals (Watercraft)	$400.00	$350.00
6100	5.15	Not Principal Residence (Short-Term Rental)	$1000.00	$950.00
6100	5.17(a)	Failure to Maintain Records (Short-Term Rental)	$400.00	$350.00
6100	5.17(b)	Failure to Post Evacuation Plan (Short-Term Rental)	$400.00	$350.00
6100	5.17(c)	Exceed Guest Limit (Short-Term Rental)	$1000.00	$950.00
6100	5.17(d)	Failure to Provide Designated Parking	$400.00	$350.00
6100	5.17(e)	Failure to Attend Site Upon Request (Short-Term Rental)	$400.00	$350.00
6100	5.19	No Licence (Special Events)	$500.00	$450.00
6100	5.19(b)	No Insurance (Special Events)	$400.00	$350.00
6100	5.20	Non-Compliance with Busking Policy	$100.00	$75.00
6100	6.1	Failure to Provide Requested Information	$3000.00	$3000.00
6100	6.2	Prevent Entry of Officer/Inspector	$3000.00	$3000.00
6100	6.3	Obstruct Officer/Inspector	$3000.00	$3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Cemetery Management Bylaw				
5767	14.1	Fail to Comply with Bylaw Provisions	$500.00	~~$150.00~~ $475.00

~~Bylaw No.~~	~~Section~~	~~Description~~	~~A1 Penalty~~	~~A2 Early Payment Penalty~~
~~**Commercial Vehicle Licencing Bylaw**~~				
~~3223~~	~~5.0~~	~~No Commercial Vehicle Decal (Roadway)~~	~~$50.00~~	~~$40.00~~
~~3223~~	~~6.0~~	~~No Commercial Vehicle Decal (Private)~~	~~$50.00~~	~~$40.00~~

~~3223~~	~~12.0~~	~~Decal Not Displayed Correctly~~	~~$50.00~~	~~$35.00~~
~~3223~~	~~15.(b)~~	~~Decal Illegally in Use~~	~~$200.00~~	~~$150.00~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Fire Services Bylaw				
5635	4.1	Obstruction of a Member	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
5635	4.3	Failure to obey traffic control	~~$100.00~~ $1000.00	~~$90.00~~ $975.00
5635	5.3	Accumulation of combustibles	~~$200.00~~ $400.00	~~$180.00~~ $375.00
~~5635~~	~~5.4~~	~~Burning in open air~~	~~$400.00~~	~~$390.00~~
5635	6.4	Obstruction of an inspection	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
5635	7.1(a)	~~Failure to provide smoke alarm in conformity with CAN/ULC-S531 in each Dwelling Unit~~ Non-conforming smoke alarm in dwelling unit	$150.00	$140.00
~~5635~~	~~7.1(a)~~	~~Failure to provide smoke alarm in each sleeping room not within a dwelling~~	~~$150.00~~	~~$140.00~~
5635	7.2(a)	Failure to ~~provide smoke alarms in requisite locations~~ maintain fire protection installations	$150.00	$140.00
5635	7.11~~(a)~~	Failure to provide alternate measures for interruption of fire protection systems	$250.00	$225.00
~~5635~~	~~7.11(b)~~	~~Failure to notify fire department of fire alarm shut down~~	~~$150.00~~	~~$140.00~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Good Neighbour Bylaw				
4980	2.1	Obstruct an Officer	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
4980	4.5(f)	Construction Noise Outside Permitted Hours – Property Owner	$500.00	$475.00

4980	4.6~~(f)~~(g)	Disturb Peace – Boat Noise	$200.00	$190.00

~~Bylaw No.~~	~~Section~~	~~Description~~	~~A1 Penalty~~	~~A2 Early Payment Penalty~~
~~Mixed Martial Arts Bylaw~~				
~~5505~~	~~3~~	~~Engage in Professional Contest~~	~~$400.00~~	~~$350.00~~
~~5505~~	~~5~~	~~Act as Promoter, Matchmaker, Second~~	~~$600.00~~	~~$500.00~~
~~5505~~	~~7(c)~~	~~Obstruct Officer~~	~~$1000.00~~	~~$900.00~~

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Parks and Public Places Bylaw				
5057	14(b)(iv)	Erect Temporary Shelter ~~within 15 Meters Prohibited Area *(Bylaw 5638)*~~ in, on, within or attached to prohibited area	$200.00	$190.00
~~5057~~	~~14(b)(v)~~	~~Erect Temporary Shelter on Pathway or Trail *(Bylaw 5638*~~	~~$100.00~~	~~$90.00~~
5057	25	Obstruct Officer	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Solid Waste Management Bylaw				
5911	1.6	Obstruct Bylaw Officer or Director	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00
5911	3.~~75~~	Place Municipal Solid Waste for Collection in an Inappropriate Container	$200.00	$180.00
5911	3.~~98~~(a)	Fail to maintain cart in a clean and sanitary condition	$200.00	$180.00
5911	3.~~98~~(c)	Allow Municipal Solid Waste to Accumulate and Attract Wildlife	$500.00	$450.00

5911	3.~~98~~(d)	Fill a Cart to a Gross Weight Greater Than Maximum Allowed	$200.00	$180.00
5911	3.~~98~~(e)	Excessive Garbage Not Allowing Cart Lid to Closed	$200.00	$180.00
5911	3.~~98~~(g)	Cart Contents Overflowing	$200.00	$180.00
5911	3.~~98~~(h)	Fail to Surrender Cart to City Upon Request	$200.00	$180.00
5911	3.~~98~~(i)	Place garbage without owner's permission	$200.00	$180.00
5911	3.2~~98~~ a-f	Fail to use an Extra Garbage Sticker	$200.00	$180.00
5911	3.2~~98~~	Inappropriate Extra Garbage Bags and/or Their Use	$200.00	$180.00
5911	3.~~30~~29	Inappropriate Materials Loose in Cart	$200.00	$180.00
5911	3.3~~2~~1	Ashes not Cooled and Separated from Other Waste	$200.00	$180.00
5911	3.~~40~~39	Unpermitted Items in Residential Organics Cart	$200.00	$180.00
5911	9.1~~1~~0	Improperly Placed Collection Container	$200.00	$180.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Rental Unit Standards of Maintenance Bylaw				
5120	6.4	Obstruct Inspector	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Safe Premises Bylaw				
5178	6.3 a	Obstruct Officer – Posting	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Second Hand Dealers Bylaw				
4878	2.~~34~~(a)	Failure to Record Name	$250.00	$225.00
4878	2.~~34~~(c)	Failure to Record Property	$500.00	$475.00
4878	2.1~~32~~	Take in Pawn from Underage Person	$150.00	$125.00
4878	2.1~~65~~(a)	Failure to Tag and Separate Item	$150.00	$125.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Sign Bylaw				
4489	Part I – E.1	Obstruct an Officer	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Soil Removal and Deposition Bylaw				
5259	8.2	Obstruct Director or Designate	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Subdivision and Development Servicing Bylaw				
3843	8.03	Obstruct City Officer	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Traffic Bylaw				
5600	3.4	Obstruct Bylaw Officer	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

5600	3.12~~(a)~~(b)	Deposit snow / ice from property onto Travelled Portion of a Highway *(Bylaw 5865)*	$100.00	$75.00
5600	3.12~~(b)~~(a)	Deposit snow / ice from property onto Boulevard not adjacent *(Bylaw 5865)*	$100.00	$75.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Zoning Bylaw				
6000	3.2.1	Obstruct Inspector	~~$1000.00~~ $3000.00	~~$1000.00~~ $3000.00

THE CORPORATION OF THE CITY OF VERNON

BYLAW 6048

A bylaw respecting the enforcement of bylaw notices in conjunction with the Southern Interior Bylaw Notice Dispute Adjudication Registry.

WHEREAS it is the intention of the Council of The Corporation of the City of Vernon to participate in the Southern Interior Bylaw Notice Dispute Adjudication Registry with respect to bylaw notices;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. CITATION

1.1. This bylaw may be cited as **"Bylaw Notice Enforcement Bylaw 6048, 2025"**.

2. REPEAL

2.1. Bylaw Notice Enforcement Bylaw Number 5250, 2011, including all amendments thereto, is hereby repealed.

2.2. Commercial Vehicle Licensing Bylaw 3223, 1984, including all amendments thereto, is hereby repealed.

3. DEFINITIONS

3.1. In this Bylaw:

"*Act*" means the *Local Government Bylaw Notice Enforcement Act*;

"City" means the City of Vernon;

"Registry" means the Southern Interior Bylaw Notice Dispute Adjudication Registry established pursuant to this bylaw

4. TERMS

4.1. The terms in this bylaw have the same meaning as the terms defined in the *Act*.

5. BYLAW CONTRAVENTIONS

5.1. The bylaws and bylaw contraventions designated in Schedule “A” attached hereto and forming part of this Bylaw, may be dealt with by bylaw notice.

6. OFFENCE AND PENALTY

6.1. The penalty for a contravention referred to in Section 5 is as follows:

(a) Subject to Subsection 6.1(b) and 6.1(c), is the Penalty amount set out in Column A1 of Schedule “A”;

(b) If received by the City within 14 days of the person receiving or being presumed to have received the notice, is the Early Payment Penalty set out in Column A2 of Schedule “A”;

(c) If more than 28 days after the person received or is presumed to have received the bylaw notice, is subject to a late payment surcharge in addition to the penalty under Subsection 6.1(a), and is the Late Penalty set out in Column A3 of Schedule “A”

7. PERIOD FOR PAYING A DISPUTED TICKET

7.1. A person who receives a bylaw notice must, within 14 days of the date on which the person received or is presumed to have received the bylaw notice:

(a) Pay the penalty, or

(b) Request dispute adjudication by filling in the appropriate portion of the bylaw notice indicating either a payment or a dispute and delivering it, either in person during regular office hours, or by mail, to the City.

7.2. A person may pay the indicated penalty after 14 days of receiving the notice, subject to the applicable surcharge for late payment in accordance with Subsection 6.1(c), but no person may dispute the notice after 14 days of receiving the bylaw notice.

7.3. Where a person was not served personally with a bylaw notice and advises the City, in accordance with the requirements of Section 25 of the *Act*, that they did not receive a copy of the original notice, the time limits for responding to a bylaw notice under Section 6 and Section 7.2 of this Bylaw do not begin to run until a copy of the bylaw notice is redelivered to them in accordance with the *Act*.

8. BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY

8.1. The Registry is established as a bylaw notice dispute adjudication system in accordance with the *Act* to resolve disputes in relation to bylaw notices.

8.2. The civic address of the Registry is **1435 Water Street, Kelowna BC V1Y 1J4**.

8.3. The City is authorized to enter into, and the Mayor and Corporate Officer are authorized to execute, the dispute adjudication system agreement and subsequent renewals, in the form and with substantially the same content of the agreement attached as Schedule “B”.

8.4. Every person who is unsuccessful in a dispute adjudication in relation to a bylaw notice or a compliance agreement under the dispute adjudication system established under this section must pay the City an additional fee of $25 for the purpose of the City recovering the costs of the adjudication system.

9. SCREENING OFFICERS

9.1. The position of Screening Officer is established.

9.2. The following are designated classes of persons that may be appointed as screening officers:

(a) Officers and Employees of the City of Vernon and Council may appoint screening officers from these classes of persons by name of office, or otherwise.

10. POWERS, DUTIES AND FUNCTIONS OF SCREENING OFFICERS

10.1. The powers, duties, and functions of Screening Officers are as set out in the *Act*, and include the following powers:

(a) Where requested by the person against whom a contravention is alleged, communicate information respecting the nature of the contravention, the provision of the bylaw contravened, the facts on which the contravention allegation is based, the penalty for a contravention, the opportunity to enter into a compliance agreement, the opportunity to proceed to the bylaw notice dispute adjudication system and the fee or fees payable in relation to the bylaw notice enforcement process;

(b) To communicate with any or all of the following for the purposes of performing their functions under this Bylaw or the Act:

(i.) the person against whom a contravention is alleged or their representative;

(ii.) the officer issuing the notice;

(iii.) the complainant or their representative;

(iv.) the City's staff and records regarding the disputant's history of bylaw compliance.

(c) To prepare and enter into compliance agreements under the *Act* with persons who dispute bylaw notices, including to establish terms and conditions for compliance that the Screening Officer considers necessary or advisable, including time periods for payment of penalties and compliance with the Bylaw.

(d) To provide for payment of a reduced penalty if a compliance agreement is entered into, as provided in Column A4 of Schedule "A", and

(e) To cancel bylaw notices in accordance with the *Act* or City policies and guidelines,

10.2. The bylaw contraventions in relation to which a Screening Officer may enter into a compliance agreement are indicated in Column A4 of Schedule “A”.

10.3. The maximum duration of a compliance agreement is one year.

11. BYLAW ENFORCEMENT OFFICERS

11.1. Persons acting as any of the following are designated as Bylaw Enforcement Officers for the purposes of this Bylaw and the Act:

(a) Special Constables, Officers, Members or Constables of:

(i.) The provincial police force as defined in Section 1 of the *Police Act*, or

(ii.) A municipal police force;

(b) Bylaw Enforcement Officers appointed pursuant to the *Police Act* and *Community Charter*;

(c) Local Assistants to the Fire Commissioner under Section 6 of the *Fire Services Act*;

(d) Bylaw Enforcement Officers, Licensing Inspectors, Building Inspectors, Animal Control Officers, or other persons acting in another capacity on behalf of a municipality, regional district or local trust committee for the purpose of enforcement of one or more of its bylaws.

11.2. The City may from time to time provide for the form or forms of the bylaw notice, provided the bylaw notice complies with Section 4 of the Act.

12. SEVERABILITY

12.1. If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

READ A FIRST TIME this day of, 2025.
READ A SECOND TIME this day of, 2025.
READ A THIRD TIME this day of, 2025.
ADOPTED this day of, 2025.

Mayor

Corporate Officer

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Animal Regulation and Animal Pound Bylaw						
5252	2(a)	Obstruct Officer – Inspection	$500.00	$500.00	$500.00	NO
5252	2(b)	Obstruct Officer – Identification	$500.00	$500.00	$500.00	NO
5252	3(a)	Illegal Keeping of Animals	$100.00	$75.00	$110.00	YES
5252	3(b)	To many companion animals	$ 50.00	$25.00	$60.00	YES
5252	3(c)	To many agricultural animals	$100.00	$75.00	$110.00	YES
5252	3(f)	Unenclosed Animals	$200.00	$175.00	$225.00	YES
5252	3(h)	Keeping of non-Farm Swine	$100.00	$75.00	$110.00	YES
5252	3(j)	Unconfined Rabbit	$ 50.00	$25.00	$60.00	YES
5252	3(k)	Sell or Give Unaltered Rabbits	$100.00	$90.00	$110.00	YES
5252	3(l)	Failure to remove Rabbit Warren	$150.00	$125.00	$175.00	YES
5252	3(m)	Animal at Large – Public Property	$200.00	$175.00	$225.00	YES
5252	3(n)	Animal at Large – Private Property	$200.00	$175.00	$225.00	YES
5252	4(a)(i)	Fail to provide potable drinking water	$100.00	$90.00	$110.00	YES
5252	4(a)(ii)	Fail to provide appropriate food	$100.00	$90.00	$110.00	YES
5252	4(a)(iii)	Fail to provide clean food and water receptacles	$100.00	$90.00	$110.00	YES
5252	4(a)(iv)	Fail to provide regularly cleaned and sanitized shelter	$100.00	$90.00	$110.00	YES
5252	4(a)(v)	Fail to provide sufficient exercise	$100.00	$90.00	$110.00	YES
5252	4(a)(vi)	Fail to provide veterinarian care – pain, suffer, disease	$200.00	$175.00	$225.00	YES
5252	4(b)	Confined animal – Heat	$200.00	$175.00	$225.00	YES

5252	4(c)	Confined animal – Cold	$200.00	$175.00	$225.00	YES
5252	4(d)	Abandon animal	$250.00	$225.00	$275.00	NO
5252	4(e)	Fail to provide adequate tether	$100.00	$90.00	$110.00	YES
5252	4(f)	Tethered excess 4 hours	$100.00	$90.00	$110.00	YES
5252	11(b)	Obstruct Poundkeeper	$500.00	$500.00	$500.00	NO
5252	Schedule A(1)	Urban Hen at Large	$ 50.00	$25.00	$60.00	YES
5252	Schedule A(2)	Keeping of more than 4 Hens	$ 75.00	$50.00	$85.00	YES
5252	Schedule A(7)	Improper Coop	$100.00	$75.00	$110.00	YES
5252	Schedule A(9)	Illegal Slaughter	$100.00	$75.00	$110.00	YES
5252	Schedule A(10)	Unhygienic Storage or Accumulation	$ 50.00	$25.00	$60.00	YES
5252	Schedule A(12)	No Urban Hen Licence	$ 50.00	$25.00	$60.00	YES
5252	Schedule B(1)	No Pigeon Keeping Permit	$ 50.00	$25.00	$60.00	YES
5252	Schedule B(4c)	Illegally Sited Loft	$50.00	$25.00	$60.00	YES
5252	Schedule C(1)	Mini Pig At Large	$50.00	$35.00	$60.00	YES
5252	Schedule C(2)	Failure to Register	$50.00	$35.00	$60.00	YES
5252	Schedule C(3)	Failure to Spay or Neuter	$50.00	$35.00	$60.00	YES
5252	Schedule C(4)	Over limit of 2 Mini Pigs	$50.00	$35.00	$60.00	YES
5252	Schedule C(5)	Property unable to accommodate	$50.00	$35.00	$60.00	YES
5252	Schedule C(6)	Illegal Pen or Shelter	$50.00	$35.00	$60.00	YES
5252	Schedule C(7)	Unsanitary Yard/Premise	$50.00	$35.00	$60.00	YES

5252	Schedule C(9)	Uncontrolled Noise from Mini Pig	$50.00	$35.00	$60.00	YES
5252	Schedule F	Failure to comply with Urban Beekeeping Regulations	$50.00	$35.00	$60.00	YES
5252	Schedule G(1)(a)	Purposely Feed Wildlife or Feral Animal	$375.00	$350.00	$400.00	NO
5252	Schedule G(1)(b)	Purposely Place or Leave Attractant	$375.00	$350.00	$400.00	NO
5252	Schedule G(1)(c)	Fail to Manage Attractant	$100.00	$80.00	$110.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Building Bylaw						
5900	4.1	No Permit - Building	$300.00	$250.00	$325.00	YES
5900	4.1	No Permit – Plumbing	$300.00	$250.00	$325.00	YES
5900	4.1	No Permit – Demolition	$300.00	$250.00	$325.00	YES
5900	4.2	Occupy without Permit	$100.00	$80.00	$110.00	YES
5900	4.6	Build at Variance to Permit	$100.00	$90.00	$110.00	YES
5900	4.7	Obstruct Entry to Land, Building or Premises	$500.00	$500.00	$500.00	NO
5900	10.41	Fail to Cease Work	$500.00	$500.00	$500.00	YES
5900	10.42	Tamper With Notice or Permit	$100.00	$80.00	$110.00	NO
5900	11.1	No Permit - Retaining Wall	$100.00	$90.00	$110.00	YES
5900	12.1	Move Building Without Permit	$100.00	$90.00	$110.00	YES
5900	14.2	Failure to Secure Pool	$100.00	$90.00	$110.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Business Licence Bylaw						
6100	4.1	No Business Licence	$300.00	$250.00	$325.00	YES
6100	4.2	No Business Licence (Non-Resident Business)	$300.00	$250.00	$325.00	YES
6100	4.5	No Insurance	$300.00	$250.00	$325.00	YES
6100	4.10	Prohibited Sale	$300.00	$250.00	$325.00	YES
6100	4.13(c)	Failure to Provide Accurate Information	$500.00	$450.00	$500.00	NO
6100	4.21	Failure to Post Licence	$200.00	$150.00	$225.00	YES
6100	4.22	Failure to Provide Licence (Non-Resident Business)	$200.00	$150.00	$225.00	YES
6100	4.25	Failure to Apply for Licence Change	$200.00	$175.00	$225.00	NO
6100	4.31(b)	Failure to Surrender Business Licence	$200.00	$175.00	$225.00	NO
6100	4.32	Remove Suspension or Cancellation Notice	$200.00	$175.00	$225.00	NO
6100	5.1(a)	Unlicensed Sub-Contractor	$200.00	$150.00	$225.00	YES
6100	5.1(b)	Failure to Submit List of Sub-Contractors	$200.00	$150.00	$225.00	YES
6100	5.2	Operate Without Interior Health Approval	$300.00	$250.00	$325.00	YES
6100	5.3(a)	Failure to Clean Grease Trap	$400.00	$350.00	$450.00	YES
6100	5.3(b)	Failure to Submit Inspection Report	$200.00	$150.00	$225.00	YES
6100	5.3(c)	Refuse Grease Trap Inspection	$200.00	$150.00	$225.00	NO
6100	5.5	Customer Parking Offsite	$200.00	$150.00	$225.00	YES
6100	5.6	Customer Parking Not Marked	$200.00	$150.00	$225.00	YES
6100	5.7(a)	Failure to Provide Records	$200.00	$150.00	$225.00	NO
6100	5.7(b)	Failure to Post Evacuation Plan	$200.00	$150.00	$225.00	YES
6100	5.10(b)	No Insurance (Mobile Vending)	$200.00	$150.00	$225.00	YES
6100	5.11(a)	Operate in Unapproved Location	$200.00	$150.00	$225.00	YES
6100	5.11(b)	Littering (Mobile Vending)	$200.00	$150.00	$225.00	NO
6100	5.11(c)	Failure to Remove Recycling or Garbage (Mobile Vending)	$100.00	$75.00	$125.00	YES

6100	5.11(d)	Failure to Maintain (Mobile Vending)	$200.00	$150.00	$225.00	YES
6100	5.11(e)	Operate outside Assigned Space	$200.00	$150.00	$225.00	YES
6100	5.11(f)	Failure to Remove (Mobile Vending)	$300.00	$250.00	$325.00	YES
6100	5.11(g)	Failure to Vacate or Relocate (Mobile Vending)	$200.00	$150.00	$225.00	YES
6100	5.11(h)	Fail to Comply with MVA or Traffic Legislation	$200.00	$150.00	$225.00	YES
6100	5.12	No Encroachment Agreement	$200.00	$150.00	$225.00	YES
6100	5.13	Incomplete Personal Watercraft Agreement	$200.00	$150.00	$225.00	YES
6100	5.14(a)	Failure to Keep Records (Watercraft)	$200.00	$150.00	$225.00	YES
6100	5.14(b)	Failure to Check Licence (Watercraft)	$200.00	$150.00	$225.00	YES
6100	5.14(c)	Failure to Review Operating and Safety Rules	$200.00	$150.00	$225.00	YES
6100	5.14(d)	Failure to Mark Rentals (Watercraft)	$200.00	$150.00	$225.00	YES
6100	5.15	Not Principal Residence (Short-Term Rental)	$500.00	$450.00	$500.00	YES
6100	5.17(a)	Failure to Maintain Records (Short-Term Rental)	$200.00	$150.00	$225.00	YES
6100	5.17(b)	Failure to Post Evacuation Plan (Short-Term Rental)	$200.00	$150.00	$225.00	YES
6100	5.17(c)	Exceed Guest Limit (Short-Term Rental)	$500.00	$450.00	$500.00	YES
6100	5.17(d)	Failure to Provide Designated Parking	$200.00	$150.00	$225.00	YES
6100	5.17(e)	Failure to Attend Site Upon Request (Short-Term Rental)	$200.00	$150.00	$225.00	YES
6100	5.19	No Licence (Special Events)	$300.00	$250.00	$325.00	YES
6100	5.19(b)	No Insurance (Special Events)	$200.00	$150.00	$225.00	YES
6100	5.20	Non-Compliance with Busking Policy	$50.00	$40.00	$60.00	YES
6100	6.1	Failure to Provide Requested Information	$500.00	$500.00	$500.00	NO
6100	6.2	Prevent Entry of Officer/Inspector	$500.00	$500.00	$500.00	NO
6100	6.3	Obstruct Officer/Inspector	$500.00	$500.00	$500.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cemetery Management Bylaw						
5767	14.1	Fail to Comply with Bylaw Provisions	$100.00	$90.00	$110.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Fire Services Bylaw						
5635	4.1	Obstruction of a Member	$500.00	$500.00	$500.00	NO
5635	4.2(a)	Unauthorized entry to Incident building	$75.00	$50.00	$90.00	NO
5635	4.2(b)	Unauthorized entry to Incident boundary	$75.00	$50.00	$90.00	NO
5635	4.2(c)	Refusal to move from Incident boundary when directed	$75.00	$50.00	$90.00	NO
5635	4.3	Failure to obey traffic control	$500.00	$450.00	$500.00	NO
5635	4.4	False representation	$100.00	$85.00	$115.00	NO
5635	4.5	Driving over equipment	$125.00	$100.00	$150.00	NO
5635	4.6(a)	Failure to secure premise	$100.00	$85.00	$115.00	NO
5635	5.1(a)	Burning where prohibited	$ 500.00	$ 500.00	$ 500.00	NO
5635	5.2	Discarding burning substances	$500.00	$500.00	$500.00	NO
5635	5.3	Accumulation of combustibles	$200.00	175.00	$225.00	YES
5635	5.4	Burning without Permit	$ 200.00	$175.00	$ 225.00	NO
5635	5.6(b)(iii)	Burning too close to residence, businesses or other facilities	$75.00	$50.00	$90.00	NO

5635	5.6(b)(iv)	Failure to control a Land Clearing Debris fire	$250.00	$225.00	$275.00	NO
5635	5.6(b)(v)	Burning during improper burning index	$50.00	$40.00	$60.00	NO
5635	5.6(b)(viii)	Adding material to land clearing Debris after prescribed time	$50.00	$40.00	$60.00	NO
5635	5.7	Commercial, industrial or construction waste burning	$250.00	$225.00	$275.00	NO
5635	6.1	Refusing entry to inspect	$50.00	$40.00	$60.00	YES
5635	6.2	Failure to provide information	$50.00	$40.00	$60.00	YES
5635	6.3	Providing false information	$75.00	$50.00	$90.00	NO
5635	6.4	Obstruction of an inspection	$500.00	$500.00	$500.00	NO
5635	7.1(a)	Non-conforming smoke alarm in a dwelling unit	$150.00	$125.00	$175.00	NO
5636	7.1(b)	Failure to provide smoke alarms in requisite locations	$150.00	$125.00	$175.00	NO
5635	7.2(a)	Failure to maintain fire protection installations	$150.00	$125.00	$175.00	NO
5635	7.2(b)	Failure to test and inspect fire alarm	$150.00	$125.00	$175.00	NO
5635	7.3	Misuse or failure to maintain electrical installations	$150.00	$125.00	$175.00	NO
5635	7.4(a)	Failure to provide portable fire extinguisher	$100.00	$ 85.00	$115.00	NO
5635	7.4(b)	Failure to maintain portable fire extinguisher	$100.00	$ 85.00	$115.00	NO
5635	7.5	Failure to maintain integrity of fire separation	$200.00	$175.00	$225.00	NO
5635	7.6	Failure to maintain integrity of fire closures	$200.00	$175.00	$225.00	NO
5635	7.7	Blocked or wedged closure in fire separation	$150.00	$125.00	$175.00	NO
5635	7.9(b)	Parking in fire lane	$100.00	$ 85.00	$115.00	NO

5635	7.10	Improper clearances of refuse or garbage containers	$100.00	$ 85.00	$115.00	YES
5635	7.11	Failure to provide alternate measures for interruption of fire protection systems	$250.00	$225.00	$275.00	NO
5635	7.12	Failure to maintain exit aisles clean of obstructions	$150.00	$125.00	$175.00	YES
5635	7.13(a)	Improper outdoor storage – Contribute to the spread of fire	$200.00	$175.00	$225.00	YES
5635	7.13(b)	Improper outdoor storage – obstructs fire fighting	$200.00	$175.00	$225.00	YES
5635	7.14(a)	Improper indoor storage – Creates a Fire Hazard	$100.00	$85.00	$115.00	YES
5635	7.14(b)	Improper indoor storage – Obstructs fire fighting	$100.00	$85.00	$115.00	YES
5635	7.15	Failure to address occupancy	$100.00	$85.00	$115.00	YES
5635	7.18	Excessive storage of flammable/combustible liquids	$50.00	$40.00	$60.00	NO
5635	7.19	Excessive storage of flammable/combustible liquids in garages or sheds	$75.00	$50.00	$90.00	NO
5635	7.20	Causation of a False Alarm	$200.00	$175.00	$225.00	YES
5635	8.1	Failure to maintain hydrant clearances	$50.00	$40.00	$60.00	YES
5635	8.3	Unauthorized use of a fire hydrant	$50.00	$50.00	$60.00	NO
5635	8.5(a)	Failure to provide clear access to a private hydrant	$100.00	$85.00	$115.00	YES
5635	8.5(c)	Failure to inspect and maintain private hydrant	$150.00	$125.00	$175.00	YES
5635	9.1	Possession or discharge of Fireworks without permit	$150.00	$125.00	$175.00	NO
5635	9.2(a)	Possession or set off of Display Fireworks without permit	$150.00	$125.00	$175.00	NO

5635	9.5	Storage of Fireworks without Permit	$100.00	$75.00	$90.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Good Neighbour Bylaw						
4980	2.1	Obstruct an Officer	$500.00	$500.00	$500.00	NO
4980	2.2	Obstruct Entry to Property	$250.00	$225.00	$275.00	NO
4980	3.2(a)	Panhandle Within 10 Meters of Financial Institution	$25.00	$20.00	$30.00	NO
4980	3.2(b)	Panhandle Within 10 Meters of automated teller	$25.00	$20.00	$30.00	NO
4980	3.2(c)	Panhandle Within 10 Meters of a bus stop	$25.00	$20.00	$30.00	NO
4980	3.2(d)	Panhandle Within 10 Meters a bus shelter	$25.00	$20.00	$30.00	NO
4980	3.2(e)	Panhandle Within 10 Meters of entrance to Liquor Store	$25.00	$20.00	$30.00	NO
4980	3.3	Panhandle from an occupant of a motor vehicle	$25.00	$20.00	$30.00	NO
4980	3.4	Panhandle after sunset	$25.00	$20.00	$30.00	NO
4980	3.5	Panhandle - sit or lie on a street	$25.00	$20.00	$30.00	NO
4980	3.6	Continue to panhandle	$25.00	$20.00	$30.00	NO
4980	4.3(b)	Operate public address System without permit	$100.00	$90.00	$120.00	YES
4980	4.4(a)	Disturb Peace - Highway Public Property	$250.00	$225.00	$275.00	NO
4980	4.4(b)	Disturb Peace - Private Property	$100.00	$90.00	$120.00	NO
4980	4.5(a)	Vehicle Stereo Disturb peace	$100.00	$90.00	$120.00	NO
4980	4.5(b)	Stereo Noise Disturb Peace	$100.00	$90.00	$120.00	NO

4980	4.5(e)	Construction Noise Outside Permitted Hours	$250.00	$225.00	$275.00	NO
4980	4.5(f)	Construction Noise Outside Permitted Hours – Property Owner	$250.00	$225.00	$275.00	NO
4980	4.5(g)	Fight or confrontation	$250.00	$225.00	$275.00	NO
4980	4.6(a)	Unmuffled boat launched	$125.00	$110.00	$135.00	NO
4980	4.6(g)	Disturb Peace – Boat Noise	$100.00	$90.00	$120.00	NO
4980	5.3(a)	Allow Rubbish/Matter to accumulate	$100.00	$90.00	$120.00	YES
4980	5.3(b)	Allow Rubbish to Overflow	$100.00	$90.00	$120.00	YES
4980	5.3(c)	Allow Property to become or remain Unsightly	$50.00	$40.00	$60.00	YES
4980	5.3(d)	Allow accumulation of growth to occur or remain	$50.00	$40.00	$60.00	YES
4980	5.3(e)	Allow construction waste to accumulate	$100.00	$90.00	$120.00	YES
4980	5.4	Failure to Maintain Boulevard or lane	$50.00	$40.00	$60.00	YES
4980	5.5	Failure to Maintain Property within one meter of lane	$50.00	$40.00	$60.00	YES
4980	5.6	Deposit vegetation waste	$50.00	$40.00	$60.00	YES
4980	5.7	Failure to Clear Sidewalk	$50.00	$40.00	$60.00	YES
4980	6.3	Situate campfire or outdoor fireplace less than 3 meters from a combustible – Interface Zone 1	$100.00	$90.00	$120.00	YES
4980	6.4	Situate campfire or outdoor fireplace less than 5 meters from a combustible – Interface Zone 2 or 3	$100.00	$90.00	$120.00	YES
4980	6.5	Failure to enclose fire	$50.00	$40.00	$60.00	YES
4980	6.6	No spark guard – Zone 2 and 3	$50.00	$40.00	$60.00	YES
4980	6.7(a)	Burn when air quality health index is greater than 3	$50.00	$40.00	$60.00	YES

4980	6.7(b)	Burn when venting index is less than 55	$50.00	$40.00	$60.00	YES
4980	6.7(c)	Burn when conditions are hazardous	$250.00	$225.00	$275.00	NO
4980	6.7(d)	Burn in contravention of fire ban	$500.00	$500.00	$500.00	NO
4980	6.8(a)	Burn when conditions are hazardous	$250.00	$250.00	$275.00	NO
4980	6.8(b)	Burn in contravention of fire ban	$500.00	$500.00	$500.00	NO
4980	6.9	Burn prohibited material	$100.00	$90.00	$120.00	NO
4980	6.10	Allow fire to burn outside of fire enclosure	$50.00	$40.00	$60.00	NO
4980	6.11	Fire emitting smoke or odour	$100.00	$90.00	$120.00	NO
4980	6.12	Allow campfire or fire appliance to burn unattended	$100.00	$90.00	$120.00	NO
4980	6.15	Failure to extinguish fire immediately	$250.00	$225.00	$275.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Graffiti Bylaw						
5010	3.01	Place Graffiti – Public	$250.00	$225.00	$275.00	NO
5010	3.02	Place Graffiti – Private	$250.00	$225.00	$275.00	YES
5010	3.03	Permit Graffiti to be placed	$50.00	$40.00	$60.00	YES
5010	3.04	Failure to maintain property free of graffiti	$100.00	$90.00	$120.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Parks And Public Places Bylaw						
5057	4(a)	Park in Non-Designated Area	$25.00	$15.00	$35.00	NO
5057	4(b)	Park in Reserved Area	$25.00	$15.00	$35.00	NO
5057	4(c)	Park on Grass	$50.00	$15.00	$75.00	NO
5057	4(d)	Obstruct Traffic	$35.00	$20.00	$45.00	NO
5057	4(e)	Park Within 5 Meters of Fire Hydrant	$50.00	$40.00	$60.00	NO
5057	4(f)	Park on Yellow Line	$35.00	$15.00	$50.00	NO
5057	4(g)	Improper or Invalid Number Plate	$35.00	$15.00	$50.00	NO
5057	4(k)	Illegally Remove Ticket	$50.00	$25.00	$75.00	NO
5057	4(l)	Motorized Vehicle in Park Where Prohibited	$50.00	$25.00	$75.00	NO
5057	5	Cause Damage	$250.00	$225.00	$275.00	NO
5057	6(a)(i)	Dog in Park Illegally	$50.00	$40.00	$60.00	NO
5057	6(a)(ii)	Dog in Public Place Illegally	$50.00	$40.00	$60.00	NO
5057	6(a)(iii)	More Than Four Dogs	$50.00	$40.00	$60.00	YES
5057	6(a)(iv)	Dog Illegally Off Leash	$50.00	$40.00	$60.00	YES
5057	6(a)(v)	Dog Without Approval	$50.00	$40.00	$60.00	NO
5057	6(b)	Horse in Public Place	$50.00	$40.00	$60.00	NO
5057	6(c)	Feed wildlife or waterfowl in a park or public place	$50.00	$40.00	$60.00	NO
5057	7(a)	Improper Disposal of Rubbish	$50.00	$40.00	$60.00	NO
5057	7(b)	Discard Hazardous Material	$150.00	$140.00	$160.00	NO
5057	8	Fire in Public Place	$100.00	$90.00	$120.00	NO
5057	9(a)	Unsafe or Improper Conduct	$100.00	$90.00	$120.00	NO
5057	9(b)	Dive or Jump from Pier	$50.00	$40.00	$60.00	NO
5057	9(c)	Bicycle/Vehicle on Pier	$50.00	$40.00	$60.00	NO

5057	9(d)	Carry or Discharge Firearm	$500.00	$475.00	$500.00	NO
5057	9(e)	Watercraft in Swimming Area	$200.00	$190.00	$225.00	NO
5057	9(f)	Improper Operation of Watercraft	$100.00	$90.00	$120.00	NO
5057	9(g)(i)	Open Alcohol in Public Place	$100.00	$90.00	$120.00	NO
5057	9(g)(ii)	Alcohol in Park	$100.00	$90.00	$120.00	NO
5057	9(h)	No Helmet	$35.00	$25.00	$45.00	NO
5057	10	Use Obscene Language	$35.00	$25.00	$45.00	NO
5057	11	Disturb Peace	$100.00	$90.00	$120.00	NO
5057	12	Amplified Sound Disturb Peace	$100.00	$90.00	$120.00	NO
5057	13	Set Up Temporary Shelter in Public Place	$100.00	$90.00	$120.00	NO
5057	14(a)	Erect Event Structure Without Permission	$100.00	$90.00	$120.00	YES
5057	14(b)(i)	Erect Temporary Shelter Before Dusk	$50.00	$40.00	$60.00	NO
5057	14(b)(ii)	Fail to remove Temporary Shelter prior to 9:00 a.m.	$50.00	$40.00	$60.00	NO
5057	14(b)(iv)	Erect Temporary Shelter in, on, within or attached to prohibited area	$100.00	$90.00	$120.00	NO
5057	15	Urinate or Defecate in Public Place	$100.00	$90.00	$120.00	NO
5057	16(a)	Place or Construct Structure	$100.00	$90.00	$120.00	NO
5057	16(b)	Conduct Business	$100.00	$90.00	$120.00	NO
5057	16(c)	Place Advertising	$100.00	$90.00	$120.00	NO
5057	16(e)	Improper Parking	$50.00	$40.00	$60.00	NO
5057	16(g)	Play or Practice Golf	$50.00	$40.00	$60.00	NO
5057	16(h)	Hazardous Activity	$100.00	$90.00	$120.00	NO
5057	16(i)	Damage Tree/Shrub/Property	$100.00	$90.00	$120.00	NO
5057	16(j)	Damage/Cover Sign	$50.00	$40.00	$60.00	NO
5057	16(l)	Animal at Large	$50.00	$40.00	$60.00	NO

5057	16(m)	Possess Paraphernalia	$100.00	$90.00	$120.00	NO
5057	16(n)	Interfere with Event	$50.00	$40.00	$60.00	NO
5057	17(a)	Smoke in Public Place	$50.00	$40.00	$60.00	NO
5057	17(b)	Smoke within 7.5m Transit Stop	$50.00	$40.00	$60.00	NO
5057	17(c)	Smoke in a Park	$50.00	$40.00	$60.00	NO
5057	17(d)	Smoke at Lake Access Site	$50.00	$40.00	$60.00	NO
5057	21	In Public Place After Hours	$100.00	$90.00	$120.00	NO
5057	22	Refuse Order to Leave Public Place	$250.00	$225.00	$275.00	NO
5057	24	Possess Controlled Substance	$125.00	$100.00	$150.00	NO
5057	25	Obstruct Officer	$500.00	$500.00	$500.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Rental Unit Standards of Maintenance Bylaw						
5120	6.1	Allow Use of Non-conforming Rental Unit	$250.00	$225.00	$275.00	YES
5120	6.4	Obstruct Inspector	$500.00	$500.00	$500.00	NO
5120	6.5	Refuse Entry to Inspector	$500.00	$475.00	$500.00	NO
5120	7.1.1	Non-Maintenance of Plumbing System	$100.00	$90.00	$110.00	YES
5120	7.1.3	Inadequate Water Supply	$50.00	$40.00	$60.00	YES
5120	7.1.4	Inadequate Hot Water	$50.00	$40.00	$60.00	YES
5120	7.2.1	Inadequate Supply of Heat	$100.00	$90.00	$110.00	YES
5120	7.2.2	Failure to Provide Heat	$250.00	$240.00	$260.00	YES
5120	7.3.1	Failure to Provide Light	$100.00	$90.00	$110.00	YES
5120	7.3.3	Non-Maintenance of Electrical Access Points	$100.00	$90.00	$110.00	YES
5120	7.4.1	Egress Obstructed	$450.00	$425.00	$475.00	YES

5120	7.5.1	Non-Secured Unit	$100.00	$90.00	$110.00	YES
5120	8.1	Non-Provision of Utilities	$450.00	$425.00	$475.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Safe Premises Bylaw						
5178	4.1	Occupy - Disconnected	$250.00	$225.00	$275.00	NO
5178	4.2	Occupy – Exhaust Vents	$250.00	$225.00	$275.00	NO
5178	4.3	Occupy – Hazardous Substance	$250.00	$225.00	$275.00	NO
5178	4.4(a)	Occupy – Exit Blocked	$250.00	$225.00	$275.00	NO
5178	4.4(b)	Occupy – Fire Stopping	$250.00	$225.00	$275.00	NO
5178	4.4(c)	Occupy – Electrical Hazard	$250.00	$225.00	$275.00	NO
5178	4.5	Occupy – Mould	$250.00	$225.00	$275.00	NO
5178	4.6	Occupy – Unauthourized Alteration	$250.00	$225.00	$275.00	NO
5178	5.1(g)	Occupy – Occupancy Permit	$500.00	$500.00	$500.00	NO
5178	6.3(a)	Obstruct Officer – Posting	$500.00	$500.00	$500.00	NO
5178	6.3(b)	Remove/Alter Notice	$250.00	$225.00	$275.00	NO
5178	6.3(c)	Occupy – Without Permission	$500.00	$500.00	$500.00	NO
5178	7.1(a)	Failure to Nofify of Contravention	$200.00	$190.00	$220.00	NO
5178	7.1(b)	Failure to Take Action	$200.00	$190.00	$220.00	NO
5178	8.1	Use City Water	$250.00	$225.00	$275.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Sanitation Bylaw						
1914	700	Failure to Maintain Sanitary Yard	$100.00	$ 90.00	$110.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Second Hand Dealers Bylaw						
4878	2.12	Take in Pawn from Underage Person	$50.00	$40.00	$60.00	NO
4878	2.15(a)	Failure to Tag and Separate Item	$50.00	$40.00	$60.00	NO
4878	2.4(a)	Failure to Record Name	$100.00	$90.00	$120.00	NO
4878	2.4(c)	Failure to Record Property	$250.00	$225.00	$275.00	NO
4878	3.2	Supply False Information	$250.00	$225.00	$275.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Sign Bylaw						
4489	Part I – C.8.	Sign Impede Corner Visibility	$100.00	$90.00	$110.00	YES
4489	Part I – E.1	Obstruct an Officer	$500.00	$500.00	$500.00	NO
4489	Part I – E.2.	Fail to remove illegal sign	$100.00	$90.00	$110.00	YES
4489	Part II – A.1.	No Sign Permit	$100.00	$90.00	$110.00	YES

4489	Part III – G.4.(a), (b), and (c)	Improper siting of sandwich board sign	$50.00	$40.00	$60.00	YES
4489	Part III – I. 3.	Improper Siting - Portable Sign	$100.00	$90.00	$110.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Soil Removal and Deposition Bylaw						
5259	4.1	Deposit/Remove Soil - No Permit	$250.00	$150.00	$300.00	YES
5259	4.4	Deposit /Remove Soil - Riparian No Permit	$250.00	$150.00	$300.00	YES
5259	4.5	Deposit Waste	$250.00	$150.00	$300.00	YES
5259	4.6	Deposit /Remove Soil – No Approval ALR	$250.00	$150.00	$300.00	YES
5259	6.6(b)	Cause damage without repair	$250.00	$150.00	$300.00	YES
5259	6.6(c)	Obstruct drainage facility/ natural watercourse	$250.00	$150.00	$300.00	YES
5259	6.6(d)	Encroach upon, undermine or physically damage property	$250.00	$150.00	$300.00	YES
5259	6.6(e)	Alter/divert Natural Watercourse	$250.00	$150.00	$300.00	YES
5259	6.6(f)	Deposit/Remove Soil - Slope exceeding 3:1	$250.00	$150.00	$300.00	YES
5259	6.6(g)	Change elevation more than 1.2 metres – Adjacent Property	$250.00	$150.00	$300.00	YES
5259	8.2	Obstruct Director or Designate	$500.00	$500.00	$500.00	NO
5259	8.4	Failure to Cease Activities	$250.00	$150.00	$300.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Solid Waste Management Bylaw						
5911	1.6	Obstruct Bylaw Officer or Director	$500.00	$500.00	$500.00	NO
5911	3.2	Failure to Use System – Residential	$200.00	$175.00	$225.00	YES
5911	3.5	Place Municipal Solid Waste for Collection in an Inappropriate Container	$100.00	$90.00	$120.00	YES
5911	3.8(a)	Fail to maintain cart in a clean and sanitary condition	$100.00	$90.00	$120.00	YES
5911	3.8(c)	Allow Municipal Solid Waste to Accumulate and Attract Wildlife	$250.00	$225.00	$275.00	YES
5911	3.8(d)	Fill a Cart to a Gross Weight Greater Than Maximum Allowed	$100.00	$90.00	$120.00	YES
5911	3.8(e)	Excessive Garbage Not Allowing Cart Lid to Closed	$100.00	$90.00	$120.00	YES
5911	3.8(g)	Cart Contents Overflowing	$100.00	$90.00	$120.00	YES
5911	3.8(h)	Fail to Surrender Cart to City Upon Request	$100.00	$90.00	$120.00	YES
5911	3.8(i)	Place garbage without owner's permission	$100.00	$90.00	$110.00	YES
5911	3.13	Fail To Return Cart to Property	$100.00	$90.00	$120.00	YES
5911	3.14	Cart Incorrectly Placed or Stored	$100.00	$90.00	$120.00	YES
5911	3.16	Fail To Leave Cart at Vacated Property	$100.00	$90.00	$120.00	YES
5911	3.28 a-f	Fail to use an Extra Garbage Sticker	$100.00	$90.00	$120.00	YES
5911	3.28	Inappropriate Extra Garbage Bags and/or Their Use	$100.00	$90.00	$120.00	YES
5911	3.29	Inappropriate Materials Loose in Cart	$100.00	$90.00	$120.00	YES
5911	3.31	Ashes not Cooled and Separated from Other Waste	$100.00	$90.00	$120.00	YES
5911	3.33	Unpermitted Items in Cart	$100.00	$90.00	$120.00	YES
5911	3.39	Unpermitted Items in Residential Organics Cart	$100.00	$90.00	$120.00	YES
5911	5.1	Chipping Material Placed After Service Implementation	$100.00	$90.00	$120.00	YES

5911	5.2	Chipping Material Contrary to Requirements	$100.00	$90.00	$120.00	YES
5911	6.1	Leaves Placed After Service Implementation	$100.00	$90.00	$120.00	YES
5911	7.1	Christmas Trees Contain Decorations or Supports	$100.00	$90.00	$120.00	YES
5911	8.1(b)	Lane Bin Incorrectly Placed	$100.00	$90.00	$120.00	YES
5911	8.3	Collection Container on Right-Of-Way Without Insurance	$100.00	$90.00	$120.00	YES
5911	8.4	Unacceptable Bin	$100.00	$90.00	$120.00	YES
5911	8.6	Use of Collection Containers Contrary to Requirements	$100.00	$90.00	$120.00	YES
5911	9.2	Failure to Use Commercial Collection Service	$250.00	$225.00	$275.00	YES
5911	9.7	Improper Containers for Collection	$100.00	$90.00	$120.00	YES
5911	9.8(a)	Fail to maintain collection cart	$100.00	$90.00	$120.00	YES
5911	9.8(b)	Collection Cart Not Closed	$100.00	$90.00	$120.00	YES
5911	9.8(d)	Collection Cart Overflowing	$100.00	$90.00	$120.00	YES
5911	9.8(e)	Place garbage without owner's permission	$100.00	$90.00	$110.00	YES
5911	9.9	Collection Container Located at Collection Points Outside Designated Times and Date	$100.00	$90.00	$120.00	YES
5911	9.11	Improperly Placed Collection Container	$100.00	$90.00	$120.00	YES
5911	9.18	Use and Type of Collection Container Contrary	$100.00	$90.00	$120.00	YES
5911	9.19	Loose Material Not Bagged	$100.00	$90.00	$120.00	YES
5911	9.23	Garbage Stored or Placed Incorrectly	$100.00	$90.00	$120.00	YES
5911	9.26	Unbundled Cardboard	$100.00	$90.00	$120.00	YES
5911	9.27	Shredded Material Not in a Transparent Bag	$100.00	$90.00	$120.00	YES
5911	9.28	Recyclable Material Attracts Wildlife	$100.00	$90.00	$120.00	YES
5911	9.29	Recyclable Material Stored or Placed Incorrectly	$100.00	$90.00	$120.00	YES
5911	10.1	Litter refuse	$100.00	$90.00	$110.00	YES
5911	10.5	Unlawful Disposal of Hazardous Waste	$200.00	$175.00	$225.00	YES

5911	10.6	Fail to Store, Remove, or Dispose of Hazardous Waste Appropriately	$200.00	$175.00	$225.00	YES
5911	10.8	Banned or Prohibited Material Placed in Cart	$200.00	$175.00	$225.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Stormwater Drainage Bylaw						
5995	3.1(a)	Foul or Impede Stormwater Drainage System	$250.00	$200.00	$275.00	YES
5995	3.1(b)	Deposit Soil into Stormwater Drainage System	$250.00	$200.00	$275.00	YES
5995	3.2	Unlawful Discharge	$250.00	$200.00	$275.00	YES
5995	3.3(a)	Discharge Outside Lawful pH Values	$250.00	$200.00	$275.00	YES
5995	3.3(b)	Discharge Resulting in Turbidity Exceeding Lawful Levels	$250.00	$200.00	$275.00	YES
5995	3.4(a)	Discharge of Prohibited or Hazardous Waste	$250.00	$200.00	$275.00	YES
5995	3.4(b)	Discharge Harming or Damaging Operation of Stormwater System	$500.00	$450.00	$500.00	YES
5995	3.4(c)	Discharge Contravening the Fisheries Act of Canada	$500.00	$450.00	$500.00	YES
5995	3.5(a)	Discharge Sewage or Sanitary Waste	$250.00	$200.00	$275.00	YES
5995	3.5(b)	Discharge Restricted Waste listed in Schedule "A"	$250.00	$200.00	$275.00	YES
5995	3.5(c)	Discharge Untreated Wash Water from Foundry Processes	$250.00	$200.00	$275.00	YES
5995	3.5(d)	Discharge of Processed Water from Groundwater Remediation	$250.00	$200.00	$275.00	YES

5995	3.5(e)	Discharge Unlawful Cooling Waste Water	$250.00	$200.00	$275.00	YES
5995	3.5(f)	Discharge Unlawful Industrial Cooling Water	$250.00	$200.00	$275.00	YES
5995	3.5(g)	Discharge Swimming Pool or Hot Tub Water	$250.00	$200.00	$275.00	YES
5995	3.6	Unlawful Damage to Stormwater Drainage System	$250.00	$200.00	$275.00	YES
5995	3.7	Unlawful Connection to Sanitary Sewerage System.	$250.00	$200.00	$275.00	YES
5995	3.8	Unlawfully Obstruct Stormwater Infrastructure	$250.00	$200.00	$275.00	YES
5995	3.9	Unlawful Discharge of Substance Other Than Stormwater	$250.00	$200.00	$275.00	YES
5995	3.10	Unlawful Work Completed by Persons Other Than City Employee or Agent	$500.00	$450.00	$500.00	YES
5995	3.11	Fail to Report Presence of Prohibited Materials	$250.00	$200.00	$275.00	YES
5995	3.12	Unlawful Connection to Stormwater Drainage System	$500.00	$450.00	$500.00	YES
5995	5.1	Refuse Entry onto Property	$250.00	$200.00	$275.00	NO
5995	5.2	Failure to Maintain Access to Stormwater Facility	$250.00	$200.00	$275.00	YES
5995	5.4	Failure to Test Using Standard Methods	$250.00	$200.00	$275.00	YES
5995	5.5	Samples Not Analyzed by Qualified Independent Agency	$250.00	$200.00	$275.00	YES
5995	5.6	Unlawful Point of discharge not one designated by City	$250.00	$200.00	$275.00	YES
5995	5.7	Unlawfully Tamper with Stormwater Drainage System	$250.00	$200.00	$275.00	YES
5995	5.8	Fail to Report Discharge or Spill	$250.00	$200.00	$275.00	YES

5995	5.10	Fail to Provide Written Notification	$250.00	$200.00	$275.00	YES
5995	5.12	Improper Storage of Prohibited Materials	$250.00	$200.00	$275.00	YES
5995	6.1	Obstruct City Official	$500.00	$500.00	$500.00	NO
5995	6.2	Provide False Information	$500.00	$500.00	$500.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Subdivision and Development Servicing Bylaw						
3843	4.12	Site Preparation without approval	$250.00	$200.00	$275.00	YES
3843	4.09	No Slope Stability Report	$250.00	$200.00	$275.00	YES
3843	8.03	Obstruct City Officer	$500.00	$500.00	$500.00	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Traffic Bylaw						
5600	3.1	Disobey Traffic Control Device	$35.00	$15.00	$50.00	NO
5600	3.2	Interfere with Traffic Control Device	$500.00	$450.00	$500.00	NO
5600	3.3	Disobey direction of Fire Chief/Peace or Bylaw Officer/Traffic Control Person	$500.00	$450.00	$500.00	NO
5600	3.4	Obstruct Bylaw Officer	$500.00	$450.00	$500.00	NO
5600	3.7	Loud or Unnecessary Noise from Vehicle	$35.00	$15.00	$50.00	NO
5600	3.8	Plants Extending 2.75 m over Highway	$50.00	$40.00	$60.00	YES

5600	3.9	Obstructing Sight Triangle	$100.00	$90.00	$110.00	YES
5600	3.10	Failure to clear Sidewalk of snow or ice within 24 hrs	$50.00	$40.00	$60.00	YES
5600	3.12(a)	Deposit snow / ice from property onto Boulevard not adjacent	$50.00	$40.00	$60.00	YES
5600	3.12(b)	Deposit snow / ice from property onto Travelled Portion of a Highway	$50.00	$40.00	$60.00	YES
5600	3.14	Deposit snow or ice between portions of a Highway	$50.00	$40.00	$60.00	YES
5600	4.1(a)	Stop or Park contrary to Traffic Control Device	$35.00	$15.00	$50.00	NO
5600	4.1(b)	Obstruct visibility of a Traffic Control Device	$35.00	$15.00	$50.00	NO
5600	4.1(c)	Improper or invalid licence plates	$35.00	$15.00	$50.00	NO
5600	4.1(d)	Obstruct flow of Traffic	$50.00	$40.00	$60.00	NO
5600	4.1(e)	Stop or Park non-parallel to Roadway	$35.00	$15.00	$50.00	NO
5600	4.1(f)	Stop or Park on Active Transportation Corridor	$35.00	$15.00	$50.00	NO
5600	4.1(g)	Stop or Park against yellow curb	$35.00	$15.00	$50.00	NO
5600	4.1(h)	Double parked	$35.00	$15.00	$50.00	NO
5600	4.1(i)	Stop or Park for primary purpose of maintaining/selling Vehicle	$35.00	$15.00	$50.00	NO
5600	4.1(j)	Stop or Park against Red Curb	$35.00	$15.00	$50.00	NO
5600	4.1(k)	Stop or Park in Laneway without actively loading/unloading	$35.00	$15.00	$50.00	NO
5600	4.1(l)	Stop or Park against white curb without actively loading/unloading	$35.00	$15.00	$50.00	NO

5600	4.1(m)	Stop or Park other than right side of Roadway	$35.00	$15.00	$50.00	NO
5600	4.1(n)	Stop or Park more than 0.3 m from Curb	$35.00	$15.00	$50.00	NO
5600	4.1(o)	Stop or Park within 1 m of Active Transportation Corridor ramp	$35.00	$15.00	$50.00	NO
5600	4.1(p)	Stop or Park within 1 m of an Access	$35.00	$15.00	$50.00	NO
5600	4.1(q)	Stop or Park on a Boulevard	$35.00	$15.00	$50.00	NO
5600	4.1(r)	Stop or Park on a Shoulder without leaving 1.5 m	$35.00	$15.00	$50.00	NO
5600	4.1(s)	Stop or Park on a Street within 3 m of Laneway	$35.00	$15.00	$50.00	NO
5600	4.1(t)	Stop or Park within 5 m of fire hydrant	$50.00	$40.00	$60.00	NO
5600	4.1(u)	Stop or Park within 6 m of the approach to a Point of Intersection	$35.00	$15.00	$50.00	NO
5600	4.1(v)	Stop or Park within 6 m of the approach of signal or stop sign	$35.00	$15.00	$50.00	NO
5600	4.1(w)	Stop or Park on paved portion of a Roadway less than 6 m wide	$35.00	$15.00	$50.00	NO
5600	4.1(x)	Stop or Park within 20 m of the approach or 10 m beyond a bus stop	$35.00	$15.00	$50.00	NO
5600	4.1(y)	Stop or Park within 15 m of a Dead-End Street	$35.00	$15.00	$50.00	NO
5600	4.1(z)	Stop or Park within 15 m of the approach or 10 m beyond a crosswalk	$35.00	$15.00	$50.00	NO
5600	4.1(aa)	Stop or Park within 15 m of a railway crossing	$35.00	$15.00	$50.00	NO
5600	4.1(bb)	Stop or Park longer than 5 mins within 5 m of a mailbox	$35.00	$15.00	$50.00	NO
5600	4.1(cc)	Stop or Park on Highway longer than 48 hrs	$35.00	$15.00	$50.00	NO

5600	4.1(dd)	Stop or Park in loading zone longer than needed	$35.00	$15.00	$50.00	NO
5600	4.1(ee)	Stop or Park Vehicle greater than 5,500 kg GVW in Residential Zone (excluding RVs)	$35.00	$15.00	$50.00	NO
5600	4.1(ff)	Stop or Park RV greater than 5,500 kg GVW in Residential Zone longer than 24 hrs	$35.00	$15.00	$50.00	NO
5600	4.1(gg)	Stop or Park at Hoarded Metered Space	$75.00	$50.00	$150.00	NO
5600	4.1(hh)	Stop or Park > 0.6m from Parking Meter	$35.00	$15.00	$50.00	NO
5600	4.1(ii)	Parked without valid Parking Pass	$35.00	$15.00	$50.00	NO
5600	4.1(jj)	Parked with incorrectly displayed Parking Pass	$35.00	$15.00	$50.00	NO
5600	4.1(kk)	Parked at expired Parking Meter	$35.00	$15.00	$50.00	NO
5600	4.1(mm)	RV parked with stabilization	$100.00	$90.00	$110.00	NO
5600	4.1(nn)	RV parked with parts extended	$100.00	$90.00	$110.00	NO
5600	4.1(ll)	Stop or Park in > 1 On-Street Pay Parking space without Deposit	$35.00	$15.00	$50.00	NO
5600	4.2	Stop or Park longer than posted time restriction	$35.00	$15.00	$50.00	NO
5600	4.3	Stop or Park on Highway under Snow Removal Program	$35.00	$15.00	$50.00	NO
5600	4.5(a)	No Resident REPA Permit	$35.00	$15.00	$50.00	NO
5600	4.5(b)	No Local Business REPA Permit	$35.00	$15.00	$50.00	NO
5600	4.5(c)	No Commercial Vehicle REPA Permit	$35.00	$15.00	$50.00	NO

5600	4.7	No Accessible Parking Permit	$75.00	$50.00	$150.00	NO
5600	4.9	Failed to pay required Deposit for parking	$35.00	$15.00	$50.00	NO
5600	4.10	Additional Deposit paid to park beyond maximum time allowed	$35.00	$15.00	$50.00	NO
5600	4.13	Taxicab at Metered Space longer than 2 mins	$35.00	$15.00	$50.00	NO
5600	4.16(a)	Commercial Vehicle Parking Meter Permit Stopped/Parked longer than 20 mins	$35.00	$15.00	$50.00	NO
5600	4.16(b)	Accessible Parking Meter Permit Stopped/Parked longer than 3 hrs	$35.00	$15.00	$50.00	NO
5600	4.23	Damage Parking Meter	$500.00	$450.00	$500.00	NO
5600	5.1(a)	Pedestrian cross Highway in contravention of Traffic Control Device	$25.00	$10.00	$40.00	NO
5600	5.1(b)	Pedestrian not on Pedestrian Facility	$25.00	$10.00	$40.00	NO
5600	5.1(c)	Pedestrian soliciting ride	$25.00	$10.00	$40.00	NO
5600	5.1(d)	Pedestrian without due care or attention	$25.00	$10.00	$40.00	NO
5600	5.2	Pedestrian not facing oncoming Traffic	$25.00	$10.00	$40.00	NO
5600	5.3(a)	Cyclist not dismounted on Sidewalk	$25.00	$10.00	$40.00	NO
5600	5.3(b)	Cyclist not dismounted on Crosswalk	$25.00	$10.00	$40.00	NO
5600	5.3(c)	Cyclist on Roadway against the flow of traffic	$25.00	$10.00	$40.00	NO
5600	5.3(d)	Cyclist perform acrobatic or stunt on Highway	$25.00	$10.00	$40.00	NO
5600	5.3(e)	Cyclist improperly riding Bicycle	$25.00	$10.00	$40.00	NO

5600	5.3(f)	Excess people on Bicycle	$25.00	$10.00	$40.00	NO
5600	5.5(a)	SWT User not dismounted on Crosswalk	$25.00	$10.00	$40.00	NO
5600	5.5(b)	SWT User on Roadway against the flow of traffic	$25.00	$10.00	$40.00	NO
5600	5.5(c)	SWT User travelling at excessive speed on Highway	$25.00	$10.00	$40.00	NO
5600	5.5(d)	SWT User performed acrobatic or stunt on Highway	$25.00	$10.00	$40.00	NO
5600	5.5(e)	SWT User in position other than standing	$25.00	$10.00	$40.00	NO
5600	5.7(a)	Cyclist / SWT User with headphones over both ears	$25.00	$10.00	$40.00	NO
5600	5.7(b)	Cyclist / SWT User with insufficient visibility equipment at night	$25.00	$10.00	$40.00	NO
5600	5.7(c)	Cyclist / SWT User using Highway without due care or attention	$25.00	$10.00	$40.00	NO
5600	5.8	Cyclist / SWT User without helmet	$25.00	$10.00	$40.00	NO
5600	5.11(a)	Cyclist / SWT User on MUP in contravention of Traffic Control Device	$25.00	$10.00	$40.00	NO
5600	5.11(b)	Cyclist / SWT User on MUP fail to yield to Pedestrian	$25.00	$10.00	$40.00	NO
5600	5.11(c)	Cyclist / SWT User not travelling on righthand side of MUP	$25.00	$10.00	$40.00	NO
5600	5.11(d)	Cyclist / SWT User not giving audible warning when passing on MUP	$25.00	$10.00	$40.00	NO
5600	5.11(e)	Cyclist / SWT User travelling at excessive speed on MUP	$25.00	$10.00	$40.00	NO

5600	5.12	Bicycle/SWT device parked obstructing Traffic	$25.00	$10.00	$40.00	NO
5600	6.1	No Access Permit	$500.00	$450.00	$500.00	YES
5600	6.5	Place Rubbish or Chattel on Highway	$100.00	$90.00	$110.00	NO
5600	6.6	Drainage system causing water damage to Highway	$500.00	$450.00	$500.00	YES
5600	6.7	No Outdoor Commercial Use Permit	$100.00	$90.00	$110.00	YES
5600	6.7	Failure to remove Outdoor Commercial Use outside of permitted dates	$250.00	$225.00	$275.00	YES
5600	6.11	Outdoor Commercial Use not constructed in compliance	$100.00	$90.00	$110.00	YES
5600	6.12	No Horse Drawn Carriage Permit	$100.00	$90.00	$110.00	YES
5600	6.15(a)	Horse Drawn Carriage Operator failure to remove excrement	$50.00	$40.00	$60.00	NO
5600	6.15(b)	Horse Drawn Carriage Operator leaving horses unattended	$50.00	$40.00	$60.00	NO
5600	6.15(c)	Horse Drawn Carriage without Slow Moving Vehicle Warning Device	$50.00	$40.00	$60.00	NO
5600	6.15(d)	Horse Drawn Carriage with insufficient visibility equipment at night	$50.00	$40.00	$60.00	NO
5600	6.18	Heavy Truck on Highway contrary to Traffic Control Device	$50.00	$40.00	$60.00	NO
5600	6.19	Heavy Truck deviated from Truck Route not on most direct route	$50.00	$40.00	$60.00	NO
5600	6.20	Operated Heavy Truck in Residential Zone between 7pm and 7am	$50.00	$40.00	$60.00	NO

5600	6.21	No Individual Trip or Frequent Trips Extraordinary Traffic Permit	$500.00	$450.00	$500.00	NO
5600	6.25	Not carrying Individual Trip or Frequent Trips Extraordinary Traffic Permit	$50.00	$40.00	$60.00	NO
5600	6.27	Failure to comply with Seasonal Load Restrictions	$500.00	$450.00	$500.00	NO
5600	6.28(a)	Failure to Stop vehicle at direction of Bylaw Officer	$100.00	$90.00	$110.00	NO
5600	6.28(b)	Failure to produce certificate showing maximum weight of Vehicle	$100.00	$90.00	$110.00	NO
5600	6.30	No Road Usage Permit	$100.00	$90.00	$110.00	YES
5600	6.34	Road Usage Permit - work does not conform to plans/specs	$100.00	$90.00	$110.00	YES
5600	6.35	Road Usage Permit - failure to provide as-built drawings	$100.00	$90.00	$110.00	YES
5600	6.36	No Hoarding Permit	$100.00	$90.00	$110.00	YES
5600	6.40	Hoarding Permit - no minimum 1.5 m Pedestrian access	$100.00	$90.00	$110.00	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Zoning Bylaw						
6000	1.4.1	Unlawful Land Use	$500.00	$500.00	$500.00	YES
6000	3.2.1	Obstruct Inspector	$500.00	$500.00	$500.00	NO
6000	3.2.3	Interfere or Obstruct Entry	$250.00	$225.00	$275.00	NO
6000	3.3.1	Contravention of Zoning Bylaw	$250.00	$225.00	$275.00	YES
6000	3.3.3	Unlawful Construction	$250.00	$225.00	$275.00	YES

6000	3.3.5	Contravene Condition of Permit	$250.00	$225.00	$275.00	YES
6000	3.3.6	Modify Description, Specification or Plan	$250.00	$225.00	$275.00	YES
6000	3.3.7	Construction Contrary to Description, Specification or Plan	$250.00	$225.00	$275.00	YES
6000	3.3.8.1	Park or Store Overweight Commercial Vehicle	$100.00	$75.00	$125.00	YES
6000	3.3.8.2	Park or Store Oversized Recreational Vehicle	$100.00	$75.00	$125.00	YES
6000	3.3.8.3	Park or Store Recreational Vehicles in Excess of Allowance	$100.00	$75.00	$125.00	YES
6000	3.3.8.4	Park or Store Commercial Vehicles in Excess of Allowance	$100.00	$75.00	$125.00	YES
6000	3.3.8.5	Park or Store Inoperable or Unlicensed Vehicle	$250.00	$225.00	$275.00	YES
6000	3.3.8.6	Park or Store Vehicles in Excess of Allowance	$250.00	$225.00	$275.00	YES
6000	3.3.9	Unlawful Placement or Storage of Construction Materials	$250.00	$225.00	$275.00	YES
6000	3.3.10	Storage of Flammable or Combustible Liquid in Excess of Allowance	$250.00	$225.00	$275.00	YES
6000	4.1	Swimming Pool Incorrectly Sited	$250.00	$225.00	$275.00	YES
6000	4.3.1	Communication Device Unlawfully Sited	$250.00	$225.00	$275.00	YES
6000	4.3.2	Accessory Building or Structure in Front Yard	$250.00	$225.00	$275.00	YES
6000	4.3.3	Unlawful use of Accessory Building or Structure	$250.00	$225.00	$275.00	YES
6000	4.3.4	Unlawful Lot Coverage of Accessory Buildings or Structure	$250.00	$225.00	$275.00	YES

6000	4.3.5	Unlawful Siting of a Shipping Container	$250.00	$225.00	$275.00	YES
6000	4.3.6	Duration of a Shipping Container on a Lot Exceeding Allowance	$250.00	$225.00	$275.00	YES
6000	4.3.7	Failure to Screen a Shipping Container	$250.00	$225.00	$275.00	YES
6000	4.3.8	Stacking of Shipping Containers Exceeding Allowance	$250.00	$225.00	$275.00	YES
6000	4.6.1	Exterior Lighting – Directed Beyond Lot Boundaries	$250.00	$225.00	$275.00	YES
6000	4.6.2	Exterior Lighting – Flashing or Blinking	$250.00	$225.00	$275.00	YES
6000	4.6.3	Exterior Lighting – Neon in Housing Zone	$250.00	$225.00	$275.00	YES
6000	4.6.4	Exterior Lighting – Shining Beyond Lot Boundaries in Housing Zone	$250.00	$225.00	$275.00	YES
6000	4.6.5	Public Access Not Illuminated	$250.00	$225.00	$275.00	YES
6000	4.6.7	Lighting – Not Dimmed Outside of Operational Hours	$250.00	$225.00	$275.00	YES
6000	4.8.1	Rooftop Mechanical and Electrical Not Screened	$250.00	$225.00	$275.00	YES
6000	4.9.1	Construction on Slopes Greater Than 30%	$500.00	$475.00	$500.00	YES
6000	5.3.1	Unlawful Home-Based Business	$250.00	$225.00	$275.00	YES
6000	5.4.1	Unlawful Secondary Suite	$250.00	$225.00	$275.00	YES
6000	5.4.2	Unlawful Accessory Dwelling Unit	$250.00	$225.00	$275.00	YES
6000	5.5.1	STR – Multiple Bookings in a Dwelling Unit	$250.00	$225.00	$275.00	YES
6000	5.5.2	STR – Over Capacity Sleeping Unit	$250.00	$225.00	$275.00	YES
6000	5.5.3	STR – Unlawful Parking	$250.00	$225.00	$275.00	YES

6000	6.2.2	Landscape Area Not Maintained	$250.00	$225.00	$275.00	YES
6000	6.3.2	Refuse or Recycling Bin Not Screened	$250.00	$225.00	$275.00	YES
6000	6.5.1	Over height Fence in Housing Zone	$250.00	$225.00	$275.00	YES
6000	6.5.2	Fence Comprised of Inadequate Materials	$250.00	$225.00	$275.00	YES
6000	6.5.7	Pickets or Finials Above Horizontal Rail	$250.00	$225.00	$275.00	YES
6000	6.5.8	Over height Fence in Industrial or Agricultural Zone	$250.00	$225.00	$275.00	YES
6000	6.5.9	Industrial Zone not Appropriately Screened	$250.00	$225.00	$275.00	YES
6000	6.5.10	Unlawful Barbed Wire or Electric Fence	$250.00	$225.00	$275.00	YES
6000	6.5.12	Retaining Wall & Fence Height in Excess of 2.0 Meters	$250.00	$225.00	$275.00	YES
6000	6.6.8	Leave Strip Disturbed	$500.00	$475.00	$500.00	YES
6000	7.1.1	Inadequate Vehicle or Bike Spaces	$250.00	$225.00	$275.00	YES

SOUTHERN INTERIOR BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY AGREEMENT BYLAW

This Agreement, dated ____ day of _____, 2024

BETWEEN:

CITY OF KELOWNA, 1435 Water Street, Kelowna, British Columbia V1Y 1J4
("Kelowna")

AND:

CITY OF PENTICTON, 171 Main Street, Penticton, British Columbia V2A 5A9
("Penticton")

AND:

CITY OF VERNON, 3400 30th Street, Vernon, British Columbia V1T 5E6
("Vernon")

AND:

CITY OF WEST KELOWNA, 3731 Old Okanagan Highway, West Kelowna, British Columbia, V4T 0G7
("West Kelowna")

AND:

DISTRICT OF LAKE COUNTRY, 10150 Bottom Wood Lake Road, Lake Country, British Columbia V4V 2M1
("Lake Country")

AND:

DISTRICT OF SUMMERLAND, 13211 Henry Avenue, Summerland, British Columbia V0H 1Z0
("Summerland")

AND:

DISTRICT OF PEACHLAND, 5806 Beach Avenue, Peachland, British Columbia V0H 1X7
("Peachland")

AND:

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN, 101 Martin Street, Penticton, British Columbia V2A 5J9
("RDOS")

AND:

TOWN OF OLIVER, 35016 97th Street, Oliver, British Columbia V0H 1T0
("Oliver")

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, 1450 KLO Road, Kelowna, British Columbia V1W 3Z4
("RDCO")

AND:

DISTRICT OF COLDSTREAM, 9901 Kalamalka Road, Coldstream, British Columbia V1B 1L6
("Coldstream")

AND:

CITY OF ENDERBY, 619 Cliff Avenue, Enderby, British Columbia V0E 1V0
("Enderby")

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN, 9848 Aberdeen Rd, Coldstream, British Columbia V1B 2K9
("RDNO")

AND:

TOWN OF OSOYOOS, 8707 Main Street, Box 3010, Osoyoos BC, V0H 1V0
("OSOYOOS")

WHEREAS:

A. The *Local Government Bylaw Enforcement Act* permits local governments to create a bylaw designating certain bylaw contraventions that can be enforced by way of bylaw notice as an alternative to traditional bylaw enforcement mechanisms;

B. The Act also permits two or more local governments to enter into an agreement, adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system:

C. Kelowna, Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream, Enderby, RDNO, and Osoyoos wish to:

   a. share the costs and administration of such a system; and

   b. enter such an agreement to establish such a system, to be called the Southern Interior Bylaw Notice Dispute Adjudication Registry, and to provide for the joint administration of the Registry.

NOW THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

PART I - INTRODUCTORY PROVISIONS

Definitions

1. In this Agreement, the following definitions apply:

a. **"Act"** means the Local Government Bylaw Notice Enforcement Act;

b. **"Adjudication"** the process where the disputant and the local government are provided opportunity to present evidence to the adjudicator who will decide whether he or she is satisfied that the contravention occurred as alleged;

c. **"Adjudication Fee"** means the sum of $25.00 payable to each Party for each adjudication scheduled to be conducted by the Registry;

c. **"Agreement"** means this Agreement;

d. **"Authorizing Bylaws"** means the bylaws adopted by the Councils/Boards of each the parties authorizing this Agreement;

f. **"Bylaw Enforcement Officer"** means a person in a class prescribed under section 273 (c) of the *Community Charter* who is designated by a local government as a bylaw enforcement officer;

g. **"Committee"** means the Southern Interior Bylaw Notice Dispute Adjudication Registry's Administrative Committee;

h. **"Contribution Adjustment Amount"** means, for each Party, the amount calculated in accordance with Section 22 herein in any year of the Term;

i. **"Contributing Parties"** means all of Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream, Enderby, RDNO and Osoyoos, except Kelowna;

j. **"Parties"** means all of Kelowna, Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream, Enderby, RDNO, and Osoyoos;

k. **"Party"** means any one of Kelowna, Penticton, Vernon, West Kelowna, Lake Country, Summerland, Peachland, RDOS, Oliver, RDCO, Coldstream, Enderby, RDNO, and Osoyoos;

l. **"Registry"** means the Southern Interior Bylaw Notice Dispute Adjudication Registry established by this Agreement;

m. **"Revenues"** means any revenue actually received or estimated to be received, as the case may be, by the Registry, excluding Initial Contributions, Contribution Amounts, or Contribution Adjustment Amounts;

n. **"Terms"** means the term of this Agreement as set out herein;

Establishment of the Registry

2. Subject to the Act and to the adoption of the Authorizing Bylaws, the Parties agree that the Registry is hereby established.

PART II - ADMINISTRATION

3. The Parties agree to establish the Committee to implement and administer the Registry.

4. The Parties agree that authority of the Committee will include but not be limited to:

   a. preparing operational budgets; and

   b. setting policy as authorized under this Agreement and the Act.

Representation

5. Each of the Parties will appoint one representative to serve on the Committee. The Parties agree that representatives will be paid employees of their respective local governments and will not be remunerated by the Registry.

PART III - ADJUDICATION

Screening Officers

6. The Parties agree that screening of notices prior to proceeding to adjudication will be established as a function of each Party. Screening officers will be appointed by the individual Party administrative committee.

Bylaw Notice Dispute Adjudication Registry

7. The Parties agree that a dispute adjudication system will be established as a function of the Registry, and that disputes will be heard by a bylaw notice dispute adjudicator in the circumstances prescribed in the Act and Authorizing Bylaws.

8. The Parties agree that the Committee will select a roster of adjudicators who may hear and determine disputes from the provincial roster of adjudicators to be established by the Attorney General of the Province of British Columbia.

9. Adjudicators will be assigned to individual disputes in the manner prescribed by any applicable regulation and policy established by the Committee.

PART IV - OPERATIONS

Location

10. The location of the Registry will be the municipal offices of the City of Kelowna, 1435 Water Street, Kelowna, British Columbia, V1Y 1J4.

Administrative Services

11. Kelowna will provide and supervise all administrative services required by the Registry, subject to the following:

    i. the collection of any fees, fines or penalties levied against an unsuccessful party in the dispute adjudication process will be the responsibility of the relevant municipality if not collected by the Registry immediately following the adjudication; and

    ii. any penalty arising directly out of the bylaw notice itself may be paid to the relevant Party or to the Registry,

and any amounts collected by or paid to the Registry pursuant to 11.i and 11.ii will be credited to the relevant Party's Contribution Adjustment Amount.

Financial Reporting

12. Kelowna will ensure that its Director of Financial Services or the designate will conduct and oversee the financial reporting and record keeping of the Registry based on normal procedure, subject to the requirements outlined herein.

PART V - FINANCIAL PLANNING

Start-up Costs

13. Each Party will be responsible for its own start-up costs.

Budget Year

14. The budget year of the Registry is December 1st to November 30th of each year.

Operating Budget

15. The Parties agree that, no later than October 31st of each year, the Committee will prepare a draft operating budget for the following budget year, setting out in detail the operational funds required by the Registry for the carrying out of its mandate and responsibilities, including

    a. the estimated operational expenditures for

        i. office and administration including financial reporting and administrative services;

        ii. Registry administration travel costs;

        iii. bylaw dispute adjudicators; and

        iv. other functions of the Registry;

    b. the anticipated revenues (if any) of the Registry;

    e. the difference between estimated revenues and operational expenditures for the Registry; and

    f. the Contribution Amount required from each of the Parties.

Budget Submissions

16. The Committee will prepare the operating budget in a manner satisfactory to, and in such detail as requested by, the Directors of Finance of each of the Parties, and submit the draft operating budget to the Directors of Finance of each of the Parties each year where required.

Budget Approval and Adjustments

17. The Parties will consider and approve, or recommend amendments to, the Registry's operating budget.

18. The Parties agree that all recommendations by them for adjustments to the Registry's draft operating budget will

    a. be reasonable and made in good faith; and

    b. ensure that a reasonable level of service quality can be maintained by the Registry.

Use of Funds

19. The Committee and Kelowna may make only those expenditures during the budget year for the purposes and up to the amounts authorized in the approved operating budget. The Registry (or the Committee or Kelowna on behalf of the Registry) will not incur any other indebtedness or liability, or make any further expenditure, except that:

    a. Kelowna may make a further reasonable expenditure or contract a further indebtedness of liability that it deems necessary or prudent, subject to a $1,000 limit; and

    b. the Committee may

        i. make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a $5,000 limit.

        ii. re-allocate funds within categories of the operating budget as reasonably required; and

        iii. make a further expenditure or contract a further indebtedness or liability without limitation if approved in advance by all Parties.

PART VI - COST ALLOCATION

Funding Contributions and Adjustments

20. The Parties agree that costs relating to legal counsel, witnesses, screening officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the relevant Party which issued the bylaw notice in question and will not be borne by the Registry or by Kelowna on behalf of the Registry.

21. Kelowna will, as soon following the end of a budget year as practical, invoice the parties for their respective Actual Expenditures Contribution where the proportion is calculated on the basis of each Party's population for the budget year in relation to the population of each of the other Parties except the calculation for RDOS, RDCO and RDNO will exclude incorporated areas.

22. Each of the Contributing Parties will, within 30 days of receipt of its respective Contribution invoice, pay to Kelowna its respective Contribution Amount.

Maintenance of Records

23. The Director of Financial Services of Kelowna will
    a. exercise the duties and powers of the officer responsible for financial administration as provided in the Community Charter, in maintaining the financial records for the Registry on behalf of the Parties;

    b. ensure that accounting and payroll records of the Registry are properly prepared and maintained, such records to include payroll, accounts payable, cash receipts and disbursements, accounts receivable, general ledger, subsidiary cost ledger, financial statements and reports and supporting documents to the foregoing;

    c. provide, when possible, any additional financial systems that have been requested by the Committee;

    d. direct employees and officers of the Registry to the extent necessary to ensure that the systems and procedures established for financial controls are in effect and are in accordance with the Community Charter.

Examination of Records

24. The Director of Finance of any of the Contributing Parties may, acting reasonably with regard to minimizing the administrative burden on the Kelowna, and no more frequently than once in each year of the Term, conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained for the Registry. Kelowna will cooperate with any reasonable request by any of the Contributing Parties or the Contributing Parties' Director of Finance for access to financial records, user statistics and other information of the Registry.

Access Records

25. Subject to records identified in clause 23 of this agreement, control and disclosure of records pertaining to their own adjudication hearings will be managed by each Party. Any access to information requests received by Kelowna pertaining to another Party shall be transferred to that Party as per Section 11 of the *Freedom of Information and Protection of Privacy Act*.

PART VII - GENERAL PROVISIONS

Insurance

26. Kelowna will ensure that the Registry and its activities are covered under Kelowna's general liability policy and will provide copies of all relevant insurance policies and changes thereto to the Directors of Finance of the Contributing Parties upon request.

Amendments

27. The Parties will, in good faith, negotiate any proposed amendment to this Agreement upon request of any Party, all amendments to be in writing and executed by the Parties.

Dispute Resolution

28. The Parties will submit any dispute arising out of the interpretation or application of this Agreement:

a. first, to the Committee to resolve the dispute;
b. second, if the Committee is unable to resolve the dispute within 60 days, to the Chief Administrative Officers of the Parties; and

c. third, if the Chief Administrative Officers are unable to resolve the dispute within 60 days, to the Inspector of Municipalities, or at the election of the Parties, to a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination, and the determination of the Inspector or arbitrator as applicable will be final and binding upon the Parties.

Term

29. This Agreement comes into effect on January 1, 2025, and continues in effect until December 31, 2029. Any Party may withdraw from this Agreement upon six months' written notice to the other Parties.

IN WITNESS WHEREOF all Parties have executed this Agreement on the date first above written.

THE CITY OF KELOWNA

_____
(Mayor)

_____
(City Clerk)

THE CITY OF VERNON

_____
(Mayor) Victor I. Cumming

_____
(City Clerk) Sue Wood, Corporate Officer

THE DISTRICT OF SUMMERLAND

_____
(Mayor)

_____
(City Clerk)

THE CITY OF WEST KELOWNA

_____
(Mayor)

_____
(City Clerk)

THE CITY OF PENTICTON

_____
(Mayor)

_____
(City Clerk)

THE DISTRICT OF LAKE COUNTRY

_____
(Mayor)

_____
(City Clerk)

THE DISTRICT OF PEACHLAND

_____

(Mayor)

_____

(City Clerk)

THE REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEEN

_____

(Chair)

_____

(CAO)

THE TOWN OF OLIVER

_____

(Mayor)

_____

(City Clerk)

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

_____

(Chair)

_____

(CAO)

THE DISTRICT OF COLDSTREAM

_____

(Mayor)

_____

(City Clerk)

THE CITY OF ENDERBY

_____

(Mayor)

_____

(City Clerk)

THE REGIONAL DISTRICT OF NORTH OKANAGAN

_____

(Chair)

_____

(CAO)

THE TOWN OF OSOYOOS

_____

(Mayor)

_____

(Corporate Officer)

THE CORPORATION OF THE CITY OF VERNON

BYLAW 6049

A bylaw to implement the Municipal Ticketing Information (MTI) System.

WHEREAS the Community Charter empowers the City, by bylaw, to designate those bylaws for which Municipal Ticket Information may be used as a means of bylaw enforcement;

AND WHEREAS the Community Charter empowers the Council, by bylaw, to authorize the use of any word or expression on a Municipal Ticket Information designate an offence against a bylaw;

AND WHEREAS the Council deems it expedient to authorize the use of Municipal Ticket Information for the enforcement of certain bylaws, to authorize the use of certain words or expressions to designate certain bylaw offences, and to set certain fine amounts;

NOW THEREFORE the Council of the Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. CITATION

1.1. This bylaw may be cited as **"Municipal Ticket Information Bylaw 6049, 2025".**

2. REPEAL

2.1. Municipal Ticketing Information Bylaw Number 5300, 2011, including all amendments thereto, is hereby repealed.

3. BYLAW CONTRAVENTIONS

3.1. The bylaws and bylaw contraventions designated in Schedule "B" to this bylaw, as amended from time to time, may be enforced by means of a ticket in the form prescribed for the purpose pursuant to Chapter 26, Part 8, Division 3, of the Community Charter.

4. BYLAW ENFORCEMENT OFFICERS

4.1. The persons appointed to the job positions of titles listed in Column 2 of Schedule "A" to this bylaw are designated as Bylaw Enforcement Officers pursuant to Chapter 26, Part 8, Division 3, Section 264, 1(b) of the Community Charter for the purpose of enforcing the bylaws listed in Column 1 of Schedule "A" opposite the respective job positions.

5. OFFENCE AND PENALTY

5.1. The penalty for a bylaw contravention referred to in Section 3 is as follows:

(a) Subject to Subsection 5(b), is the Penalty amount set out in Column A1 of Schedule 'B';

(b) If received by the City within 14 days of the person receiving or being presumed to have received the notice, is the Early Payment Penalty set out in Column A2 of Schedule 'B'

READ A FIRST TIME this day of, 2025.
READ A SECOND TIME this day of, 2025.
READ A THIRD TIME this day of, 2025
ADOPTED this day of, 2025.

Mayor

Corporate Officer

SCHEDULE "A"	
Designated Bylaws	**Designated Bylaw Enforcement Officers**
1. Animal Regulation and Animal Pound Bylaw 5252	Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer Poundkeeper Asst. Poundkeeper
2. Building Bylaw 5900	Director, Planning and Community Services Manager, Building and Licensing Manager, Protective Services Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
3. Business Licence Bylaw 6100	Director, Planning and Community Services Manager, Protective Services Manager, Building & Licensing Building Inspector Coordinator, Licensing & Administration Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
4. Cemetery Management Bylaw 5767	Manager, Protective Services Manager, Parks & Public Spaces Maintenance Director, Operation Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
5. Fire Services Bylaw 5635	Fire Chief Deputy Fire Chief Fire Inspector(s) Shift Officers RCMP Officer Manager, Protective Services

	Bylaw Compliance Officer Asst. Bylaw Compliance Officer
6. Good Neighbour Bylaw 4980	Director, Corporate Administration Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer Fire Chief Deputy Fire Chief Fire Inspector(s) Shift Officers RCMP Officer
7. Graffiti Bylaw 5010	Manager, Protective Services Bylaw Compliance Officer Ass.t Bylaw Compliance Officer RCMP Officer
8. Parks and Public Places Bylaw 5057	Manager, Parks & Public Spaces Maintenance Manager, Protective Services Manager, Roads, Drainage & Airport Director, Operation Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
9. Solid Waste Management Bylaw 5199	Director, Operation Services Manager, Roads, Drainage and Airport Director, Planning & Community Services Manager, Building & Licensing Manager, Protective Services Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
10. Rental Unit Standards of Maintenance Bylaw 5120	Manager, Building & Licensing Building Inspector Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
11. Safe Premises Bylaw 5178	Manager, Building & Licensing Building Inspector

	Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
12. Sanitation Bylaw 1914	Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
13. Second Hand Dealers and Pawnbrokers Bylaw 4878	Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
14. Sign Bylaw 4489	Director, Planning & Community Services Manager, Building & Licensing Manager, Protective Services Building Inspector Coordinator, Licensing & Administration Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
15. Soil Removal and Deposition Bylaw 5259	Director, Planning & Community Services Manager, Engineering Development Services Manager, Building & Licensing Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer
16. Stormwater Drainage Bylaw 5995	Manager, Utilities Manager, Roads, Drainage and Airport Manager, Building & Licensing Manager, Protective Services Manager, Infrastructure Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer
17. Subdivision and Development Servicing Bylaw 3843	Director, Planning & Community Services Manager, Engineering Development Services Manager, Building & Licensing Manager, Protective Services

	Building Inspector Bylaw Compliance Officer Asst. Bylaw Compliance Officer RCMP Officer
18. Traffic Bylaw 5600	Director, Planning & Community Services Manager, Transportation Municipal Transportation Engineer Manager, Protective Services Bylaw Compliance Officer Asst. Bylaw Compliance Officer Director, Operation Services RCMP Officer
19. Zoning Bylaw 6000	Director, Planning & Community Services Manager, Building & Licensing Manager, Protective Services Manager, Transportation Building Inspector Bylaw Compliance Officer Coordinator, Licensing & Administration Asst. Bylaw Compliance Officer RCMP Officer

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Animal Regulation and Animal Pound Bylaw				
5252	2(a)	Obstruct Officer – Inspection	$3000.00	$3000.00
5252	2(b)	Obstruct Officer – Identification	$3000.00	$3000.00
5252	3(a)	Illegal Keeping of Animals	$250.00	$200.00
5252	3(b)	Too many companion animals	$150.00	$100.00
5252	3(c)	Too many agricultural animals	$250.00	$200.00
5252	3(f)	Unenclosed Animals	$350.00	$300.00
5252	3(h)	Keeping of non-Farm Swine	$250.00	$200.00
5252	3(j)	Unconfined Rabbit	$150.00	$125.00
5252	3(k)	Sell or Give Unaltered Rabbits	$250.00	$200.00
5252	3(l)	Failure to remove Rabbit Warren	$300.00	$250.00
5252	3(m)	Animal at Large – Public Property	$400.00	$375.00
5252	3(n)	Animal at Large – Private Property	$400.00	$375.00
5252	4(a)(i)	Fail to provide potable drinking water	$200.00	$175.00
5252	4(a)(ii)	Fail to provide appropriate food	$200.00	$175.00
5252	4(a)(iii)	Fail to provide clean food and water receptacles	$200.00	$175.00
5252	4(a)(iv)	Fail to provide regularly cleaned and sanitized shelter	$200.00	$175.00
5252	4(a)(v)	Fail to provide sufficient exercise	$200.00	$175.00
5252	4(a)(vi)	Fail to provide veterinarian care – pain, suffer, disease	$400.00	$375.00
5252	4(b)	Confined animal – Heat	$400.00	$375.00

5252	4(c)	Confined animal – Cold	$400.00	$375.00
5252	4(d)	Abandon animal	$500.00	$475.00
5252	4(e)	Fail to provide adequate tether	$200.00	$175.00
5252	4(f)	Tethered in excess 4 hours	$200.00	$175.00
5252	11(b)	Obstruct Poundkeeper	$3000.00	$3000.00
5252	Schedule A(1)	Urban Hen at Large	$150.00	$100.00
5252	Schedule A(2)	Keeping of more than 4 Hens	$200.00	$150.00
5252	Schedule A(7)	Improper Coop	$250.00	$200.00
5252	Schedule A(9)	Illegal Slaughter	$250.00	$200.00
5252	Schedule A(10)	Unhygienic Storage or Accumulation	$150.00	$100.00
5252	Schedule A(12)	No Urban Hen Licence	$150.00	$100.00
5252	Schedule B(1)	No Pigeon Keeping Permit	$150.00	$100.00
5252	Schedule B(4c)	Illegally Sited Loft	$150.00	$100.00
5252	Schedule C(1)	Mini Pig at Large	$150.00	$100.00
5252	Schedule C(2)	Failure to Register	$150.00	$100.00
5252	Schedule C(3)	Failure to Spay or Neuter	$150.00	$100.00
5252	Schedule C(4)	Over limit of 2 Mini Pigs	$150.00	$100.00
5252	Schedule C(5)	Property unable to accommodate	$150.00	$100.00

5252	Schedule C(6)	Illegal Pen or Shelter	$150.00	$100.00
5252	Schedule C(7)	Unsanitary Yard/Premise	$150.00	$100.00
5252	Schedule C(9)	Uncontrolled Noise from Mini Pig	$150.00	$100.00
5252	Schedule F	Failure to comply with Urban Beekeeping Regulations	$150.00	$100.00
5252	Schedule G(1)(a)	Purposely Feed Wildlife or Feral Animal	$500.00	$470.00
5252	Schedule G(1)(b)	Purposely Place or leave Attractant	$500.00	$475.00
5252	Schedule G(1)(c)	Fail to Manage Attractant	$200.00	$175.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Building Bylaw				
5900	4.1	No Permit - Building	$500.00	$475.00
5900	4.1	No Permit – Plumbing	$500.00	$475.00
5900	4.1	No Permit – Demolition	$500.00	$475.00
5900	4.2	Occupy without Permit	$200.00	$180.00
5900	4.6	Build at Variance to Permit	$200.00	$180.00
5900	4.7	Obstruct Entry to Land, Building or Premises	$3000.00	$3000.00
5900	10.41	Fail to Cease Work	$1000.00	$800.00
5900	10.42	Tamper with Notice or Permit	$200.00	1$80.00
5900	11.1	No Permit - Retaining Wall	$200.00	$180.00
5900	12.1	Move Building Without Permit	$200.00	$180.00
5900	14.2	Failure to Secure Pool	$200.00	$180.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Business Licence Bylaw				
6100	4.1	No Business Licence	$3000.00	$3000.00
6100	4.2	No Business Licence (Non-Resident Business)	$3000.00	$3000.00
6100	4.5	No Insurance	$500.00	$450.00
6100	4.10	Prohibited Sale	$500.00	$450.00
6100	4.13(c)	Failure to Provide Accurate Information	$3000.00	$3000.00
6100	4.21	Failure to Post Licence	$400.00	$350.00
6100	4.22	Failure to Provide Licence (Non-Resident Business)	$400.00	$350.00
6100	4.25	Failure to Apply for Licence Change	$400.00	$350.00
6100	4.31(b)	Failure to Surrender Business Licence	$400.00	$350.00
6100	4.32	Remove Suspension or Cancellation Notice	$400.00	$375.00
6100	5.1(a)	Unlicensed Sub-Contractor	$400.00	$350.00
6100	5.1(b)	Failure to Submit List of Sub-Contractors	$400.00	$350.00
6100	5.2	Operate Without Interior Health Approval	$500.00	$450.00
6100	5.3(a)	Failure to Clean Grease Trap	$800.00	$750.00
6100	5.3(b)	Failure to Submit Inspection Report	$400.00	$350.00
6100	5.3(c)	Refuse Grease Trap Inspection	$400.00	$350.00

6100	5.5	Customer Parking Offsite	$400.00	$450.00
6100	5.6	Customer Parking Not Marked	$400.00	$350.00
6100	5.7(a)	Failure to Provide Records	$400.00	$350.00
6100	5.7(b)	Failure to Post Evacuation Plan	$400.00	$350.00
6100	5.10(b)	No Insurance (Mobile Vending)	$400.00	$350.00
6100	5.11(a)	Operate in Unapproved Location	$400.00	$350.00
6100	5.11(b)	Littering (Mobile Vending)	$400.00	$350.00
6100	5.11(c)	Failure to Remove Recycling or Garbage (Mobile Vending)	$200.00	$150.00
6100	5.11(d)	Failure to Maintain (Mobile Vending)	$400.00	$350.00
6100	5.11(e)	Operate outside Assigned Space	$400.00	$350.00
6100	5.11(f)	Failure to Remove (Mobile Vending)	$500.00	$450.00
6100	5.11(g)	Failure to Vacate or Relocate (Mobile Vending)	$400.00	$350.00
6100	5.11(h)	Fail to Comply with MVA or Traffic Legislation	$400.00	$350.00
6100	5.12	No Encroachment Agreement	$400.00	$350.00
6100	5.13	Incomplete Personal Watercraft Agreement	$400.00	$350.00
6100	5.14(a)	Failure to Keep Records (Watercraft)	$400.00	$350.00
6100	5.14(b)	Failure to Check Licence (Watercraft)	$400.00	$350.00
6100	5.14(c)	Failure to Review Operating and Safety Rules	$400.00	$350.00
6100	5.14(d)	Failure to Mark Rentals (Watercraft)	$400.00	$350.00
6100	5.15	Not Principal Residence (Short-Term Rental)	$1000.00	$950.00

6100	5.17(a)	Failure to Maintain Records (Short-Term Rental)	$400.00	$350.00
6100	5.17(b)	Failure to Post Evacuation Plan (Short-Term Rental)	$400.00	$350.00
6100	5.17(c)	Exceed Guest Limit (Short-Term Rental)	$1000.00	$950.00
6100	5.17(d)	Failure to Provide Designated Parking	$400.00	$350.00
6100	5.17(e)	Failure to Attend Site Upon Request (Short-Term Rental)	$400.00	$350.00
6100	5.19	No Licence (Special Events)	$500.00	$450.00
6100	5.19(b)	No Insurance (Special Events)	$400.00	$350.00
6100	5.20	Non-Compliance with Busking Policy	$100.00	$75.00
6100	6.1	Failure to Provide Requested Information	$3000.00	$3000.00
6100	6.2	Prevent Entry of Officer/Inspector	$3000.00	$3000.00
6100	6.3	Obstruct Officer/Inspector	$3000.00	$3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Cemetery Management Bylaw				
5767	14.1	Fail to Comply with Bylaw Provisions	$500.00	$475.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Fire Services Bylaw				
5635	4.1	Obstruction of a Member	$3000.00	$3000.00

5635	4.2(a)	Unauthorized entry to Incident building	$150.00	$140.00
5635	4.2(b)	Unauthorized entry to Incident boundary	$150.00	$140.00
5635	4.2(c)	Refusal to move from Incident boundary when directed	$150.00	$140.00
5635	4.3	Failure to obey traffic control	$1000.00	$975.00
5635	4.4	False representation	$200.00	$180.00
5635	4.5	Driving over equipment	$250.00	$225.00
5635	4.6(a)	Failure to secure premise	$200.00	$180.00
5635	5.1(a)	Burning where prohibited	$1000.00	$1000.00
5635	5.2	Discarding burning substances	$1000.00	$1000.00
5635	5.3	Accumulation of combustibles	$400.00	$375.00
5635	5.4	Burning without Permit	$400.00	$390.00
5635	5.6(b)(iii)	Burning too close to residence, businesses or other facilities	$150.00	$140.00
5635	5.6(b)(iv)	Failure to control a Land Clearing Debris fire	$500.00	$500.00
5635	5.6(b)(v)	Burning during improper burning index	$100.00	$90.00
5635	5.6(b)(vii)	Adding material to land clearing Debris after prescribed time	$100.00	$90.00
5635	5.7	Commercial, industrial or construction waste burning	$500.00	$500.00
5635	6.1	Refusing entry to inspect	$100.00	$90.00
5635	6.2	Failure to provide information	$150.00	$140.00
5635	6.3	Providing false information	$150.00	$140.00
5635	6.4	Obstruction of an inspection	$3000.00	$3000.00
5635	7.1(a)	Non-conforming smoke alarm in dwelling unit	$150.00	$140.00

5635	7.2(a)	Failure to maintain fire protection installations	$150.00	$140.00
5635	7.2(b)	Failure to test and inspect fire alarm	$150.00	$140.00
5635	7.3	Misuse or failure to maintain electrical installations	$150.00	$140.00
5635	7.4(a)	Failure to provide portable fire extinguisher	$100.00	$90.00
5635	7.4(b)	Failure to maintain portable fire extinguisher	$100.00	$90.00
5635	7.5	Failure to maintain integrity of fire separation	$400.00	$390.00
5635	7.6	Failure to maintain integrity of fire closures	$400.00	$390.00
5635	7.7	Blocked or wedged closure in fire separation	$150.00	$140.00
5635	7.9(b)	Parking in fire lane	$100.00	$90.00
5635	7.10	Improper clearances of refuse or garbage containers	$100.00	$90.00
5635	7.11	Failure to provide alternate measures for interruption of fire protection systems	$250.00	$225.00
5635	7.12	Failure to maintain exit aisles clean of obstructions	$150.00	$140.00
5635	7.13(a)	Improper outdoor storage – Contribute to the spread of fire	$400.00	$390.00
5635	7.13(b)	Improper outdoor storage – obstructs fire fighting	$400.00	$390.00
5635	7.14(a)	Improper indoor storage – Creates a Fire Hazard	$200.00	$180.00
5635	7.14(b)	Improper indoor storage – Obstructs fire fighting	$200.00	$180.00
5635	7.15	Failure to address occupancy	$100.00	$90.00

5635	7.18	Excessive storage of flammable/combustible liquids	$150.00	$140.00
5635	7.19	Excessive storage of flammable/combustible liquids in garages or sheds	$150.00	$140.00
5635	7.20	Causation of a False Alarm	$400.00	$390.00
5635	8.1	Failure to maintain hydrant clearances	$100.00	$90.00
5635	8.3	Unauthorized use of a fire hydrant	$200.00	$180.00
5635	8.5(a)	Failure to provide clear access to a private hydrant	$150.00	$140.00
5635	8.5(c)	Failure to inspect and maintain private hydrant	$150.00	$140.00
5635	9.1	Possession or discharge of Fireworks without permit	$300.00	$225.00
5635	9.2(a)	Possession or set off of Display Fireworks without permit	$300.00	$225.00
5635	9.5	Storage of Fireworks without Permit	$200.00	$180.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Good Neighbour Bylaw				
4980	2.1	Obstruct an Officer	$3000.00	$3000.00
4980	2.2	Obstruct Entry to Property	$750.00	$700.00
4980	3.2(a)	Panhandle Within 10 Meters of Financial Institution	$50.00	$45.00
4980	3.2(b)	Panhandle Within 10 Meters of automated teller	$50.00	$45.00
4980	3.2(c)	Panhandle Within 10 Meters	$50.00	$45.00

		of a bus stop		
4980	3.2(d)	Panhandle Within 10 Meters a bus shelter	$50.00	$45.00
4980	3.2(e)	Panhandle Within 10 Meters of entrance to Liquor Store	$50.00	$45.00
4980	3.3	Panhandle from an occupant of a motor vehicle	$50.00	$45.00
4980	3.4	Panhandle after sunset	$50.00	$45.00
4980	3.5	Panhandle - sit or lie on a street	$50.00	$45.00
4980	3.6	Continue to panhandle	$50.00	$45.00
4980	4.3(b)	Operate public address System without permit	$200.00	$190.00
4980	4.4(a)	Disturb Peace - Highway or Public Property	$500.00	$475.00
4980	4.4(b)	Disturb Peace - Private Property	$200.00	$190.00
4980	4.5(a)	Vehicle Stereo Disturb peace	$200.00	$190.00
4980	4.5(b)	Stereo Noise Disturb Peace	$200.00	$190.00
4980	4.5(e)	Contruction Noise Outside permitted hours	$500.00	$475.00
4980	4.5(f)	Construction Noise Outside Permitted Hours – Property Owner	$500.00	$475.00
4980	4.5(g)	Fight or confrontation	$500.00	$475.00
4980	4.6(a)	Unmuffled boat launched	$250.00	$240.00
4980	4.6(g)	Disturb Peace – Boat Noise	$200.00	$190.00
4980	5.3(a)	Allow Rubbish/Matter to accumulate	$200.00	$190.00
4980	5.3(b)	Allow Rubbish to Overflow	$200.00	$190.00
4980	5.3(c)	Allow Property to become or remain Unsightly	$100.00	$90.00

4980	5.3(d)	Allow accumulation of growth to occur or remain	$100.00	$90.00
4980	5.3(e)	Allow construction waste to accumulate	$200.00	$190.00
4980	5.4	Failure to Maintain Boulevard or lane	$100.00	$90.00
4980	5.5	Failure to Maintain Property within one meter of lane	$100.00	$90.00
4980	5.6	Deposit vegetation waste	$100.00	$90.00
4980	5.7	Failure to Clear Sidewalk	$100.00	$90.00
4980	6.3	Situate campfire or outdoor fireplace less than 3 meters from a combustible – Interface Zone 1	$100.00	$90.00
4980	6.4	Situate campfire or outdoor fireplace less than 5 meters from a combustible – Interface zone 1 or 2	$100.00	$90.00
4980	6.5	Failure to enclose fire	$100.00	$90.00
4980	6.6	No spark guard – Zone 2 and 3	$100.00	$90.00
4980	6.7(a)	Burn when air quality health index is greater than 3	$100.00	$90.00
4980	6.7(b)	Burn when venting index is less than 55	$100.00	$90.00
4980	6.7(c)	Burn when conditions are hazardous	$500.00	$475.00
4980	6.7(d)	Burn in contravention of fire ban	$1000.00	$1000.00
4980	6.8(a)	Burn when conditions are hazardous	$500.00	$475.00
4980	6.8(b)	Burn in contravention of fire ban	$1000.00	$1000.00
4980	6.9	Burn prohibited material	$200.00	$190.00
4980	6.10	Allow fire to burn outside of fire enclosure	$100.00	$90.00

4980	6.11	Fire emitting smoke or odour	$200.00	$190.00
4980	6.12	Allow campfire or fire appliance to burn unattended	$200.00	$190.00
4980	6.15	Failure to extinguish fire immediately	$500.00	$475.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Graffiti Bylaw				
5010	3.01	Place Graffiti – Public	$500.00	$475.00
5010	3.02	Place Graffiti – Private	$500.00	$475.00
5010	3.03	Permit Graffiti to be placed	$100.00	$90.00
5010	3.04	Failure to maintain property free of graffiti	$200.00	$190.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Parks and Public Places Bylaw				
5057	4(a)	Park in Non-Designated Area	$75.00	$50.00
5057	4(b)	Park in Reserved Area	$75.00	$50.00
5057	4(c)	Park on Grass	$100.00	$75.00
5057	4(d)	Obstruct Traffic	$75.00	$50.00
5057	4(e)	Park Within 5 Meters of Fire Hydrant	$100.00	$75.00
5057	4(f)	Park on Yellow Line	$75.00	$50.00
5057	4(g)	Improper or Invalid Number Plate	$100.00	$75.00
5057	4(k)	Illegally Remove Ticket	$100.00	$75.00

5057	4(l)	Motorized Vehicle in Park Where Prohibited	$150.00	$125.00
5057	5	Cause Damage	$500.00	$475.00
5057	6(a)(i)	Dog in Park Illegally	$100.00	$90.00
5057	6(a)(ii)	Dog in Public Place Illegally	$100.00	$90.00
5057	6(a)(iii)	More Than Four Dogs	$100.00	$90.00
5057	6(a)(iv)	Dog Illegally Off Leash	$100.00	$90.00
5057	6(a)(v)	Dog Without Approval	$100.00	$90.00
5057	6(b)	Horse in Public Place	$100.00	$90.00
5057	6(c)	Feed wildlife or waterfowl in a park or public place	$100.00	$90.00
5057	7(a)	Improper Disposal of Rubbish	$100.00	$90.00
5057	7(b)	Discard Hazardous Material	$250.00	$240.00
5057	8	Fire in Public Place	$200.00	$180.00
5057	9(a)	Unsafe or Improper Conduct	$200.00	$180.00
5057	9(b)	Dive or Jump from Pier	$100.00	$90.00
5057	9(c)	Bicycle/Vehicle on Pier	$100.00	$90.00
5057	9(d)	Carry or Discharge Firearm	$1000.00	$900.00
5057	9(e)	Watercraft in Swimming Area	$400.00	$350.00
5057	9(f)	Improper Operation of Watercraft	$200.00	$180.00
5057	9(g)(i)	Open Alcohol in Public Place	$200.00	$190.00
5057	9(g)(ii)	Alcohol in Park	$200.00	$190.00
5057	9(h)	No Helmet	$75.00	$65.00
5057	10	Use Obscene Language	$75.00	$65.00
5057	11	Disturb Peace	$250.00	$225.00
5057	12	Amplified Sound Disturb Peace	$250.00	$225.00
5057	13	Set Up Temporary Shelter in Public Place	$200.00	$190.00

5057	14(a)	Erect Event Structure Without Permission	$200.00	$190.00
5057	14(b)(i)	Erect Temporary Shelter Before Dusk	$100.00	$90.00
5057	14(b)(ii)	Fail to remove Temporary Shelter prior to 9:00 a.m.	$100.00	$90.00
5057	14(b)(iv)	Erect Temporary Shelter in, on, within or attached to prohibited area	$200.00	$190.00
5057	15	Urinate or Defecate in Public Place	$200.00	$190.00
5057	16(a)	Place or Construct Structure	$200.00	$190.00
5057	16(b)	Conduct Business	$200.00	$190.00
5057	16(c)	Place Advertising	$200.00	$1c90.00
5057	16(e)	Improper Parking	$100.00	$90.00
5057	16(g)	Play or Practice Golf	$100.00	$90.00
5057	16(h)	Hazardous Activity	$200.00	$190.00
5057	16(i)	Damage Tree/Shrub/Property	$200.00	$190.00
5057	16(j)	Damage/Cover Sign	$100.00	$90.00
5057	16(l)	Animal at Large	$100.00	$90.00
5057	16(m)	Possess Paraphernalia	$200.00	$190.00
5057	16(n)	Interfere with Event	$100.00	$75.00
5057	17(a)	Smoke in Public Place	$100.00	$90.00
5057	17(b)	Smoke within 7.5m Transit Stop	$100.00	$100.00
5057	17(c)	Smoke in a Park	$100.00	$100.00
5057	17(d)	Smoke at Lake Access Site	$100.00	$90.00
5057	21	In Public Place After Hours	$200.00	$190.00
5057	22	Refuse Order to Leave Public Place	$500.00	$475.00

5057	24	Possess Controlled Substance	$250.00	$240.00
5057	25	Obstruct Officer	$3000.00	$3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Rental Unit Standards of Maintenance Bylaw				
5120	6.1	Allow Use of Non-conforming Rental Unit	$500.00	$475.00
5120	6.4	Obstruct Inspector	$3000.00	$3000.00
5120	6.5	Refuse Entry to Inspector	$500.00	$475.00
5120	7.1.1	Non-Maintenance of Plumbing System	$200.00	$190.00
5120	7.1.3	Inadequate Water Supply	$150.00	$140.00
5120	7.1.4	Inadequate Hot Water	$150.00	$140.00
5120	7.2.1	Inadequate Supply of Heat	$200.00	$190.00
5120	7.2.2	Failure to Provide Heat	$450.00	$425.00
5120	7.3.1	Failure to Provide Light	$200.00	$190.00
5120	7.3.3	Non-Maintenance of Electrical Access Points	$200.00	$190.00
5120	7.4.1	Egress Obstructed	$750.00	$700.00
5120	7.5.1	Non-Secured Unit	$200.00	$190.00
5120	8.1	Non-Provision of Utilities	$750.00	$700.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Safe Premises Bylaw				
5178	4.1	Occupy - Disconnected	$500.00	$450.00

5178	4.2	Occupy – Exhaust Vents	$500.00	$450.00
5178	4.3	Occupy – Hazardous Substance	$500.00	$450.00
5178	4.4(a)	Occupy – Exit Blocked	$500.00	$450.00
5178	4.4(b)	Occupy – Fire Stopping	$500.00	$450.00
5178	4.4(c)	Occupy – Electrical Hazard	$500.00	$450.00
5178	4.5	Occupy – Mould	$500.00	$450.00
5178	4.6	Occupy – Unauthorized Alteration	$500.00	$450.00
5178	5.1(g)	Occupy – Occupancy Permit	$1000.00	$1000.00
5178	6.3(a)	Obstruct Officer – Posting	$3000.00	$3000.00
5178	6.3(b)	Remove/Alter Notice	$500.00	$450.00
5178	6.3(c)	Occupy – Without Permission	$1000.00	$1000.00
5178	7.1(a)	Failure to Notify of Contravention	$200.00	$190.00
5178	7.1(b)	Failure to Take Action	$200.00	$190.00
5178	8.1	Use City Water	$250.00	$225.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Sanitation Bylaw				
1914	700	Failure to maintain sanitary yard	$200.00	$175.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Second Hand Dealers Bylaw				
4878	2.12	Take in Pawn from Underage Person	$150.00	$125.00
4878	2.15(a)	Failure to Tag and Separate Item	$150.00	$125.00

4878	2.4(a)	Failure to Record Name	$250.00	$225.00
4878	2.4(c)	Failure to Record Property	$500.00	$475.00
4878	3.2	Supply False Information	$500.00	$475.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Sign Bylaw				
4489	Part I – C. 8.	Sign Impede Corner Visibility	$300.00	$275.00
4489	Part I – E.1	Obstruct an Officer	$3000.00	$3000.00
4489	Part I – E.2.	Fail to remove illegal sign	$300.00	$275.00
4489	Part II – A.1.	No Sign Permit	$300.00	$275.00
4489	Part III – G. 4.	Improper siting of sandwich board sign	$100.00	$90.00
4489	Part III – I. 3.	Improper Siting - Portable Sign	$200.00	$180.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Soil Removal and Deposition Bylaw				
5259	4.1	Deposit /Remove Soil – No Permit	$500.00	$475.00
5259	4.4	Deposit /Remove Soil - Riparian No Permit	$500.00	$475.00
5259	4.5	Deposit Waste	$500.00	$475.00
5259	4.6	Deposit /Remove Soil – No Approval ALR	$500.00	$475.00

5259	6.6(b)	Cause damage without repair	$500.00	$475.00
5259	6.6(c)	Obstruct drainage facility /natural watercourse	$500.00	$475.00
5259	6.6(d)	Encroach upon, undermine or physically damage property	$500.00	$475.00
5259	6.6(e)	Alter/Divert Natural Watercourse	$500.00	$475.00
5259	6.6(f)	Deposit/Remove Soil - Slope exceeding 3:1	$500.00	$475.00
5259	6.6(g)	Change elevation more than 1.2 metres – Adjacent Property	$500.00	$475.00
5259	8.2	Obstruct Director or Designate	$3000.00	$3000.00
5259	8.4	Failure to Cease Activities	$500.00	$475.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Solid Waste Management Bylaw				
5911	1.6	Obstruct Bylaw Officer or Director	$3000.00	$3000.00
5911	3.2	Failure to Use System – Residential	$400.00	$350.00
5911	3.5	Place Municipal Solid Waste for Collection in an Inappropriate Container	$200.00	$180.00
5911	3.8(a)	Fail to maintain cart in a clean and sanitary condition	$200.00	$180.00
5911	3.8(c)	Allow Municipal Solid Waste to Accumulate and Attract Wildlife	$500.00	$450.00
5911	3.8(d)	Fill a Cart to a Gross Weight Greater Than Maximum Allowed	$200.00	$180.00
5911	3.8(e)	Excessive Garbage Not Allowing Cart Lid to Closed	$200.00	$180.00
5911	3.8(g)	Cart Contents Overflowing	$200.00	$180.00

5911	3.8(h)	Fail to Surrender Cart to City Upon Request	$200.00	$180.00
5911	3.8(i)	Place garbage without owner's permission	$200.00	$180.00
5911	3.13	Fail to Return Cart to Property	$200.00	$180.00
5911	3.14	Cart Incorrectly Placed or Stored	$200.00	$180.00
5911	3.16	Fail to Leave Cart at Vacated Property	$200.00	$180.00
5911	3.28 a-f	Fail to use an Extra Garbage Sticker	$200.00	$180.00
5911	3.28	Inappropriate Extra Garbage Bags and/or Their Use	$200.00	$180.00
5911	3.29	Inappropriate Materials Loose in Cart	$200.00	$180.00
5911	3.31	Ashes not Cooled and Separated from Other Waste	$200.00	$180.00
5911	3.33	Unpermitted Items in Cart	$200.00	$180.00
5911	3.39	Unpermitted Items in Residential Organics Cart	$200.00	$180.00
5911	5.1	Chipping Material Placed After Service Implementation	$200.00	$180.00
5911	5.2	Chipping Material Contrary to Requirements	$200.00	$180.00
5911	6.1	Leaves Placed After Service Implementation	$200.00	$180.00
5911	7.1	Christmas Trees Contain Decorations or Supports	$200.00	$180.00
5911	8.1 (b)	Lane Bin Incorrectly Placed	$200.00	$180.00
5911	8.3	Collection Container on Right-Of-Way Without Insurance	$200.00	$180.00
5911	8.4	Unacceptable Bin	$200.00	$180.00

5911	8.6	Use of Collection Containers Contrary to Requirements	$200.00	$180.00
5911	9.2	Failure to Use Commercial Collection Service	$500.00	$450.00
5911	9.7	Improper Containers for Collection	$200.00	$180.00
5911	9.8(a)	Fail to maintain collection cart	$200.00	$180.00
5911	9.8(b)	Collection Cart Not Closed	$200.00	$180.00
5911	9.8(d)	Collection Cart Overflowing	$200.00	$180.00
5911	9.8(e)	Place garbage without owner's permission	$200.00	$180.00
5911	9.9	Collection Container Located at Collection Points Outside Designated Times and Date	$200.00	$180.00
5911	9.10	Improperly Placed Collection Container	$200.00	$180.00
5911	9.18	Use and Type of Collection Container Contrary	$200.00	$180.00
5911	9.19	Loose Material Not Bagged	$200.00	$180.00
5911	9.23	Garbage Stored or Placed Incorrectly	$200.00	$180.00
5911	9.26	Unbundled Cardboard	$200.00	$180.00
5911	9.27	Shredded Material Not in a Transparent Bag	$200.00	$180.00
5911	9.28	Recyclable Material Attracts Wildlife	$200.00	$180.00
5911	9.29	Recyclable Material Stored or Placed Incorrectly	$200.00	$180.00
5911	10.1	Litter refuse	$200.00	$180.00
5911	10.5	Unlawful Disposal of Hazardous Waste	$400.00	$350.00

5911	10.6	Fail to Store, Remove, or Dispose of Hazardous Waste Appropriately	$400.00	$350.00
5911	10.8	Banned or Prohibited Material Placed in Cart	$400.00	$350.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Stormwater Drainage Bylaw				
5995	3.1(a)	Foul or Impede Stormwater Drainage System	$500.00	$475.00
5995	3.1(b)	Deposit Soil Into Stormwater Drainage System	$500.00	$475.00
5995	3.2	Unlawful Discharge	$500.00	$475.00
5995	3.3(a)	Discharge Outside Lawful pH Values	$500.00	$475.00
5995	3.3(b)	Discharge Resulting In Turbidity Exceeding Lawful Levels	$500.00	$475.00
5995	3.4(a)	Discharge of Prohibited or Hazardous Waste	$3000.00	$2800.00
5995	3.4(b)	Discharge Harming or Damaging Operation of Stormwater System	$3000.00	$2800.00
5995	3.4(c)	Discharge Contravening the Fisheries Act of Canada	$3000.00	$2800.00
5995	3.5(a)	Discharge Sewage or Sanitary Waste	$500.00	$475.00
5995	3.5(b)	Discharge Restricted Waste listed in Schedule "A"	$500.00	$475.00
5995	3.5(c)	Discharge Untreated Wash Water From Foundry Processes	$500.00	$475.00
5995	3.5(d)	Discharge of Processed Water From Groundwater Remediation	$500.00	$475.00

5995	3.5(e)	Discharge Unlawful Cooling Waste Water	$500.00	$475.00
5995	3.5(f)	Discharge Unlawful Industrial Cooling Water	$500.00	$475.00
5995	3.5(g)	Discharge Swimming Pool or Hot Tub Water	$500.00	$475.00
5995	3.6	Unlawful Damage to Stormwater Drainage System	$500.00	$475.00
5995	3.7	Unlawful Connection to Sanitary Sewerage System.	$500.00	$475.00
5995	3.8	Unlawfully Obstruct Stormwater Infrastructure	$500.00	$475.00
5995	3.9	Unlawful Discharge of Substance Other Than Stormwater	$500.00	$475.00
5995	3.10	Unlawful Work Completed by Persons Other Than City Employee or Agent	$3000.00	$2800.00
5995	3.11	Fail to Report Presence of Prohibited Materials	$500.00	$475.00
5995	3.12	Unlawful Connection to Stormwater Drainage System	$3000.00	$2800.00
5995	5.1	Refuse Entry onto Property	$500.00	$475.00
5995	5.2	Failure to Maintain Access to Stormwater Facility	$500.00	$475.00
5995	5.4	Failure to Test Using Standard Methods	$500.00	$475.00
5995	5.5	Samples Not Analyzed by Qualified Independent Agency	$500.00	$475.00
5995	5.6	Unlawful Point of discharge not one designated by City	$500.00	$475.00
5995	5.7	Unlawfully Tamper with Stormwater Drainage System	$500.00	$475.00
5995	5.8	Fail to Report Discharge or Spill	$500.00	$475.00

5995	5.10	Fail to Provide Written Notification	$500.00	$475.00
5995	5.12	Improper Storage of Prohibited Materials	$500.00	$475.00
5995	6.1	Obstruct City Official	$3000.00	$3000.00
5995	6.2	Provide False Information	$3000.00	$3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Subdivision and Development Servicing Bylaw				
3843	4.12	Site Preparation without approval	$500.00	$450.00
3843	4.09	No Slope Stability Report	$500.00	$450.00
3843	8.03	Obstruct City Officer	$3000.00	$3000.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Traffic Bylaw				
5600	3.1	Disobey Traffic Control Device	$50.00	$45.00
5600	3.2	Interfere with Traffic Control Device	$1000.00	$950.00
5600	3.3	Disobey direction of Fire Chief/Peace or Bylaw Officer/Traffic Control Person	$1000.00	$950.00
5600	3.4	Obstruct Bylaw Officer	$3000.00	$3000.00
5600	3.7	Loud or Unnecessary Noise from Vehicle	$50.00	$45.00
5600	3.8	Plants Extending 2.75 m over Highway	$100.00	$75.00
5600	3.9	Obstructing Sight Triangle	$200.00	$150.00

5600	3.10	Failure to clear Sidewalk of snow or ice within 24 hrs	$100.00	$75.00
5600	3.12(a)	Deposit snow / ice from property onto Boulevard not adjacent	$100.00	$75.00
5600	3.12(b)	Deposit snow / ice from property onto Travelled Portion of a Highway	$100.00	$75.00
5600	3.14	Deposit snow or ice between Travelled Portions of a Highway	$100.00	$75.00
5600	4.1(a)	Stop or Park contrary to Traffic Control Device	$50.00	$45.00
5600	4.1(b)	Obstruct visibility of a Traffic Control Device	$50.00	$45.00
5600	4.1(c)	Improper or invalid licence plates	$50.00	$45.00
5600	4.1(d)	Obstruct flow of Traffic	$100.00	$75.00
5600	4.1(e)	Stop or Park non-parallel to Roadway	$50.00	$45.00
5600	4.1(f)	Stop or Park on Active Transportation Corridor	$50.00	$45.00
5600	4.1(g)	Stop or Park against yellow curb	$50.00	$45.00
5600	4.1(h)	Double parked	$50.00	$45.00
5600	4.1(i)	Stop or Park for primary purpose of maintaining/selling Vehicle	$50.00	$45.00
5600	4.1(j)	Stop or Park against Red Curb	$50.00	$45.00
5600	4.1(k)	Stop or Park in Laneway without actively loading/unloading	$50.00	$45.00
5600	4.1(l)	Stop or Park against white curb without actively loading/unloading	$50.00	$45.00
5600	4.1(m)	Stop or Park other than right side of Roadway	$50.00	$45.00
5600	4.1(n)	Stop or Park more than 0.3 m from Curb	$50.00	$45.00

5600	4.1(o)	Stop or Park within 1 m of Active Transportation Corridor ramp	$50.00	$45.00
5600	4.1(p)	Stop or Park within 1 m of an Access	$50.00	$45.00
5600	4.1(q)	Stop or Park on a Boulevard	$50.00	$45.00
5600	4.1(r)	Stop or Park on a Shoulder without leaving 1.5 m	$50.00	$45.00
5600	4.1(s)	Stop or Park on a Street within 3 m of Laneway	$50.00	$45.00
5600	4.1(t)	Stop or Park within 5 m of fire hydrant	$100.00	$75.00
5600	4.1(u)	Stop or Park within 6 m of the approach to a Point of Intersection	$50.00	$45.00
5600	4.1(v)	Stop or Park within 6 m of the approach of signal or stop sign	$50.00	$45.00
5600	4.1(w)	Stop or Park on paved portion of a Roadway less than 6 m wide	$50.00	$45.00
5600	4.1(x)	Stop or Park within 20 m of the approach or 10 m beyond a bus stop	$50.00	$45.00
5600	4.1(y)	Stop or Park within 15 m of a Dead-End Street	$50.00	$45.00
5600	4.1(z)	Stop or Park within 15 m of the approach or 10 m beyond a crosswalk	$50.00	$45.00
5600	4.1(aa)	Stop or Park within 15 m of a railway crossing	$50.00	$45.00
5600	4.1(bb)	Stop or Park longer than 5 mins within 5 m of a mailbox	$50.00	$45.00
5600	4.1(cc)	Stop or Park on Highway longer than 48 hrs	$50.00	$45.00
5600	4.1(dd)	Stop or Park in loading zone longer than needed	$50.00	$45.00

5600	4.1(ee)	Stop or Park Vehicle greater than 5,500 kg GVW in Residential Zone (excluding RVs)	$50.00	$45.00
5600	4.1(ff)	Stop or Park RV greater than 5,500 kg GVW in Residential Zone longer than 24 hrs	$50.00	$45.00
5600	4.1(gg)	Stop or Park at Hoarded Metered Space	$50.00	$45.00
5600	4.1(hh)	Stop or Park > 0.6m from Parking Meter	$50.00	$45.00
5600	4.1(ii)	Parked without valid Parking Pass	$50.00	$45.00
5600	4.1(jj)	Parked with incorrectly displayed Parking Pass	$50.00	$45.00
5600	4.1(kk)	Parked at expired Parking Meter	$50.00	$45.00
5600	4.1(ll)	Stop or Park in > 1 On-Street Pay Parking space without Deposit	$50.00	$45.00
5600	4.1(mm)	RV parked with stabilization	$200.00	$150.00
5600	4.1(nn)	RV parked with parts extended	$200.00	$150.00
5600	4.2	Stop or Park longer than posted time restriction	$50.00	$45.00
5600	4.3	Stop or Park on Highway under Snow Removal Program	$50.00	$45.00
5600	4.5(a)	No Resident REPA Permit	$50.00	$45.00
5600	4.5(b)	No Local Business REPA Permit	$50.00	$45.00
5600	4.5(c)	No Commercial Vehicle REPA Permit	$50.00	$45.00
5600	4.7	No Accessible Parking Permit	$150.00	$140.00
5600	4.9	Failed to pay required Deposit for parking	$50.00	$45.00
5600	4.10	Additional Deposit paid to park beyond maximum time allowed	$50.00	$45.00

5600	4.13	Taxicab at Metered Space longer than 2 mins	$50.00	$45.00
5600	4.16(a)	Commercial Vehicle Parking Meter Permit Stopped/Parked longer than 20 mins	$50.00	$45.00
5600	4.16(b)	Accessible Parking Meter Permit Stopped/Parked longer than 3 hrs	$50.00	$45.00
5600	4.23	Damage Parking Meter	$1000.00	$950.00
5600	5.1(a)	Pedestrian cross Highway in contravention of Traffic Control Device	$50.00	$40.00
5600	5.1(b)	Pedestrian not on Pedestrian Facility	$50.00	$40.00
5600	5.1(c)	Pedestrian soliciting ride	$50.00	$40.00
5600	5.1(d)	Pedestrian without due care or attention	$50.00	$40.00
5600	5.2	Pedestrian not facing oncoming Traffic	$50.00	$40.00
5600	5.3(a)	Cyclist not dismounted on Sidewalk	$50.00	$40.00
5600	5.3(b)	Cyclist not dismounted on Crosswalk	$50.00	$40.00
5600	5.3(c)	Cyclist on Roadway against the flow of traffic	$50.00	$40.00
5600	5.3(d)	Cyclist perform acrobatic or stunt on Highway	$50.00	$40.00
5600	5.3(e)	Cyclist improperly riding Bicycle	$50.00	$40.00
5600	5.3(f)	Excess people on Bicycle	$50.00	$40.00
5600	5.5(a)	SWT User not dismounted on Crosswalk	$50.00	$40.00
5600	5.5(b)	SWT User on Roadway against the flow of traffic	$50.00	$40.00

5600	5.5(c)	SWT User travelling at excessive speed on Highway	$50.00	$40.00
5600	5.5(d)	SWT User performed acrobatic or stunt on Highway	$50.00	$40.00
5600	5.5(e)	SWT User in position other than standing	$50.00	$40.00
5600	5.7(a)	Cyclist / SWT User with headphones over both ears	$50.00	$40.00
5600	5.7(b)	Cyclist / SWT User with insufficient visibility equipment at night	$50.00	$40.00
5600	5.7(c)	Cyclist / SWT User using Highway without due care or attention	$50.00	$40.00
5600	5.8	Cyclist / SWT User without helmet	$50.00	$40.00
5600	5.11(a)	Cyclist / SWT User on MUP in contravention of Traffic Control Device	$50.00	$40.00
5600	5.11(b)	Cyclist / SWT User on MUP fail to yield to Pedestrian	$50.00	$40.00
5600	5.11(c)	Cyclist / SWT User not travelling on righthand side of MUP	$50.00	$40.00
5600	5.11(d)	Cyclist / SWT User not giving audible warning when passing on MUP	$50.00	$40.00
5600	5.11(e)	Cyclist / SWT User travelling at excessive speed on MUP	$50.00	$40.00
5600	5.12	Bicycle/SWT device parked obstructing Traffic	$50.00	$40.00
5600	6.1	No Access Permit	$1000.00	$950.00
5600	6.5	Place Rubbish or Chattel on Highway	$200.00	$150.00
5600	6.6	Drainage system causing water damage to Highway	$1000.00	$950.00

5600	6.7	No Outdoor Commercial Use Permit	$200.00	$150.00
5600	6.7	Failure to remove Outdoor Commercial Use outside of permitted dates	$500.00	$475.00
5600	6.11	Outdoor Commercial Use not constructed in compliance	$200.00	$150.00
5600	6.12	No Horse Drawn Carriage Permit	$200.00	$150.00
5600	6.15(a)	Horse Drawn Carriage Operator failure to remove excrement	$100.00	$75.00
5600	6.15(b)	Horse Drawn Carriage Operator leaving horses unattended	$100.00	$75.00
5600	6.15(c)	Horse Drawn Carriage without Slow Moving Vehicle Warning Device	$100.00	$75.00
5600	6.15(d)	Horse Drawn Carriage with insufficient visibility equipment at night	$100.00	$75.00
5600	6.18	Heavy Truck on Highway contrary to Traffic Control Device	$100.00	$75.00
5600	6.19	Heavy Truck deviated from Truck Route not on most direct route	$100.00	$75.00
5600	6.20	Operated Heavy Truck in Residential Zone between 7pm and 7am	$100.00	$75.00
5600	6.21	No Individual Trip or Frequent Trips Extraordinary Traffic Permit	$1000.00	$950.00
5600	6.25	Not carrying Individual Trip or Frequent Trips Extraordinary Traffic Permit	$100.00	$75.00
5600	6.27	Failure to comply with Seasonal Load Restrictions	$1000.00	$950.00
5600	6.28(a)	Failure to Stop vehicle at direction of Bylaw Officer	$200.00	$150.00

5600	6.28(b)	Failure to produce certificate showing maximum weight of Vehicle	$200.00	$150.00
5600	6.30	No Road Usage Permit	$200.00	$150.00
5600	6.34	Road Usage Permit - work does not conform to plans/specs	$200.00	$150.00
5600	6.35	Road Usage Permit - failure to provide as-built drawings	$200.00	$150.00
5600	6.36	No Hoarding Permit	$200.00	$150.00
5600	6.40	Hoarding Permit - no minimum 1.5 m Pedestrian access	$200.00	$150.00

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty
Zoning Bylaw				
6000	1.4.1	Unlawful Land Use	$3000.00	$3000.00
6000	3.2.1	Obstruct Inspector	$3000.00	$3000.00
6000	3.3.1	Contravention of Zoning Bylaw	$500.00	$450.00
6000	3.3.10	Storage of Flammable or Combustible Liquid in Excess of Allowance	$500.00	$450.00
6000	3.2.3	Interfere or Obstruct Entry	$1000.00	$950.00
6000	3.3.3	Unlawful Construction	$500.00	$450.00
6000	3.3.5	Contravene Condition of Permit	$500.00	$450.00
6000	3.3.6	Modify Description, Specification or Plan	$500.00	$450.00
6000	3.3.7	Construction Contrary to Description, Specification or Plan	$500.00	$450.00
6000	4.1	Swimming Pool Incorrectly Sited	$500.00	$450.00
6000	3.3.8.1	Park or Store Overweight Commercial Vehicle	$500.00	$450.00
6000	3.3.9	Unlawful Placement or Storage of Construction Materials	$500.00	$450.00

6000	3.3.8.2	Park or Store Oversized Recreational Vehicle	$500.00	$450.00
6000	3.3.8.3	Park or Store Recreational Vehicles in Excess of Allowance	$500.00	$450.00
6000	4.3.1	Communication Device Unlawfully Sited	$500.00	$450.00
6000	3.3.8.4	Park or Store Commercial Vehicles in Excess of Allowance	$500.00	$450.00
6000	4.3.2	Accessory Building or Structure in Front Yard	$500.00	$450.00
6000	3.3.8.5	Park or Store Inoperable or Unlicensed Vehicle	$500.00	$450.00
6000	4.3.3	Unlawful use of Accessory Building or Structure	$500.00	$450.00
6000	3.3.8.6	Park or Store Vehicles in Excess of Allowance	$500.00	$450.00
6000	4.3.4	Unlawful Lot Coverage of Accessory Buildings or Structure	$500.00	$450.00
6000	4.6.1	Exterior Lighting – Directed Beyond Lot Boundaries	$500.00	$450.00
6000	4.3.5	Unlawful Siting of a Shipping Container	$500.00	$450.00
6000	4.6.2	Exterior Lighting – Flashing or Blinking	$500.00	$450.00
6000	4.3.6	Duration of a Shipping Container on a Lot Exceeding Allowance	$500.00	$450.00
6000	4.6.3	Exterior Lighting – Neon in Housing Zone	$500.00	$450.00
6000	4.8.1	Rooftop Mechanical and Electrical Not Screened	$500.00	$450.00
6000	4.3.7	Failure to Screen a Shipping Container	$500.00	$450.00
6000	4.6.4	Exterior Lighting – Shining Beyond Lot Boundaries in Housing Zone	$500.00	$450.00
6000	4.9.1	Construction on Slopes Greater Than 30%	$1000.00	$950.00
6000	4.3.8	Stacking of Shipping Containers Exceeding Allowance	$500.00	$450.00
6000	4.6.5	Public Access Not Illuminated	$500.00	$450.00
6000	4.6.7	Lighting – Not Dimmed Outside of Operational Hours	$500.00	$450.00

6000	5.3.1	Unlawful Home-Based Business	$500.00	$450.00
6000	5.4.1	Unlawful Secondary Suite	$500.00	$450.00
6000	5.4.2	Unlawful Accessory Dwelling Unit	$500.00	$450.00
6000	5.5.1	STR – Multiple Bookings in a Dwelling Unit	$500.00	$450.00
6000	5.5.2	STR – Over Capacity Sleeping Unit	$500.00	$450.00
6000	5.5.3	STR – Unlawful Parking	$500.00	$450.00
6000	6.2.2	Landscape Area Not Maintained	$500.00	$450.00
6000	6.3.2	Refuse or Recycling Bin Not Screened	$500.00	$450.00
6000	6.5.1	Over height Fence in Housing Zone	$500.00	$450.00
6000	6.5.10	Unlawful Barbed Wire or Electric Fence	$500.00	$450.00
6000	6.5.12	Retaining Wall & Fence Height in Excess of 2.0 Meters	$500.00	$450.00
6000	6.5.2	Fence Comprised of Inadequate Materials	$500.00	$450.00
6000	6.5.7	Pickets or Finials Above Horizontal Rail	$500.00	$450.00
6000	7.1.1	Inadequate Vehicle or Bike Spaces	$500.00	$450.00
6000	6.5.8	Over height Fence in Industrial or Agricultural Zone	$500.00	$450.00
6000	6.5.9	Industrial Zone not Appropriately Screened	$500.00	$450.00
6000	6.6.8	Leave Strip Disturbed	$1000.00	$950.00

THE CORPORATION OF THE CITY OF VERNON

BYLAW 6012

A bylaw to amend the City of Vernon Zoning Bylaw 6000

WHEREAS the Council of the Corporation of the City of Vernon has determined to amend the City of Vernon Zoning Bylaw 6000;

AND WHEREAS all persons who might be affected by this amending bylaw have, before the passage thereof, been afforded an opportunity to be notified on the matters herein before the said Council, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto;

NOW THEREFORE the Council of the Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **"Zoning Text (General Updates) Amendment Bylaw 6012, 2025"**.
2. The City of Vernon Zoning Bylaw 6000 is hereby amended as shown in red on attached Schedule 'A'.
3. If any section, subsection, paragraph, clause or phrase, of this Bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
4. Zoning Bylaw 6000 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this	26th day of May, 2025
READ A SECOND TIME this	26th day of May, 2025
PUBLIC HEARING held this	23rd day of June, 2025
READ A THIRD TIME this	23rd day of June, 2025

Approved pursuant to section 52(3)(a) of the *Transportation Act*

this 25th day of June, 2025

for Minister of Transportation & Transit

ADOPTED this day of , 2025.

Mayor

Corporate Officer

The Corporation of the City of Vernon
Bylaw Number 6000
Text Amendments

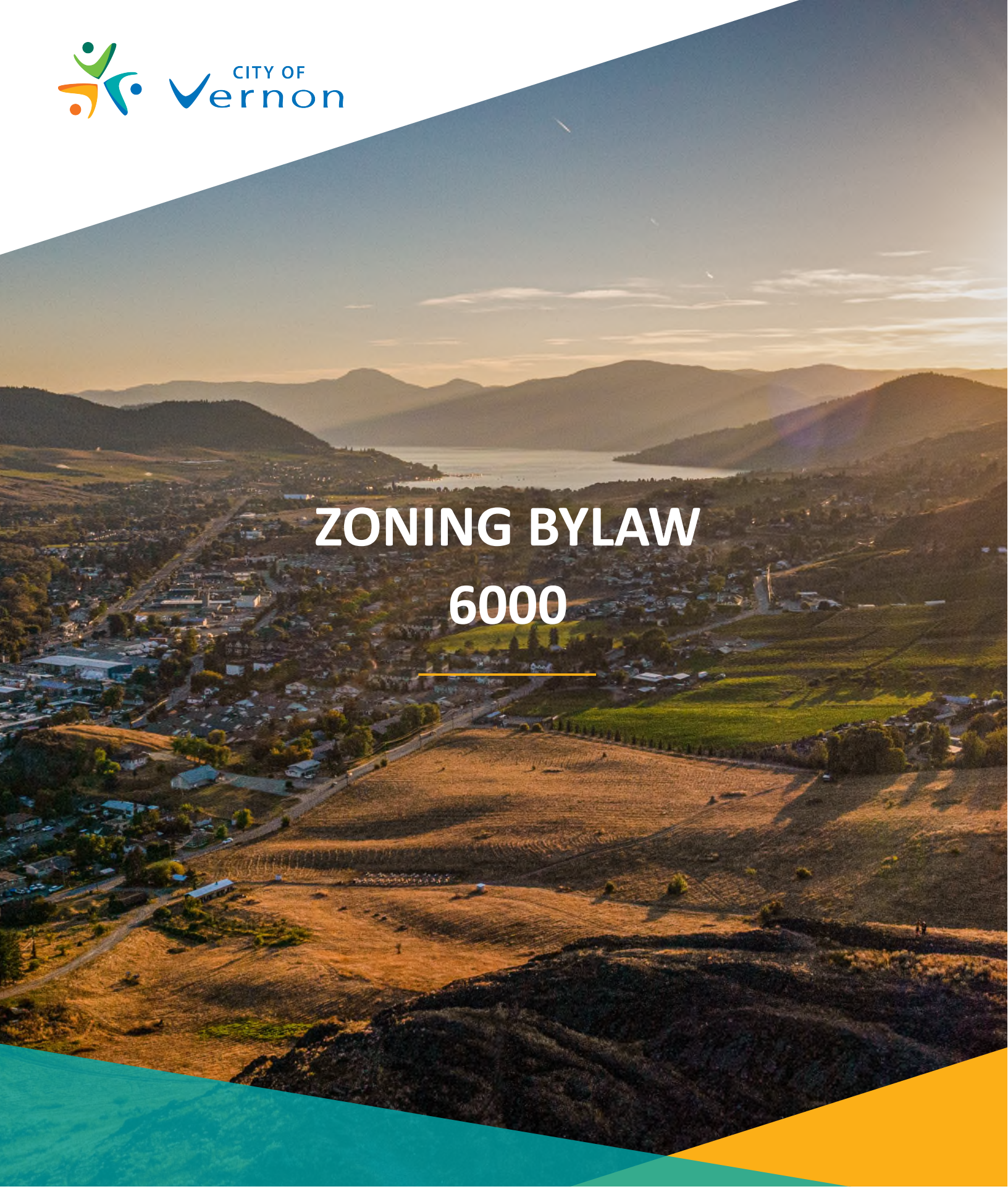
BYLAW NO.	ADOPTION	AMENDMENT
6009	October 7, 2024	Overlay: Drive Through and Minor Fuel Stations for Existing Operation Businesses
6005	February 24, 2025	Amend Section 16.1.2.1: Permitted Uses (Drive-through Services) and 16.1.2.2: Permitted Uses (Minor Fuel Station) to add 1501 Highway 6
6012		General Amendments: Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16 (for details of all changes see - Appendix A on the website)

SCHEDULE 'A'
Attached to and forming Part of Bylaw 6012
"Zoning Text (General Updates) Amendment Bylaw 6012, 2025

The Corporation of the City of Vernon
Bylaw Number 6000

BYLAW NO.	ADOPTION	AMENDMENT
6010	March 10, 2025	Housing Zone Map Amendment – Multiple Residential Properties
6031	March 10, 2025	Commercial Zone and Downzoning Map Amendment – Multiple Properties – MUM too CMUN and MSH to MUS

CITY OF Vernon



ZONING BYLAW 6000

TABLE OF CONTENTS

SECTION 1: General Administration 9

1.1 Title 9
1.2 Zoning Map 9
1.3 Transit Oriented Development Areas 10
1.4 Uses and Regulations 10
1.5 Compliance with other Regulation 11
1.6 Repeal 11
1.7 Applications in Process 11
1.8 Land Dedication and Setbacks 12
1.9 Undersized Lots 12
1.10 General Interpretation 12
1.11 Interpreting Conflicts 12
1.12 Rounding Numbers 13
1.13 Severability 13

SECTION 2: Interpretation 14

2.1 Rules of Interpretation 14
2.2 Zone Boundaries 14
2.3 General Definitions 15

SECTION 3: Enforcement 46

3.1 General 46
3.2 Right of Entry 46
3.3 Prohibitions 46
3.4 Penalties 47

SECTION 4: Development Regulations 48

4.1 Swimming Pools 48
4.2 Projections into Yards 48
4.3 Accessory Development 48
4.4 Height and Grade 50
4.5 Services 51
4.6 Lighting 51

4.7 Setback from Provincial Highways 51
4.8 ~~Rooftop Screening~~ 52
4.9 Hillside Development Areas 52

SECTION 5: Specific Use Regulations 53

5.1 Application 53
5.2 Minimum Dwelling Unit Size 53
5.3 Home Based Businesses 53
5.4 Secondary Suites & Accessory Dwellings 54
5.5 Short-term Rental Accommodation 54
5.6 Bareland Strata Developments 55
5.7 Vehicular-oriented Uses 55
5.8 Car Washes 56
5.9 Temporary Use Permits 56
5.10 Temporary Shelter Services 57
5.11 Retail Cannabis Store 57

SECTION 6: Landscape & Screening 59

6.1 Required Landscaping 59
6.2 Landscaping Standards 59
6.3 Refuse and Recycling Bins 61
6.4 Public Amenity Areas 61
6.5 Fencing and Retaining Walls 62
6.6 Minimum Landscape Buffers 66

SECTION 7: Vehicle Parking, Loading, and Bike Parking 70

7.1 General Provisions 70
7.2 Development Standards 72
7.3 Vehicle Parking and Loading 74
7.4 Bike Parking 79

SECTION 8: Agricultural & Rural 87

8.1 ALR – Agricultural Land Reserve (ALR) 87
8.2 AGRL – Agriculture & Rural: Large Block (Non-ALR) 89
8.3 AGRS – Agriculture & Rural: Small Block (Non-ALR) 91

SECTION 9: Housing 94

9.1 MUS – Multi-Unit: Small Scale 94
9.2 MUA – Multi-Unit Acreage: Small Scale 100
9.3 MHS – Mobile Home Site 104
9.4 MUM – Multi-Unit: Medium Scale 107
9.5 MSH – Medium Scale Housing 110

SECTION 10: Resort 113

10.1 RTH – Resort Tourist Housing 113
10.2 RCC – Resort Commercial Centre 117

SECTION 11: Commercial Mixed-Use Zones 121

11.1 CMUN – Commercial Mixed-Use: Neighbourhood 121
11.2 CMUB – Commercial Mixed-Use: Business 125
11.3 CMUC – Commercial Mixed-Use: Centre 129

SECTION 12: Industrial 133

12.1 INDL – Light Industrial 133
12.2 INDA – Airport Industrial 136

SECTION 13: Community & Servicing 138

13.1 CMTY – Community 138
13.2 UTIL – Utilities 141

SECTION 14: Parks 143

14.1 PANS – Parks & Natural Spaces 143

SECTION 15: Comprehensive Development 146

15.6 CD6 – Comprehensive Development Area 6 146

SECTION 16: Overlays and Modifiers 155

16.1 Overlays 155
16.2 Modifiers 160
Schedule A – Zoning Map 161
Schedule B – Transit Oriented Development Area Maps 162

LIST OF DIAGRAMS

Diagram 2.1a — Finished Grade: Single Detached Housing 31
Diagram 2.1b — Finished Grade: Apartment 32
Diagram 2.1c — Finished Grade: Sloped Fronting Road 32
Diagram 2.2 — Front Lot Line: Panhandle Lot 33
Diagram 2.3 — Height Measurements 35
Diagram 2.4 — Walkout Basement 44
Diagram 6.1 — Retaining Wall on Higher Subject Property 64
Diagram 6.2 — Retaining Wall on Lower Subject Property 64
Diagram 6.3 — Minimum Landscape Buffer Treatment, Level 1 68
Diagram 6.4 — Minimum Landscape Buffer Treatment, Level 2 68
Diagram 6.5 — Minimum Landscape Buffer Treatment, Level 3 68
Diagram 6.6 — Minimum Landscape Buffer Treatment, Level 4 68
Diagram 16.1 — Modifiers 155

LIST OF TABLES

Table 7.1 — Minimum Drive Aisle Widths by Purpose 72
Table 7.2 — Required Minimum Number of Accessible Parking Spaces 74
Table 7.3 — Required Minimum Number of Visitor Parking Spaces 76
Table 7.4 — Minimum Ratio of Required EV-ready Vehicle Parking Spaces 77
Table 7.5 — Minimum Dimensions of Vehicle Parking Spaces and Loading Spaces 75
Table 7.6 — Additional parking space width required for obstruction 76
Table 7.6.1 – Required End-of-trip Bike Facilities 80
Table 7.7 — Parking, Loading, and Bike Parking Schedule 82

THE CORPORATION OF THE CITY OF VERNON
BYLAW NUMBER 6000

A BYLAW TO MANAGE THE USE OF LAND WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF VERNON IN ACCORDANCE WITH PART 14 OF THE *LOCAL GOVERNMENT ACT*.

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

READ A FIRST TIME this 27th day of May, 2024

READ A SECOND TIME this 27th day of May, 2024

PUBLIC HEARING held this 10th day of June, 2024

READ A THIRD TIME this 10th day of June, 2024

Approved pursuant to section 52(3)(a) of the *Transportation Act* this 12 day of June, 2024
for Minister of Transportation & Infrastructure
eDas 2024-02443

ADOPTED this 24th day of June, 2024.

'V. Cumming' 'S. Wood'

Mayor: Corporate Officer:

SECTION 1: General Administration

1.1 Title

This bylaw shall be referred to as the *City of Vernon Zoning Bylaw No. 6000 (2024)*.

1.2 Zoning Map

1.2.1 The City of Vernon is hereby divided into the following zones:

Agricultural & Rural

ALR Agricultural Land Reserve (ALR)
AGRL Agriculture & Rural: Large Block (Non-ALR)
AGRS Agriculture & Rural: Small Block (Non-ALR)

Housing

MUS Multi-Unit: Small Scale
MUA Multi-Unit Acreage: Small Scale
MHS Mobile Home Site
MUM Multi-Unit: Medium Scale
MSH Medium Scale Housing

Resort

RTH Resort Tourist Housing
RCC Resort Commercial Centre

Commercial

CMUN Commercial Mixed-Use: Neighbourhood
CMUB Commercial Mixed-Use: Business
CMUC Commercial Mixed-Use: Centre

Industrial

INDL Light Industrial
INDA Airport Industrial

Community & Servicing

CMTY Community
UTIL Utilities

Parks

PANS Parks & Natural Space

Comprehensive Developments

CD6 Comprehensive Development Area 6

1.2.2 The boundaries of those zones including any sub-areas designated within zones are shown on the zoning map which is attached as Schedule 'A' to this bylaw.

1.2.3 In this bylaw, reference to zones by letters or letters and numbers shall be deemed to refer to the zone whose full title is set out in 1.2.1.

1.3 Transit Oriented Development Areas

1.3.1 The following areas are designated as **Transit Oriented Development Areas (TOD Areas)**:

.1 Downtown Exchange (bus exchange)
.2 Village Green Centre Exchange (bus exchange)

1.3.2 The boundaries of the **TOD Areas** are shown on the **TOD Area Maps** which are attached as Schedule 'B' to this bylaw.

1.4 Uses and Regulations

1.4.1 No land, **Building**, or **Structure**, within the City shall be developed, **Used**, constructed, erected, modified, converted, enlarged, re-constructed, altered, placed, maintained, or subdivided except in conformity with the provisions of this bylaw.

1.4.2 This bylaw does not apply in the following situations:

.1 alterations, maintenance and repair to any **Building** or **Structure**, provided that such work does not involve **Structural Alterations**; and does not change the **Use** or intensity of **Use** of the **Building** or **Structure**;

.2 the **Use** of a **Building**, or part thereof, as a temporary polling station, election official's headquarters, candidate's campaign office, and any other temporary **Use** in connection with a federal, provincial, or municipal election, referendum, or census;

.3 the **Use** of a **Building**, or part thereof, as a constituency **Office** for a federal Member of Parliament or a provincial Member of the Legislative Assembly when located in a commercial, industrial or community zone. Any signage for the constituency **Office** must meet the requirements of the *City of Vernon Sign Bylaw No. 4489* for the zoning of the **Lot**;

.4 a temporary **Structure** which is incidental to the erection, maintenance, alteration, or sales of a **Building**, **Structure**, or utility for which a building or development permit has been issued provided that they are removed within 30 days of project completion or one year following the issuance of a building permit, whichever is earliest;

.5 the **Use** of non-housing or non-agricultural zones for activities such as carnivals, religious gatherings, and music festivals for less than 7 days provided a valid license has been issued under the *City of Vernon Business License Bylaw No. 5480* or a special event permit issued by Council;

.6 railways, pipelines, irrigation ditches, conduits, flumes, and pump houses;

.7 utility services underground or within statutory rights-of-way and utility poles and anchors;

.8 lands within the boundaries of Indian Reserve 6;

.9 **Landscaping**, where the existing **Grade** and surface drainage pattern is not materially altered, except where required by Section 6; and

.10 **Construction**, maintenance and repair of private walkways, **Pathways** and **Driveways**.

1.5 Compliance with other Regulation

1.5.1 Regulations in the *City of Vernon Regional Airport Zoning Regulation Bylaw No. 4578 (2000)*, may also apply to the **Use** of land and construction of **Buildings** and **Structures** that are regulated by this bylaw, and in the event of any inconsistency the more restrictive provisions apply.

1.5.2 In addition to this Bylaw, a person is responsible for ascertaining and complying with the requirements of all other applicable: municipal bylaws, provincial statutes, provincial regulations, federal statutes, and federal regulations.

1.6 Repeal

1.6.1 The *City of Vernon Zoning Bylaw No. 5000 (2004)* is hereby repealed.

1.7 Applications in Process

1.7.1 A development will be processed in accordance with *City of Vernon Zoning Bylaw No. 5000*, as the bylaw read on the date of repeal, provided a development permit, development variance permit, or board of variance order was issued or a complete building permit application was submitted for the development prior to the date of repeal.

1.7.2 A building permit for any development processed in accordance with *City of Vernon Zoning Bylaw No. 5000* must be issued or rejected within 12 months of the effective date of this bylaw, and if rejected, any future development must comply with this bylaw.

1.7.3 Complete subdivision applications submitted and applicable subdivision fee paid prior to the effective date of this bylaw will be processed in accordance with *City of Vernon Zoning Bylaw No. 5000*, as the bylaw read on the date of repeal, for a period of 12 months after the effective date of this bylaw unless the applicant agrees in writing that this bylaw should have effect with respect to the subdivision. Such applications shall be approved or rejected within 12 months of this bylaw coming into effect and, if rejected, any future development must comply with this bylaw.

1.7.4 All other development must comply with this bylaw.

1.8 Land Dedication and Setbacks

1.8.1 Where a **Lot** is reduced in size as a result of a taking for public **Use** by the City, Provincial or Federal Government, an Improvement or Irrigation District, the Board of Education, or a Public Utility by dedication, expropriation, or purchase, the **Lot**, **Buildings** and **Structures** thereon are deemed to conform with the provisions of this bylaw. For the purpose of further developments, the **Lot** shall be considered to exist as it did prior to the taking but only if the taking is for road dedication, providing such taking:

.1 does not exceed 20% of the original **Lot Area**;

.2 in agricultural and rural zones, does not reduce the **Lot** to less than 0.2 ha (0.5 ac); or

.3 does not reduce a **Front**, **Flanking Side**, **Side**, or **Rear Setback** below 1.5 m unless this bylaw does not require such **Setback**.

1.9 Undersized Lots

1.9.1 Principal and/or **Accessory Use(s)** is(are) permitted on a **Lot** that is less than the minimum **Lot Area** in that zone, provided that the **Lot** was created before adoption of this bylaw and the development otherwise complies with all the regulations of this bylaw.

1.10 General Interpretation

1.10.1 When a word or phrase in this bylaw are capitalized, blue in colour and are written in bold font, it indicates a defined term in this bylaw. Words that are not capitalized, blue in colour and written in bold font should be given their plain and ordinary meaning as the context requires.

1.10.2 The Schedules attached to this bylaw form part of this bylaw.

1.11 Interpreting Conflicts

1.11.1 In the case of any conflict between the text of this bylaw and any maps, photos, diagrams, or drawings used to illustrate any aspect of this bylaw (including Section 1.2.2, Zoning Map), the text takes precedence.

1.11.2 In the case of any conflict between a number written in numerals and a number written in letters, the number written in numerals must govern.

1.11.3 In the case of any conflict between information expressed in metric units and in imperial units, the metric must govern.

1.12 Rounding Numbers

1.12.1 Unless specified elsewhere in this bylaw, units must be rounded to the tenth decimal place.

1.12.2 Where a calculation to determine any of the following results in a number with a tenth decimal place of 0.5 or greater, the value must be rounded up to the next whole number:

.1 total number of trees or shrubs required in compliance with Section 6; and

.2 minimum or maximum number of parking spaces, number of **Loading Spaces**, number of **Pick-up / Drop-Off** spaces, and number of **Bike Parking Spaces** required in compliance with Section 7.

1.12.3 Despite Section 1.12.2, where a calculation specified in Section 1.12.2 results in a number less than 1.0, the value must be rounded to 1.0.

1.12.4 Where a calculation for residential density based on units per hectare results in a number with a fraction or a decimal place, the value must be rounded down to the nearest whole number.

1.13 Severability

1.13.1 If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

SECTION 2: Interpretation

2.1 Rules of Interpretation

2.1.1 The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

2.1.2 Words, phrases, and terms neither defined in this section nor in the *Local Government Act, Community Charter* or the *Interpretation Act*, shall be given their usual and customary meaning for the purpose of interpreting this bylaw.

2.2 Zone Boundaries

2.2.1 The zone boundaries on the zoning map shall be interpreted as follows:

.1 where a zone boundary follows a **Street**, **Laneway**, **Alley**, railway, pipeline, power line, utility right-of-way, or easement, it follows the centerline, unless otherwise clearly indicated on the zoning map;

.2 where a zone boundary is shown as approximately following the City boundary, it follows the City boundary;

.3 where a zone boundary is shown as approximately following the edge, shoreline, or **Natural Boundary** of a river, lake, or other water body, it follows the **Natural Boundary**. In the event of change, it moves with the **Natural Boundary**;

.4 where a zone boundary is shown as approximately following a **Lot Line**, it follows the **Lot Line**;

.5 where a zone boundary is shown as approximately following a topographic contour line or a top-of-bank line, it follows that line;

.6 where a zone boundary is shown as being generally parallel to or as an extension of any of the features listed above, it shall be so interpreted accordingly; and

.7 in other circumstances, the location of the zone boundary shall be determined by the scale of the zoning map.

2.2.2 When any **Street**, **Laneway** or **Alley** is closed by bylaw enacted under the *Community Charter*, the land is deemed to have the same zoning as the abutting land. If the right-of-way is consolidated with an adjoining parcel, the parcel's zoning designation applies to the consolidated portion.

2.3 General Definitions

2.3.1 The definitions of **Uses** group individual land **Uses** into a specified number of classes, with common functional or physical impact characteristics. They define the range of **Uses** which are **Principal** and **Accessory**, with or without conditions, within various zones of this bylaw.

2.3.2 In interpreting the **Use** class definitions:

.1 Typical **Uses** listed in the definitions as examples are not intended to be exclusive or restrictive; and

.2 Where a specific **Use** generally conforms to the wording of two or more definitions, the **Use** conforms to and is included in that **Use** class which is most comparable in character, purpose and intensity.

2.3.3 The following words, terms, and phrases, wherever they occur in this bylaw, shall have the meaning assigned to them as follows:

Use Definitions

HOUSING USE

Large Scale Multi-Unit Housing means ~~a **Building** that contains any number of **Dwelling Units** with a common entrance(s) or a combination of individual and common entrances~~ housing development that contains any number of **Dwelling Units** or **Sleeping Units** with a common entrance(s) and shared hallway(s), or a combination of individual and common entrances and shared hallways such as mid-rise or high-rise **Apartment Housing, Single Stair Egress Apartments**, or a combination of **Apartment Housing** and **Townhouses.**

~~Typical examples include: **Apartment Housing** and **Stacked Townhouses**.~~

Medium Scale Multi-Unit Housing means housing development ~~consisting of five or more **Dwelling Units** or **Sleeping Units**~~. that contains any number of **Dwelling Units** or **Sleeping Units** with individual entrances, not necessarily at **Grade**, or a combination of individual and common entrances such as **Townhouses**, **Stacked Townhouses,** low-rise **Single Stair Egress Apartment**, and low-rise **Apartment Housing.**

~~Each **Dwelling Unit** will have an individual entrance, not necessarily at **Grade**.~~

~~This includes: **Townhouses** which may include **Secondary Suites** and **Stacked Townhouses**.~~

Mixed-Use Housing means a **Building** that contains one or more **Dwelling Units** or **Sleeping Units** combined with at least one ~~**Use** other than a housing **Use** or **Home Based Business**.~~ principal commercial, community, or basic services **Use.**

Mobile Home means a single or multiple section single detached **Dwelling Unit** (factory built to CSA Z240 standards) designed to be transportable.

This includes the **Uses** of **Mobile Home Site** and **Mobile Home Park**.

Rural Housing means housing development in an Agricultural or Rural zone.

Security or Operator Dwelling Unit means an **Accessory Building** or portion of a **Building** used as a single **Dwelling Unit** to provide on-site accommodation for: persons employed on the property, a site caretaker, an operator of a commercial establishment, or an on-duty security personnel.

Small Scale Multi-Unit Housing means housing development consisting of **Ground Oriented Dwelling Units** or **Sleeping Units** with individual entrances at **Grade** such as **Detached Housing, Semi-Detached Housing, Duplex Housing,** triplexes, fourplexes, **Row Housing**, and **Townhouses**. **Dwelling Units** may include **Secondary Suites** and/or **Accessory Dwelling Units**. ~~three or more **Dwelling Units** or **Sleeping Units**.~~

~~Each **Dwelling Unit** must be **Ground Oriented** and have an individual entrance at **Grade**.~~

~~This includes: **Townhouses** which may include **Secondary Suites**~~.

~~**Small Scale Housing** means housing development consisting of up to two **Dwelling Units** or **Sleeping Units**. **Dwelling Units** may include **Secondary Suites** and/or **Accessory Dwelling Units**.~~

~~This includes: **Duplex Housing, Semi-detached Housing**, and **Detached Housing**, or any combination thereof~~.

COMMERCIAL USE

Accessory Parking means the use of premises for **Vehicle** parking in connection with the **Principal Use** of the same premises. This **Use** includes parking for fleet **Vehicles** with a gross vehicle weight of not more than 5,500 kg.

Typical examples include: **Surface Parking Lots** and **Parkades** on a **Site** with any **Principal Use**. This **Use** does not include **Standalone Parking Facilities**.

Animal Services means boarding, breeding, buying, selling or training of ~~domesticated~~ animals.

Typical examples include: animal shelters, kennels, and stables or a riding academy.

Auction Sales means premises used for the sale of goods and equipment at auction including the **Temporary Storage** of such goods and equipment.

Bar means premises used primarily for the sale of alcoholic beverages for on-site consumption. Food and non-alcoholic drinks may also be offered at these premises. Less than 10% of the total **Floor Area** is used for entertainment areas for dancing, performance stages and other ancillary activities.

Typical examples include: taverns, pubs, brew pubs, micro distilleries with sampling rooms, and cocktail lounges.

Cannabis Retail Store means a development where a business sells **Cannabis** to be consumed off-site as permitted by Provincial or Federal legislation. This **Use** includes retail sales of other related products.

This **Use** does not include **Cannabis Cultivation and Processing**.

Cannabis Lounge means a development where a business sells **Cannabis** to be consumed on-site by the public in a location permitted by Provincial or Federal legislation. This **Use** includes retail sales of other related products.

This **Use** does not include **Cannabis Cultivation and Processing**.

Campsite means the use of land for the seasonal short term accommodation of holiday trailers, motor homes, tents, campers and similar **Recreational Vehicles** for a period not to exceed 180 days by any one visitor in one year.

Typical examples include: tourist trailer parks, **Recreational Vehicle** sites, and tenting grounds.

Commercial Storage means use of land for open air storage of equipment, goods, or materials ancillary to the operation of a business on the same premises, where such storage of goods and materials does not involve the erection of permanent **Structures** or the material alteration of the land. This may include the use of **Shipping Containers** to accommodate the equipment, goods or materials.

Typical examples include: storage of tires, automotive parts, waste or recyclable materials, or goods related to the operation of the business.

Drive-through Services means the provision of services, food or other goods to customers seated in their **Vehicles** via one or more designated drive-through lanes or car attendant services, but does not include **Drive-through Vehicle Services**.

Food and Beverage Service means the sale of prepared food and drinks to the public for consumption on or off-site which may include the sale of alcoholic beverages. This **Use** does not include **Grocery Stores** or **Drive-through Services** relating to food.

Typical examples include: cafes, coffee shops, juice bars, and restaurants.

Grocery Store means indoor premises used for the retail sale of a range of fresh or packaged food products. Other household items may also be sold.

Health Service means the provision of physical or mental health services on an out-patient basis. Services may be of a preventive, diagnostic, treatment, therapeutic, rehabilitative, or counseling nature.

Typical activities include: medical and dental offices, health clinics, medical laboratories, massage therapists and acupuncture clinics and counseling services.

Home Based Business means a business operated primarily inside a **Dwelling Unit** or an **Accessory Building** in a housing zone by a resident of that **Dwelling Unit**. A housing **Use** is the primary development on the site and the business activity is **Accessory**. This **Use** includes **Home Based Child Care**.

This **Use** does not include **Food and Beverage Service**, **Vehicle Support Services** or **Light Industrial Uses** of any kind.

Housing Sales Centre means the use of **Buildings** or **Structures** for a limited period of time for marketing housing land or **Buildings** on the same or an **Adjacent Site**.

Hotel means a **Building** providing temporary overnight accommodation in guest rooms or suites. Hotels may provide concierge service, cleaning service, meeting rooms, dining services, and other guest services or amenities.

Typical examples include: apartment hotels, hostels, inns, and motels.

Indoor Sales and Service means the provision of goods or services within a **Building** such as the retail sales of goods, repair services, personal services, training facilities for household pets, or commercial instruction.

Typical examples include: art studios, convenience stores, commercial schools, electronics repair services, hair salons, household item repair services, indoor markets, pawnshops, pet care and grooming, pharmacies, second-hand stores, tailor shops, thrift shops, and tattoo parlours.

Light Manufacturing means the manufacture or crafting of products that may be sold to consumers or commercial businesses. Products may be consumed on-site where associated with food and beverage production activities. This **Use** does not include **Cannabis Cultivation and Processing**.

Typical examples include: commercial kitchens, makerspaces, microbreweries, small-scale electronic manufacturing or assembly, small-scale manufacturing, as well as wineries and distilleries.

Liquor Store means premises used for the retail sale of packaged liquor for consumption off the premises. This **Use** does not include **Drive-through Services** relating to food or liquor.

Marina means docking or mooring facilities where boats and other vessels and their accessories are berthed, fueled, stored, serviced, repaired, constructed or kept for sale or for rent.

Major Indoor Entertainment means the use of indoor facilities for entertainment, recreation, conferences, or similar public assembly purposes or for the collection, preservation or exhibition of works or objects of historical, scientific, or artistic value.

Supporting activities may include merchandise, food, or beverage sales, including alcoholic beverages.

Typical examples include: auditoriums, aquariums, arenas, casinos, concert halls, convention centres, amusement centres, botanical gardens, museums, planetariums, stadiums, theatres, and sports or entertainment complexes.

Minor Fuel Station means premises used for the sale of motor fuel, lubricating oils, automotive fluids and associated convenience store products. The facility may be a self-service, full service, key lock, card lock, or other similar operation and may include **Vehicle** washing facilities as an **Accessory Use**. This does not include **Vehicle Support Services**, **Drive-through Vehicle Services** or **Minor Industrial Uses**.

Typical examples include: fueling stations with convenience retail stores or a car wash as an **Accessory Use**.

Minor Indoor Entertainment means the use of indoor facilities for entertainment or active recreation serving a local population.

Typical examples include: arcades, bingo halls, bowling alleys, climbing facilities, fitness facilities, gyms, gymnastic facilities, indoor playgrounds, trampoline centres.

Office means premises used for the provision of professional, management, administrative, consulting, or financial services.

Typical examples include: offices for accountants, administrative services, architects, corporations, financial institutions, employment or call centres, real estate, law, and insurance firms.

Outdoor Entertainment means the use of land for outdoor entertainment purposes that typically require large spaces. Supporting activities may include merchandise, food, or beverage sales.

Typical examples include: amphitheatres, drive-in movie theatres, go-kart tracks, mini-golf courses, amusement parks, water parks, botanical gardens, racing tracks, and zoos.

Outdoor Sales and Service means premises used for sales and service activities taking place primarily outdoors. This may include **Vehicle Storage** or display.

Typical examples include: sales, service and rentals of automotive and **Recreation Vehicles** (with a gross vehicle weight rating (GVWR) of less than 5,500 kg), light construction equipment, recreational watercraft, and plant nurseries and garden centres.

Outdoor Vending means the use of an independently operated **Vehicle**, **Structure**, or mobile apparatus occupying public or private space for retail sale of products, food or beverages, to passers-by.

Typical examples include: food and beverage trucks, and retail sales or services conducted in a temporary **Structure** such as a tent or booth.

Resort Accommodation means accommodations provided to members of the public at a property, in exchange for remuneration, in a resort area.

Typical examples include: strata-titled hotels and motels in resort areas.

Shopping Centre means one or more **Buildings** containing more than six retail stores and other businesses exceeding 2500 m^2 of **Gross Floor Area** in total, which share common services, parking, and other facilities on one or more **Lots**.

Typical examples include: shopping malls and indoor or outdoor shopping complexes.

Short-term Rental Accommodation means the commercial provision of overnight accommodation in a **Dwelling Unit**, to members of the public for a period of less than 90 consecutive days or such other period of time as may be prescribed under the *Short-Term Rental Accommodations Act*.

Typical examples include: bed and breakfasts, Short-Term Rentals (STRs), or tourist accommodation **Uses** permitted by this bylaw in housing or resort areas.

Standalone Parking Facility means is the use of land or a parking structure for **Vehicle** parking as a **Principal Use**.

Typical examples include: **Parkades** and **Surface Parking Lots**.

Temporary Storage means the use of land for the outdoor storage of equipment, goods, or materials for a period of 180 days or less in a calendar year, where such storage does not involve the erection of permanent **Structures** or the material alteration of the land. This may include the use of **Shipping Containers** to accommodate the equipment, goods or materials.

Typical examples include: storage of construction materials in connection with an unexpired building permit, and overnight storage of seasonal goods related to a temporary garden supply **Use**, holiday tree sale or outdoor activities.

Vehicle Storage means the use of land or **Buildings** for the storage of cars, trucks, **Recreational Vehicles**, campers, or similar **Vehicles**, as well as boats and other marine equipment. This **Use** does not include the servicing, sales or repair of **Vehicles**, on-site fuel dispensing or the storage of **Vehicles** that are not in operating condition.

Vehicle Support Service means the use of land for the repair, maintenance, or fueling of automobiles and other **Vehicles** with a gross vehicle weight rating (GVWR) of less than 5,500 kg.

Typical examples include: vehicle repair shops, such as transmission, muffler, tire, automotive glass, and upholstery shops. This **Use** does not include **Minor Industrial Uses**.

INDUSTRIAL USE

Aerospace Research and Development means the use of land for the research, design, manufacturing and distribution of products used in the fields of aeronautics, such as airplanes and related technology.

Aircraft Services means the use of land for the storage, retail sale or rental of aircraft together with repairs and maintenance services, as well as the manufacturing and sales of aircraft parts and accessories.

Airport Terminal and Navigation Facilities means facilities providing services to passengers embarking and disembarking from aircraft, providing for the loading and unloading of luggage or cargo and providing for the navigation of aircraft on the ground and in the air. The **Uses** may include, **Indoor Sales and Services**, **Food and Beverage Services**, and **Bars**.

Crematorium means the use of a **Building** for cremation of human or pet remains and includes everything incidental or ancillary to it.

Drive-through Vehicle Services means the provision of rapid cleaning, lubrication, and maintenance or repair services to **Vehicles**, where the customer typically remains within the **Vehicle** or waits on-site.

Typical examples include: automatic or coin operated car washes, rapid lubrication shops, or specialty repair shops.

Heavy Industrial means premises used primarily for one or more of the following activities:

i. asphalt plants;
ii. chemical plants;
iii. concrete plants;
iv. contaminated soil treatment facilities; or
v. recycling plants.

Indoor Self Storage means the storage of personal items and goods in **Buildings** with separate compartments, each having its own access which may be external or from a common space such as a corridor.

Light Industrial means premises used primarily for one or more of the following activities:

i. auto body repair and paint shops;
ii. automotive and equipment repair shops;
iii. **Cannabis Cultivation and Processing**;
iv. contractor and construction services;
v. equipment or **Vehicle** repair and storage facilities;
vi. laboratories;
vii. **Landscaping** supply facilities;
viii. materials storage yards;
ix. research facilities;
x. taxi or limousine services;
xi. truck storage yards;
xii. **Vehicle** and equipment sales and rentals;
xiii. aircraft sales and rentals;
xiv. **Mobile Home** sales and storage yards; and
xv. warehouses.

Major Alcohol Production means production of alcoholic beverages or alcohol products in quantities greater than 10,000 hectoliters (219,969 imperial gallons) per year, with alcoholic content exceeding 1% by volume. This **Use** excludes small-scale alcohol production (see **Light Manufacturing**).

Major Fueling Station means premises used for the bulk storage and distribution of petroleum products including key lock or card lock retail sales.

Natural Resource Development means the removal, extraction, and primary processing of natural resources. This **Use** does not include the processing of raw materials transported to the **Site**.

Typical examples include: clay pits, coal mining, gravel pits, oil and gas wells, sandpits, and stripping of topsoil.

Shipping Container Storage means the storage of **Shipping Containers** where the contents are not accessible by the public or customers of the business storing the **Shipping Containers**.

Shipping Container Storage Facility means the storage of **Shipping Containers** where the contents are accessible by the owners of the contents.

Wrecking Yard means the use of premises for the collection, demolition, dismantling, storage, salvage, recycling or sale of waste materials including scrap metal, **Vehicles**, machinery, and other discarded materials.

COMMUNITY USE

Child Care Service means premises used to provide temporary housing-based care and supervision of children, licensed under the *Community Care and Assisted Living Act* and subject to the *Child Care Licensing Regulation*. This **Use** includes facility-based early learning and child care programs. This **Use** does not include a **Home Based Business** operating as **Home Based Child Care**.

Typical examples include: daycares, out-of-school care, and preschools.

Community Service means premises used for public institutional, cultural, recreational, religious, spiritual, social, arts, or educational activities. This **Use** does not include **Child Care Services**, **Libraries**, or **Schools**.

Typical examples include: community halls, community league buildings, community recreation centres, **Religious Assemblies**, **Seasonal Shelters**, **Temporary Shelter Services**, and **Year-round Shelters**.

Government Services means premises used to provide municipal, provincial or federal government services directly to the public. This does not include protective and **Emergency Services**, **Detention Facilities**, **Major or Minor Utility Services**, or public education services.

Typical examples include: city hall, taxation **Offices**, courthouses, employment **Offices**, and social service **Offices**.

Housing Care Centre means premises used to provide housing-based care to children, youth, or adults, licensed under the *Community Care and Assisted Living Act* and subject to the *Residential Care Regulation*.

Typical examples include: long-term care, community living, hospice, mental health and substance use treatment facilities, acquired injury and adult, child or youth housing-based **Uses**.

Library means premises holding a collection of books, art, music, video, computer programs, or other reference and creative materials available for people to use or borrow.

Outdoor Recreation Facility means the use of land for outdoor recreation purposes.

Typical examples include: golf courses and sports fields that may require paid entry or have restricted access.

Park means the use of public or private land for active or passive recreation. These may include facilities, playing fields, **Buildings** and other **Structures** that serve a recreational purpose of the park.

Typical examples include: open green space, environmentally sensitive areas, wildlife sanctuaries, green belts, conservation areas, buffer areas, natural interpretation areas, **Landscaping**, trails and paths, walkways, picnic grounds, plazas, sports fields, tennis courts, and associated **Structures** such as band shells, ice rinks, outdoor pools, tot-lots, playgrounds, and spray parks.

School means premises used to provide education, training or instruction to children or adults. It may include **Offices**, **Food and Drink Services**, **Indoor Sales and Services**, or other related facilities. This **Use** does not include private commercial facilities used for training and instruction in a specific trade, skill, service or artistic endeavour.

Typical examples include: charter **Schools**, community colleges, public and private elementary and secondary **Schools**, universities, technical **Schools** and their administrative **Offices**.

Special Event means the use of land for temporary activities in an indoor or outdoor space.

Typical examples include: carnivals, circuses, festivals, markets, and pop-up events.

Supportive Housing means the use of a **Building**, or part of a **Building**, containing one or more **Sleeping Units** or **Dwelling Units** to provide accommodations and on-site social, physical, or mental health supports to ensure an individual's daily needs are met.

BASIC SERVICES USE

Cemetery means the use of land for interment of human remains, and may include columbaria, mausoleums, and **Buildings** used for funeral services.

Detention Facility means the use of land and **Buildings** for the detention and imprisonment of persons serving custodial sentences.

Typical examples include: corrections facilities, jails, prisons, and remand centres.

Emergency Services means the use of land for the provision of protective services to the public. It may include incidental training facilities, as well as equipment and **Vehicle** storage.

Typical examples include: ambulance services, fire stations, police stations, emergency operations centres, and associated training facilities.

Essential Utility means infrastructure which forms a necessary part of a public or private utility.

Typical examples include: electrical power transformers, water and sewage pumping stations, regulating stations, stormwater management facilities, and above ground or underground water reservoirs.

Health Care Facility means premises used for the provision of health care services, medical treatment, and accommodations for people requiring care, and may include out-patient services and staff residences.

Typical examples include auxiliary hospitals, continuing care facilities, convalescent homes, detoxification centres, and hospitals.

Major Utility Services means premises used primarily for utility infrastructure including one or more of the following activities:

i. sanitary land fill sites;
ii. sewage treatment plants;
iii. water treatment plants;
iv. major pump houses;
v. water towers or tanks;
vi. sewage lagoons;
vii. snow dumping sites;
viii. sludge disposal beds;
ix. garbage transfer and compacting stations;
x. power terminal and distributing stations;
xi. power generating stations;
xii. cooling plants;
xiii. equipment and material storage yards for **Vehicles**;
xiv. utilities and services;
xv. district heating plants;
xvi. incinerators; and
xvii. waste recycling plants.

Minor Utility Services means premises used primarily for utility infrastructure including one or more of the following activities:

i. telephone exchanges;
ii. wire centres;
iii. switching centres;
iv. surface reservoirs or storm water lakes including **Adjacent Landscaping** and walkways;
v. minor pump houses;
vi. communication towers;
vii. gate stations for natural gas distribution; and
viii. transit terminals.

Recycling Drop-off Centre means premises used for the buying, collection, drop off, sorting, and **Temporary Storage** and pick up location for recyclable materials. Recyclable materials include, but are not limited to cardboard, plastics, paper, metal, bottles and similar household goods or return for deposit items.

Transit Facility means the use of land for the provision of publicly or privately-operated transit services. This **Use** does not include **Vehicle Storage** and maintenance facilities.

Typical examples include: bus stops, bus exchanges, regional bus stations, transit centres, and transit plazas.

AGRICULTURAL USE

Additional Agricultural Dwelling means a **Dwelling Unit** on a farm used to house permanent or seasonal farm workers employed on the premises.

Agriculture means the use of land for raising animals and production of dairy products, or growing crops, including grains, vegetables and fruits and other plants for economic gain such as food, **Landscaping**, fibre, or fuel and includes ancillary related **Uses**. This may include the sale of agricultural products raised or grown on-site and related **Accessory** products.

Typical examples include: farms, greenhouses and orchards.

Agricultural Stand means an **Accessory Building** or **Structure** used for retail sales of agricultural products on a farm.

Agri-tourist Accommodation means the use described in section 33 of the *Agricultural Land Commission Act*.

Typical examples include: guest ranches, farm inns, bed and breakfast homes, tourist campsites, and **Recreational Vehicle** pads.

Urban Agriculture means the growing of fruits, vegetables, plants, or raising chickens or bees in urban areas for sale rather than personal consumption. This **Use** does not include **Cannabis Cultivation and Processing**.

Typical examples include: community gardens, food gardens, hen enclosures, hydroponic or aquaponic systems, and vertical farms.

General Definitions

A

Accessory means a **Use**, **Building** or **Structure** that is customarily incidental, subordinate, and devoted to the **Principal Use** or **Building**, and located on the same **Lot**.

Accessory Dwelling Unit (ADU) means an **Accessory Building** used in whole or part as a **Dwelling Unit**, that is **Accessory** to a principal **Dwelling Unit** located on the same **Lot**. A **Dwelling Unit** connected to the principal **Dwelling Unit** by covered outdoor passage or breezeway is considered an **Accessory Dwelling Unit**.

Adjacent means land that abuts and is contiguous to a **Site**, and also includes land that would be contiguous if not for a **Street**, **Laneway**, **Alley**, walkway, stream, utility **Lot**, underground pipeline, power line, drainage ditch, **Watercourse**, or similar feature.

Agri-Tourism means an activity described in section 12 of the *Agricultural Land Commission Act*. This land **Use** excludes **Agri-Tourist Accommodations**.

Alley means an unimproved narrow roadway primarily intended to give access to the rear of **Buildings** and parcels of land.

Alternative Fuel Infrastructure means any one of the following:

i. Direct Current Fast Charger (DCFC; Level 3 EV Charger), Level 2 Charger, or its equivalent; or
ii. Hydrogen **Vehicle** refueling station.

Amenity Area means:

i. with respect to housing **Uses**, space outside a **Dwelling** or **Sleeping Unit** provided for the active or passive recreation and enjoyment of the occupants of a housing development, which may be for private or communal use and owned individually or in common, subject to the regulations of this bylaw;
ii. with respect to non-housing **Uses**, space provided for the active or passive recreation and enjoyment of the public, during the hours the development is open to the public, that is owned and maintained by the **Owners** of the development or the business operating on-site, subject to the regulations of this bylaw; and
iii. with respect to both housing and non-housing **Uses**, may include indoor or outdoor spaces, **Platform Structures**, **Rooftop Terraces**, and **Accessory Structures**.

Typical examples include a **Common Amenity Area**, a **Private Amenity Area**, or a **Public Amenity Area**.

Apartment Housing means ~~a~~ multi-unit housing ~~**Use**~~ consisting of at least three attached **Dwelling Units**, ~~which does not conform to the definition of any other housing **Use** class~~ with a common entrance(s), a shared hallway(s), and may include **Ground Oriented Dwelling Units** with individual entrances at **Grade**. This also includes **Single Stair Egress Apartment Buildings** as defined in the BC Building Code. The **Dwelling Units** within **Apartment Housing** may include any configuration of number of bedrooms.

The **Apartment Housing Use** includes any **Building** configured for **Supportive Housing**.

Architectural Elements mean **Building** details used to accentuate entrances, windows, storefronts or other prominent **Building** features to create visual interest. Architectural Elements include details such as varying rooflines, mouldings, arches, lintels, columns, cornices, and sills.

Awning means a covering of non-rigid materials such as canvas or similar fabric projecting from the exterior wall of a **Building**.

B

Balcony means an unenclosed platform, attached to and projecting from the face of a **Building**, above the first **Storey**, which is only accessed from within the **Building**.

Barrier-free means an absence of obstacles, allowing people with physical, cognitive or sensory impairments safer or easier access to **Pathways**, open spaces, amenities, facilities, services, activities, or areas within a **Building**.

Typical examples of obstacles include doorways that project into a **Barrier-free** path and a lack of access between **Building** floors.

Basement means any portion of a **Building** or **Structure** that is wholly or partially below ground level, the ceiling of which measured to the top of the floor system above is 1.83 m or less from **Grade**.

Bike Parking Space means a space designed for parking a bike in an orderly and secure manner. A **Bike Parking Space** can be designed to secure a bike horizontally (including stacked) or vertically and can also be designed as **Inclusive Bike Parking**.

A **Bike Parking Space** can be provided as **Short-term Bike Parking** or **Long-term Bike Parking**.

Building means a **Structure** having a roof supported by columns or walls used or intended to be used for the shelter or enclosure of persons, animals, materials, chattels or equipment.

Building Envelope that portion of a **Lot** that is not a **Setback** area or subject to a restrictive covenant that prohibits the construction of **Buildings** or the disturbance of the land.

Building Frontage means the length of a **Building** wall that faces a **Street**.

C

Caliper means the trunk diameter of a tree measured at a point 300 mm above the top of the root ball.

Cannabis has the meaning prescribed in the *Cannabis Control and Licensing Act*.

Cannabis Cultivation and Processing means the use of premises for one or more of the following activities:

i. producing, cultivating, or growing **Cannabis**;
ii. processing raw **Cannabis** materials; or
iii. making, testing, manufacturing, assembling or in any way altering the chemical or physical properties of semi-finished or finished goods and products made from **Cannabis**.

Canopy means a non-retractable hood cover or marquee which projects from the wall of a **Building**. It does not include an **Awning**, projecting roof, roof eaves, or an enclosed **Structure**.

Cluster Housing means two or more **Principal Dwelling Units**, other than **Accessory Dwelling Units**, on a **Site** that includes common property, such as communal **Parking Areas**, private roadways, **Pathways**, **Amenity Areas**, or maintenance areas that are shared.

Commercial Frontage means non-housing **Uses** located at ground level and oriented towards an abutting **Street**.

Commercial Vehicle means a **Vehicle** that is intended or designed for commercial purposes or is used for commercial purposes exceeding 5,500 kg licensed Gross Vehicle Weight (GVW).

Typical examples include long box trucks, oversized transit vans, specialized single-unit trucks, front- and side-loading collection trucks, buses, and semi-truck and trailers.

Common Amenity Area means an **Amenity Area** that provides communal space for the active or passive recreation and enjoyment of all occupants of a housing development and must not be located within the required **Setback** areas.

Community Sewer System means a sanitary sewer or a system of sewage disposal works that is owned, operated and maintained by the City.

Community Water System means a system of waterworks, which is owned, operated and maintained by the City, Greater Vernon Water, or an Improvement District under the *Water Utility Act*.

Corner Lot means a **Lot** that is:

i. located at the intersection of two **Streets**, if the angle of the intersection is less than 135 degrees; or
ii. Abutting a **Street** that is curved less than 135 degrees where it abuts the **Lot**.

Corner Site means a **Site** where at least one **Lot** is a **Corner Lot**.

D

Dangerous Goods means products, materials or substances that are:

i. regulated by the Transportation of Dangerous Goods Regulations SOR/2001-286; or
ii. classified as controlled products under the Hazardous Products Regulations SOR/2015-17.

Deck means a **Structure** more than 0.6 m above **Grade** without a roof or walls, except for visual partitions and railings, used as an **Amenity Area**.

Density means:

i. when used in reference to housing development, the number of **Dwellings Units** on a **Site**, expressed as **Dwelling Units** per hectare or **Floor Area Ratio**, as the case may be; or
ii. when used in reference to non-housing development, **Floor Area Ratio**.

For clarity, a **Secondary Suite** and an **Accessory Dwelling Unit** are **Dwelling Units** for the purposes of calculating the **Density** of a **Site**.

For the purposes of calculating **Density** for developments containing **Sleeping Units**, each **Sleeping Unit** is considered a **Dwelling Unit**.

Detached Housing means a **Building** that contains one **Principal Dwelling Unit** with direct access to ground level and may or may not include a **Secondary Suite**.

Director of Planning & Community Services means the person appointed to that position by the City and includes a person acting for the Director or appointed to act in that office and the deputy of the Director.

Double Fronting Lot means a **Lot** other than a **Corner Lot**, that abuts two **Streets**.

Drive Aisle means the area that provides on-site circulation for **Vehicles** within **Parkades** or **Surface Parking Lots**, and does not include a **Street**, **Laneway**, **Alley**, **Pathway**, or **Vehicle** access.

Driveway means an area that provides **Vehicle** access to the **Garage** or **Parking Area** of a **Rural Housing** or **Small Scale Multi-Unit Housing** development from a **Street**, **Laneway**, **Alley**, or private roadway. A **Driveway** may be used for **Vehicle** parking spaces and does not include a **Pathway**.

Dwelling Unit means one or more rooms within a **Building** used for housing purposes including a bathroom, living room, and kitchen and one or more bedrooms unless the unit is a **Studio Apartment**. A **Dwelling Unit** includes a **Private Amenity Area** for the use of residents of the **Dwelling Unit**.

For clarity, a **Secondary Suite** and an **Accessory Dwelling Unit** are **Dwelling Units** for the purposes of calculating the **Density** of a **Site** and a **Mobile Home** is a permitted **Dwelling Unit** type in a zone that permits **Mobile Home Parks**.

E

End-of-trip Bike Facilities means facilities located within a **Building** to support bike users who commute to work by providing facilities that may include storage and bike wash and repair station(s).

EV-ready means **Vehicle** spaces that have direct access within 1.0 m to a conduit for a 240-volt outlet that is capable of operating a Level-2 EV charger.

Exterior Lot means a **Lot** bordered by another **Lot** on one **Side Lot Line** and by a **Flanking Street** on the other **Side Lot Line**.

F

Finished Grade means the elevation of the finished surface of the ground at the base of the outside walls of a **Building** or **Structure**. **Finished Grade** is determined by taking the level of the finished ground surface at every location of **Grade** change along the outside walls of a **Building** or **Structure**. **Finished Grade** must be at least 1.5 m wide measured from the base of the wall or the width of the **Setback** in that location (whichever is less). The **Finished Grade** can increase or decrease at a maximum rate of 15% from the base of the wall to the width of the **Setback** at that location or at least 1.5 m wide (whichever is less). Window wells and access stairwells are exempted for determination of **Finished Grade**.

Finished Grades shall follow specific grading regulations outlined in Section 4.4 Height and Grade.

Diagram 2.1a — Finished Grade: Single Detached Housing

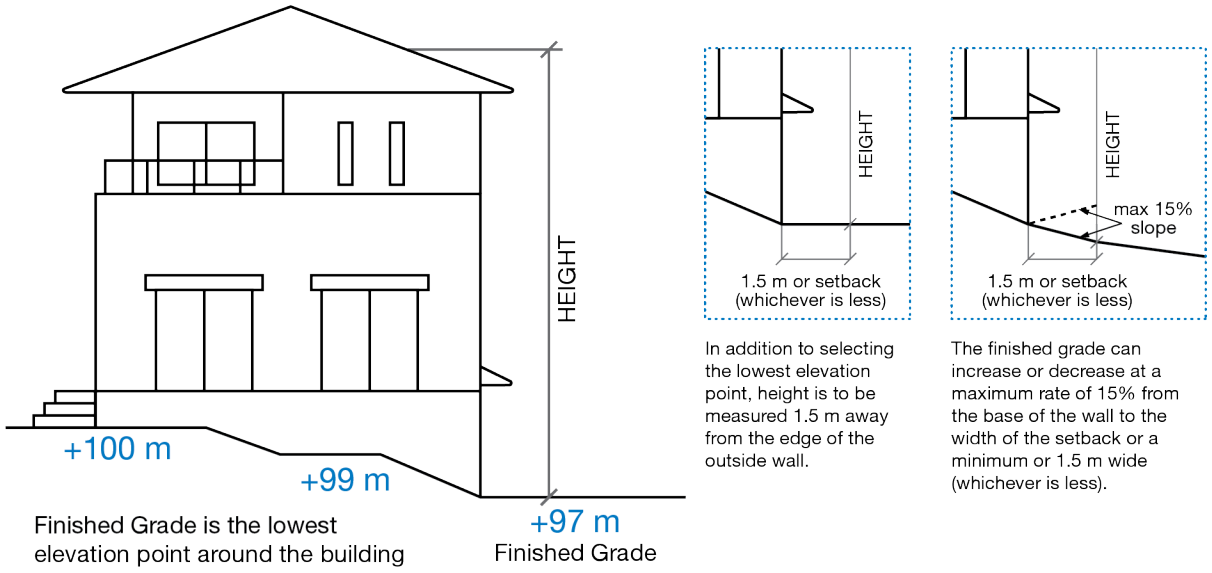


Diagram 2.1b — Finished Grade: Apartment

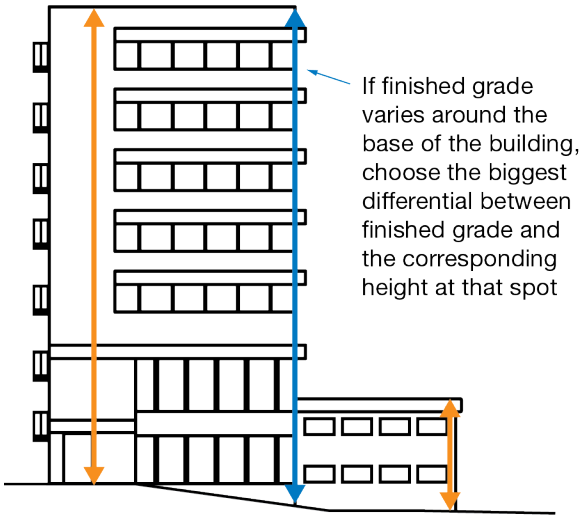
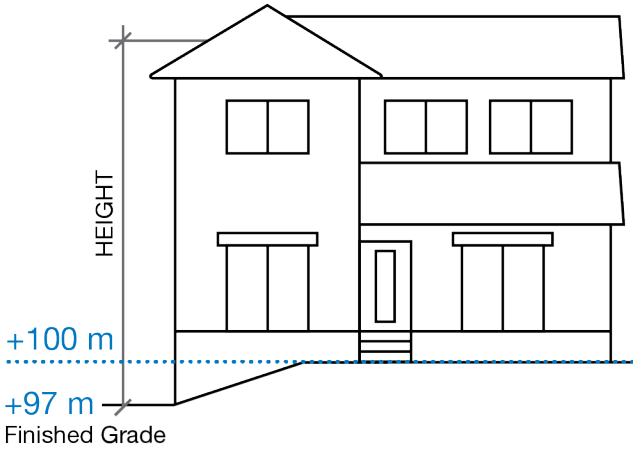


Diagram 2.1c — Finished Grade: Sloped Fronting Road



Height is taken from the lowest elevation point along sloping frontages

Flanking Side Lot Line means a **Lot Line**, other than a **Front Lot Line**, that abuts a **Street** on a **Corner Site**.

Flanking Side Setback means the minimum distance specified in this bylaw between a **Building** or **Structure** and a **Flanking Side Lot Line**. A **Flanking Side Setback** is not a **Flanking Side Yard**.

Flanking Side Yard means the portion of a **Site** abutting the **Flanking Side Lot Line**, extending between the **Front Yard** and the **Rear Yard** and located between the **Flanking Side Lot Line** and the nearest wall of the **Principal Building**, not including projections.

Flanking Street means a **Street** abutting a **Flanking Side Lot Line**.

Floor Area means the area of a **Building** or **Structure**, contained within the outside surface of the exterior walls. Where a wall contains windows, the glazing line of windows may be used.

Floor Area Ratio (FAR) means the numerical value of the **Net Floor Area** on all levels of all **Buildings** and **Structures** on a **Lot**, divided by the **Lot Area**.

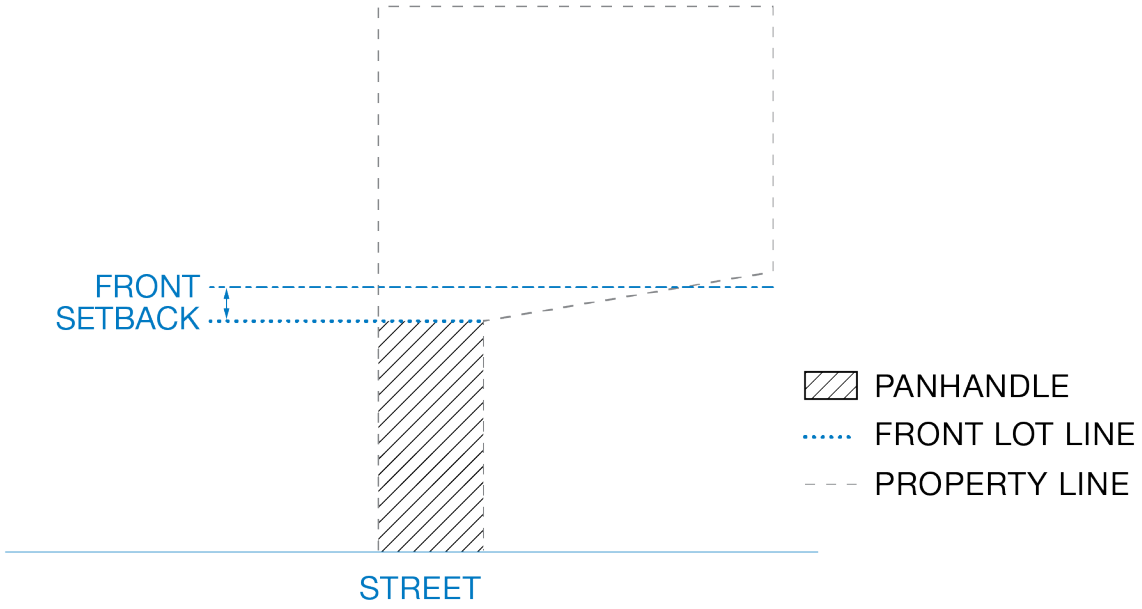
Floor Plate means the **Floor Area** of a **Storey** of a **Building**.

Frequent Transit Route means a bus route that provides frequent transit services meeting the frequency and span levels established by the Province, typically with service every 15-minutes or less during operational periods.

Front Lot Line means:

i. the **Lot Line** separating a **Lot** from an abutting **Street**;
ii. in the case of a **Corner Lot**, the shorter of the **Lot Lines** abutting a **Street**;
iii. in the case of a **Corner Lot** formed by a curved **Street**, the shorter of the two **Lot Line** segments between the point determined to be the actual corner, and the two points at the endpoints of that **Lot Line**;
iv. in the case of a **Double Fronting Lot**, both **Lot Lines** separating the **Lot** from an abutting **Street**; or
v. in the case of a **Panhandle Lot**, the **Front Lot Line** is the **Lot Line** indicated in the following figure.

Diagram 2.2 — Front Lot Line: Panhandle Lot



Front Setback means the minimum distance specified in this bylaw between a **Building** or **Structure** and a **Front Lot Line**. A **Front Setback** is not a **Front Yard**.

Frontage means:

i. where used with reference to **Buildings**, the total linear distance measured along the length of all facades facing a **Street**; or
ii. where used with reference to **Sites** or **Lots**, the total linear distance measured along the length of all **Lot Lines** that abut a **Street**.

Front Yard means the portion of a **Site** abutting the **Front Lot Line** extending across the full **Lot Width**, between the **Front Lot Line** and the nearest wall of the **Principal Building**, not including projections.

G

Garage means an **Accessory Building**, or part of a **Principal Building**, designed and used primarily to store **Vehicles** and includes **Carports**. A **Garage** does not contain a **Drive Aisle**.

Garage / Yard Sale means the sales of used household goods on a housing-based **Lot** by the **Owner** or occupier of the property.

Grade means a geodetic elevation from which the **Height** of a **Building** or **Structure** is measured.

For the purpose of a **Parking Area**, means the percent slope of a **Driveway** or **Drive Aisle** that is sloped for access over an area with a change in elevation or between floors in a **Parkade**.

~~**Green Parking Lot** means a **Surface Parking Lot** with limited impermeable material, substantial tree cover and plant material, and surface runoff directed toward **Landscaped** basins, thus encouraging on-site stormwater management and eliminating or reducing the need for mechanical drainage connections.~~

~~Environmental performance targets are required to be considered in the design including measures for reducing the urban heat island effect, improving pedestrian infrastructure, comfort and safety, using energy efficient fixtures and recycled materials, managing stormwater runoff on-site, and preserving and enhancing the environment.~~

Green Roof means the installation of vegetated roofs and **Site** or **Building** systems that either reduce the amount of stormwater runoff and/or reuse stormwater on-site or within **Buildings**.

"Extensive" **Green Roofs** are lightweight **Green Roof** retrofits on an existing **Building's** roof or as a design feature of new **Buildings**, and cannot usually accommodate foot traffic except for maintenance activities.

"Intensive" **Green Roofs** usually involve a deeper soil layer, and are easier to incorporate into new **Building** designs where adequate structural support can be included.

Gross Floor Area (GFA) means the sum of the **Floor Areas** of all floors of a **Building**.

Ground Floor means the first **Storey** of a **Building** or **Structure**.

Ground-Oriented (Commercial) means any commercial premises that have an entrance or exit door to the exterior of the **Building**, entered directly from a fronting publicly accessible **Street**, walkway, or open space (i.e., without passing through a shared indoor lobby or corridor). **Ground-oriented Commercial Units** can also have a second access and egress via a shared lobby or common corridor.

Ground-Oriented Dwelling Unit means **Dwelling Units** of one or more **Storeys** in **Height**, each of which has its primary entrance (i.e., front door) on the exterior of the **Building**, entered directly from a fronting publicly accessible **Street**, walkway, or open space (i.e., without passing through a shared indoor lobby or corridor). Ground-oriented housing can also have a second access and egress via a shared lobby and/or common corridor.

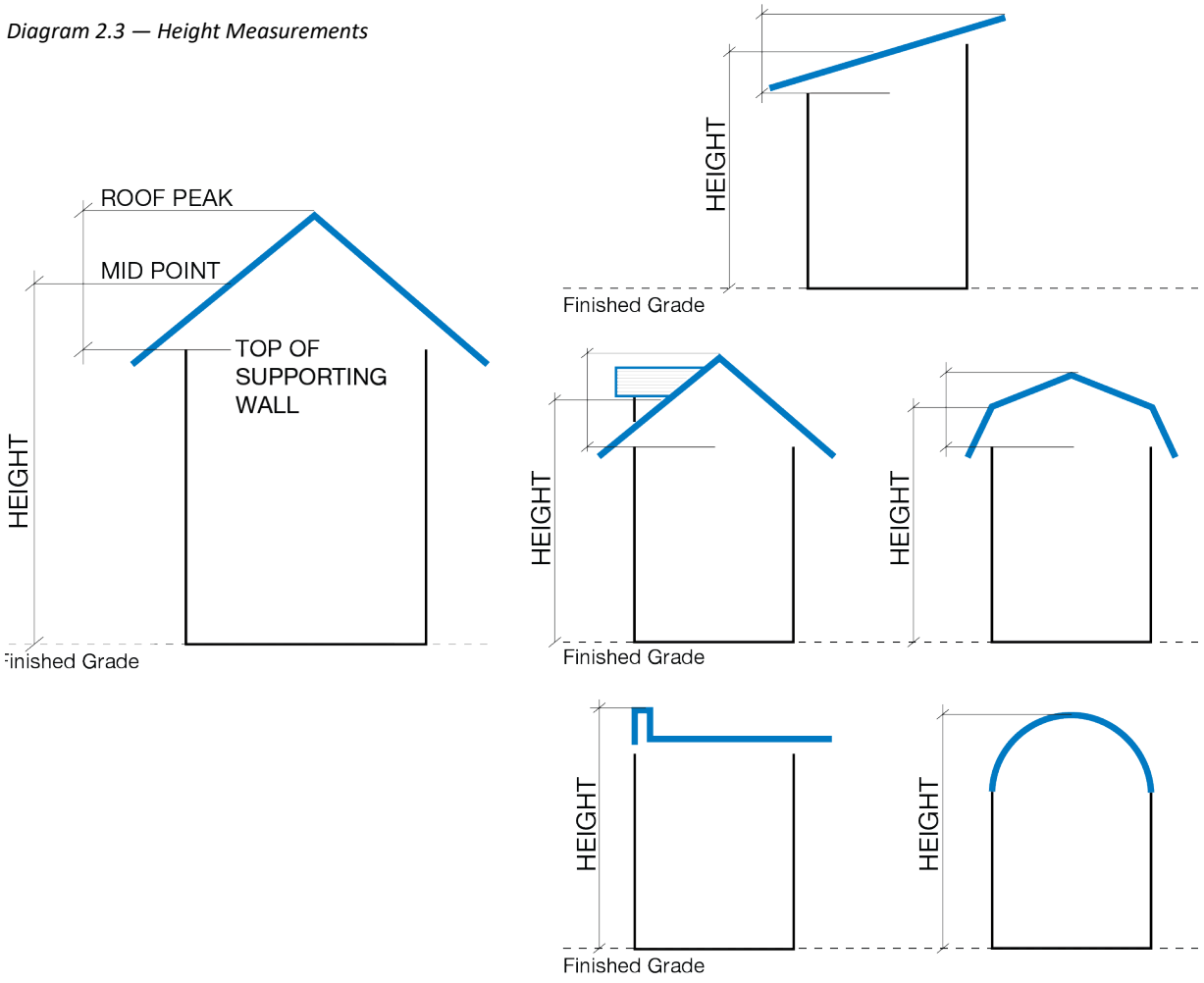
H

Hard Surfaced means covered with a durable, dust-free material which may be permeable or impermeable.

Typical examples include concrete, asphalt, pavers, grasscrete, or similar material but excludes gravel, clay and decorative rock.

Height with respect to a **Building** refers to the vertical distance between **Finished Grade** and the highest point of the **Structure** of a flat roof, or the mid-point of a sloping roof.

Diagram 2.3 — Height Measurements



Hillside Area means land in its natural state having a slope angle of 10% and greater for an elevation change of 6 m or more.

Home Based Child Care means a **Home Based Business** providing temporary daytime care and supervision for up to 8 non-resident children.

I

Identification Sign means a sign that contains only the name and addresses of a **Building**, **Site**, premises or occupants and the activity carried on in the **Building**, **Site** or premises.

Inclusive Bike Parking means a ~~horizontal~~ **Bike Parking Space** that accommodates non-standard bikes, or spaces for bikes that are difficult to lift and includes access to a 120 volt electrified outlet.

Typical examples of non-standard bikes include cargo bikes, fat tire bikes, e-bikes, handcycles, or bikes with trailers.

Interior Lot means a **Lot** other than a **Corner Lot**.

Interior Side Lot Line means the **Lot Line** other than a **Front Lot Line**, **Flanking Side Lot Line** or **Rear Lot Line**.

Interior Side Setback means the minimum distance specified in this bylaw between a **Building** or **Structure** and an **Interior Side Lot Line**. An **Interior Side Setback** is not an **Interior Side Yard**.

Interior Side Yard means the portion of a **Site** abutting an **Interior Side Lot Line**, extending between the **Front Yard** and the **Rear Yard**, and located between the **Interior Side Lot Line** and the nearest wall of the **Principal Building**, not including projections.

Interior Site means a **Site** other than a **Corner Site**.

L

Landscape Buffer an area where **Landscaping** is installed, or suitable existing natural vegetation is preserved, to provide screening or privacy, abate land use impacts or minimize perceived building massing.

Landscaping means the preservation or modification of the natural features of a **Site** at the ground level through the placement or addition of any or a combination of the following:

i. soft Landscaping elements such as trees, shrubs, ground covers, lawns, gardens, or ornamental plantings of perennials or annual flowers;
ii. decorative **Hard Surfacing** elements in the form of patios, **Pathways**, and paths consisting of materials such as bricks, pavers, shale, crushed rock, or other suitable materials, excluding monolithic concrete and asphalt; and
iii. **Architectural Elements** such as decorative fencing, walls, trellises, pergolas, permanent site furniture, or sculpture.

In all cases where a combination of soft landscaping, **Hard Surfacing** or **Architectural Elements** are used, soft landscaping must constitute a majority of the Landscaping area.

Laneway means an improved ~~highway~~ roadway more than 3.0 m but not greater than 8.0 m in width that is intended for access to the rear of a **Lot**.

Loading Space means an on-site area reserved for temporary parking for the purpose of loading or unloading goods and materials from a **Commercial Vehicle**.

Long-term Bike Parking means a weather-protected, secure location for the storage of bicycles where access to the enclosure is limited to authorized individuals only.

Typical examples include a room within a housing-based **Building** or workplace, an enclosure within a **Parkade** or a cluster of bike lockers or cages.

Lot means a parcel of land, which is legally defined either by registered plan or description.

Lot Area means the total area within the **Lot Lines** of a **Lot**. The panhandle portion of a **Panhandle Lot** shall be excluded from the area for the purpose of determining compliance with minimum **Lot Area** specified in this bylaw for subdivision.

Lot Line means the legally defined boundary of any **Lot**.

Lot Width means the horizontal distance between **Side Lot Lines** of a **Lot** measured at the **Front Setback** for a **Principal Building** or **Structure**, except:

i. in the case of a **Reverse Pie Shaped Lot**, the horizontal distance between the **Side Lot Lines** measured at the **Rear Setback** for a **Principal Building** or **Structure**; or
ii. in the case of a **Panhandle Lot**, the horizontal distance between the **Side Lot Lines** measured at the **Front Setback** for a **Principal Building** or **Structure** excluding the panhandle.

M

Main Street Development means human scale and people-focused development that creates an active street front and comfortable public realm through:

i. **Building** or **Podium** placement close to the **Street**;
ii. orienting **Buildings** and main entrances towards the **Street**;
iii. high quality **Building** design that provides visual interest, weather protection, and articulation to minimize the perception of massing;
iv. transparent windows along the **Ground Floor** to support pedestrian interaction and visible storefront displays; and
v. locating **Vehicle** parking underground or to the rear or side of **Buildings**.

Mobile Home Park means premises used for the placement of two or more **Mobile Homes**.

Mobile Home Space means an area designated within a **Mobile Home Park** for the placement of a **Mobile Home**, including access to an internal road and space for the exclusive **Accessory Use** by the **Owner** or occupant of that **Mobile Home**.

N

N/A means not applicable.

Natural Boundary means the visible high-water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself.

Natural Grade means the elevation of the ground surface in its natural state, before human alteration, or on sloping or irregular sites, the angled plane, before human alteration.

Net Floor Area (NFA) means the **Gross Floor Area** exclusive of areas used exclusively for storage (storage area must be a common facility accessible by more than one **Owner**), service to the **Building**, attics, **Garages**, carports, breezeways, porches, **Balconies**, exit stairways, common/public corridors, **Parkades**, terraces, **Common Amenity Areas**, and **Building** mechanical systems.

In the case of **Supportive Housing**, communal dining and kitchen facilities are excluded.

O

Owner means the registered **Owner** of an estate in fee-simple or their agent authorized in writing, and includes the tenant for life under a registered life estate, the registered holder of the last registered agreement for sale, and the holder or occupier of land held in the manner described in the *Community Charter*.

P

Panhandle Lot means a **Lot** which has its primary legal access from a **Street** through a narrow strip of land that is at least 6.0 m in width which is an integral part of the **Lot**.

Parapet or **Parapet Wall** means that portion of a perimeter **Building** wall that rises above the level of the roof.

Parkade means a **Structure** that includes one or more **Parking Areas** and one or more **Drive Aisles**. A **Parkade** may include **Loading Spaces** or **Bike Parking Spaces** and does not include a **Surface Parking Lot.**

Parking Area means an area that is used for **Vehicle** parking. A **Parking Area** may include one or more **Vehicle** parking spaces, a **Surface Parking Lot**, a **Parkade**, a **Garage**, one or more **Loading Spaces**, one or more **Bike Parking Spaces**, but does not include a **Vehicle** access, a **Driveway**, or and a **Drive Aisle**.

Party Wall means a wall jointly **Owned** and jointly used by two parties under easement agreement or by right in law and erected at or upon a line separating two parcels of land, each of which is, or is capable of being, a separate real estate entity.

Pathway means a **Hard Surfaced** path of travel that is located on private property and that cannot be accessed by **Vehicles** except authorized service **Vehicles**.

Pick-up / Drop-off Area means an on-site **Parking Area** reserved for temporary parking for the purpose to pick-up or drop-off of passengers, or goods and materials, from a **Vehicle**.

Typical examples of users include taxi services, ride-hailing services, food and prescription delivery services, and shipping delivery services.

Pie Shaped Lot means a **Lot** which is generally configured such that the **Lot Width** at the **Rear Lot Line** is greater than at its **Front Lot Line**.

Pie Shaped Lot (Reverse) means a **Lot** which is generally configured such that the **Lot Width** at the **Front Lot Line** is greater than at its **Rear Lot Line**.

Platform Structure means a **Structure** intended for use as an outdoor **Amenity Area** that may project or be recessed from the wall of a **Building**. It may include guardrails, **Parapet Walls**, pergolas, or similar features.

Typical examples include: **Balconies**, **Decks**, porches, raised patios and verandas. This definition does not include a **Rooftop Terrace**.

Podium means the base of a **Tower** that:

i. occupies a larger **Floor Plate** than the rest of the **Tower**; and
ii. does not exceed six **Storeys** in **Height**, unless otherwise specified in a zone.

Principal Use means the main or primary **Use** of land, **Buildings** or **Structures** which is provided for in the list of permitted **Uses** in the zones of this bylaw.

Privacy Screen means a **Structure** located on a **Platform Structure** or **Rooftop Terrace** that provides a visual barrier by obscuring sightlines from abutting **Sites**, **Streets**, **Laneways** or **Alleys**.

Typical examples include lattices, trellises, **Parapet Walls**, wooden boards, translucent glass, or any combination of these or similar features. Railings, balustrade systems and fences are not considered **Privacy Screens**.

Private Amenity Area means that portion of a **Lot** not occupied by **Parking** or **Vehicle Areas**, **Buildings**, accessible to, and suitable for gardens, **Landscaping**, and recreational use by **Building** tenants or residents. A **Private Amenity Area** also includes any **Decks**, patios or **Balconies** designed for the exclusive use of an individual **Dwelling Unit**. **Private Amenity Areas** must not be located within the required **Setback** areas.

Private Water System means a privately-owned utility system certified as a public convenience and necessity under the *Water Utility Act* that provides water services to more than a single **Lot**.

Public Amenity Area means an **Amenity Area** including open spaces, **Parks**, plazas, locations of art, seating areas, and other amenities at ground level that are complementary to the **Adjacent** streetscape and are visually and physically accessible to the public.

Public Park and Ride Facility means a **Surface Parking Lot** or **Parkade Owned** by the City of Vernon that is intended to serve a **Surface Parking Lot**, where drivers leave their **Vehicles** in order to take public transit.

Public Space means space that is part of an establishment and which is open to the public and not restricted to only employees. **Public Space** includes any private non-sale hospitality area where products manufactured within the premises are provided to private groups for tasting and sampling. This definition does not include kitchens, administration **Offices**, bathrooms, or food or drink preparation areas.

R

Rear Lot Line means:

i. the **Lot Line** that is furthest from and opposite the **Front Lot Line**; or
ii. where there is no such **Lot Line**, the point of intersection of any two **Lot Lines** that are furthest from and opposite the **Front Lot Line**.

Rear Setback means the minimum distance specified in this bylaw between a **Building** or **Structure** and a **Rear Lot Line**. A **Rear Setback** is not a **Rear Yard**.

Rear Yard means the portion of a **Site** abutting the **Rear Lot Line**, extending across the full width of the **Lot**, and located between the **Rear Lot Line** and the nearest wall of the **Principal Building**, not including projections.

Recreational Vehicle means a **Vehicle** designed for recreation and travel purposes.

Typical examples include motor homes, travel trailers, fifth wheel trailers, truck campers, tent trailers, park model recreational vehicles, or camper van conversions.

Religious Assembly means the use of premises for the assembly of persons for worship and related religious activities.

Typical examples include chapels, churches, convents, gurdwaras, monasteries, mosques, parish halls, synagogues, and temples.

Rooftop Terrace means a **Structure** located on a roof of a **Building** that is intended for use as an outdoor **Amenity Area** that may be surrounded by guardrails, **Parapet Walls** or similar features and, in the case of a **Dwelling Unit**, is located above the uppermost habitable room.

A **Rooftop Terrace** does not include a **Platform Structure**.

Row Housing means a **Building** that contains three or more **Principal Dwelling Units** joined in whole or in part at the side, the rear, or the side and the rear, with none of the **Principal Dwelling Units** being placed over another. Each **Principal Dwelling Unit** has separate, individual, and direct access to ground level.

S

Seasonal Shelter means a **Community Service** activity whose primary purpose is to provide seasonal accommodation for people requiring shelter for a temporary period. This may also include health, cultural, or recreational programming, individual support services, meal service, and administrative **Offices**, where such services support the primary purpose of the **Seasonal Shelter**.

Secondary Suite means a **Dwelling Un**it that is subordinate to, and located within, a **Building** used for **Detached Housing**, **Semi-detached Housing** or **Townhouses**.

Secondary Use means those **Uses** in the lists of **Secondary Uses** in the zones of this bylaw which may be conducted only in conjunction with a **Principal Use**.

Setback means the minimum distance specified in this bylaw between a **Building** or **Structure** and a **Lot Line**. A **Setback** is not a **Yard**.

Shipping Container includes intermodal metal cargo containers whether or not modified, and bodies of transport trucks or straight truck boxes, whether in their original form or modified.

Short-term Bike Parking means a convenient and publicly-accessible parking location for bicycles that can be easily located from the main entrance of the **Building** it serves.

Typical examples include bicycle racks or bicycle corrals.

Side Lot Line means any **Lot Line** which is not a **Front** or **Rear Lot Line**.

Side Setback means the minimum distance specified in this bylaw between a **Building** or **Structure** and a **Side Lot Line**. A **Side Setback** is not a **Side Yard**.

Side Yard means the portion of a **Site** abutting the **Side Lot Line**, extending across the full depth of the **Lot**, and located between the **Side Lot Line** and the nearest wall of the **Principal Building**, not including projections.

Single Stair Egress Apartment means multi-unit housing consisting of at least three attached **Dwelling Units** with a common entrance(s), a shared hallway(s), and a single stair or elevator for egress as noted in BC Building Code. This may include **Ground Oriented Dwelling Units** with individual entrances at grade.

Site means an area of land consisting of one or more abutting **Lots**.

Site Coverage means the percentage of the area of a **Lot** or **Lots** that is covered by **Buildings** or **Structures** including **Accessory Buildings** or **Structures** (including carports and covered patios which are 23 m^2 or larger).

Sleeping Unit means a room in a housing-based **Building** that is used primarily for sleeping and relaxation for a maximum of two persons and containing no cooking or sanitary facilities within the sleeping room. **Sleeping Units** have shared access to facilities such as cooking, dining, laundry, sanitary facilities, or general living facilities in the same housing-based **Building**.

Stacked Townhouses means a **Building** in which **Townhouses**, are arranged vertically so that **Townhouse** units are placed wholly or partially over other **Dwelling Units**. Each **Dwelling Unit** will have an individual access to outside, not necessarily at **Grade**.

Stepback means the horizontal distance a **Building** facade is stepped back from the **Building** facade immediately below it.

Storey means that portion of a **Building** that is between the top of any floor and the top of the floor above it.

If there is no floor above, the **Storey** is the portion of the **Building** that is between the top of any floor and the ceiling above it.

If the top of the floor directly above a **Basement** is greater than 1.83 m above **Grade**, the **Basement** is considered a **Storey**.

Stairwell and elevator rooftop accesses do not count as a **Storey**, provided there is no additional enclosed floor area or large roof overhangs beyond what is required by BC Building Code for stairway landings and elevator access.

Street means any public roadway other than a **Laneway** or **Alley** and includes boulevards and sidewalks.

Street Wall means a series of continuous **Building** facades that are typically parallel to a **Street**.

Structure means a construction of any kind whether fixed to or supported by or sunk into land or water including but not limited to towers, flag poles, swimming pools, docks, signs and tanks, and excludes areas of hard surfacing such as concrete, brick or unit pavers, turfstone, asphalt or similar materials.

Structural Alteration means any change or addition to the supporting members of a **Building** or **Structure**, including but not necessarily limited to the foundation, bearing walls, rafters, columns, beams or girders where the total value of the change or alteration does not exceed 75% of the assessed value of the existing **Building** or **Structure**.

Studio Apartment means a **Dwelling Unit** in which the sleeping and living areas are combined.

Surface Parking Lot means an unenclosed area wholly at ground level that includes one or more **Vehicle** parking spaces and one or more **Drive Aisles**. It may also include one or more **Loading Spaces** and one or more **Bike Parking Spaces**.

T

Tandem Parking means two **Vehicle** parking spaces, one behind the other, with a common or shared point of access to a **Drive Aisle**, **Laneway**, **Alley** or **Street**.

Temporary Shelter Services means the provision of communal, transient accommodation sponsored or supervised by a public authority or non-profit agency intended to provide basic lodgings for persons requiring immediate shelter and assistance for a short period of time. This **Use** includes an ancillary **Supportive Housing Use** if the majority of the **Gross Floor Area** is used for **Temporary Shelter Services**.

Typical examples include hostels and over-night shelters.

TOD Area Map means the maps identified in Schedule B of this bylaw that specifies the **TOD Areas** that apply to specific lands within the City.

Tower means, unless otherwise specified in a zone, a **Building** greater than 28.0 m in **Height**, with special design constraints applying to life/safety measures, structural support, wind, sunlight, and skyline impacts.

Townhouses means a **Building** containing ~~three~~ five or more **Dwelling Units**, which each having a direct entrance at **Grade**.

For the purposes of this bylaw, the **Use** of **Townhouses** shall include the **Use** of **Row Housing**.

Transit Oriented Development Areas (TOD Areas) means the areas within the City that are required to be designated under the *Local Government Act* for the location of high-density, mixed-use development within walking distance of transit services.

U

Urban Containment Boundary (UCB) means a geographic boundary that separates urban from rural land **Uses**. It identifies an area where growth is intended to be directed.

Urban Services means the provision of utility infrastructure consisting of a **Community Water System**, a storm drainage system, a **Community Sewer System**, and paved roadways **Adjacent** to the **Site**.

Use means the purposes or activities for which a parcel of land or its **Buildings** are designed, arranged, developed or intended, or for which it is occupied or maintained.

V

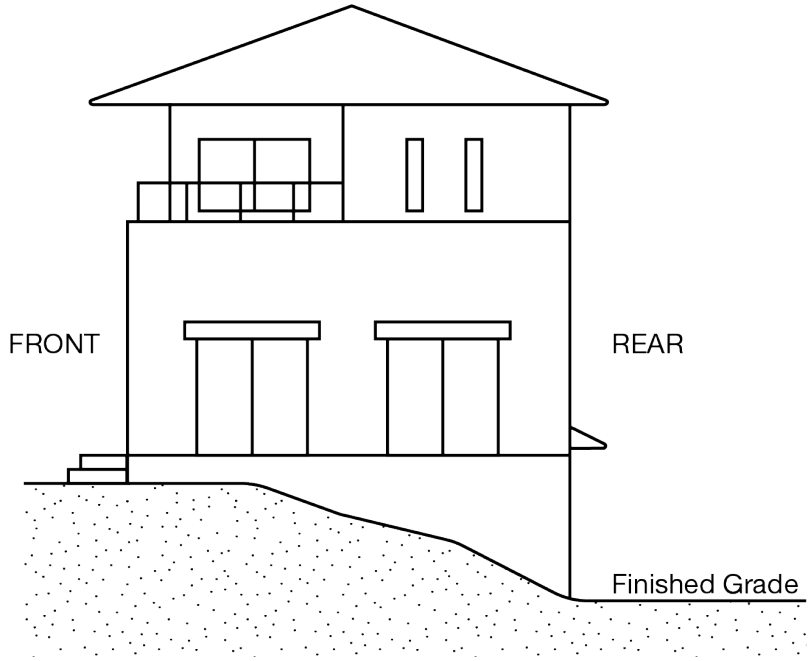
Vehicle means any motor vehicle as defined in the *Motor Vehicle Act*.

Violation Notice means the document issued by the City to a person who has committed an offence under Section 3 of this bylaw.

W

Walkout Basement means a portion of a **Building** which is partly underground, and which has an entrance or exit at separate **Grade** levels between the **Front** and **Rear Yards**. The absolute **Height** level from the front of the **Building** must be less than the absolute **Height** level at the rear of the **Building**.

Diagram 2.4 — Walkout Basement



Watercourse means any natural depression with visible banks, which contains water at some time, and includes any lake, river, stream, creek, spring, ravine, swamp, gulch, coulee, wetland, or surface source of water, including intermittent streams.

Water Retention Structure means a **Structure** designed to retain at least 0.378 m^3 of water.

Typical examples include swimming pools, skating rinks, ornamental ponds, hot tubs, whirlpools, and spas.

Wet Bar means a counter with a sink and cabinets used for preparing beverages and snacks not requiring cooking.

Wide Lot means a **Lot** whose width exceeds its depth.

Y

Yard means the part of a **Lot** that is unoccupied by any portion of a **Building** or **Structure**. A **Yard** is not a **Setback**.

Year-round Shelter means a **Community Service** activity whose primary purpose is to provide accommodation for people requiring shelter for a temporary period that may exceed one season. This may also include health, cultural, or recreational programming, individual support services, meal service, and administrative **Offices**, where such services support the primary purpose of the **Year-round Shelter**.

SECTION 3: Enforcement

3.1 General

The **Director of Planning & Community Services**, building officials, and bylaw enforcement officers are authorized to enforce this bylaw.

3.2 Right of Entry

3.2.1 The **Director of Planning & Community Services**, building officials, and bylaw enforcement officers may enter onto any land or into any **Building** at all reasonable hours in order to inspect the same and to ascertain whether the provisions of this bylaw have been carried out.

3.2.2 The authority to enter into a **Building** that is a private dwelling may be exercised only in accordance with s. 16(5) of the *Community Charter*.

3.2.3 No person shall interfere with or obstruct the entry onto any land or into any **Building** to which entry is made or attempted pursuant to the provisions of this bylaw.

3.3 Prohibitions

3.3.1 No person shall contravene, cause, suffer, or permit a contravention of this bylaw.

3.3.2 No person shall commence or undertake a **Use** in any zone that is not permitted by this bylaw.

3.3.3 No person shall construct, make an addition to or alter a **Building** or **Structure**, which is not permitted by this bylaw.

3.3.4 No person shall subdivide land except in accordance with this bylaw.

3.3.5 No person shall contravene a condition of a permit issued under this bylaw.

3.3.6 No person shall modify any description, specifications, or plans that were the basis for the issuance of any permit by the **Director of Planning & Community Services**, building official or Council, or the approval of a subdivision by the approving officer.

3.3.7 No person shall authorize or carry out any construction that is at variance with the description, specifications or plans that were the basis for the issuance of a building permit unless the permit has been amended by a building official.

3.3.8 No **Owner**, lessee, tenant, or other person shall:

.1 park or store a **Commercial Vehicle** in excess of 5,500 kg licensed gross vehicle weight on a **Lot** in a housing zone;

.2 park or store a **Recreational Vehicle** in excess of 30 ft in length on a **Lot** in a housing zone, except in a fully enclosed permanent **Building**, provided that short term parking of no more than two consecutive days for the purposes of loading, unloading, service or repair is permitted and **Recreational Vehicles** may be parked within an area designated for such parking in a development permit;

.3 park or store more than one **Recreational Vehicle** on a **Lot** in a housing zone;

.4 park or store more than two **Commercial Vehicles** on a **Lot** in a housing zone;

.5 park or store an inoperable or unlicensed **Vehicle** for more than 30 consecutive days on a **Lot** in a housing zone; or

.6 park or store more than six **Vehicles** of any type outdoors on a **Lot** in a housing zone.

3.3.9 No person shall place or store construction materials on a **Lot** in a housing zone unless a building permit has been issued for the construction of a **Building** or **Structure** on the **Lot** and the permit is not expired, except for materials related to minor **Building** or **Structure** repairs not requiring a building permit.

3.3.10 No person shall store on a **Lot** in a housing zone a quantity of flammable or combustible liquid exceeding 205 L in volume.

3.4 Penalties

3.4.1 Every person who violates a provision of this bylaw commits an offence and is liable on summary conviction to a penalty not exceeding Fifty Thousand Dollars ($50,000.00) and the costs of prosecution.

3.4.2 Each day a violation of the provisions of this bylaw exists or is permitted to exist shall constitute a separate offence that is subject to the maximum penalty indicated in 3.4.1.

SECTION 4: Development Regulations

4.1 Swimming Pools

4.1.1 Swimming pools shall not be located in a **Front Yard** or a **Flanking Side Yard**.

4.1.2 Above ground swimming pools shall meet the siting requirements of **Accessory Buildings**.

4.1.3 At grade swimming pools shall be located a minimum of 1.0 m from a **Side Lot Line** and a **Rear Lot Line**.

4.2 Projections into Yards

4.2.1 Chimneys, cornices, leaders, gutters, pilasters, belt courses, sills, bay windows, a cantilevered section of a **Building**, portions of a **Building** on a foundation or ornamental features may project into a **Setback** provided such projections do not exceed 0.5 m. No individual projection shall exceed 3.0 m in length or 30% of the length of the wall, whichever is the lesser. No two projections shall be closer than 1.5 m apart.

4.2.2 Unenclosed steps, eaves, **Awnings**, **Decks**, **Canopies**, **Balconies**, or porches may project into a **Setback** provided such projections do not exceed 0.5 m. In the case of a **Front** or **Flanking Side Yard Setback**, 1.0 m.

4.2.3 Utilities, storage tanks, underground parking and similar **Structures** constructed entirely beneath the surface of the ground may encroach into **Setbacks** provided such underground encroachments do not result in a **Grade** inconsistent with abutting properties and the encroachments are covered by sufficient soil depth or surface treatment to support **Landscaping**.

4.3 Accessory Development

4.3.1 No person shall erect or permit to be erected an antenna, satellite dish/receiver, radio or television mast in a housing zone:

.1 that is located in a **Front Yard** or **Side Yard** or projects over any **Lot Line**; and

.2 exceeds 11 m (36 ft) in **Height**,

unless the property **Owner** or tenant holds a current Radio Authorization issued by *Industry Canada.*

Accessory Buildings in Housing Zones

4.3.2 No **Accessory Buildings** or **Structures**, except for fences, are allowed in a **Front Yard** unless they contain a permitted **Accessory Dwelling Unit** or unless the **Lot** is a **Double Fronting Lot**.

4.3.3 An **Accessory Building** or **Structure** shall not be used as a **Dwelling Unit** unless it is a permitted **Accessory Dwelling Unit** in which case the conditions of use pertaining to **Accessory Dwelling Units** contained in Section 5 of this bylaw shall apply.

4.3.4 The total **Lot** coverage of **Accessory Buildings** or **Structures** shall not exceed 14% of the **Lot Area**, or have a total footprint greater than 100 m^2, whichever is less.

Shipping Containers

4.3.5 **Shipping Containers** shall meet the siting requirements of an **Accessory Building**.

4.3.6 No person shall authorize or place a **Shipping Container** on a **Lot** in a housing zone for more than 30 days per calendar year.

4.3.7 **Shipping Containers** placed on a **Lot** in a non-housing zone for more than 30 days per calendar year shall be screened from view of any **Street**, **Laneway** or **Alley** and from **Adjacent Lots**.

4.3.8 **Shipping Containers** may only be stacked up to two containers high.

4.4 Height and Grade

Buildings and Structures

4.4.1 In determining whether a **Building** conforms to the maximum **Height** permitted in any zone, **Structures** such as antennae, chimney stacks, water towers, wind machines, monuments, observation and transmission towers, farm silos, steeples, elevator housings, roof stairway entrances, railings ~~constructed with translucent materials~~, privacy screens, mechanical and ventilating equipment, skylights, or flagpoles for federal, provincial, or municipal flags shall not be considered for the purpose of determining the **Height**.

4.4.2 No person shall erect or permit to be erected an antenna, satellite dish/receiver, radio or television mast in a housing zone that exceeds 11 m (36 ft).

4.4.3 For the purpose of calculating **Height**, a flat roof will be considered any roof with either a single pitch or a pitch of 4:12 or less.

4.4.4 The **Finished Grade** shall to the extent possible, retain the natural contour of the land (**Natural Grade**), minimize the necessity to use retaining walls and ensure positive drainage away from abutting properties.

4.5 Services

4.5.1 No **Building**, **Structure**, or **Lot** in any zone shall be used for any purpose that requires **Street** access or services unless:

.1 the owner has obtained proper authorization to have the required services installed and has installed such services in accordance with *the City of Vernon Subdivision & Development Servicing Bylaw No. 3843*; and

.2 the **Lot** has actual physical access from the **Street**.

4.6 Lighting

4.6.1 Outdoor lighting for any development shall be located and arranged so that no direct rays of light are directed at any **Adjacent Lots**, **Streets**, walkways or interfere with the effectiveness of any traffic control device.

4.6.2 No flashing or blinking exterior lighting shall be permitted.

4.6.3 No exterior neon lighting shall be permitted in housing zones.

4.6.4 All direct and ambient lighting shall be shielded in housing zones so as to not shine beyond the boundaries of the **Lot**.

4.6.5 **Site** areas with public access shall be lit in keeping with the principles of crime prevention through environmental design and require **Site** lighting as is necessary to encourage pedestrian safety and allow casual surveillance from **Adjacent Buildings**, **Streets**, **Parking Areas** and walkways.

4.6.6 Lighting posts are not to exceed the lesser of the **Height** of the **Principal Building** or 7.0 m.

4.6.7 Lighting systems for commercial, industrial and community developments are to include automated controls allowing for a reduction in lumen levels and energy use during hours when **Site** is not in active use.

4.7 Setback from Provincial Highways

4.7.1 All **Buildings**, **Structures** and **Landscaping** excluding perimeter fencing (garden walls and fences) on **Lots** abutting Provincial Highways shall not be closer to the highway than the required Provincial Highway setbacks.

4.8 ~~Rooftop Screening~~ *Deleted.* *(Bylaw 6012)*

4.8.1 ~~Rooftop mechanical and electrical equipment in zones other than agricultural zones shall be screened from view from a **Street** or **Adjacent Lots** at grade.~~

Deleted. *(Bylaw 6012)*

4.9 Hillside Development Areas

4.9.1 No construction of a **Building**, **Structure** or swimming pool is permitted on any slope of 30% or greater.

4.9.2 The calculation of **Dwelling Units** per hectare or **Floor Area Ratios** performed for the purposes of this bylaw shall for establishing the **Lot Area** exclude all portions of a **Lot** that cannot be used safely for the **Use** intended due to excessive slope, soil conditions or other hazards and for that purpose a building official may require an applicant for a building permit who is being required to provide a report under s 56 of the *Community Charter* in respect of land that is subject to or is likely to be subject to erosion, land slip, rockfalls or subsidence to instruct their qualified professional to indicate all such portions, and their areas in square meters, on a plan of the **Lot**.

SECTION 5: Specific Use Regulations

5.1 Application

5.1.1 In addition to the regulations for the specific zones where the specific **Uses** are allowed, the specific **Use** regulation shall apply to all development unless otherwise exempted in this section.

5.1.2 Where these regulations may be in conflict with development regulations in any zone or the general regulations, these specific **Use** regulations shall take precedence.

5.2 Minimum Dwelling Unit Size

5.2.1 The minimum size of a **Dwelling Unit** is 30 m^2 (323 ft^2) **Net Floor Area**, except that for **Apartment Housing** a maximum of 20% of the **Dwelling Units** may be less than 30 m^2 (323 ft^2) **Net Floor Area.**

5.3 Home Based Businesses

5.3.1 All **Home Based Businesses** shall be **Accessory Uses** and must comply with the following:

.1 a **Home Based Business** shall be conducted within a **Principal Building** and/or one **Accessory Building** or **Structure** and no outdoor storage for, or outdoor operation of, a **Home Based Business** shall be permitted;

.2 no variation from the housing character and appearance of land or **Buildings** shall be permitted and no external structural change to any **Principal Building** or **Structure** for the purpose of accommodating a **Home Based Business** shall be permitted;

.3 the **Home Based Business** shall not generate more than two clients to the **Site** from which the business is being operated at any given time;

.4 no person other than residents of the **Dwelling Unit** shall be engaged in the **Home Based Business**;

.5 all parking spaces for customers of the **Home Based Business** must be provided for on the **Lot** where the **Home Based Business** is operating; and

.6 the total area of **Home Based Businesses** shall not occupy more than 30% of the **Floor Area** of the **Dwelling Unit** up to a maximum area of 50 m^2.

5.4 Secondary Suites & Accessory Dwellings

5.4.1 Secondary Suites

5.4.1.1 The **Gross Floor Area** of a **Secondary Suite** shall not exceed 49% of the **Gross Floor Area** of the respective **Dwelling Unit** it is **Accessory** to.

5.4.1.2 A **Secondary Suite** must be provided with the minimum **Private Amenity Area** required in the applicable zone in addition to any **Private Amenity Areas** provided for any other **Dwelling Units**.

5.4.1.3 **Secondary Suites** must have a separate entrance with exterior access, except where access is provided through a shared hall.

5.4.1.4 A 1.5 m wide **Barrier-free**, lit, and clearly marked pathway from the **Street** to the main entrance of the **Secondary Suite** must be provided, except that the pathway may have barriers such as stairs on properties where the natural topography prevents an appropriate grade for the pathway.

5.4.2 Accessory Dwelling Units

5.4.2.1 The **Net Floor Area** of an **Accessory Dwelling Unit** must not exceed 100 m². Where an **Accessory Dwelling Unit** is located within a larger **Accessory Building**, the total combined footprint of the **Accessory Building** and the **Accessory Dwelling Unit** must not exceed 150 m².

5.4.2.2 The maximum **Height** of an **Accessory Building** with an **Accessory Dwelling Unit** is 8.0 m.

5.4.2.3 An **Accessory Dwelling Unit** must be provided with the minimum **Private Amenity Area** required in the applicable zone in addition to any **Private Amenity Areas** provided for any other **Dwelling Units**.

5.4.2.4 A 1.5 m wide **Barrier-free,** lit, and clearly marked pathway from the **Street** to the main entrance of the **Accessory Dwelling Unit** must be provided, except that the pathway may have barriers such as stairs on properties where the natural topography prevents an appropriate grade for the pathway.

5.4.2.5 Rooftop **Decks** or patios are not permitted on **Accessory Dwelling Units**.

5.5 Short-term Rental Accommodation

5.5.1 No more than one booking or reservation for **Short-term Rental Accommodation** is permitted in each **Dwelling Unit** at one time.

5.5.2 No more than two adults may occupy a **Sleeping Unit** used for **Short-term Rental Accommodation**.

5.5.3 Parking must be provided in accordance with the parking and loading regulations of Section 7 and may not use required visitor parking spaces.

5.6 Bareland Strata Developments

5.6.1 Bareland strata developments shall comply with the following regulations:

.1 bareland strata developments shall comply with the minimum **Lot Area**, **Site Coverage**, **Landscaping**, **Lot Width**, **Height** and **Setbacks** as stated for fee simple **Lots** in the applicable housing zone; and

.2 a maximum of one **Accessory Building** is permitted per **Dwelling Unit**.

5.7 Vehicular-oriented Uses

5.7.1 The minimum **Lot Width** for a vehicular-oriented **Use** shall be 30.0 m.

5.7.2 **Lot Area** shall be provided as follows:

.1 the minimum **Lot Area** for any development incorporating a vehicular-oriented **Use** shall be 930 m^2 and the maximum **Site Coverage** shall be ~~50%~~ 60%;

.2 the minimum **Lot Area** for a service station shall be 1,200 m^2 and the maximum **Site Coverage**, including pump islands, shall not exceed 75%;

.3 the minimum **Lot Area** for **Drive-through Vehicle Services** shall be 140 m^2 of **Lot Area** not covered by **Buildings** for each service bay; and

.4 where 2 or more of these **Uses** are part of a **Mixed-Use Housing** development on the same **Site**, the total **Lot Area** requirements shall be the sum of the requirements of the **Uses** calculated separately.

5.7.3 Queuing space shall be provided as follows:

.1 for **Drive-through Services**, such as for food and banking, a minimum of 3 in-bound and 2 out-bound queuing spaces shall be provided for the drive-through lane;

.2 for **Drive-through Vehicle Services**, excluding car washes, a minimum of 2 in-bound and 1 out-bound queuing spaces shall be provided for each service bay; and

.3 each queuing space shall be a minimum of 6.0 m in length and 3.0 m in width. Queuing lanes shall provide sufficient space for turning and maneuvering.

5.7.4 **Minor Fuel Stations** shall adhere to the following:

.4 all pump islands shall be located at least 6.0 m from any **Lot Line** or **Parking Area** on the **Site** or **Laneways** intended to control traffic circulation on the **Site**;

.5 a **Canopy** over a pump island shall not extend to within 3.0 m of any **Lot Line**;

.6 the **Canopy** area shall not constitute part of the **Site Coverage**; and

.7 where the **Canopy** is a sign, it must comply with the provisions of *City of Vernon Sign Bylaw No. 4489*.

5.7.5 Outdoor **Vehicle Storage** shall adhere to the following:

.1 all storage areas shall have a dust-free surface;

.2 storage areas must be secured with perimeter fencing; and

.3 drive aisles within storage areas must be clearly delineated and meet requirements of Section 7.2.10 of this bylaw.

5.8 Car Washes

5.8.1 Car washing establishments shall provide ~~upstream~~ in-bound **Vehicle** queueing for a minimum of 4 **Vehicles** per automatic washing bay except it is a minimum of 2 **Vehicles** where the washing bay is coin operated and the **Vehicle** is manually washed by an occupant of the **Vehicle**.

5.8.2 ~~Upstream~~ In-bound queueing spaces shall be a minimum of 6.0 m in length and 3.0 m in width.

5.8.3 The minimum area for a car wash shall be determined on the basis of 100 m^2 of space not covered by **Buildings** for each car wash bay.

5.9 Temporary Use Permits

5.9.1 Designated Areas:

.1 temporary **Use** permits are permitted on any **Lot** within the City.

5.9.2 Conditions:

Temporary **Use** permits will be subject to conditions regarding the **Use** of the land and a termination date of the permit. In considering the issuance of a temporary **Use** permit, Council will use criteria it deems reasonable which may include:

.1 that the temporary **Use** will operate at an intensity of **Use** suitable to the surrounding area;

.2 that the temporary **Use** will be compatible with regard to **Use**, design and operation with other surrounding land **Uses**;

.3 that the temporary **Use** will operate on a temporary basis only and include plans, or a letter of undertaking, to terminate the **Use** prior to the expiry date of the permit; and

.4 a financial security to ensure the temporary **Use** is removed and the site is appropriately restored.

5.10 Temporary Shelter Services

5.10.1 Adequate outdoor and indoor storage space shall be provided as follows:

.1 a minimum of outdoor storage space of 1.5 m^2 per shelter bed to a maximum of 25 m^2 is required;

.2 if storage is located outdoors, it shall be screened from public view and **Streets**;

.3 the secure outdoor space shall be well lit (but not intrusive to **Adjacent** properties) with natural surveillance from within the **Building**; and

.4 secure indoor storage locker space of 0.20 m^2 per shelter bed shall be provided.

5.10.2 Adequate interior spaces and operating procedures to avoid sidewalk line-ups for access shall be provided as follows:

.1 lobby and intake areas shall be 1 m^2 per shelter bed, to a maximum of 20 m^2 to receive clients;

.2 **Front Setbacks** for new construction shall be 4.5 m and include an on-site exterior entrance area; and

.3 large windows or glazing to provide surveillance to support adequate sightlines into intake areas and onto the **Street**.

5.10.3 Designated on-site smoking areas and receptacles are required as follows:

.1 outdoor designated smoking areas shall comply with the Provincial regulations in regards to distance from doorways, air intakes and open windows;

.2 outdoor designated smoking area shall include weather protection and adequate ventilation; and

.3 outdoor amenity, storage, and designated smoking areas shall be well lit (but not intrusive to **Adjacent Lots**), including the use of motion detecting lighting, with natural surveillance.

5.11 Retail Cannabis Store

5.11.1 An application to authorize a new **Retail Cannabis Store** or relocate an existing authorized **Retail Cannabis Store** must not be approved unless the proposed location of the new **Retail Cannabis Store** is at least 500 m from any other authorized **Retail Cannabis Store**.

5.11.2 An application to authorize a new **Retail Cannabis Store** or relocate an existing authorized **Retail Cannabis Store** must not be approved unless the proposed location of the **Retail Cannabis Store** is at least 250 m from any institution, public or independent, that provides delivery of the Provincial education curriculum to minors including elementary, middle and secondary **Schools**.

5.11.3 If an application to authorize a new **Retail Cannabis Store** does not comply with Sections 5.11.1 and/or 5.11.2, the application may be approved if any of the following circumstances apply:

.1 the shortest travelling distance by road between the proposed location and the location of another authorized **Retail Cannabis Store** is greater than 500 m due to a physical separation created by a **Watercourse**, body of water or other natural landscape feature; and

.2 the shortest travelling distance by road between the proposed location and the location of an institution identified in 5.11.2 is greater than 250 m due to a physical separation created by a **Watercourse**, body of water or other natural landscape feature.

5.11.4 If an application to authorize the relocation of an existing authorized **Retail Cannabis Store** does not comply with Sections 5.11.1 and/or 5.11.2, the application may be approved if any of the following circumstances apply:

.1 the proposed new location has the same permanent parcel identifier assigned under the *Land Title Act* as its current location;

.2 the proposed new location is not closer to another use identified in 5.11.1 and/or 5.11.2 than its current location;

.3 the shortest travelling distance by road between the proposed location and the location of another authorized **Retail Cannabis Store** is greater than 500 m due to a physical separation created by a **Watercourse**, body of water or other natural landscape; and

.4 the shortest travelling distance by road between the proposed location and the location of an institution identified in 5.11.2 is greater than 250 m due to physical separation created by a **Watercourse**, body of water or other natural landscape feature.

SECTION 6: Landscape & Screening

6.1 Required Landscaping

6.1.1 The minimum level of **Landscaping** required in each zone along all **Front**, **Rear** and **Side Yards** shall be determined from the Minimum Landscape Buffer Schedule (Table 6.1) and **Landscaping** details entitled Minimum Landscape Buffer in Section 6.6, unless otherwise specified as a **Landscape** corridor in the *Official Community Plan* (Plan Vernon) or any bylaw replacing same.

6.1.2 In cases where the **Lot** is to be developed in phases, **Landscaping** needs to be provided on all lands that are used for the development of a phase. This includes lands that have been graded or filled. **Landscaping** shall be required in subsequent phases on the remainder of the **Lot** at the time that these are developed.

6.1.3 Any designated **Landscaping** area between a **Lot Line** and an existing road curb or shoulder area shall be completed concurrently with **Landscaping** within **Lot Lines** by the development to the standard of **Landscaping** required for the **Lot** and in conformance with the *City of Vernon Subdivision & Development Servicing Bylaw No. 3843*.

6.2 Landscaping Standards

6.2.1 All required **Landscape** areas and installations shall meet or exceed the Landscape Standards Bylaw No. 5015, and meet or exceed the *Canadian Landscape Standard, current edition, as jointly published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association*.

6.2.2 All required **Landscape** areas and installations shall be regularly maintained by property **Owners** to meet the Landscape Maintenance Bylaw No. 5014, and meet or exceed the *Canadian Landscape Standard, current edition, as jointly published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association*.

6.2.3 In reference to 6.2.2 above, the **Landscape** maintenance requirements shall address and provide for the following items in regards to plant material: watering, mulching, pruning, fertilizing, liming and tree support, as well as weed, pest and disease control.

6.2.4 In reference to 6.2.2 above, the **Landscape** maintenance requirements shall address and provide for the following items in regards to lawns and grass areas: watering, fertilizing, liming, mowing and trimming, edging, aeration and repairs (regarding, reseeding or resodding), as well as weed, insect and disease control.

6.2.5 The execution of the above-mentioned **Landscape** maintenance requirements shall take place on a regular basis as to ensure a healthy, neat and orderly appearance throughout the year.

6.2.6 The above requirements for **Landscape** maintenance shall be enforced by the City, under Section 3 of this bylaw.

6.2.7 **Driveways** and walkways shall be located in order to accommodate the required **Landscape Buffers** of Section 6.7. Required **Landscape Buffers** shall be continuous along the affected **Lot** boundaries, interrupted only by walkways, **Driveways** and required utility service boxes.

6.2.8 All **Landscaped** areas will be graded to meet the following criteria:

.1 maximum 1:5 slope (20%) for lawn areas;

.2 maximum 1:3 slope (33%) for shrub or ground cover area;

.3 minimum 1:25 slope (4%) for cross slope for any **Landscape** area;

.4 all **Site** grading will direct overland drainage along or away from any **Landscape Buffer** to collection points off-site away from **Buildings**;

.5 all areas in which the existing slope exceeds 30% are to be identified; and

.6 all areas developed and **Adjacent** lands impacted by development with slopes greater than 30% shall be rehabilitated using indigenous vegetation common to the **Site**.

6.2.9 All outdoor storage areas shall have a dust-free surface.

6.2.10 All construction on-site must occur concurrently with erosion control measures to prevent the pollution, degradation, or siltation of natural areas and **Watercourses**. This includes the provision of temporary fencing prior to and during construction.

6.2.11 All required **Landscape Buffer** areas shall be watered by a fully automatic irrigation system. No run-off onto sidewalks, **Streets**, **Laneways**, **Alleys** or **Parking Areas** shall be permitted.

6.2.12 Notwithstanding Section 6.2.6, the following areas are exempt from having permanent fully automatic irrigation systems:

.1 existing areas of undisturbed native vegetation which have been accepted as **Landscape Buffer** or stream protection leave strips;

.2 **Landscape** areas specifically designed as xeriscape or drought resistant natural species plantings, however temporary irrigation may be required; and

.3 **Landscape Buffers** which are established with drought resistant species to return the area to a natural condition, however temporary irrigation may be required.

6.2.13 Where the retention of native trees and ground cover is required or permitted, a letter from a registered professional landscape architect or registered professional forester shall be submitted, indicating the mitigation measures required during and after the construction to ensure the health of the vegetation.

6.2.14 New trees and shrubs shall follow a consistent lateral placement and be set back a minimum of 1.0 m from all underground utilities.

6.3 Refuse and Recycling Bins

6.3.1 When any development is proposed, provisions for garbage storage, recycling and collection shall be provided on the same **Site** as the development, unless a bin sharing agreement is in place.

6.3.2 All **Site** refuse and recycling bins in zones other than agricultural zones, including all other large receptacles used for the **Temporary Storage** of materials, require opaque screening from **Adjacent Lots** and **Streets**.

6.3.3 All screening will be a minimum of 2.0 m in **Height** to a maximum **Height** that is equivalent to the **Height** of the refuse or recycling bin.

6.3.4 All sides open to public view shall be screened by the additional planting of shrub and groundcover material at least 1.5 m in **Height**.

6.3.5 ~~Notwithstanding sub-section 6.3.2, a refuse or recycling bin located within a property and screened from adjoining **Lots** and **Streets** will not require any screening or **Landscape**.~~

Deleted. *(Bylaw 6012)*

6.3.6 All refuse or recycling bins shall be located entirely within the **Lot Lines** so as to not obstruct pedestrian or **Vehicle** traffic.

6.3.7 An unobstructed access **Laneway** or **Alley** with a minimum width of 3.0 m and a minimum vertical clearance of 4.6 m shall be provided for access to a required refuse and recycling room or enclosure.

6.3.8 All refuse and recycling bins should be sited as far away from **Watercourses** as possible.

6.4 Public Amenity Areas

6.4.1 **Public Amenity Areas**, when permitted pursuant to Section 6.6, must be solely for pedestrian **Use** and accessible to the public from both the **Street** and from the development.

6.4.2 The minimum **Public Amenity Area Street Frontage** is 6.0 m.

6.4.3 The minimum **Public Amenity Area** depth is 4.0 m.

6.4.4 For any **Public Amenity Area** in lieu of a **Landscape Buffer**, the following are minimum requirements:

.1 all **Hard Surface** areas shall use a decorative paving surface;

.2 a minimum of two benches for public seating shall be provided;

.3 a minimum of 3 trees, with a minimum 65 mm **Caliper** and rootball of 900 mm, shall be provided; and

.4 pedestrian and decorative lighting must be provided.

6.5 Fencing and Retaining Walls

6.5.1 Subject to traffic sight lines, the following **Height** limitations shall apply to fences, and walls, ~~chainlink fences and hedges~~ in all housing and mixed-use zones:

.1 1.2 m (4.0 ft) if situated along the **Lot Lines** ~~within a **Front Setback**~~ or within the **Setback** abutting a **Street**;

.2 2.0 m (6.4 ft) if situated behind the ~~**Front**~~ **Setback** abutting a **Street**;

.3 2.0 m (6.4 ft) if situated ~~abutting a **Side Yard**, **Flanking Side Yard** and/or **Rear Yard**~~ along a **Lot Line** not abutting a **Street**.

Notwithstanding 6.5.1, one gate for pedestrian access may be 2.0 m in height with a maximum width of 1.0 m if situated along the **Lot Lines** or within the **Setback** abutting a **Street.**

6.5.2 Screen fences shall be consistent with the quality of **Building** design and materials of the **Principal Building**.

6.5.3 Screening fences required for outdoor storage areas for **Temporary Shelter Services** shall be a combination of opaque and translucent or lattice design to ensure nature surveillance is permitted into the space. Screen fences and walls shall complement **Building** design and materials.

6.5.4 Fencing type may be established in neighbourhood plans, building schemes or by precedent from **Adjacent Lots**.

6.5.5 Wood fences shall be designed to a high level of finish with materials of lumber grade standard or better. Wood posts shall be treated against rotting to provide for the longevity of the fence. Fences shall be constructed with all components of sufficient size, materials, and strength to prevent sagging and to minimize rot. Along sloping ground, the top of wood fences shall be horizontal with vertical drops at the posts.

6.5.6 Screening fences shall be opaque double-sided construction. Where screen fences are allowed or required by this bylaw, they shall be of an opaque or a combination of opaque, translucent or lattice design.

6.5.7 No fence constructed at the **Natural Grade** in housing zones, shall exceed 2.0 m in **Height**, except where abutting an agricultural or commercial zone the maximum **Height** is 2.4 m. No fence shall have pickets or finials extending above a horizontal rail that may pose a danger to wildlife.

6.5.8 No fence in a commercial or industrial zone shall exceed 2.4 m.

6.5.9 Industrial zones are to have an opaque 2.4 m high fence along all **Lot Lines** abutting non-industrial zones and around **Wrecking Yards** that are visible from a **Street** abutting the **Lot**.

6.5.10 No barbed wire or electrified fencing shall be allowed in any housing, commercial, community or industrial zones except:

.1 in ALR, AGRL and AGRS zones for use in livestock enclosures; and

.2 in CMTY zone where the **Site** is used for a **Detention Facility**.

Razor wire fences shall not be permitted in any zone.

6.5.11 Retaining walls on all housing-based **Lots**, except those required as a condition of subdivision approval, must not exceed a **Height** of 1.2 m measured from **Grade** on the lower side, and must be constructed so that multiple retaining walls are spaced to provide at least a 1.2 m horizontal separation between them.

6.5.12 In the case of a retaining wall constructed in accordance with Section 6.5.11, the combined **Height** of a fence on top of a retaining wall at the **Lot Line** or within 1.2 m of the **Lot Line** shall not exceed 2.0 m, measured from **Natural Grade** at the **Lot Line** (see Diagram 6.1).

6.5.13 Notwithstanding Section 6.5.11, a retaining wall may be higher than 1.2 m, measured from **Grade**, where the **Natural Grade** of the subject **Lot** is lower than the abutting **Lot** (see Diagram 6.2).

6.5.14 In the case of a retaining wall constructed in accordance with Section 6.5.13, the maximum **Height** of a fence, or portion of retaining wall extending above the **Natural Grade** of the abutting higher **Lot**, or combination thereof, shall be 2.0 m, measured from the **Natural Grade** of the abutting higher property (see Diagram 6.2).

6.5.15 Notwithstanding Section 6.5.14, where an affected property remains at **Natural Grade** and the subject **Lot** constructs a retaining wall and a fence within 1.2 m of the **Lot Line**, the maximum **Height** for a fence on the affected **Lot** shall be no greater than 1.8 m above the **Height** of the retaining wall or 2.0 m whichever is less (see Diagram 6.1).

Diagram 6.1 — Retaining Wall on Higher Subject Property

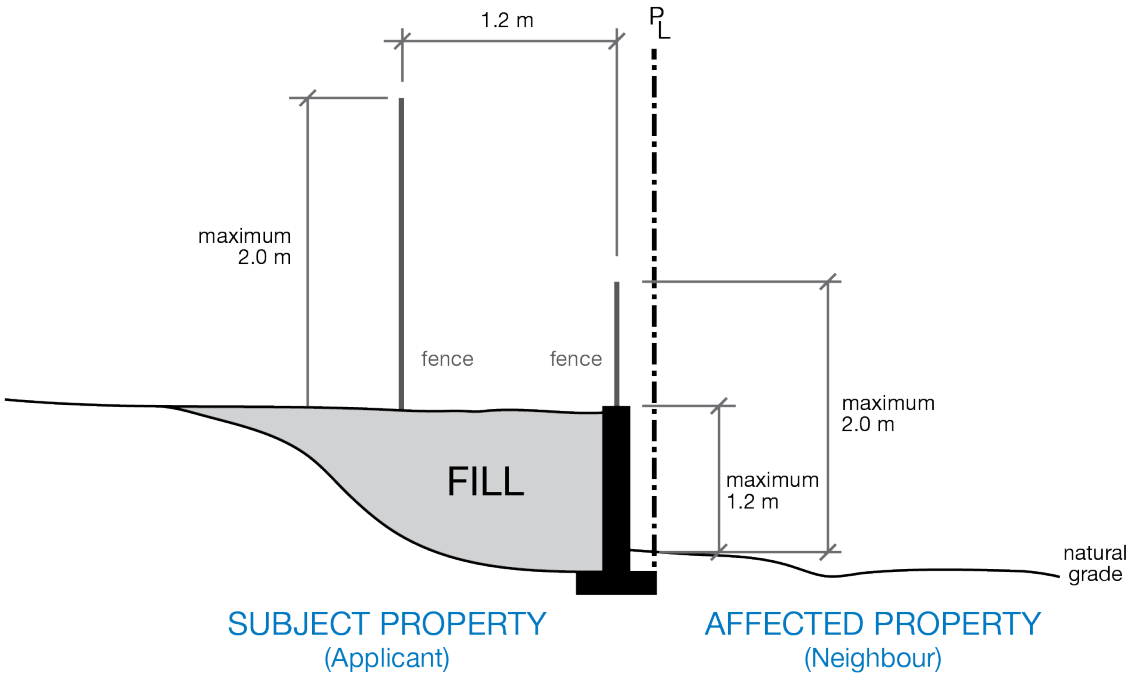
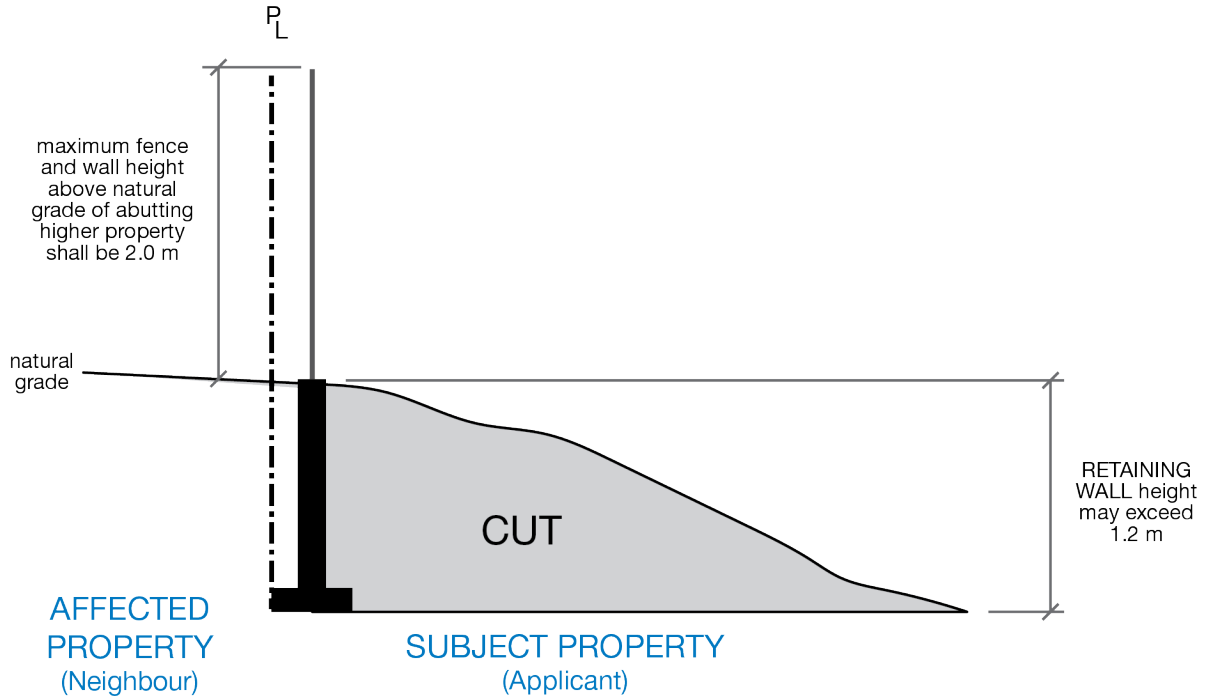


Diagram 6.2 — Retaining Wall on Lower Subject Property



6.6 Minimum Landscape Buffers

6.6.1 **Landscape Buffers**, of a design as shown on the Minimum Landscape Buffer Treatment Drawings (Levels 1 through 5), for the **Front Yard**, **Side Yards**, and **Rear Yard** depending upon the zone as indicated by Section 6.6.5, are as follows:

.1 Level 0: no specific guidelines for the design of the **Landscape Buffer**;

.2 Level 1: a minimum 1.5 m **Landscape Buffer** is required and will consist of a vegetative buffer only, unless a fence is required for other reasons;

.3 Level 2: a minimum 1.5 m vegetative **Landscape Buffer** combined with a fence is required;

.4 Level 3: a minimum 2.0 m vegetative **Landscape Buffer** combined with a fence is required;

.5 Level 4: a minimum 3.0 m **Landscape Buffer** is required; and

.6 Level 5: a **Landscape Buffer** is required for all land abutting ALR land where non-farm **Uses** exist. The minimum buffer shall meet the guidelines in the Landscape Buffer Specifications document prepared by the Agricultural Land Commission.

6.6.2 Trees shall be spaced, on average, to the dimensions specified in the approved drawings. The equivalent of 1 tree per 10.0 lineal metre of required **Landscape Buffer**, including walkways, **Driveways** and required utility boxes, shall be planted on the subject property. Deciduous trees shall have a minimum **Caliper** of 60 mm with a minimum clearstem **Height** of 1.5 m. Conifers shall be a minimum of 2.5 m high. Irrigated No. 2 pot shrubs are to be placed at a maximum spacing of 1.0 m on center with 10 cm ground cover at a maximum spacing of 0.5 m on center. The equivalent of 1 shrub per 1 linear metre of required **Landscape Buffer**, including walkways, **Driveways**, and required utility boxes, shall be planted on the subject **Lot**. The shrubs shall be irrigated No. 2 pot shrubs and are to be placed at a maximum spacing of 1.0 m on centre.

6.6.3 In order to provide heritage trees for future generations, trees required according to Section 6.6.3 shall include legacy trees. One out of every ten trees required according to Section 6.6.3 shall be designated as a legacy tree and accordingly located and identified on approved drawings. A minimum of 1 legacy tree shall be provided.

6.6.4 Trees or shrubs higher than 0.6 m shall not be located in the visual triangle indicated on the drawings and specified by the *City of Vernon Traffic Bylaw No. 5600*.

6.6.5 Where a visual screen is required, it may consist of either vegetation or decorative fence or wall. The minimum **Height** of the screen is 1.2 m for Level 3 (at maturity for vegetation, planted at a minimum of 1.0 m high on an maximum spacing of 1.0 m on center), 1.5 m for Level 4, and 1.8 m for Level 5.

6.6.6 Notwithstanding Section 6.6.1, buffer widths may be reduced to the width of the actual **Setback** of the **Building** or **Structure** if the actual **Setback** of the **Building** or **Structure** is narrower than the buffer specified in Section 6.6.1.

6.6.7 Notwithstanding Section 6.6.1, parking lots abutting major roads as identified on Map 4 of *Official Community Plan*, require an additional **Landscape Buffer** of a minimum of 3.0 m.

6.6.8 Notwithstanding any other provisions in this bylaw, where leave strips are required along stream corridors in accordance with the *Official Community Plan*, the land and vegetation shall remain undisturbed. In the case of leave strips along Okanagan Lake, land is to remain in its natural condition or be **Landscaped** in a manner that either enhances conditions for fish and wildlife or maintains conditions equivalent to those that would have existed had no development occurred. Retaining walls along the Okanagan Lake waterfront are permitted under the terms of a development permit where required to protect lakefront property.

6.6.9 In addition to the minimum **Landscape Buffer** treatment levels above:

.1 all lands adjacent to provincial highways, except those in agricultural zones and within Town Centres, are required to have Level 4 **Landscape Buffer** treatment unless superceded by development permit area guidelines;

.2 ~~all internal **Lot Lines** on a **Site** being comprehensively developed are exempt from **Side Yard** buffer zones;~~ *Deleted; (Bylaw 6012)*

.3 all industrial zone properties shall have a Level 3 buffer zone when **Adjacent** to non-industrial zone properties;

.4 all commercial zoned properties shall have a Level 3 buffer zone when **Adjacent** to non-commercial and non-industrial properties;

.5 CD zones shall specify Landscape Buffer treatment for the CD **Site**;

.6 all non-secondary surface parking **Lots** in a commercial zone shall have a Level 3 buffer zone;

.7 required **Landscape** islands in parking areas shall have the same level of **Landscaping** as a Level 1 buffer zone; and

.8 **Recreational Vehicle** parking compounds in housing zones shall have a Level 4 buffer zone.

6.6.10 Notwithstanding Section 6.6.1, all landscape areas should reflect the character and intent of the *Official Community Plan*.

6.6.11 Where a **Side Yard Landscape Buffer** treatment is required and an opaque barrier is included in the **Landscape Buffer** Treatment Design, the opaque barrier may be located at the **Lot Line**.

6.6.12 **Landscape Buffer** treatments for **School Sites** may be amended from the standards indicated in Table 6.1 - Minimum Landscape Buffer Schedule. Where changes to the standards are proposed,

supporting documentation from a registered **Landscape** architect must be provided that contains that the following objectives have been met:

.1 that sufficient screening to **Adjacent** housing-based **Lots** has been achieved;

.2 that adequate **Landscaping** has been provided to provide shade for **Buildings** and play areas;

.3 **Driveway** entrances and **Parking Areas** have been appropriately **Landscaped** for optimization of screening and vehicular **Site** lines; and

.4 **Landscaping** around active play areas ensures safety to children on the **School** grounds.

Where perimeter **Landscaping** cannot be provided due to any of the above noted objectives, the School District will be required to provide or upgrade boulevard trees on all abutting **Streets**.

Table 6.1— Minimum Landscape Buffer Schedule

Location	Front Yard	Rear Yard	Side Yard	Public Amenity Area Permitted
Agricultural Zones				
ALR, AGRL, AGRS	0	0	0	NO
Housing Zones				
MUS (4 units or less)	0	0	0	NO
MUS (5 units or more)	1	1	1	NO
MUA, MHS	1	1	1	NO
MUM	1	2	1	NO
MSH	1	2	2	YES
Commercial and Resort Zones				
CMUN, CMUC	1	1	1	YES
CMUB	1	2	2	YES
RTH	1	1	1	NO
RCC	1	2	2	YES
Industrial Zones				
INDL, INDA	4	3	3	NO
Community & Parks Zones				
PANS	0	0	0	N/A
CMTY	1	1	1	YES
UTIL	3	1	1	NO

Minimum Landscape Buffer Treatment

Diagram 6.3
Level 1

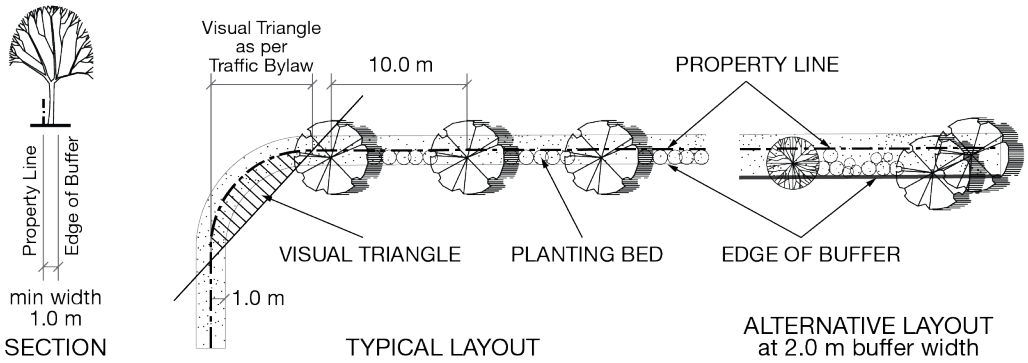


Diagram 6.4
Level 2

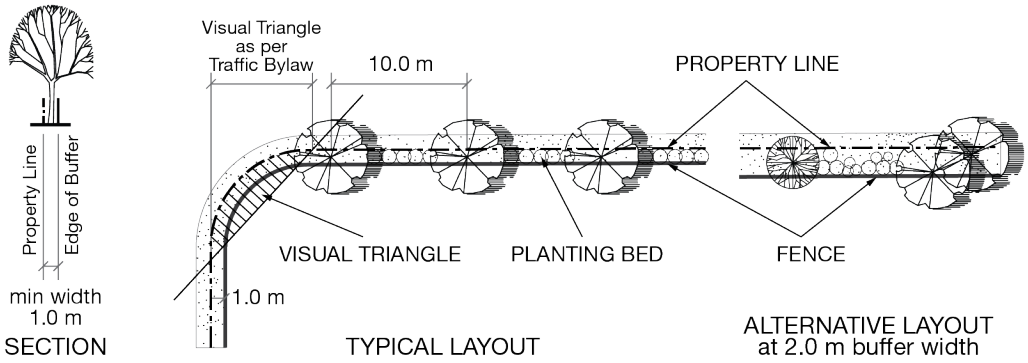


Diagram 6.5
Level 3

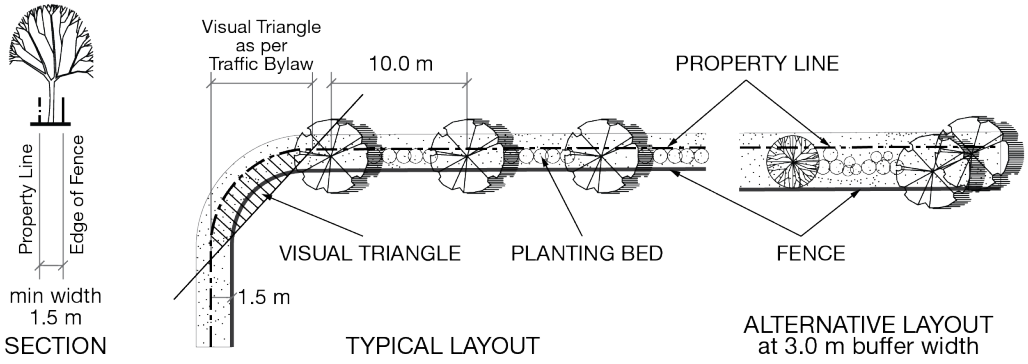
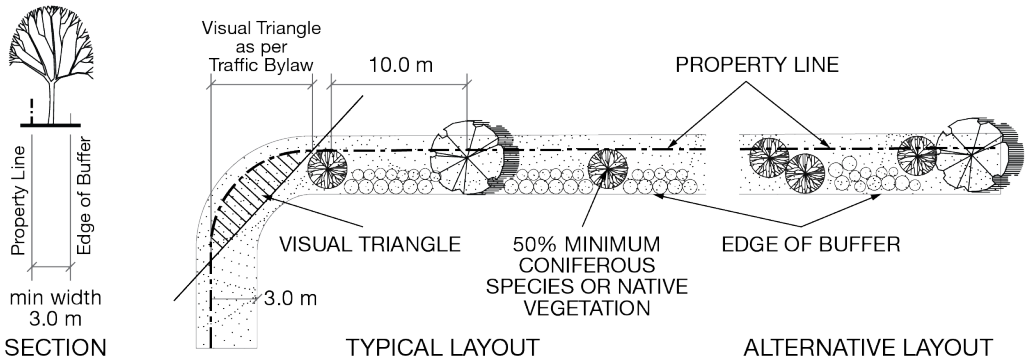


Diagram 6.6
Level 4



SECTION 7: Vehicle Parking, Loading, and Bike Parking

7.1 General Provisions

7.1.1 On-site **Vehicle** parking spaces, **Loading Spaces**, and **Bike Parking Spaces** must be provided in accordance with this section.

7.1.2 Where provision of on-site **Vehicle** parking spaces, **Loading Spaces**, or **Bike Parking Spaces** are required, a **Site** plan, **Landscaping** plan, and floor plan(s) of any **Garage**, **Parkade**, or indoor **Bike Parking Spaces** must be included with the development permit or building permit application.

The plan(s) must be drawn to scale, in metric, and clearly illustrate the size and configuration of the **Parking Areas**, **Vehicle** parking spaces, **Loading Spaces**, **Bike Parking Spaces**, **Drive Aisles**, **Driveways**, on-site circulation for **Commercial Vehicles** and emergency **Vehicles**, **Street**, **Laneway** or **Alley** accesses, **Landscaping**, fences, snow storage areas, and garbage, recycling, and organics storage areas.

7.1.3 Where a change of **Use** application does not result in a change to an existing **Building** footprint, addition of new **Building(s)** or **Structure(s)**, or other changes to the **Site** plan:

.1 the number of **Vehicle** parking and **Loading Spaces** in place for the existing **Use** will be considered legal non-conforming;

~~.2 the **Parking Area** must be **Hard Surfaced** and meet the development standards in Section 7.2; and~~ *Deleted.* *(Bylaw 6012)*

~~.3 **Bike Parking Spaces** must be provided.~~ *Deleted.* *(Bylaw 6012)*

7.1.4 Each **Use** of land or a **Building** or **Structure** is subject to a combination of all **Vehicle** parking space, **Loading Space**, and **Bike Parking Space** requirements, where the types of **Vehicle** parking spaces may include:

.1 regular **Vehicle** parking,

.2 small **Vehicle** parking,

.3 oversized **Vehicle** parking,

.4 accessible parking,

.5 visitor parking, and

.6 **EV-ready** parking.

Loading Spaces may include:

.1 **Loading** for commercial, ~~**Vehicles**~~ industrial, and community **Uses**, and

.2 ~~**Pick-up/Drop-off Spaces**~~ **Loading** for housing **Uses**; and

Bike Parking Spaces may include:

.1 **Short-Term Bike Parking**,

.2 **Long-Term Bike Parking**,

.3 **Inclusive Bike Parking**, and

.4 **End-of-trip Bike Facilities**.

7.1.5 ~~**Vehicle** parking space, **Loading Space**, and **Bike Parking Space** requirements are independent and no space shall be considered to satisfy more than one requirement.~~ *Deleted.* *(Bylaw 6012)*

7.1.6 ~~Where calculation of the total number of required spaces yields a fractional number, decimals of 0.5 and higher must be rounded up to the nearest whole number.~~ *Deleted.* *(Bylaw 6012)*

7.1.7 The total requirements of mixed **Uses** are the sum of the requirements for the **Net Floor Area** of each **Use**, unless a shared parking and loading study that considers all modes of transportation is completed and certified by a Professional Engineer and approved by the **Director of Planning & Community Services** determines that a lesser number of spaces is sufficient.

7.1.8 Where this Section 7.0 does not specify requirements for a particular **Use**, the **Director of Planning & Community Services** may determine the **Use** or combination of **Uses** for which requirements are specified that is most similar to the particular **Use**.

7.1.9 Where this Section 7 requires 100 or more **Vehicle** parking spaces on any **Lot** or **Site**, the applicant for a development permit or building permit must provide a parking study prepared and certified by a Professional Engineer and approved by the **Director of Planning & Community Services**. The requirements for **Vehicle** parking spaces and **Loading Spaces** shall be the lesser of the number required by this Section 7 and the number recommended by the Professional Engineer.

7.1.10 For non-profit housing developments, the requirements for **Vehicle** parking spaces and **Loading Spaces** shall be the lesser of the number required by this Section 7 and the number recommended in a parking study prepared and certified by a Professional Engineer and approved by the **Director of Planning & Community Services**, should such a study be requested or provided.

7.2 Development Standards

7.2.1 Every on-site **Parking Area**, **Driveway**, and **Drive Aisle** must be **Hard Surfaced**, with the exception of **Lots** that are zoned for **Agricultural Use** or **Industrial Use** which must be constructed with a dust-free surface. ~~and~~ **Parking** Areas must be constructed such that surface drainage is directed to an approved drainage system or is contained on-site. Accessible parking space surfaces must be non-slip.

7.2.2 ~~For either **Buildings** larger than 2000 m² **NFA** or with 7 or more **Dwelling Units**, a minimum of 25% of required **Vehicle** parking spaces for commercial and housing **Uses** must be entirely or partially enclosed in a **Parkade** or **Garage**. For **Buildings** and **Uses** in a **TOD Area** all **Vehicle** parking provided for commercial and housing **Uses** must be enclosed in a **Parkade** or **Garage**.~~ *Deleted.* *(Bylaw 6012)*

7.2.3 ~~**Green Parking Lots** are required where a **Surface Parking Lot** contains 25 or more **Vehicle** parking spaces.~~ *Deleted.* *(Bylaw 6012)*

7.2.4 Every on-site **Parking Area** containing 3 or more **Vehicle** parking spaces must clearly delineate the **Vehicle** parking spaces, **Loading Spaces**, **Bike Parking Spaces**, **Drive Aisles**, entrances, exits, ~~snow storage areas~~, and garbage, recycling, and organics storage areas using both pavement markings and signs.

7.2.5 Accessible parking spaces must have both a sign and pavement markings, and the side aisle or rear aisle for loading must be marked with yellow cross hatching. A side aisle may be shared between two accessible parking spaces.

7.2.6 Every on-site **Parking Area** must have fencing, curbs, or secured wheel stops to prevent **Vehicles** from encroaching upon **Lot Lines**, except where openings are needed for a **Barrier-free** path of travel, pedestrian walkway, or **Pathway**.

7.2.7 All on-site **Vehicle** parking spaces that abut a pedestrian walkway, **Pathway**, or **Landscaped** area must have secured wheel stops that are minimum 0.9 m from the walkway, **Pathway**, or **Landscaped** area and minimum 0.15 m in height.

Where the configuration is parallel parking, wheel stops are not required~~, but spaces **Adjacent** to a pedestrian walkway or **Pathway** must have an additional 0.3 m width to allow **Vehicle** doors to open without blocking the path of pedestrian travel~~.

Grades

7.2.8 **Parking Areas** and **Drive Aisles** may be constructed at **Grades** up to 8%. **Driveways** and ramps within a **Parkade** may be constructed at **Grades** up to 15%, except within 6.0 m of a **Front Lot Line**, where the **Grades** must comply with the *Subdivision and Development Servicing Bylaw*.

Parking Area Configuration

7.2.9 Every **Parking Area** ~~containing 3~~ providing 5 or more **Vehicle** parking spaces, ~~other than in a **MUS – Multi-Unit: Small Scale** zone,~~ must provide a drive aisle that allows entry to and exit from the **Site** directly to a dedicated public **Street** or **Laneway** without reversing the vehicle. This does not apply to 90-degree **Vehicle** spaces accessed directly from the abutting **Laneway.**

Additionally:

.1 this access must not cross any **Lot** other than the **Lot** on which the **Parking Area** is located, unless a shared access easement is registered on all applicable titles; and

.2 a turning template drawn by a Professional Engineer or Architect may be required pursuant to Section 7.1.2 to demonstrate that **Commercial Vehicles** and emergency **Vehicles** can turnaround on-site.

7.2.10 **Drive Aisles** must be provided for on-site **Vehicle** maneuvering at the minimum widths specified in Table 7.1.

*Table 7.1 — Minimum **Drive Aisle** Widths by Purpose*

Purpose of Drive Aisle	**Minimum Width**
Two-way aisle **Adjacent** to 90-degree parking or angle parking	6.5 m
Two-way aisle **Adjacent** to parallel parking or no parking	6.0 m
One-way aisle **Adjacent** to 60-degree angle parking	4.5 m
One-way aisle **Adjacent** to 45-degree angle parking	3.5 m
One-way aisle **Adjacent** to parallel parking or no parking	3.0 m

7.2.11 ~~No public **Street, Laneway,** or **Alley** may be used as the required **Drive Aisle** access to **Vehicle** parking spaces, except in a **MUS – Multi-Unit: Small Scale** zone. In a **TOD Area,** a **Laneway** may be used as the required **Drive Aisle**.~~ *Deleted.* *(Bylaw 6012)*

7.2.12 Where a **Laneway** or **Alley** is used as the **Drive Aisle**, ~~either~~ the **Vehicle** parking space ~~length or the **Laneway** or **Alley** width~~ must be ~~increased by a minimum of 1.2 0.8 m.~~ a regular or oversized space.

7.2.13 ~~No public **Street, Laneway,** or **Alley** may be used as a **Loading Space,** except a **Laneway** in a **MUS – Multi-Unit: Small Scale** zone or in a **TOD Area**.~~ *Deleted.* *(Bylaw 6012)*

7.2.14 **Tandem Parking** is only permitted for ~~housing **Uses**~~ **Rural Housing** and **Small Scale Multi-Unit Housing Uses** when designated for an individual **Dwelling Unit**.

Location of Spaces

7.2.15 All required on-site **Vehicle** parking spaces, **Loading Spaces**, and **Long-term Bike Parking Spaces** must be located on the **Site** of the **Building**, **Structure**, or **Use** served by the spaces, except that

Loading Spaces may be located in an abutting **Laneway** if the **Lot** or **Site** is being developed with **Medium-Scale Housing, Large Scale Housing, Mixed-Use Housing,** or a commercial, industrial, community, or basic services **Use.**

7.2.16 No on-site **Vehicle** parking spaces or **Loading Spaces** may be located in a required ~~**Landscape Buffer**~~ **Setback** abutting a **Street**, except when the parking is within a driveway that is perpendicular to the **Street**. No on-site **Vehicle** parking spaces or **Loading** Spaces may be located in or a required sight triangle as defined by the *City of Vernon Traffic Bylaw*.

7.2.17 Accessible parking spaces, where required, ~~must be located within 30.0 m of a **Building's** main entrance and~~ must be provided with a **Barrier-free** path of travel between the accessible parking spaces and the entrance, which does not include stairs.

7.2.18 ~~All **Short-term Bike Parking Spaces** must be located within 15 m of any main entrance, in a well-lit and visible area, that provides visual surveillance by occupants of the **Building**.~~ Visitor parking spaces must be available to all visitors of the **Site** and not be located within a garage or **Driveway** that is not accessible to all **Dwelling Units** on **Site**.

Snow Storage and Garbage, Recycling, and Organics Storage

7.2.19 All snow storage and garbage, recycling, and organics storage areas located within or **Adjacent** to any **Parking Area** must be located such that collection **Vehicles** can gain access without interfering with the function of the **Parking Area** or any abutting public **Street**, **Laneway** or **Alley**.

7.3 Vehicle Parking and Loading

Number of Spaces

7.3.1 The required minimum number of **Vehicle** parking spaces and **Loading Spaces** for each **Use** is specified in Table 7.7 — Parking, Loading, and Bike Parking Schedule.

7.3.2 The ~~required maximum number of **Vehicle** parking spaces for each **Use** is specified in Table 7.7 — Parking, Loading, and Bike Parking Schedule, except that the~~ **Uses** of **Accessory Parking**, **Outdoor Sales and Service**, **Outdoor Vending**, **Standalone Parking Facility**, **Vehicle Storage**, and **Special Events** are exempt from the required minimum number of **Vehicle** parking spaces in Table 7.7.

7.3.3 ~~The required maximum number of **Commercial Vehicle Loading Spaces** for housing **Uses** is 2.0 per **Building**.~~ *Deleted.* *(Bylaw 6012)*

7.3.4 **Loading Spaces** may be shared by multiple **Units** and must be calculated for the **Net Floor Area** of the entire **Site**.

7.3.5 **Buildings** and **Uses** located in a **TOD Area** or within 400 m from the centerline of road on a **Frequent Transit Route** are exempt from the required minimum number of **Vehicle** parking spaces for housing **Uses** and visitor parking spaces.

7.3.6 Accessible parking spaces must be provided ~~in addition to the required minimum number of **Vehicle** parking spaces,~~ as specified in Table 7.2. Accessible parking spaces shall be provided within the total number of **Vehicle** spaces required rather than in addition to the number of **Vehicle** spaces required. If visitor parking and accessible parking are both required, a minimum of 1 visitor space must be provided as an accessible parking space.

Table 7.2 — Required Minimum Number of Accessible Parking Spaces

Required Minimum Number of Vehicle Parking Spaces	**Required Minimum Number of Accessible Parking Spaces**	**TOD Area: Number of Dwelling Units**	**TOD Area: Required Minimum Number of Accessible Parking Spaces**
0-4	0	**0-4**	0
5-25	1	**5-25**	1
26-50	2	**26-50**	2
51-75	3	**51-75**	3
76-100	4	**76-100**	4
101 or more	4 + 2% for every space over 100	**101 or more**	4 + 2% for every **Dwelling Unit** over 100

7.3.7 Visitor parking spaces must be provided for all housing **Uses** and the **Use** of **Housing Care Centre** in addition to the required minimum number of **Vehicle** parking spaces, as specified in Table 7.3. In **Mixed-Use Housing** and mixed-use developments the parking spaces required for commercial **Uses** can be shared with the required visitor parking spaces.

Table 7.3 — Required Minimum Number of Visitor Parking Spaces

Number of Dwelling Units	Required Minimum Number of Visitor Parking Spaces
0-4	0
5-10	1
11-15	2
16-20	3
21-25	4
26-30	5
31-40	6
41-50	7
51-60	8
61-70	9
71-80	10
81-90	11
91-100	12
101 or more	12 + 10% for every unit over 100

7.3.8 A portion of the required minimum **Vehicle** parking spaces must be provided as EV-ready spaces according to the **Use**, as specified in Table 7.4. ~~EV-ready spaces are spaces that have direct access within 1.0 m to an energized 240-volt outlet that is capable of operating a Level 2 EV charger.~~

For the purposes of Table 7.4, **Secondary Suites** and **Accessory Dwelling Units** are exempt.

*Table 7.4 — Minimum Ratio of Required EV-ready **Vehicle** Parking Spaces*

Use	Minimum Ratio of EV-ready Vehicle Parking Spaces
Housing	~~1.0 per Dwelling Unit~~ 25% of the minimum + 10% of visitor parking spaces
Commercial	~~15%~~ 10% of the minimum
Industrial	10% of the minimum
Community	10% of the minimum
Basic Services	~~10% of the minimum~~ n/a
Agricultural	n/a

Size of Spaces

7.3.9 The minimum dimensions required for each type of **Vehicle** parking space and **Loading Space** are specified in Table 7.5.

*Table 7.5 — Minimum Dimensions of **Vehicle** Parking Spaces and **Loading Spaces***

Type of Vehicle	Min. Length	Min. Width	Min. Overhead Clearance
~~*Passenger Vehicles*~~ *Vehicle Parking Spaces*			
Regular	6.0 m	2.5 m	2.0 m
Small	4.8 m	2.3 m	2.0 m
Oversized	7.0 m	3.0 m	2.75 m
Parallel	7.0 m	2.5 m	2.0 m
Accessible	6.0 m	2.7 m + 2.0 m side aisle	2.75 m
Accessible Parallel	9.0 m	2.7 m	2.75 m
~~*Commercial Vehicles*~~ *Loading Spaces by Use Type*			
Housing	9.3 m	3.0 m	3.7 m
Commercial, Industrial, and Community	12.2 m	3.6 m	4.6 m

7.3.10 Up to 50% of **Vehicle** parking spaces may be small sized and up to 25% may be oversized. Visitor spaces must not be small sized.

7.3.11 ~~**Pick-up/Drop-off Spaces** must be provided as regular sized or oversized **Vehicle** spaces.~~ *Deleted.* *(Bylaw 6012)*

7.3.12 ~~For parallel parking, the minimum length of the parking spaces is increased by 1.0 m. An end space with an open end may be shortened by 0.5 m, and an accessible parallel space must have a 2.0 m long rear aisle for loading.~~ *Deleted.* *(Bylaw 6012)*

7.3.13 Where a **Vehicle** parking space is bordered on one or both sides by a wall, column, door, or other physical obstruction, the width of the space must be widened by the amount specified in Table 7.6.

Table 7.6 — Additional parking space width required for obstruction

Location of the Obstruction	**Additional Width Required**
One side	0.2 m
One side with a door opening into the **Vehicle** parking space	0.5 m
Both sides	0.5 m
Both sides with a door opening into the **Vehicle** parking space	0.8 m

7.4 Bike Parking

Number of Spaces

7.4.1 The required minimum number of **Short-term Bike Parking** and **Long-term Bike Parking Spaces** for each **Use** is specified in Table 7.7 — Parking, Loading, and Bike Parking Schedule.

7.4.2 ~~A minimum of 50% of the required **Bike Parking Spaces** must be provided as **Inclusive Bike Parking**, including access to a 120-volt electrified outlet for charging e-bikes and e-scooters.~~

Inclusive Bike Parking shall be provided as follows:

.1 Where **Medium Scale Multi-Unit Housing**, **Large Scale Multi-Unit Housing** or **Mixed-Use Housing** is proposed, a minimum of 10% of the required **Long-term Bike Parking Spaces** must be provided as **Inclusive Bike Parking.**

.2 For all **Uses** where 10 or more **Short-term Bike Parking Spaces** are required, 10% of the required **Short-term Bike Parking Spaces** shall be provided as **Inclusive Bike Parking**.

7.4.3 ~~End-of-trip bike facilities are required in all **Buildings** that provide **Long-term Bike Parking**, which includes:~~

~~.1 1 locker, hook, cubby, or other storage area for every **Long-term Bike Parking Space** provided;~~

~~.2 1 electrified 120-volt outlet for every 5.0 **Long-term Bike Parking** space provided;~~

~~.3 1 shower and change room for every 15.0 **Long-term Bike Parking** space provided; and~~

~~.4 1 bike wash and repair area for every 15.0 **Long-term Bike Parking** space provided.~~

End-of-trip Bike Facilities shall be provided as follows:

.1 Where a commercial **Use,** industrial **Use**, community **Use**, or basic services **Use** is proposed, **End-of-trip Bike Facilities** shall be provided in accordance with Table 7.6.1.

.2 Where **Medium Scale Multi-Unit Housing, Large Scale Multi-Unit Housing** or **Mixed-Use Housing** is proposed that provides 10 or more **Long-term Bike Parking Spaces**, 1 bike wash and repair station per building is required to be located within 1 level of finished grade.

.3 Deleted. *(Bylaw 6012)*

.4 Deleted. *(Bylaw 6012)*

Table 7.6.1 — Required End-of-trip Bike Facilities

Number of Long-term Bicycle Parking Spaces Required	Min. Number of Electrified 120v Outlets	Min. Number of Personal Storage Lockers or Cubbies	Min. Number of Bike Wash and Repair Stations
0-4	0	0	0
5-10	1	0	0
11-15	2	.5 per bike space	1
16-20	3	.5 per bike space	1
21-30+	4 plus 1 for each additional 5 bike spaces	.5 per bike space	1

Size of Spaces

7.4.4 **Bike Parking Spaces** may be ground anchored or wall mounted and must be a minimum of ~~0.6 m~~ 0.45 m wide, 1.8 m long, and have a vertical clearance of at least 1.9 m. **Inclusive Bike Parking** spaces must be a minimum of ~~1.0 m~~ 0.85 m wide, ~~2.75 m~~ 2.4 m long, and have a vertical clearance of at least 2.0 m. Ground anchored **Bike Parking Spaces** must be a minimum of 0.6 m from any wall, entrance door, or other obstacle. Aisles between parked bikes must be a minimum of 1.2 m wide.

7.4.5 ~~Aisles between parked bikes must be a minimum of 1.2 m wide.~~ A maximum of 50% of **Long-term Bike Parking Spaces** may be provided as wall mounted **Bike Parking Spaces**. A wall-mounted **Bike Parking Space** may be located at the front of a **Vehicle Parking Space** provided the **Vehicle Parking Space** is in an indoor, secure location, and is a Regular or Oversized space.

Development Standards

7.4.6 All **Long-term Bike Parking Spaces** must:

.1 be situated on a **Hard Surface**;

.2 be accessible by a ramp or elevator with sufficient space to maneuver with **Inclusive Bike Parking** sized bikes;

.3 include an automated door opener or kick-down door stop, where the **Bike Parking Space** location requires the bike to be maneuvered through a doorway;

.4 be constructed of theft-resistant material and securely and permanently anchored to the ground or wall with tamper-proof hardware;

.5 support two points of contact on the bike;

.6 be u-lock compatible; and

.7 be located clear of pedestrian paths of travel.

.8 be e-bike compatible and support up to 35 kilograms;

.9 be located within 1 level of **Finished Grade**; and

.10 may be located within an individual garage for **Detached Housing, Duplex Housing, Semi-Detached Housing, Row Housing, Townhouses**, and **Stacked Townhouses.**

7.4.7 All **Short-term Bike Parking Spaces** must:

.1 be a horizontal **Bike Parking Space**;

.2 be situated on a **Hard Surface**;

.3 be constructed of theft-resistant material and securely and permanently anchored to the ground with tamper-proof hardware;

.4 support two points of contact on the bike;

.5 be u-lock compatible;

.6 be located clear of pedestrian paths of travel; and

.7 be located within 15 m of a main entrance for **Large Scale Multi-Unit Housing, Mixed-Use Housing,** commercial **Use,** industrial **Use**, community **Use**, or basic services **Use**; or

.8 be located in a highly visible and easily accessible location for **Small Scale Multi-Unit Housing,** and **Medium Scale Multi-Unit Housing.**

Table 7.7 — Parking, Loading, and Bike Parking Schedule

Use	Vehicle Parking Spaces		Minimum # Commercial Vehicle Loading Spaces	~~Minimum # Pick-up Drop-off Spaces~~	Minimum # Bike Parking Spaces	
	Minimum #	Maximum #			Short-Term	Long-Term
Housing ~~(Housing Loading Stall)~~						
Large Scale Multi-Unit Housing	0.8 per **Dwelling Unit**	2.0 per **Dwelling Unit**	~~1.0 per 2800 m² NFA~~ For **Apartment Housing** with 35 **Dwelling Units** or more, minimum 1 required per **Building**	~~1.0 per 35 Dwelling Units~~	0.25 per **Dwelling Unit**	1.0 per **Dwelling Unit**
Medium Scale Multi-Unit Housing	1.0 per **Dwelling Unit**	2.0 per **Dwelling Unit**	~~1.0 per 2800 m² NFA~~ For **Apartment Housing** with 35 **Dwelling Units** or more, minimum 1 required per **Building**	~~1.0 per 35 Dwelling Units~~	0.25 per **Dwelling Unit**	1.0 per **Dwelling Unit**
Mobile Home **Security** or **Operator Unit** **Small Scale Multi-unit Housing** **Small Scale Housing**	1.0 per **Dwelling Unit**	4.0 per **Dwelling Unit**	~~1.0 per 2800 m² NFA, where 11 or more Dwelling Units~~ n/a	~~1.0 per 35 Dwelling Units~~	0.25 per **Dwelling Unit**	1.0 per **Dwelling Unit**
Commercial ~~(Commercial/Industrial Loading Stall)~~						
All commercial **Uses** not listed below	1.5 per 100 m² **NFA**	2.5 per 100 m² **NFA**	~~1.0 per 2800 m² NFA,~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m² NFA~~	1.0 per 100 m² **NFA**	0.5 per 100 m² **NFA**
Animal Services	1.0 per 100 m² **NFA**	2.0 per 100 m² **NFA**	~~1.0 per 2800 m² NFA,~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m² NFA~~	0.5 per 100 m² **NFA**	0.25 per 100 m² **NFA**

Use	Vehicle Parking Spaces		Minimum # Commercial Vehicle Loading Spaces	~~Minimum # Pick-up Drop-off Spaces~~	Minimum # Bike Parking Spaces	
	Minimum #	Maximum #			Short-Term	Long-Term
Bar **Cannabis Lounge** **Drive-through Services** **Food & Beverage Service**	4.0 per 100 m^2 **NFA**	9.0 per 100 m^2 **NFA**	~~1.0 per 2800 m^2 **NFA,**~~ For 1900 m^2 **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m^2 **NFA**~~	1.0 per 100 m^2 **NFA**	0.5 per 100 m^2 NFA
Campsite	1.0 per camping space	2.0 per camping space	n/a	~~1.0 per 35 camping spaces~~	1.0 per 5 camping spaces	1.0 per 2 camping spaces
Child Care Services	1.0 per 8 children (capacity) plus 2.0 for Staff	n/a	n/a	-	1.0 per classroom	1.0 per classroom
Health Service	2.0 per 100 m^2 **NFA**	4.0 per 100 m^2 **NFA**	~~1.0 per 2800 m^2 **NFA,**~~ For 1900 m^2 **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m^2 **NFA**~~	1.0 per 100 m^2 **NFA**	0.5 per 100 m^2 **NFA**
Hotel	0.75 per **Sleeping Unit**	1.5 **per Sleeping Unit**	~~1.0 per 2800 m^2 **NFA,**~~ For 1900 m^2 **NFA** or greater, minimum 1.0 per **Site**	~~1.0 per 20 **Sleeping Units**~~	1.0 per 5 **Sleeping Units**	1.0 per 2 **Sleeping Units**
Light Manufacturing	1.0 per 100 m^2 **NFA**	2.5 per 100 m^2 **NFA**	~~1.0 per 1900 m^2 **NFA,**~~ For 1900 m^2 **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m^2 **NFA**~~	1.0 per 100 m^2 **NFA**	0.5 per 100 m^2 **NFA**
Marina	1.0 per 10 boats and 10.0 per boat launch	n/a	~~1.0 per boat launch~~ n/a	~~n/a~~	1.0 per 10 boats and 10.0 per boat launch	n/a
Major Indoor Entertainment	1.5 per 100 m^2 **NFA** or 1 per 5 seats	3.0 per 100 m^2 **NFA**	~~1.0 per 2800 m^2 **NFA,**~~ For 1900 m^2 **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m^2 **NFA**~~	1.0 per 100 m^2 **NFA**	0.5 per 100 m^2 **NFA**

Use	Vehicle Parking Spaces		Minimum # Commercial Vehicle Loading Spaces	~~Minimum # Pick-up Drop-off Spaces~~	Minimum # Bike Parking Spaces	
	Minimum #	Maximum #			Short-Term	Long-Term
Outdoor Entertainment	4.0 per hectare	30.0 per hectare	1.0 per **Site**	~~1.0 per public entrance~~	2.0 per hectare	4.0 per **Site**
Resort Accommodation	1.0 per **Dwelling Unit**	4.0 per **Dwelling Unit**	~~1.0 per 2800 m² **NFA,** where 11 or more **Dwelling Units**~~ n/a	~~1.0 per 35 **Dwelling Units**~~	0.25 per **Dwelling Unit**	1.0 per **Dwelling Unit**
Industrial (Commercial/Industrial Loading Stall)						
All industrial **Uses** not listed below	1.0 per 100 m² **NFA**	2.5 per 100 m² **NFA**	~~1.0 per 1900 m² **NFA,**~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~0.1 per 100 m² **NFA**~~	0.5 per 100 m² **NFA**	0.25 per 100 m² **NFA**
Airport Terminal and **Navigation Facilities**	2.0 per 100 m² **NFA**	4.0 per 100 m² **NFA**	~~1.0 per 1900 m² **NFA,**~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~0.1 per 100 m² **NFA**~~	0.5 per 100 m² **NFA**	0.25 per 100 m² **NFA**
Indoor Self Storage Warehouses	0.5 per 100 m² **NFA**	1.5 per 100 m² **NFA**	~~1.0 per 1900 m² **NFA,**~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~0.1 per 100 m² **NFA**~~	0.5 per 100 m² **NFA**	0.25 per 100 m² **NFA**
Community (Commercial/Industrial Loading Stall)						
All community **Uses** not listed below	1.5 per 100 m² **NFA**	2.5 per 100 m² **NFA**	~~1.0 per 2800 m² **NFA,**~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~0.2 per 100 m² **NFA**~~	1.0 per 100 m² **NFA**	0.5 per 100 m² **NFA**
Housing Care Centre	0.25 per **Sleeping Unit**	1.0 per **Sleeping Unit**	~~1.0 per 2800 m² **NFA,**~~ For 1900 m² **NFA** or greater, minimum 1.0 per **Site**	~~1.0 per 35 **Sleeping Units**~~	1.0 per 5 **Sleeping Units**	1.0 per 2 **Sleeping Units**

Use	Vehicle Parking Spaces		Minimum # Commercial Vehicle Loading Spaces	~~Minimum # Pick-up Drop-off Spaces~~	Minimum # Bike Parking Spaces	
	Minimum #	Maximum #			Short-Term	Long-Term
Outdoor Recreation Facility	4.0 per hectare	30.0 per hectare	n/a	~~n/a~~	2.0 per hectare	n/a
Park	4.0 per hectare	30.0 per hectare	n/a	~~n/a~~	2.0 per hectare	n/a
School	~~3.5 per elementary or middle school classroom or 7.0 per high school classroom or 1 per 6 post-secondary seats~~ 1.5 per 100 m^2 **NFA**	~~8.0 per elementary classroom or 10.0 per high school classroom or 1 per 4 post-secondary seats~~ 2.5 per 100 m^2 **NFA**	1.0 per 2800 m^2 **NFA**, minimum 1 per **Site**	~~5.0 per elementary, middle, or high school public entrance or 0.2 per 100 m^2 **NFA** post-secondary~~	~~0.5~~ 1.0 per 100 m^2 **NFA**	~~3.5 per elementary or middle school classroom or 7.0 per high school classroom or 1 per 6 post-secondary seats~~ 0.5 per 100 m^2 **NFA**
Supportive Housing	0.5 per **Sleeping Unit**	1.0 per **Sleeping Unit**	~~1.0 per 2800 m^2 **NFA, where 11 or more Sleeping Units**~~ n/a	~~1.0 per 35 **Sleeping Units**~~	1.0 per 5 **Sleeping Units**	1.0 per 2 **Sleeping Units**
Basic Services						
All basic services **Uses** not listed below	1.0 per 100 m^2 **NFA**	2.0 per 100 m^2 **NFA**	~~1.0 per 1900 m^2 **NFA, minimum 1 per Site**~~ n/a	~~0.1 per 100 m^2 **NFA**~~	0.5 per 100 m^2 **NFA**	0.25 per 100 m^2 **NFA**
Health Care Facility	2.0 per 100 m^2 **NFA**	4.0 per 100 m^2 **NFA**	~~1.0 per 2800 m^2 **NFA, minimum 1 per Site**~~ n/a	~~0.2 per 100 m^2 **NFA**~~	1.0 per 100 m^2 **NFA**	0.5 per 100 m^2 **NFA**
Agricultural						
All agricultural **Uses** not listed below	n/a	n/a	n/a	~~n/a~~	n/a	n/a

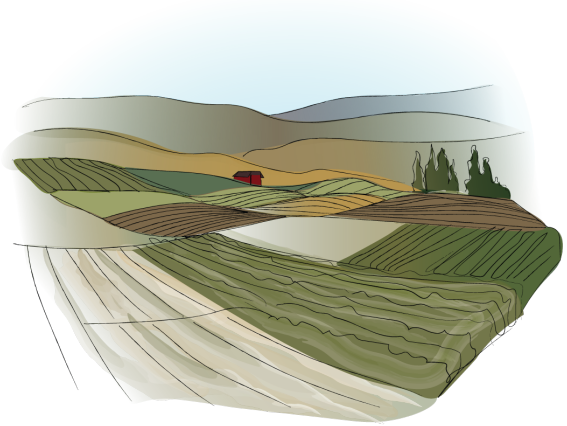
Use	Vehicle Parking Spaces		Minimum # Commercial Vehicle Loading Spaces	~~Minimum # Pick-up Drop-off Spaces~~	Minimum # Bike Parking Spaces	
	Minimum #	Maximum #			Short-Term	Long-Term
Additional Agricultural Dwelling	1.0 per Dwelling Unit	4.0 per Dwelling Unit	n/a	~~n/a~~	n/a	1.0 per Dwelling Unit
Agricultural Stand	n/a	n/a	n/a	~~1.0 per Site~~	n/a	n/a
Agri-Tourism Accommodation	0.75 per Sleeping Unit	1.5 per Sleeping Unit	~~1.0 per 2800 m^2 NFA, minimum 1 per Site~~ n/a	~~1.0 per Site~~	1.0 per 5 Sleeping Units	1.0 per 2 Sleeping Units

SECTION 8: Agricultural & Rural

8.1 ALR – Agricultural Land Reserve (ALR)

8.1.1 Purpose

To preserve and promote agricultural practices in accordance with the *Agricultural Land Commission Act* and all other relevant legislation. The ALR zone is designed to encourage and facilitate the continuation and growth of agriculture in Vernon while protecting the City's valuable agricultural resources for future generations. Matters not regulated in this zone may be subject to the *Agricultural Land Commission Act*, *Agricultural Land Reserve Use Regulation*, *Agricultural Land Reserve General Regulation*, and orders of the Agricultural Land Commission.



8.1.2 Permitted Uses

No municipal regulations

8.1.3 Density of Housing Use

The number and type of **Dwelling Units** on a **Lot** with an area indicated in the left-hand column of the following table must not exceed the number indicated in the right-hand column of the table.

Lot Area	Community Sewer System	Maximum Density
> 1 ha (2.47 ac)	No	No municipal regulations
< 1 ha (2.47 ac)	No	1 **Dwelling Unit**, plus 1 **Secondary Suite**
Any **Lot Area**	Yes	No municipal regulations

8.1.4 Subdivision Lot Area and Dimensions

Minimum **Lot Width**: 40 m
Minimum **Lot Area**: 12 ha (29.65 ac)

8.1.5 Size and Siting of Buildings

Uses, **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot, Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the left-hand column of the table, and **Buildings** and **Structures** must not exceed the **Height** indicated in the right-hand column of the table.

Uses, Buildings & Structures	**Minimum Setback Abutting a:**			**Max. Height**
	Street	**Lot**	**Laneway or Alley**	
Dwelling Units & seasonal accommodation for farm workers	6.0 m	3.0 m	6.0 m	11.0 m
Accessory Buildings & Structures	6.0 m	3.0 m	3.0 m	8.0 m
Accessory Dwelling Units	6.0 m	3.0 m	3.0 m	8.0 m
Agri-tourism Accommodation	6.0 m	10.0 m	6.0 m	8.0 m
Agricultural Buildings & Structures	6.0 m	3.0 m	3.0 m	16.0 m
Confined livestock areas & Buildings or Structures housing animals	15.0 m Abutting a housing zone: 30.0 m	15.0 m Abutting a housing zone: 30.0 m	15.0 m Abutting a housing zone: 30.0 m	16.0 m
Kennels and stables	15.0 m	15.0 m	15.0 m	16.0 m

8.1.6 Development Regulations

.1 Kennels and stables are not permitted on **Lots** with areas of less than 2.0 ha.

.2 **Buildings** and **Structures** for housing **Use** must conform with ALC regulations.

.3 The maximum number of **Agri-tourism** accommodation **Sleeping Units** per farm is:

	Lot Area (ha)			
	< 2.0	**2.0 – 3.5**	**3.6 – 4.9**	**> 5.0**
Sleeping Units	0	5	7	10

For clarity, the total number of **Agri-tourism** accommodation **Sleeping Units** permitted includes any number of **Sleeping Units** used for **Short-term Rental Accommodation**.

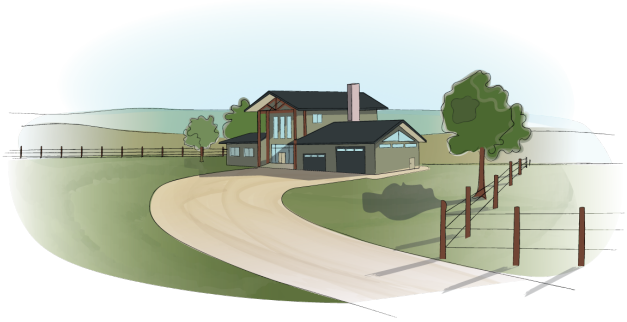
.4 Maximum **Site Coverage**:

Use	**Maximum Site Coverage**
Housing Uses including Accessory Buildings & Structures	10%
Agricultural Buildings & Structures	35%
Agri-tourism Accommodation	No regulations
Greenhouses and nurseries with closed wastewater & stormwater management systems	75%

8.2 AGRL – Agriculture & Rural: Large Block (Non-ALR)

8.2.1 Purpose

To allow for agricultural and rural **Uses** on large parcels of land in a rural setting outside of ALR boundaries where high natural amenity exists and urban services are limited.



8.2.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
~~**Small Scale**~~ **Rural Housing**	●	
Commercial		
Animal Services	●	
Light Manufacturing		●
Home Based Business		●
Short-term Rental Accommodation		●
Temporary Storage		●
Community		
Housing Care Centre	●	
Special Event		●
Supportive Housing	●	
Basic Services		
Emergency Services	●	
Essential Utility		●
Minor Utility Services		●
Agricultural		
Additional Agricultural Dwelling		●
Agriculture	●	
Agricultural Stand		●

8.2.3 Density of Housing Use

Maximum **Density**: 1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**

8.2.4 Subdivision Lot Area and Dimensions

Minimum **Lot Width**: 100 m
Minimum **Lot Area**: 12 ha (29.65 ac)

8.2.5 Siting and Size of Buildings

Uses, **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the left-hand column of the table, and **Buildings** and **Structures** must not exceed the **Height** indicated in the right-hand column of the table.

Uses, Buildings & Structures	**Minimum Setback Abutting a:**			**Max. Height**
	Street	**Lot**	**Laneway or Alley**	
Dwelling Units & seasonal accommodation for farm workers	6.0 m	3.0 m	6.0 m	11.0 m
Accessory Buildings & Structures	6.0 m	3.0 m	3.0 m	8.0 m
Accessory Dwelling Unit	6.0 m	3.0 m	3.0 m	8.0 m
Agricultural Buildings & Structures	6.0 m	3.0 m	3.0 m	16.0 m
Confined livestock areas & Buildings or Structures housing animals	15.0 m Abutting a housing zone: 30.0 m	15.0 m Abutting a housing zone: 30.0 m	15.0 m Abutting a housing zone: 30.0 m	16.0 m
Kennels and stables (Min. Lot Area 2.0 ha)	15.0 m	15.0 m	15.0 m	16.0 m

8.2.6 Development Regulations

.1 Kennels and stables are not permitted on **Lots** with areas of less than 2.0 ha.

.2 Maximum **Site Coverage**:

Use	**Maximum Site Coverage**
Housing Uses including Accessory Buildings & Structures	10%
Agricultural Buildings & Structures	35%
Greenhouses and nurseries with closed wastewater & stormwater management systems	75%

8.3 AGRS – Agriculture & Rural: Small Block (Non-ALR)

8.3.1 Purpose

To allow for agricultural and rural **Uses** on smaller parcels of land in a rural setting outside of ALR boundaries where high natural amenity exist and urban services are limited.

8.3.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
~~**Small Scale**~~ **Rural Housing**	●	
Commercial		
Animal Services	●	
Campsite		●
Light Manufacturing		●
Home Based Business		●
Outdoor Entertainment		●
Short-term Rental Accommodation		●
Temporary Storage		●
Community		
Child Care Services	●	
Housing Care Centre	●	
Special Event		●
Supportive Housing	●	
Basic Services		
Emergency Services	●	
Essential Utility		●
Minor Utility Services		●
Agricultural		
Additional Agricultural Dwelling		●
Agriculture	●	
Agricultural Stand		●

8.3.3 Density of Housing Use

The number and type of **Dwelling Units** on a **Lot** with an area indicated in the left-hand column of the following table must not exceed the number indicated in the right-hand column of the table.

Lot Area	**Community Sewer System**	**Maximum Density**
> 1 ha (2.47 ac)	No	1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**
< 1 ha (2.47 ac)	No	1 **Dwelling Unit**, plus 1 **Secondary Suite**
Any Lot Area	Yes	1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**

8.3.4 Subdivision Lot Area and Dimensions

Minimum **Lot Width**: 40 m
Minimum **Lot Area**: 2 ha (4.94 ac)

8.3.5 Siting and Size of Buildings

Uses, **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the left-hand column of the table, and **Buildings** and **Structures** must not exceed the **Height** indicated in the right-hand column of the table.

Uses, Buildings & Structures	**Minimum Setback Abutting a:**			**Max. Height**
	Street	**Lot**	**Laneway or Alley**	
Dwelling Units & seasonal accommodation for farm workers	6.0 m	3.0 m	6.0 m	11.0 m
Accessory Buildings & Structures	6.0 m	3.0 m	3.0 m	8.0 m
Accessory Dwelling Unit	6.0 m	3.0 m	3.0 m	8.0 m
Agricultural Buildings & Structures	6.0 m	3.0 m	3.0 m	16.0 m
Confined livestock areas & Buildings or Structures housing animals	15.0 m Abutting a housing zone: 30.0 m	15.0 m Abutting a housing zone: 30.0 m	15.0 m Abutting a housing zone: 30.0 m	16.0 m
Kennels and stables	15.0 m	15.0 m	15.0 m	16.0 m

8.3.6 Development Regulations

.1 Kennels and stables are not permitted on **Lots** with areas of less than 2.0 ha.

.2 Maximum **Site Coverage**:

Use	**Maximum Site Coverage**
Housing Uses including Accessory Buildings & Structures	10%
Agricultural Buildings & Structures	35%
Greenhouses and nurseries with closed wastewater & stormwater management systems	75%

SECTION 9: Housing

9.1 MUS – Multi-Unit: Small Scale

9.1.1 Purpose

To allow for a range of small-scale housing development up to 3 **Storeys** in **Height**, including ~~detached, attached, and multi-unit housing~~ **Detached Housing, Duplex Housing, Semi-Detached Housing, Row Housing, and Townhouses** on **Lots** under 4,050 m^2 (1 ac). This zone has **Site** and **Building** regulations that provide additional development flexibility in appropriate contexts, based on **Site** servicing and **Lot Area**.

9.1.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
~~**Small Scale Housing**~~	~~●~~	
Small Scale Multi-unit Housing	●	
Commercial		
Home Based Business		●
Short-term Rental Accommodation		●
Community		
Housing Care Centre	●	
Supportive Housing	●	
Agricultural		
Urban Agriculture		●

9.1.3 Density of Housing Use

The number and type of **Dwelling Units** on a **Lot** with characteristics indicated in the second, third, fourth and fifth columns of the following table must not exceed the number indicated in the right-hand column of the table.

Class	Community System		Inside the Urban Containment Boundary	Lot Area	Maximum Density
	Water	Sewer			
1	N/A	No	N/A	Any **Lot Area**	1 **Dwelling Unit**, plus 1 **Secondary Suite**
2	N/A	Yes	N/A	Any **Lot Area**	1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**
3	Yes	Yes	Yes	Up to 280 m^2	3 **Dwelling Units**
4	Yes	Yes	Yes	280 m^2 to 4,050 m^2	The greater of: a) 4 **Dwelling Units**; or b) 60 **Dwelling Units** / ha (24 **Dwelling Units** / ac)
5 (within 400 m of a frequent Transit Route)	Yes	Yes	Yes	280 m^2 to 4,050 m^2	The greater of: a) 6 **Dwelling Units**; or b) 60 **Dwelling Units** / ha (24 **Dwelling Units** / ac)

9.1.4 Subdivision Lot Area and Dimensions

Community Sewer System	Lot Area		Minimum Lot Width
	Minimum	Maximum	
Not Connected	Subdivision not permitted		
Connected	~~500 m^2 (0.125 ac)~~ 250 m^2 (0.125 ac)	4,050 m^2 (1 ac)	**Interior Lot**: ~~14 m~~ 7 m **Exterior Lot**: ~~20 m~~ 12 m

9.1.5 Siting of Buildings

.1 **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column of the table.

.2 For a **Garage** or carport that does not have an entry facing a **Street,** the setback from the **Street** shall be the same as the setback for a **Dwelling Unit.**

~~Class 1~~

~~Lot Line Abutting a:~~	~~Minimum Setback~~		
	~~Dwelling Unit(s)~~	~~Accessory Building(s)~~	~~Garage or carport~~
~~Street~~	~~6.0 m~~	~~6.0 m~~	~~6.0 m~~
~~Laneway or Alley~~	~~6.0 m~~	~~1.5 m~~	~~N/A~~
~~Housing-based Lot~~	~~3.0 m~~	~~1.5 m~~	~~N/A~~
~~Non-housing-based Lot~~	~~3.0 m~~	~~1.5 m~~	~~N/A~~
~~Party Wall~~	~~0.0 m~~	~~0.0 m~~	~~N/A~~

~~Class 2~~

~~Lot Line Abutting a:~~	~~Minimum Setback~~		
	~~Dwelling Unit(s)~~	~~Accessory Building(s)~~	~~Garage or carport~~
~~Street~~	~~5.0 m~~	~~5.0 m~~	~~6.0 m~~
~~Laneway or Alley~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~Housing-based Lot~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~Non-housing-based Lot~~	~~3.0 m~~	~~1.5 m~~	~~N/A~~
~~Party Wall~~	~~0.0 m~~	~~0.0 m~~	~~N/A~~

~~Class 3~~

~~Lot Line Abutting a:~~	~~Minimum Setback~~		
	~~Dwelling Unit(s)~~	~~Accessory Building(s)~~	~~Garage or carport~~
~~Street~~	~~4.0 m~~	~~4.0 m~~	~~6.0 m~~
~~Laneway or Alley~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~Housing-based Lot~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~Non-housing-based Lot~~	~~3.0 m~~	~~1.5 m~~	~~N/A~~

~~**Party Wall**~~	~~0.0 m~~	~~0.0 m~~	~~N/A~~

~~Class 4~~

~~**Lot Line Abutting a:**~~	~~**Minimum Setback**~~		
	~~**Dwelling Unit(s)**~~	~~**Accessory Building(s)**~~	~~**Garage or carport**~~
~~**Street**~~	~~4.0 m~~	~~4.0 m~~	~~6.0 m~~
~~**Laneway or Alley**~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~**Housing-based Lot**~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~**Non-housing-based Lot**~~	~~3.0 m~~	~~1.5 m~~	~~N/A~~
~~**Party Wall**~~	~~0.0 m~~	~~0.0 m~~	~~N/A~~

~~Class 5~~

~~**Lot Line Abutting a:**~~	~~**Minimum Setback**~~		
	~~**Dwelling Unit(s)**~~	~~**Accessory Building(s)**~~	~~**Garage or carport**~~
~~**Street**~~	~~4.0 m~~	~~4.0 m~~	~~6.0 m~~
~~**Laneway or Alley**~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~**Housing-based Lot**~~	~~1.5 m~~	~~1.5 m~~	~~N/A~~
~~**Non-housing-based Lot**~~	~~3.0 m~~	~~1.5 m~~	~~N/A~~
~~**Party Wall**~~	~~0.0 m~~	~~0.0 m~~	~~N/A~~

Class	**Lot Line Abutting a:**	**Minimum Setback**		
		Dwelling Unit(s)	**Accessory Building(s)**	**Garage or carport**
1	**Street**	6.0 m	6.0 m	6.0 m
	Laneway or Alley	6.0 m	1.5 m	N/A
	Housing-based Lot	3.0 m	1.5 m	N/A
	Non-housing-based Lot	3.0 m	1.5 m	N/A
	Party Wall	0.0 m	0.0 m	N/A
2	**Street**	5.0 m	5.0 m	6.0 m
	Laneway or Alley	1.5 m	1.5 m	N/A
	Housing-based Lot	1.5 m	1.5 m	N/A

	Non-housing-based Lot	3.0 m	1.5 m	N/A
	Party Wall	0.0 m	0.0 m	N/A
3	**Street**	4.0 m	4.0 m	6.0 m
	Laneway or Alley	1.5 m	1.5 m	N/A
	Housing-based Lot	1.5 m	1.5 m	N/A
	Non-housing-based Lot	3.0 m	1.5 m	N/A
	Party Wall	0.0 m	0.0 m	N/A
4	**Street**	4.0 m	4.0 m	6.0 m
	Laneway or Alley	1.5 m	1.5 m	N/A
	Housing-based Lot	1.5 m	1.5 m	N/A
	Non-housing-based Lot	3.0 m	1.5 m	N/A
	Party Wall	0.0 m	0.0 m	N/A
5	**Street**	4.0 m	4.0 m	6.0 m
	Laneway or Alley	1.5 m	1.5 m	N/A
	Housing-based Lot	1.5 m	1.5 m	N/A
	Non-housing-based Lot	3.0 m	1.5 m	N/A
	Party Wall	0.0 m	0.0 m	N/A

9.1.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	Maximum **Height**
Dwelling Unit(s)	11 m (3 **Storeys**)
Accessory Dwelling Unit(s)	8 m (2 **Storeys**)
Accessory Building(s)	4.5 m

9.1.7 Development Regulations

.1 **Lots** in the classes indicated in the ~~left-hand column of the~~ following table must be provided with **Landscaping** to at least the extent indicated ~~in the right-hand column of the table~~, and **Lot** classes shall be determined in accordance with the table in Section 9.1.3. For developments with 5 **Dwelling Units** or greater per **Site**, the **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated in the table.

Class	Minimum Landscaping Area	Minimum Common & Private Amenity Area(s)
1	50%	N/A
2	40%	N/A
3	25%	N/A
4	30%	5 m^2 / studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
5	25%	5 m^2 / studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
For developments with 20 **Dwelling Units** or greater per **Site**, a minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.		

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 30 m.

.3 ~~Where a proposed **Building** is located on a **Lot** abutting a **Laneway** or **Alley**, **Vehicle** access to the **Parking Area** serving the **Building** is only permitted from the **Laneway** or **Alley.**~~ **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services**.

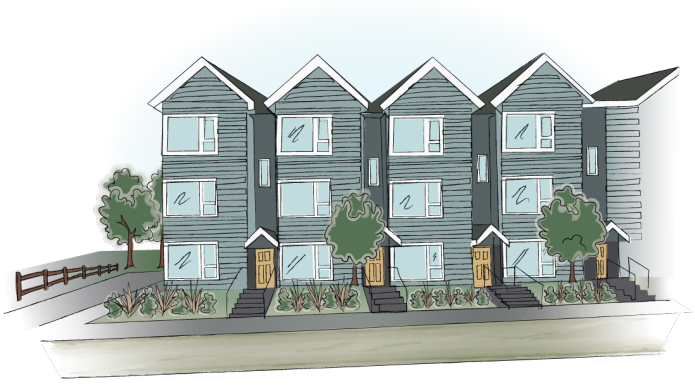
.4 Common **Buildings**, facilities and amenities in strata plans shall be treated as **Accessory Buildings** for the purposes of determining their permitted **Height** and siting.

.5 A 1.5 m wide, lit, and clearly marked pathway from the **Street** to the main entrance of **Dwelling Units** must be provided.

9.2 MUA – Multi-Unit Acreage: Small Scale

9.2.1 Purpose

To allow for a range of small-scale low-density housing development up to 3 **Storeys** in **Height**, including ~~detached, attached, and multi-unit housing-based **Buildings**~~ **Detached Housing, Duplex Housing, Semi-Detached Housing, Row Housing,** and **Townhouses** on **Lots** greater than 4,050 m^2 (1 ac) in **Lot Area**. This zone has **Site** and **Building** regulations that provide additional development flexibility in appropriate contexts, based on **Site** servicing and **Lot Area**.



9.2.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
~~**Small Scale Housing**~~	~~●~~	
Small Scale Multi-unit Housing	●	
Commercial		
Home Based Business		●
Short-term Rental Accommodation		●
Community		
Housing Care Centre	●	
Supportive Housing	●	
Agricultural		
Urban Agriculture		●

9.2.3 Density of Housing Use

The number and type of **Dwelling Units** on a **Lot** with characteristics indicated in the second, third, fourth and fifth columns of the following table must not exceed the number indicated in the right-hand column of the table.

Class	Community System		Inside the Urban Containment Boundary	Lot Area	Maximum Density
	Water	Sewer			
1	N/A	No	N/A	4,050 m^2 (1 ac) to 10,000 m^2 (2.47 ac)	1 **Dwelling Unit**, plus 1 **Secondary Suite**
2	N/A	No	N/A	> 10,000 m^2 (2.47 ac)	1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**
3	N/A	Yes	N/A	Any **Lot Area**	1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**
4	Yes	Yes	Yes	Any **Lot Area**	60 **Dwelling Units** / ha (24 **Dwelling Units** / ac)

9.2.4 Subdivision Lot Area and Dimensions

Community Sewer System	Minimum Lot Area	Minimum Lot Width
Not Connected	10,000 m^2 (2.47 ac)	**Interior Lot**: 28 m **Exterior Lot**: 34 m
Connected	4,050 m^2 (1 ac)	**Interior Lot**: 28 m **Exterior Lot**: 34 m

9.2.5 Siting of Buildings

.1 **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column of the table.

.2 For a **Garage** or carport that does not have an entry facing a **Street,** the setback from the **Street** shall be the same as the setback for a **Dwelling Unit.**

Lot Line Abutting a:	**Minimum Setback**		
	Dwelling Unit(s)	**Accessory Building(s)**	**Garage or carport**
Street	4.0 m	4.0 m	6.0 m
Laneway or Alley	1.5 m	1.5 m	N/A
Housing-based Lot	1.5 m	1.5 m	N/A
Non-housing-based Lot	3.0 m	1.5 m	N/A
Party Wall	0.0 m	0.0 m	N/A

9.2.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Dwelling Unit(s)	11 m (3 **Storeys**)
Accessory Dwelling Unit(s)	8 m (2 **Storeys**)
Accessory Building(s)	4.5 m

9.2.7 Development Regulations

.1 **Lots** in the classes indicated in the ~~left-hand column~~ of the following table must be provided with **Landscaping** to at least the extent indicated. ~~in the second column and~~ For developments with 5 **Dwelling Units** or greater per **Site**, the **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated ~~in the right-hand column, and~~ **Lot** classes shall be determined in accordance with the table in Section 9.2.3.

Class	Minimum Landscaping Area	Minimum Common & Private Amenity Area(s)
1	60%	n/a
2	50%	n/a
3	50%	n/a
4	30%	5 m^2 / ~~bachelor~~ studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
For developments with 20 **Dwelling Units** or greater per **Site**, a minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.		

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 30 m.

.3 ~~Where a proposed **Building** is located on a **Lot** abutting a **Laneway** or **Alley**, **Vehicle** access to the **Parking Area** serving the **Building** is only permitted from the **Laneway** or **Alley**.~~ **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services**.

.4 Common **Buildings**, facilities and amenities in strata plans shall be treated as **Accessory Buildings** for the purposes of determining their permitted **Height** and siting.

.5 A 1.5 m wide, lit, and clearly marked pathway from the **Street** to the main entrance of **Dwelling Units** must be provided.

9.3 MHS – Mobile Home Site

9.3.1 Purpose

A zone to accommodate **Mobile Homes** on individual **Mobile Home Sites** including within a **Mobile Home Park** setting.

9.3.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Mobile Home	●	
Security or Operator Dwelling Unit		●
Commercial		
Home Based Business		●
Office		●
Short-term Rental Accommodation		●
Community		
Housing Care Centre	●	
Supportive Housing	●	
Agricultural		
Urban Agriculture		●

9.3.3 Density of Housing Use

Maximum **Density** is 20 **Mobile Homes** / ha (8 **Mobile Homes** / ac) and one **Mobile Home** per **Lot** in a **Mobile Home** subdivision or **Mobile Home Site** in a **Mobile Home Park**.

9.3.4 Subdivision Lot Area and Dimensions

.1 Subdivision regulations for **Mobile Home Parks**:

Minimum **Lot Area**: 2 ha (4.94 ac)
Minimum **Lot Depth**: 50.0 m
Minimum **Lot Width**: 50.0 m

.2 Development regulations for **Mobile Home Parks**:

Lot Line	Setback	Maximum Site Coverage
Front	4.5 m	50%
Rear	4.5 m	
Side	4.5 m	
Flanking Side	4.5 m	

.3 Development regulations for **Mobile Home Sites** within a **Mobile Home Park** or **Lots** within a **Mobile Home** subdivision:

i. **Mobile Home Site** dimensions:

Minimum Area: 250.0 m^2
Minimum Depth: 25.0 m
Minimum Width: **Interior Lot**: 10.0 m
Exterior Lot: 12.0 m

ii. **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column of the table.

Lot Line Abutting a:	Minimum Setback		
	Dwelling Unit(s)	Accessory Building(s)	Garage or carport
Street	4.0 m	4.0 m	6.0 m
Laneway or **Alley**	1.5 m	1.5 m	N/A
Housing Lot	1.5 m	1.5 m	N/A
Non-housing Lot	3.0 m	1.5 m	N/A

iii. **Buildings** and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	Maximum Height
Mobile Home	8.0 m
Accessory Building(s)	4.5 m

9.3.5 Development Regulations

.1 Each **Mobile Home** shall be provided with an individual **Mobile Home Site**, with either public or private road access.

.2 One **Office** is permitted for the management and operation of a **Mobile Home Park**. No other **Office Uses** are permitted.

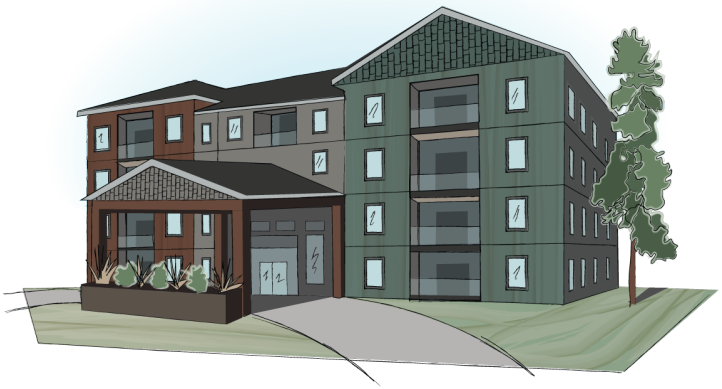
.3 One **Security or Operator Dwelling Unit** is permitted on a **Lot**.

.4 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services**.

9.4 MUM – Multi-Unit: Medium Scale

9.4.1 Purpose

To allow for a range of small to medium scale housing development up to 4 **Storeys** in **Height**, in the form of low-rise **Single Stair Egress Apartment Buildings, Apartment Housing, Stacked Townhouses,** and **Townhouses** and multi-unit housing in developing and redeveloping areas. ~~**Small Scale Housing**~~ **Detached Housing, Duplex Housing** and **Semi-Detached Housing** development is not intended in this zone unless it forms part of a ~~larger multi-unit housing~~ **Medium Scale Multi-Unit Housing** development. ~~The scale of development in this zone may act as a transition between **Small Scale Housing** development and **Large Scale Multi-unit Housing** development exceeding 4 **Storeys** in **Height**.~~



9.4.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Large Scale Multi-unit Housing	●	
Medium Scale Multi-unit Housing	●	
~~**Small Scale Housing**~~	~~●~~	
Small Scale Multi-unit Housing	●	
Commercial		
Home Based Business		●
Office		●
Short-term Rental Accommodation		●
Community		
Housing Care Centre	●	
Supportive Housing	●	
Agricultural		
Urban Agriculture		●

9.4.3 Density of Housing Use

The maximum **Density** is 1.25 **FAR**.

9.4.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 1,000 m^2 (0.25 ac)
Minimum **Lot Width**: **Interior Lot**: 20 m
Exterior Lot: 26 m

9.4.5 Siting of Buildings

.1 **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in ~~the right-hand column of~~ the table.

.2 For a **Garage** or carport that does not have an entry facing a **Street,** the setback from the **Street** shall be the same as the setback for a **Dwelling Unit.**

Lot Line Abutting a:	**Minimum Setback**		
	Dwelling Unit(s)	**Accessory Building(s)**	**Garage or carport or Parkade Entrance**
Street	4.0 m	4.0 m	6.0 m
Laneway or Alley	~~4.0 m~~ 1.5 m	1.5 m	N/A
Lot	3.0 m	1.5 m	N/A
Party Wall	0.0 m	0.0 m	N/A

9.4.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Dwelling Unit(s)	18 m (4 **Storeys**)
Accessory Dwelling Unit(s)	8 m (2 **Storeys**)
Accessory Building(s)	4.5 m

9.4.7 Development Regulations

.1 **Lots** in this zone must be provided with **Landscaping** to at least the extent indicated in ~~the left-hand column of~~ the following table and **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated ~~in the right-hand column of the table~~.

Minimum Landscaping Area	**Minimum Common & Private Amenity Area(s)**
30%	5 m^2 / ~~bachelor~~ studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
A minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.	

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 100 m.

.3 Common **Buildings**, facilities and amenities in strata plans shall be treated as **Accessory Buildings** for the purposes of determining their permitted **Height** and siting.

.4 One **Office** may be operated for management and operation of the multi-unit housing development. No other **Office Uses** are permitted.

.5 ~~**Vehicle** access to the development is only permitted through either a **Drive Aisle** shared by at least 3 units or a rear **Laneway**.~~ **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

.6 ~~A **Small Scale Housing Use** must only be located on the same **Lot** or **Site** as a **Small, Medium** or **Large Scale Multi-Unit Housing Use**.~~ *Deleted.* *(Bylaw 6012)*

.7 A 1.5 m wide, lit, and clearly marked pathway from the **Street** to the main entrance of **Dwelling Units** must be provided.

9.5 MSH – Medium Scale Housing

9.5.1 Purpose

To allow for a range of medium to large scale housing development up to ~~8~~ 6 **Storeys** in **Height**, in the form of ~~multi-unit housing in developing and redeveloping areas.~~ ~~**Small Scale Multi-unit Housing**~~ **Apartment Housing, Single Stair Egress Apartment Buildings**, and **Stacked Townhouses** on individual lots and land assemblies. **Detached Housing, Duplex Housing, Semi-Detached Housing,** and **Townhouse** development is not intended in this zone unless they form part of a **Medium** or **Large Scale Multi-unit Housing** development.

9.5.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Large Scale Multi-unit Housing	●	
Medium Scale Multi-unit Housing	●	
Small Scale Multi-unit Housing	●	
Commercial		
Accessory Parking		●
Home Based Business		●
Office		●
Short-term Rental Accommodation		●
Community		
Housing Care Centre	●	
Supportive Housing	●	
Agricultural		
Urban Agriculture		●

9.5.3 Density of Housing Use

The maximum **Density** is 3.0 **FAR**.

9.5.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 1,400 m^2 (0.35 ac)
Minimum **Lot Width**: **Interior Lot**: 30 m
Exterior Lot: 36 m

9.5.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the ~~right-hand column of the~~ table.

Lot Line Abutting a:	**Minimum Setback**	
	Dwelling Unit(s)	**Accessory Building(s)**
Street	4.0 m	4.0 m
Laneway or **Alley**	~~4.0 m~~ 1.5 m	1.5 m
Lot	3.0 m	1.5 m
Party Wall	0.0 m	0.0 m

9.5.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Dwelling Unit(s)	30 m (~~8~~ 6 **Storeys**)
Accessory Building(s)	4.5 m

.1 For the purposes of calculating **Height** in this zone, parking levels below **Finished Grade** will not count as a **Storey**, and up to 2 levels of parking above **Finished Grade** will not count as a **Storey**.

.2 For the purposes of calculating **Height** in this zone, rooftop accesses and enclosed storage areas that service rooftop **Common Amenity Areas** will not count as a **Storey**.

9.5.7 Development Regulations

.1 **Lots** in this zone must be provided with **Landscaping** to at least the extent indicated in ~~the left-hand column of~~ the following table and **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated ~~in the right-hand column of the table~~.

Minimum Landscaping Area	**Minimum Common & Private Amenity Area(s)**
25%	5 m^2 / ~~bachelor~~ studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
A minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.	

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 100 m.

.3 Common **Buildings**, facilities and amenities in strata plans shall be treated as **Accessory Buildings** for the purposes of determining their permitted **Height** and siting.

.4 One **Office** may be operated for management and operation of the multi-unit housing development. No other **Office Uses** are permitted.

.5 ~~**Vehicle** access to the development is only permitted through either a **Drive-Aisle** shared by at least 3 units or a rear **Laneway**.~~ **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

.6 ~~A **Small Scale Multi-Unit Housing Use** must only be located on the same **Lot** or **Site** as a **Medium** or **Large Scale Multi-Unit Housing Use**.~~ *Deleted.* *(Bylaw 6012)*

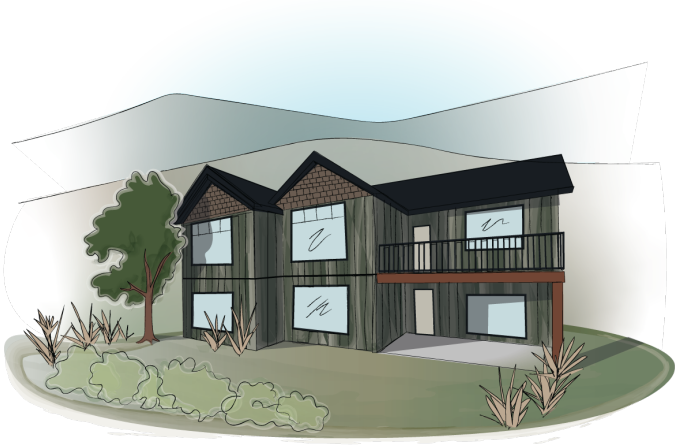
.7 A 1.5 m wide, lit, and clearly marked pathway from the **Street** to the main entrance of **Dwelling Units** must be provided.

SECTION 10: Resort

10.1 RTH – Resort Tourist Housing

10.1.1 Purpose

To provide a zone for the development of a variety of housing forms for **Use** within a comprehensively planned resort community.



10.1.2 Permitted Uses

Uses permitted as **Principal** or **Accessory** **Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
~~**Small Scale Housing**~~	~~●~~	
Small Scale Multi-unit Housing	●	
Commercial		
Home Based Business		●
Office		●
Resort Accommodation	●	
Short-term Rental Accommodation		●
Community		
Housing Care Centre	●	
Supportive Housing	●	
Agricultural		
Urban Agriculture		●

10.1.3 Density of Housing Use

The number and type of **Dwelling Units** on a **Lot** with characteristics indicated in the second, third, fourth and fifth columns of the following table must not exceed the number indicated in the right-hand column of the table.

Class	Community System		Inside the Urban Containment Boundary	Lot Area	Maximum Density
	Water	Sewer			
1	N/A	No	N/A	Any **Lot Area**	1 **Dwelling Unit**, plus 1 **Secondary Suite**
2	N/A	Yes	N/A	Any **Lot Area**	1 **Dwelling Unit**, plus 1 **Secondary Suite**, plus 1 **Accessory Dwelling Unit**
3	Yes	Yes	Yes	Up to 280 m^2	3 **Dwelling Units**
4	Yes	Yes	Yes	280 m^2 to 4,050 m^2	The greater of: a) 4 **Dwelling Units**; or b) 60 **Dwelling Units** / ha (24 **Dwelling Units** / ac)

10.1.4 Subdivision Lot Area and Dimensions

Community Sewer System	Minimum Lot Area	Minimum Lot Width
Not Connected	10,000 m^2 (2.47 ac)	30.0 m
Connected	250 m^2 (0.06 ac)	10.0 m

10.1.5 Siting of Buildings

.1 **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column of the table.

.2 For a **Garage** or carport that does not have an entry facing a **Street,** the setback from the **Street** shall be the same as the setback for a **Dwelling Unit.**

Lot Line Abutting a:	**Minimum Setback**		
	Dwelling Unit(s)	**Accessory Building(s)**	**Garage or carport**
Street	4.0 m	4.0 m	6.0 m
Laneway or Alley	1.5 m	1.5 m	N/A
Housing-based Lot	1.5 m	1.5 m	N/A
Non-housing-based Lot	3.0 m	1.5 m	N/A
Party Wall	0.0 m	0.0 m	N/A

10.1.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Dwelling Unit(s)	11 m (3 **Storeys**)
Accessory Dwelling Unit(s)	8 m (2 **Storeys**)
Accessory Building(s)	4.5 m

10.1.7 Development Regulations

.1 **Lots** in the classes indicated in the ~~left-hand column of the~~ following table must be provided with **Landscaping** to at least the extent indicated ~~in the right-hand column of the table~~, and **Lot** classes shall be determined in accordance with the table in Section 10.1.3. For developments with 5 **Dwelling Units** or greater per **Site**, the **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated in the table.

Class	Minimum Landscaping Area	Minimum Common and/or Private Amenity Area(s)
1	50%	N/A
2	40%	N/A
3	25%	N/A
4	30%	5 m^2 / studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
For developments with 20 **Dwelling Units** or greater per **Site**, a minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.		

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 30 m.

~~.3 Where a proposed **Building** is located on a **Lot** abutting a **Laneway** or **Alley, Vehicle** access to the **Parking Area** serving the **Building** is only permitted from the **Laneway** or **Alley.**~~ **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

.4 Common **Buildings**, facilities and amenities in strata plans shall be treated as **Accessory Buildings** for the purposes of determining their permitted **Height** and siting.

.5 One **Office** may be operated for management and operation of the multi-unit housing development. No other **Office Uses** are permitted.

10.2 RCC – Resort Commercial Centre

10.2.1 Purpose

To ~~designate and preserve land for~~ provide a zone for mixed-use development of destination commercial visitor accommodation and permanent residences in a pedestrian oriented resort environment ~~providing~~ including a mixture of recreational, cultural, retail, and entertainment services~~, and to allow for permanent residences~~.

10.2.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Large Scale Multi-unit Housing	●	
Medium Scale Multi-unit Housing	●	
Mixed-Use Housing	●	
Security or Operator Dwelling Unit		●
~~Small Scale Housing~~	~~●~~	
Small Scale Multi-unit Housing	●	
Commercial		
Accessory Parking		●
Bar	●	
Cannabis Retail Store	●	
Cannabis Lounge		●
Commercial Storage		●
Drive-through Services		●
Food and Beverage Service	●	
Grocery Store	●	
Health Service	●	
Home Based Business		●
Hotel	●	
Housing Sales Centre		●
Indoor Sales and Service	●	
Light Manufacturing	●	

Use	Principal	Accessory
Liquor Store	●	
Major Indoor Entertainment	●	
Commercial continued		
Minor Indoor Entertainment	●	
Office	●	
Outdoor Vending		●
Resort Accommodation	●	
Shopping Centre	●	
Short-term Rental Accommodation	●	
Standalone Parking Facility	●	
Temporary Storage		●
Community		
Child Care Service	●	
Community Service	●	
Housing Care Centre	●	
Special Event		●
Supportive Housing	●	
Basic Services		
Emergency Services	●	
Essential Utility		●
Minor Utility Services		●

10.2.3 Density of Use

The maximum **Density** is 5.0 **FAR**.

10.2.4 Subdivision Lot Area and Dimensions

Community Sewer System	Minimum Lot Area	Minimum Lot Width
Not Connected	10,000 m^2 (2.47 ac)	30 m
Connected	2,025 m^2 (0.5 ac)	30 m

10.2.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column.

Lot Line Abutting a:	**Minimum Setback**		
	Dwelling Unit(s)	**Accessory Building(s)**	**Ground-Oriented Commercial Unit(s)**
Street	4.0 m	4.0 m	1.0 m
Laneway or **Alley**	~~3.0 m~~ 1.5 m	1.5 m	1.5 m
Housing Lot	3.0 m	1.5 m	1.5 m
Non-housing Lot	3.0 m	1.5 m	0.0 m
Party Wall	0.0 m	0.0 m	0.0 m

10.2.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Principal Building(s)	38 m (12 **Storeys**)
Accessory Building(s)	4.5 m

10.2.7 Development Regulations

.1 **Lots** in this zone must be provided with **Landscaping** to at least the extent indicated in ~~the left-hand column of~~ the following table and **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated ~~in the right-hand column of the table~~**.**

Minimum Landscaping Area	**Minimum Common & Private Amenity Area(s)**
20%	5 m^2 / ~~bachelor~~ studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
A minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.	

.2 ~~Where a proposed **Building** is located on a **Lot** abutting a **Laneway** or **Alley, Vehicle** access to the **Parking Area** serving the **Building** is only permitted from the **Laneway**~~. **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

.3 Common **Buildings**, facilities and amenities in strata plans shall be treated as **Accessory Buildings** for the purposes of determining their permitted **Height** and siting.

SECTION 11: Commercial Mixed-Use Zones

11.1 CMUN – Commercial Mixed-Use: Neighbourhood

11.1.1 Purpose

To allow for a range of ~~small~~ neighbourhood scale commercial, residential, and **Mixed-Use Housing** development up to 4 **Storeys** in **Height** to provide goods and services to residents at the neighbourhood level.

11.1.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Large Scale Multi-unit Housing	●	
Medium Scale Multi-unit Housing	●	
Mixed-Use Housing	●	
~~Small Scale Housing~~	~~●~~	
Small Scale Multi-unit Housing	●	
Commercial		
Accessory Parking		●
Food and Beverage Service	●	
Grocery Store	●	
Health Service	●	
Home Based Business		●
Housing Sales Centre		●
Indoor Sales and Service	●	
Light Manufacturing	●	
Minor Indoor Entertainment	●	
Office	●	
Short-term Rental Accommodation		●
Temporary Storage		●

Use	Principal	Accessory
Community		
Child Care Service	●	
Community Service	●	
Housing Care Centre	●	
Special Event		●
Supportive Housing	●	
Basic Services		
Emergency Services	●	
Essential Utility		●
Health Care Facility	●	
Minor Utility Services		●
Agricultural		
Urban Agriculture	●	

11.1.3 Density of Use

The maximum **Density** is 2.0 **FAR**.

11.1.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 500 m^2 (0.125 ac)
Minimum **Lot Width**: **Interior Lot**: 12 m
Exterior Lot: 18 m

11.1.5 Siting of Buildings

.1 **Buildings** and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot** or **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column of the table.

.2 For a **Garage** or carport that does not have an entry facing a **Street,** the setback from the **Street** shall be the same as the setback for a **Dwelling Unit.**

Lot Line Abutting a:	**Minimum Setback**			
	Commercial Uses	**Dwelling Unit(s)**	**Accessory Building(s)**	**Garage or carport**
Street	1.0 m	4.0 m	4.0 m	6.0 m
Laneway or Alley	1.5 m			
Housing-based Lot	1.5 m			
Non-housing-based Lot	0.0 m	1.5 m	1.5 m	N/A
Party Wall	0.0 m	0.0 m	0.0 m	N/A

11.1.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Principal Building(s)	18 m (4 **Storeys**)
Accessory Dwelling Unit(s)	8 m (2 **Storeys**)
Accessory Building(s)	4.5 m

11.1.7 Development Regulations

.1 **Lots** in this zone must be provided with **Landscaping** to at least the extent indicated in the ~~left-hand column of the~~ following table and **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated ~~in the right-hand column of the table~~.

Minimum Landscaping Area	**Minimum Common & Private Amenity Area(s)**
30%	5 m^2 / ~~bachelor~~ studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
A minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.	

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 50 m.

.3 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.** ~~Where there is no abutting **Laneway**, **Vehicle** access must be from a **Flanking Street** for **Corner Sites**~~

.4 Despite the **Setbacks** specified in Subsection 11.1.5:

i. **Surface Parking Lots** and loading, storage, and waste collection areas must not be located between a **Principal Building** and a **Street.** ~~and must provide a minimum 2.0 m wide **Landscape Buffer** where **Adjacent** to a **Street**.~~

~~ii. **Surface Parking Lots** and loading, storage, and waste collection areas may project into, or be located within, a **Setback** abutting another **Site** where a minimum 1.5 m wide **Landscape Buffer** is provided **Adjacent** to the **Lot Line**.~~ *Deleted.* *(Bylaw 6012)*

~~.5 A **Small Scale Housing Use** or **Small, Medium** or **Large Scale Multi-unit Housing Use** must only be located on the same **Lot** or **Site** as a **Mixed-Use Housing Use**.~~ *Deleted.* *(Bylaw 6012)*

11.2 CMUB – Commercial Mixed-Use: Business

11.2.1 Purpose

To allow for a range of medium scale commercial, residential, and **Mixed-Use Housing** development up to ~~8~~ 6 **Storeys** in **Height** to provide employment opportunities, services, retail, and housing at the community level.

11.2.2 Permitted Uses

.1 **Uses** permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Large Scale Multi-unit Housing	●	
Medium Scale Multi-unit Housing	●	
Mixed-Use Housing	●	
Small Scale Multi-Unit Housing	See 11.2.2.2	
Commercial		
Accessory Parking		●
Bar	●	
Cannabis Retail Store	●	
Cannabis Lounge		●
Commercial Storage		●
Food and Beverage Service	●	
Grocery Store	●	
Health Service	●	
Home Based Business		●
Hotel	●	
Housing Sales Centre		●
Indoor Sales and Service	●	
Light Manufacturing	●	
Liquor Store	●	
Major Indoor Entertainment	●	
Minor Indoor Entertainment	●	
Office	●	
Outdoor Sales and Service	●	
Outdoor Vending		●
Shopping Centre	●	

Use	Principal	Accessory
Short-term Rental Accommodation		●
Commercial continued		
Temporary Storage		●
Vehicle Support Service	●	
Industrial		
Indoor Self Storage		●
Community		
Child Care Service	●	
Community Service	●	
Housing Care Centre	●	
Special Event		●
Supportive Housing	●	
Basic Services		
Emergency Services	●	
Essential Utility		●
Health Care Facility	●	
Minor Utility Services		●

.2 Notwithstanding 11.2.2.1, **Small Scale Multi-Unit Housing** is a permitted **Use** on **Lots** that are:

i. Zoned **CMUB – Commercial Mixed-Use: Business**;

ii. located south of 43 Ave; and

iii. are less than 1,000 m^2 in **Lot Area.**

11.2.3 Density of Use

The maximum **Density** is 3.5 **FAR**.

11.2.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 2,025 m^2 (0.5 ac)
Minimum **Lot Width**: 30 m

11.2.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**. ~~according to the character of the **Building** or **Structure** described in the right-hand column of the table.~~

Lot Line Abutting a:	**Minimum Setback**
Street	1.0 m
Laneway or **Alley**	1.5 m
Housing-based Lot	1.5 m
Non-housing-based Lot	0.0 m
Party Wall	0.0 m

11.2.6 Size of Buildings

.1 **Buildings** and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Principal Building(s)	30 m (~~8~~ 6 **Storeys**)
Accessory Building(s)	4.5 m

.2 For the purposes of calculating **Height** in this zone, parking levels below **Finished Grade** will not count as a **Storey**, and up to 2 levels of parking above **Finished Grade** will not count as a **Storey**.

.3 For the purposes of calculating **Height** in this zone, rooftop accesses and enclosed storage areas that service rooftop **Common Amenity Areas** will not count as a **Storey**.

11.2.7 Development Regulations

.1 **Lots** in this zone must be provided with **Landscaping** to at least the extent indicated in ~~the left-hand column of~~ the following table and **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated ~~in the right-hand column~~.

Minimum Landscaping Area	**Minimum Common & Private Amenity Area(s)**
20%	5 m^2 / ~~bachelor~~ studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
A minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.	

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 80 m.

.3 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.** ~~Where there is no abutting **Laneway**, **Vehicle** access must be from a **Flanking Street** for **Corner Sites**.~~

.4 Despite the **Setbacks** specified in Subsection 11.2.5:

i. **Surface Parking Lots** and loading, storage, and waste collection areas must not be located between a **Principal Building** and a **Street.** ~~and must provide a minimum 2.0 m wide **Landscape Buffer** where **Adjacent** to a **Street**.~~

~~ii. **Surface Parking Lots** and loading, storage, and waste collection areas may project into, or be located within, a **Setback** abutting another **Site** where a minimum 1.5 m wide **Landscape Buffer** is provided adjacent to the **Lot Line**.~~ *Deleted.* *(Bylaw 6012)*

.5 ~~**Medium** or **Large Scale Multi-unit Housing Uses** must only be located on the same **Lot** or **Site** as a **Mixed-Use Housing Use**.~~ *Deleted.* *(Bylaw 6012)*

11.3 CMUC – Commercial Mixed-Use: Centre

11.3.1 Purpose

To allow for a range of large scale commercial, residential, and **Mixed-Use Housing** development up to 16 **Storeys** in **Height** to provide employment opportunities, services, retail, entertainment, and housing in the City Ceentre areas.

11.3.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Large Scale Multi-unit Housing	●	
Medium Scale Multi-unit Housing	●	
Mixed-Use Housing	●	
Commercial		
Accessory Parking		●
Bar	●	
Cannabis Retail Store	●	
Cannabis Lounge		●
Food and Beverage Service	●	
Grocery Store	●	
Health Service	●	
Home Based Business		●
Hotel	●	
Housing Sales Centre		●
Indoor Sales and Service	●	
Light Manufacturing	●	
Liquor Store	●	
Major Indoor Entertainment	●	
Minor Indoor Entertainment	●	
Office	●	
Outdoor Vending		●
Short-term Rental Accommodation		●
Temporary Storage		●

Use	Principal	Accessory
Community		
Child Care Service	●	
Community Service	●	
Housing Care Centre	●	
Special Event		●
Supportive Housing	●	
Basic Services		
Emergency Services	●	
Essential Utility		●
Health Care Facility	●	

11.3.3 Density of Use

The maximum **Density** is 5.0 **FAR**.

11.3.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 2,025 m^2 (0.5 ac)
Minimum **Lot Width**: 20 m

11.3.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, ~~according to the character of the **Building** or **Structure** described in the right-hand column of the table~~.

Lot Line Abutting a:	**Minimum Setback**
Street	1.0 m
Laneway or **Alley**	1.5 m
Housing-based Lot	~~3.0 m~~ 0.0 m
Non-housing-based Lot	0.0 m
Party Wall	0.0 m

11.3.6 Size of Buildings

.1 **Buildings** and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	Maximum Height
Principal Building(s)	60 m (16 **Storeys**)
Accessory Building(s)	4.5 m

.2 For the purposes of calculating **Height** in this zone, parking levels below **Finished Grade** will not count as a **Storey**, and up to 2 levels of parking above **Finished Grade** will not count as a **Storey**.

.3 For the purposes of calculating **Height** in this zone, rooftop accesses and enclosed storage areas that service rooftop **Common Amenity Areas** will not count as a **Storey**.

11.3.7 Development Regulations

.1 ~~Minimum **Common** and **Private Amenity Area** is 5 m^2 per **Dwelling Unit**.~~ **Lots** in this zone must not exceed the maximum **Site Coverage** indicated in the following table, and **Dwelling Units** must be provided with **Amenity Areas** of at least the extent indicated.

Maximum Site Coverage	Minimum Common & Private Amenity Area(s)
100%	5 m^2 / studio **Dwelling Unit** 10 m^2 / 1 bedroom **Dwelling Unit** 15 m^2 / **Dwelling Unit** with more than 1 bedroom
A minimum of 4 m^2 per **Dwelling Unit** of the required **Amenity Area** must be configured as **Common Amenity Area** that is accessible to all residents and must not be located within the required **Setbacks**.	

.2 Maximum total length of any **Building Frontage** for new construction, and of additions including the length of an existing **Building Frontage**, is 100 m.

.3 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.** ~~Where there is no abutting **Laneway**, **Vehicle** access must be from a **Flanking Street** for **Corner Sites**.~~

.4 Despite the **Setbacks** specified in Subsection 11.3.5:

i. **Surface Parking Lots** and loading, storage, and waste collection areas must not be located between a **Principal Building** and a **Street**. ~~and must provide a minimum 2.0 m wide **Landscape Buffer** where **Adjacent** to a **Street**.~~

ii. ~~**Surface Parking Lots** and loading, storage, and waste collection areas may project into, or be located within, a **Setback** abutting another **Site** where a minimum 1.5 m wide **Landscape Buffer** is provided **Adjacent** to the **Lot Line**.~~ *Deleted.* *(Bylaw 6012)*

.5 ~~**Medium** or **Large Scale Multi-unit Housing Uses** must only be located on the same **Lot** or **Site** as a **Mixed-Use Housing Use**.~~ *Deleted.* *(Bylaw 6012)*

.6 **Small Scale Multi-Unit Housing, Medium Scale Multi-Unit Housing**, and/or **Large Scale Multi-Unit Housing** can only be located on the same **Lot** or **Site** as a **Mixed-Use Housing Use** with a minimum of one principal commercial **Use** per **Site** on the following streets:

i. 30th Ave between 35 St and 27 St.

SECTION 12: Industrial

12.1 INDL – Light Industrial

12.1.1 Purpose

To allow for light industrial and a variety of small commercial businesses ~~with a high standard of design~~ that may carry out a portion of their operation outdoors or require outdoor storage areas.

12.1.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Security or Operator Dwelling Unit		●
Commercial		
Accessory Parking		●
Auction Sales	●	
Bar	●	
Cannabis Retail Store	●	
Cannabis Lounge		●
Commercial Storage		●
Food and Beverage Service	●	
Indoor Sales and Service	●	
Light Manufacturing	●	
Liquor Store	●	
Minor Indoor Entertainment	●	
Office		●
Outdoor Sales & Service	●	
Outdoor Vending		●
Temporary Storage		●
Vehicle Storage	●	
Vehicle Support Services	●	

Use	Principal	Accessory
Industrial		
Crematorium	●	
Drive-through Vehicle Services	●	
Indoor Self Storage	●	
Light Industrial	●	
Major Alcohol Production	●	
Shipping Container Storage	●	
Community		
Community Service	●	
Special Event		●
Basic Services		
Emergency Services	●	
Essential Utility		●
Minor Utility Services		●
Recycling Drop-off Centre	●	
Transit Facility	●	

12.1.3 Density of Use

The maximum **Density** is 2.0 **FAR**.

12.1.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 2,025 m^2 (0.5 ac)
Minimum **Lot Width**: 30 m

12.1.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**~~, according to the character of the **Building** or **Structure** described in the right-hand column of the table.~~

Lot Line Abutting a:	**Minimum Setback**
Street	6.0 m
Laneway or **Alley**	1.5 m
Housing-based Lot	6.0 m
Non-housing-based Lot	0.0 m
Party Wall	0.0 m

12.1.6 Size of Buildings

The maximum **Height** of **Buildings** and **Structures** is 15 m.

12.1.7 Development Regulations

.1 The minimum **Landscaping** area is ~~20%.~~ 10%.

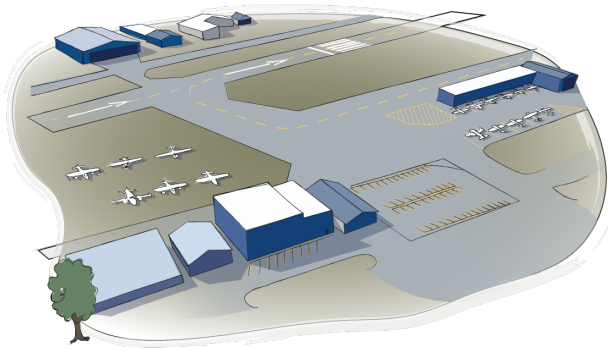
.2 One **Security or Operator Dwelling Unit** is permitted on a **Lot**.

.3 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

12.2 INDA – Airport Industrial

12.2.1 Purpose

A zone for the development and operation of an airport and associated industrial services.



12.2.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Security or Operator Dwelling Unit		●
Commercial		
Accessory Parking		●
Bar		●
Commercial Storage		●
Food and Beverage Service		●
Indoor Sales and Service		●
Light Manufacturing		●
Minor Fuel Station		●
Office		●
Outdoor Vending		●
Temporary Storage		●
Industrial		
Aerospace Research and Development	●	
Aircraft Services	●	
Airport Terminal and Navigation Facilities	●	
Light Industrial	●	
Major Fueling Station		●
Community		
Special Event		●
Basic Services		
Emergency Services	●	
Essential Utility		●
Minor Utility Services		●
Transit Facility		●

12.2.3 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: 2,025 m^2 (0.5 ac)
Minimum **Lot Width**: 25 m

12.2.4 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**. ~~according to the character of the **Building** or **Structure** described in the right-hand column of the table.~~

Lot Line Abutting a:	**Minimum Setback**
Street	6.0 m
Laneway or **Alley**	4.5 m
Housing-based Lot	10.0 m
Non-housing-based Lot	0.0 m
Party Wall	0.0 m

12.2.5 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Airport Facilities and Structures	**Height** as established in the *Regional Airport Zoning Regulations Bylaw No. 4578*
Airport Industrial Buildings	10 m
Mechanical Structures	unrestricted

12.2.6 Development Regulations

.1 The maximum **Site Coverage** is ~~80%.~~ 90%.

.2 One **Security or Operator Dwelling Unit** is permitted on a **Lot**.

SECTION 13: Community & Servicing

13.1 CMTY – Community

13.1.1 Purpose

To provide a zone for community **Uses** including civic services, outdoor recreation, indoor and outdoor entertainment, and **Accessory** commercial **Uses**.

13.1.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Security or Operator Dwelling Unit		●
Commercial		
Accessory Parking		●
Food and Beverage Service		●
Health Service	●	
Indoor Sales and Service		●
Major Indoor Entertainment	●	
Minor Indoor Entertainment	●	
Office	●	
Outdoor Entertainment	●	
Outdoor Vending		●
Temporary Storage		●
Community		
Child Care Service	●	
Community Service	●	
Government Services	●	
Housing Care Centre	●	
Library	●	
Outdoor Recreation Facility	●	
Park	●	
School	●	
Special Event		●
Supportive Housing	●	

Use	Principal	Accessory
Basic Services		
Cemetery	●	
Detention Facility	●	
Emergency Services	●	
Essential Utility		●
Health Care Facility	●	
Minor Utility Services		●
Transit Facility		●

13.1.3 Density of Use

The maximum **Density** is 3.0 **FAR**.

13.1.4 Subdivision Lot Area and Dimensions

The minimum **Lot Area** is 500 m^2 (0.12 ac).

13.1.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**, according to the character of the **Building** or **Structure** described in the right-hand column of the table.

Lot Line Abutting a:	Minimum Setback	
	Principal Building(s)	Accessory Building(s)
Street	6.0 m	6.0 m
Laneway or Alley	7.5 m	1.5 m
Housing-based Lot	4.5 m	1.5 m
Non-housing-based Lot	3.0 m	1.5 m
Party Wall	0.0 m	0.0 m

13.1.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	Maximum Height
Principal Building(s)	22 m
Accessory Building(s)	4.5 m

13.1.7 Development Regulations

.1 The minimum **Landscaping** area is 10%.

.2 One **Security or Operator Dwelling Unit** is permitted on a **Lot**.

.3 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

13.2 UTIL – Utilities

13.2.1 Purpose

To allow for development and protection of infrastructure, systems and facilities that provide a public benefit.

13.2.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Security or Operator Dwelling Unit		●
Commercial		
Accessory Parking		●
Commercial Storage		●
Office	●	
Stand Along Parking Facility	●	
Temporary Storage		●
Community		
Park		●
Basic Services		
Emergency Services	●	
Essential Utility	●	
Major Utility Services	●	
Minor Utility Services	●	
Transit Facility	●	

13.2.3 Density

The maximum **Density** is 1.0 **FAR**.

13.2.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: N/A
Minimum **Lot Width**: N/A

13.2.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**. ~~according to the character of the **Building** or **Structure** described in the right-hand column of the table.~~

Lot Line Abutting a:	**Minimum Setback**
Street	6.0 m
Laneway or **Alley**	4.5 m
Housing-based Lot	7.5 m
Non-housing-based Lot	4.5 m
Major Utility abutting any non-industrial Lot	10.0 m
Party Wall	0.0 m

13.2.6 Size of Buildings

Buildings and **Structures** of the type indicated in the left-hand column of the following table must not exceed the **Height** indicated in the right-hand column of the table.

Type	**Maximum Height**
Building(s)	12 m
Mechanical Structure(s)	unrestricted

13.2.7 Development Regulations

.1 The minimum **Landscaping** area is 10%.

.2 One **Security or Operator Dwelling Unit** is permitted on a **Lot**.

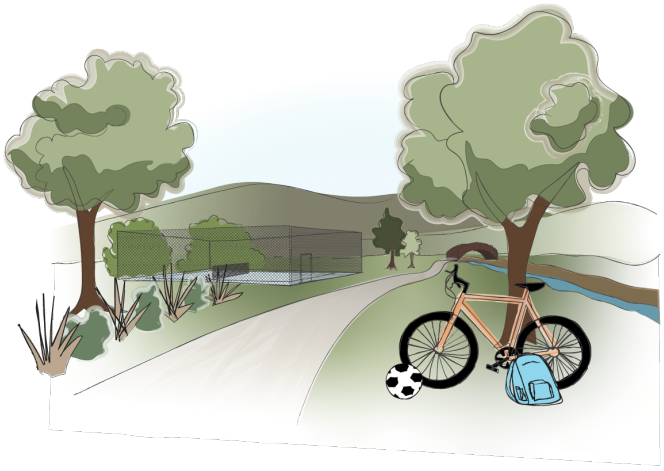
.3 **Vehicle** access must be from an abutting **Laneway** where a **Laneway** is available. Where no **Laneway** is available, access shall be from the lower classification of road. One **Vehicle** access per **Site** shall be permitted, or as determined by the **Director of Planning & Community Services.**

SECTION 14: Parks

14.1 PANS – Parks & Natural Spaces

14.1.1 Purpose

To provide a zone primarily for the preservation and enhancement of natural space, for the protection of sensitive or endangered species habitat and identified cultural sites, and outdoor recreation and with limited facilities.



14.1.2 Permitted Uses

Uses permitted as **Principal** or **Accessory Uses** in this zone are indicated with the symbol ● in the following table and **Uses** not listed are prohibited.

Use	Principal	Accessory
Housing		
Security or Operator Dwelling Unit		●
Commercial		
Accessory Parking		●
Campsite	●	
Food and Beverage Service		●
Indoor Sales and Service		●
Marina	●	
Major Indoor Entertainment	●	●
Minor Indoor Entertainment	●	●
Office		●
Outdoor Entertainment	●	●
Outdoor Vending		●
Temporary Storage		●
Community		
Child Care Service		●
Community Service		●
Housing Care Centre		●
Library		●

Use	Principal	Accessory
Community Continued		
Outdoor Recreation Facility	●	
Park	●	
School		●
Special Event		●
Supportive Housing		●
Basic Services		
Cemetery	●	
Emergency Services	●	●
Essential Utility		●
Minor Utility Services		●
Transit Facility		●
Agricultural		
Urban Agriculture		●

14.1.3 Density of Use

The maximum **Density** is 1.0 **FAR**.

14.1.4 Subdivision Lot Area and Dimensions

Minimum **Lot Area**: N/A
Minimum **Lot Width**: N/A

14.1.5 Siting of Buildings

Buildings and **Structures** must be sited at least the distance indicated in the following table from an abutting **Street**, **Lot**, **Laneway** or **Alley**. ~~according to the character of the **Building** or **Structure** described in the right-hand column of the table.~~

Lot Line Abutting a:	**Minimum Setback**
Street	6.0 m
Laneway or **Alley**	3.0 m
Housing-based Lot	4.5 m
Non-housing-based Lot	3.0 m
Party Wall	0.0 m

14.1.6 Size of Buildings

The maximum **Height** of **Buildings** and **Structures** is 15 m.

14.1.7 Development Regulations

.1 One **Security or Operator Dwelling Unit** is permitted on a **Lot**.

.2 The maximum **Site Coverage** is 20%.

SECTION 15: Comprehensive Development

15.6 CD6 – Comprehensive Development Area 6

15.6.1 Purpose

This Zone is intended to enable a cohesive and integrated small lot residential neighbourhood with a mix of ground oriented single family housing types and a small neighbourhood mixed use commercial node.

15.6.2 Interpretation

In the event of any conflict or inconsistency between provisions set out in this CD6 Zone and provisions set out elsewhere in Bylaw #5000, as amended, then the applicable provision in CD6 Zone shall govern and apply. Schedule B in *Zoning Bylaw #5000* does not apply.

15.6.3 Definitions

In this CD6 Zone, definitions provided in Bylaw #5000 apply. In addition, the following definitions shall apply:

Development Plan means the development intent for the CD6 Zone as shown on General Schedule # 1.

Density, gross means a measure of the intensity of development to the area of the site, and includes the whole number of units on a site measured in units/area or **floor space ratio** as the case may be.

Density, net means a measure of the intensity of development to the area of the site, and includes the whole number of units on a site measured in units/area or **floor space ratio,** as the case may be, however does not include dedicated public spaces such as parks, **streets** and **lanes**.

Housing Type means the different residential built forms which are to be constructed on the individual **lots**.

Lands means the area shown within the boundaries of General Schedule #1 to which CD6 applies.

Parcel means the individual **lots** identified on the **Development Plan.**

Phased Development Agreement means the agreement of how the **Development Plan** is to be achieved as set out in *Bylaw #5705 "City of Vernon Phased Development Agreement (McMechan) Bylaw No. 5705, 2018"*.

Row Housing, **Stacked** means **row housing**, except that **dwellings** may be arranged two deep, either horizontally so that **dwellings** may be attached at the rear as well as the side, or vertically so that

dwellings may be placed over others. Each **dwelling** will have an individual access to outside, not necessarily at grade, provided that no more than two units share a corridor, steps or path.

Secondary Suite means a self-contained secondary **dwelling** unit located within **single detached housing types 1 and 2**, or in a **secondary building**. A secondary suite has its own separate cooking, sleeping and bathing facilities. It has direct access to outside without passing through any part of the primary **dwelling** unit. The property owner must reside in either the primary dwelling unit or the **secondary suite.**

Single Detached Housing Type 1 means a detached **building** containing one **dwelling** unit, designed exclusively for occupancy by one household, and may include a secondary suite.

Single Detached Housing Type 2 means a **building** containing one **dwelling** unit designed exclusively for occupancy by one household, having one interior zero lot line side yard and one interior side yard measuring more than one metre, and may include a **secondary suite.**

Single Detached Housing Type 3 means a **building** containing one **dwelling** unit designed exclusively for occupancy by one household, having zero lot line side yards on two interior side yards, and may not include **a secondary suite.** No part of any **dwelling** is placed over another in part or in whole and every **dwelling** unit shall have a separate, individual, direct access to grade.

15.6.4 Parcels Subject to Parcel Specific Regulations

- The **Lands** may only be subdivided into **parcels** in substantial compliance with the **Development Plan** attached hereto as General Schedule #1.
- The **buildings** permitted on each parcel will be in substantial compliance with the **Development Plan** attached hereto as General Schedule #1.
- The development of each **parcel** shall be in accordance with the development regulations set out herein and within the **Phased Development Agreement**.

15.6.5 Permitted Uses

The Lands shall only be used for the following uses:

A) Parks are permitted as shown in the General Schedule #1

B) Residential

Primary Uses:

- row housing, stacked
- single detached housing, types 1, 2 and 3

Secondary Uses:

- care centre, minor
- home based businesses, minor
- secondary suites (only in single detached housing, types 1 and 2)
- utilities, minor

C) Community Neighbourhood Commercial

Primary Uses:

- artist studio
- care centre, major
- community recreation centres
- food primary establishment (excluding drive-through services)
- liquor primary establishment, minor
- participant recreation services - indoor
- personal services
- farmers' market
- public market
- retail store, convenience

Secondary Uses:

- apartment housing
- home based businesses, minor

15.6.6 Development Regulations - Density

- The minimum **net density** shall be 31 **dwelling** units per hectare (12.5 **dwelling** units per acre) and the maximum **net density** shall be 49 **dwelling** units per hectare (20 **dwelling** units per acre) of the land dedicated to residential use and the residential portion of mixed use development. **Secondary suites** shall not constitute a **dwelling** unit when calculating **density**.
- The maximum number of **dwelling units** permitted on each **parcel** shall be 1; except a maximum of 5 – 4 unit **row housing**, **stacked** developments shall be permitted within the **Development Plan**.
- The maximum community neighbourhood commercial **gross floor area** shall be 1,500m^2.

15.6.7 General Development Regulations

In the CD6 zone, no building shall be constructed, located, altered and no plan of subdivision approved except in accordance with the regulations as set out below:

Lot Size and Width

Use	Lot Size		Lot Width	
	Minimum	Maximum	Interior	Corner
Residential	120 m^2	950 m^2	5.5 m	10 m
Commercial	550 m^2	1900 m^2	5.5 m	10 m

Building Height, Maximum

Residential Buildings	Secondary Buildings and Structures	Commercial/Residential Mixed Use
10.5m. The street face of the dwellings shall not exceed 2.5 storeys.	4.5m, except may be 6.2m where a secondary suite is located above a garage	12.5m

Lot Coverage, Maximum

All structures: 85%
All impermeable surfaces: 90%

Building Siting

Front Yard, minimum	3.0 m, except it is 2.0 m for garage entrances
Rear Yard, minimum	4.5 m, except it is 1.5 m for a garage accessed off the lane
Side Yard, minimum	2.5 m for all flanking street side yards 1.2 m for Single Detached Housing Type 1 1.2 m on one side, 0.0 m on the other side for Single Detached Housing Type 2 0.0 m for Single Detached Housing Type 3
Horizontal Distance Between Buildings on the same lot, minimum	2.0m
Width of Dwelling Unit, minimum	5.5m
Usable Outdoor Private Open Space, minimum	12.0m2 per Single Detached Housing dwelling unit, all types 5.0m2 per apartment dwelling unit or stacked row housing dwelling unit

Fence Height and Siting

Front Yard, maximum height	1.0m
Rear Yard, maximum height	1.5m, except 1.2m on Mutrie Road and 43rd Avenue
Side Yard, maximum height	1.5m
Flanking Yard, maximum height	1.2m
Rear Yard, minimum setback on a lane	1.5m, except 2.0m where a garage is sited at a minimum rear yard setback of 1.5m

15.6.8 Development Regulations - Vehicle and Bicycle Parking Regulations

The general parking, loading and Class 1 and Class 2 bicycle parking regulations in *Bylaw #5000*, as amended, apply to CD6. All types of **single detached housing** will be classified as **single detached housing** for parking regulation purposes.

15.6.9 Development Regulations – Secondary Suites

The general **secondary suite** regulations in *Bylaw #5000*, as amended, apply to this CD6, except as specified below.

- The maximum floor area of a secondary suite shall be no greater than 40% of the total residential **gross floor area** on the **lot**.

15.6.10 Development Regulations – Landscape & Screening

For certainty, the regulations in *Bylaw #5000*, as amended, Section 6.0, Landscape and Screening, do not apply to **Lands** in the CD6 Zone. A detailed landscape and screening plan as per the **Phased Development Agreement** would be provided as part of the Subdivision requirements.

15.6.11 Development Regulations – other

- Where a **parcel** has access to a lane, vehicular access to the **parcel** is only permitted from the lane.
- **Apartment housing** requires separate at-grade access from the commercial uses.
- For multiple housing, one office may be operated for the sole purpose of the management and operation of the **multiple housing** development.
- In addition to the regulations listed above, other regulations may apply. These include the general development regulations of Section 4 (secondary development, yards, projections into yards, lighting, agricultural setbacks, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7, unless otherwise specified in this CD6 Zone.

15.6.12 List of Schedules

The following schedule is attached hereto and forms part of this CD6:

1. General Schedule #1: Development Plan

15.6.13 Form and Character Design Guidelines

The following is provided to guide intensive residential development within Comprehensive Development Area 6, to set the terms for Development Permit requirements for subdivision and the form and character of residential and commercial development.

1.0 Neighbourhood Vision

The design of this small lot residential development is a modern and unique neighbourhood that residents are proud of. Quality building design and pedestrian friendly streets create a human scale environment that people feel comfortable in. A small commercial node with residential units above provides services to surrounding neighbourhoods. Landscape treatments soften the building massing and beautifies and cools streets, active laneways, pathways, parks and yards.

The Highlands of East Hill Neighbourhood shall:

1.1 Foster a neighbourhood that is designed to calm vehicular traffic speeds and encourage walking and cycling within a conducive and safe environment.

1.2 Orient homes towards pedestrian friendly streets with enhanced front entrances such as porches.

1.3 Use landscaping and trees to soften the small lot density of the neighbourhood – tree canopy cools, provides shade, creates habitat and aids storm water management while respecting view corridors.

Provide amenities designed for people to move, play and connect including park space, trail connections and active laneways.

1.4 Provide a variety of housing forms in each phase of the neighbourhood.

2.0 Architectural Form and Character

Architectural character at Highlands is focused on site-appropriate expression of massing and street rhythm. Design will encourage the use of complementary elements that are responsive to the specific conditions of that location. The following design principles shall apply:

2.1 Dwellings will be oriented towards the street where possible and primary vehicle access will be provided off a laneway, where one exists.

2.2 Residential development will be well articulated through the use of entryways, windows, bump outs, insets and exterior finishing treatments.

2.3 Incorporation of porches, stoops, outdoors spaces (such as patios) or combinations thereof shall be provided to soften and break-up building massing and provide protected outdoor amenity areas when feasible.

2.4 Dwellings that are located between internal roads and Mutrie Road or 43rd Avenue shall present well to both street faces through articulation and finishing.

2.5 Exterior setback wall faces (usually corner lots), where visible from streets (flanking street), shall be given an increased level of treatment to break up massing and minimize blank walls through the use of articulation and varying materials, colors, textures and landscape treatments. Particular attention and increased treatment shall also be given to 3 storey wall faces in interior side yard and flanking yards.

2.6 Where garages are accessed from a street, garage setbacks shall vary where possible to avoid uninterrupted wall faces. Where setbacks and lot sizes restrict variation, a distinct variety of garage door colours, tones, treatment and or design are required.

2.7 Building forms and rooflines shall be varied to add individuality and visual interest.

2.8 A variety of complementary materials, textures and colours will be used on adjacent and attached housing types to break up massing and provide a distinct identity between dwelling units (attached or adjacent). Repetitive and monotonous building forms and finishing shall be avoided.

2.9 Durable finishing materials shall be used for longevity. Vinyl siding is not permitted.

3.0 Fencing

Generally, front yard fences are discouraged, given small front yard setbacks. Side and rear yard fencing may provide privacy with supplemental landscaping. The following fencing principles shall apply:

3.1 Where fencing is desired, details of construction and location shall be provided as part of a Development Permit application.

3.2 A variety of complementary fencing materials, colours, styles and construction methods shall be used so that no more than two adjacent dwellings have the same fence. Repetitive and monotonous fencing shall be minimized.

3.3 Fencing and landscape treatments should promote Crime Prevention Through Environmental Design (CPTED) principles of street and lane activity observation. Generally, everything above 1.2 m in height should be permeable.

3.4 Front yard fences, and fences on Mutrie Road and 43rd Avenue, shall be a minimum of 40% permeable.

3.5 Fencing is encouraged to be combined with supplemental landscaping.

3.6 Where applicable, vegetative buffers should be provided adjacent to agricultural land as per Provincial agricultural buffer requirements.

4.0 Neighbourhood Commercial

A small mixed use commercial node is encouraged to serve surrounding neighbourhoods. The architecture and design of the commercial node shall complement the surrounding residential development. The following design principles apply:

4.1 The building shall be well articulated with entrances and windows minimizing blank walls.

4.2 The building form should reflect the intended commercial use.

4.3 A variety of colours, materials and textures will be used to break up the massing of the building.

4.4 Residential units above the commercial shall have their own separate entrance and be visually differentiated from the commercial through design treatment.

4.5 Only small scale signage is permitted to respect the residential character of the neighbourhood. Back lit signage is not permitted. Signage details shall be submitted as part of a Development Permit application.

4.6 A lighting plan, respecting CPTED principles, is required as part of a Development Permit application.

General Schedule #1

SECTION 16: Overlays and Modifiers

16.1 Overlays

The following diagram is provided to illustrate how Overlays and Modifiers described in Section 16.1 and Section 16.2 will be visually shown on specific areas of the zoning map.

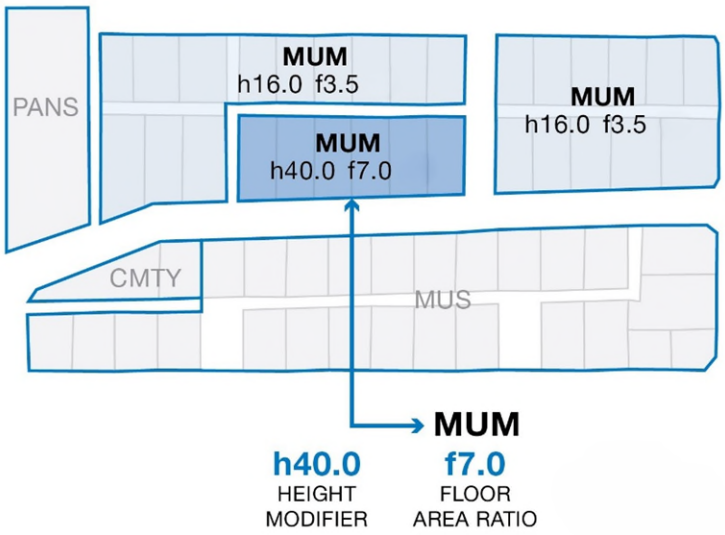


Diagram 16.1 — Overlays and Modifiers

16.1.1 Purpose

Overlays provide for additional development regulations to be superimposed on specific areas of the zoning map that supersede or add to the development regulations of the underlying zone. Overlays are used to authorize additional **Use(s)** or alter the **Density** authorized on a specific **Lot**.

16.1.2 Permitted Uses

.1 The **Use** of **Drive-through Services** is permitted as a **Principal Use** only on the **Lot** as indicated in the first, second and third columns of the following table, or only to the portion of that **Lot** indicated in the right-hand column of following table, where applicable:

PID	Legal Description	Civic Address	Unit Number
025-001-264	LOT 1 PLAN KAP68506 TOWNSHIP 8 ODYD SECTION 10 & 11, EXCEPT PLAN KAP70210, KAP72044	5608 24 Street	2501 58 Avenue

025-507-028	LOT A PLAN KAP72044 SECTION 10 TOWNSHIP 8 ODYD	2601 58 Avenue	N/A
029-853-401	LOT 1 PLAN EPP60371 SECTION 10 TOWNSHIP 8 DISTRICT LOT 38 ODYD	5580 Anderson Way	101
027-682-757	LOT 1 PLAN KAP87698 DISTRICT LOT 38 ODYD	5100 Anderson Way	101
026-188-767	LOT 1 PLAN KAP77261 SECTION 10 TOWNSHIP 8 DISTRICT LOT 38 ODYD	4901 Anderson Way	N/A
004-945-051	LOT 1 PLAN 26303 SECTION 10 TOWNSHIP 8 ODYD EXCEPT PLAN H16713 37277 KAP63954	5300 26 Street	N/A
004-634-195	LOT 2 PLAN 28089 SECTION 10 TOWNSHIP 8 ODYD	2505 53 Avenue	N/A
003-862-461	LOT 4 PLAN 30708 SECTION 10 TOWNSHIP 8 ODYD EXCEPT PLAN KAP63488	5101 26 Street	N/A
023-181-290	LOT A PLAN KAP55353 DISTRICT LOT 38 ODYD	4301 32 Street	N/A
004-412-630	LOT A PLAN 27999 SECTION 3 TOWNSHIP 8 ODYD	4209 32 Street	N/A
008-336-709	LOT 1 PLAN 17932 SECTION 3 TOWNSHIP 8 ODYD EXCEPT PLAN KAP81006	3703 32 Street	N/A
006-178-570	LOT A PLAN 23950 SECTION 3 TOWNSHIP 8 ODYD	3507 32 Street	N/A
017-322-219	LOT A PLAN KAP45003 SECTION 34 TOWNSHIP 9 ODYD EXCEPT PLAN EPP7986	3101 Highway 6	119
031-171-699	LOT 1 PLAN EPP103411 SECTION 3 TOWNSHIP 8 ODYD	3606 27 Street	N/A
031-171-699	LOT 1 PLAN EPP103411 SECTION 3 TOWNSHIP 8 ODYD	3606 27 Street	1
029-176-492	LOT A PLAN EPP32234 SECTION 3 TOWNSHIP 8 ODYD EXCEPT PLAN EPP51015	3510 27 Street	N/A
025-030-361	LOT 1 PLAN KAP68885 SECTION 34 TOWNSHIP 9 ODYD	2800 27 Street	N/A
025-766-074	LOT 4 PLAN KAS2573 SECTION 34 TOWNSHIP 9 ODYD	2601 Highway 6	14
023-772-115	LOT A PLAN KAP59246 SECTION 34 TOWNSHIP 9 ODYD	2306 Highway 6	300
004-820-321	LOT A PLAN 24347 DISTRICT LOT 72 ODYD EXCEPT PLAN KAP61745	3202 32 Street	3300 32 Street
023-943-661	LOT A PLAN KAP60480 DISTRICT LOT 72 ODYD EXCEPT PLAN KAP89965	2806 32 Street	N/A

008-409-498	LOT 2 PLAN 38646 DISTRICT LOT 66 ODYD	4513 25 Avenue	N/A
026-007-975	LOT B PLAN KAP76006 DISTRICT LOT 66 ODYD	5205 25 Avenue	N/A
023-682-582	LOT A PLAN KAP58662 DISTRICT LOT 66 ODYD	5301 25 Avenue	101
010-030-069	LOT 3 PLAN 7201 SECTION 26 TOWNSHIP 9 ODYD	805 Kalamalka Lake Road	N/A

.2 The **Use** of **Minor Fuel Station** is permitted as a **Principal Use** only on the **Lot** as indicated in the first, second and third columns of the following table, or only to the portion of that **Lot** indicated in the right-hand column of following table, where applicable:

PID	Legal Description	Civic Address	Unit Number
005-762-545	LOT 14-15 PLAN 3144 SECTION 2 TOWNSHIP 8 ODYD	4600 Pleasant Valley Road	101
018-102-387	LOT 1 PLAN KAP49064 SECTION 26 TOWNSHIP 9 ODYD	1250 Middleton Way	N/A
014-095-467	LOT A PLAN 41263 DISTRICT LOT 72 ODYD	2409 34 Street	N/A
024-819-751	LOT A PLAN KAP67162 DISTRICT LOT 72 ODYD EXCEPT PLAN EPP7989	2501 34 Street	N/A
006-643-906	LOT 1 SECTION 3 TOWNSHIP 8 ODYD PLAN 5748 EXCEPT PLANS M8368 AND KAP70028	3201 39 Avenue	N/A
018-316-247	LOT 1 PLAN KAP50117 SECTION 34 TOWNSHIP 9 ODYD SS1874	3305 32 Street	N/A
018-309-640	LOT A PLAN KAP50040 DISTRICT LOT 72 ODYD	3400 32 Street	N/A
012-436-488	LOT 10-15 BLOCK 32 PLAN 327 SECTION 34 TOWNSHIP 9 ODYD	3401 32 Street	N/A
029-737-621	LOT 1 PLAN EPP51015 SECTION 3 TOWNSHIP 6 ODYD	3530 27 Street	N/A
002-886-928	LOT A PLAN 35167 SECTION 3 TOWNSHIP 8 ODYD	3603 32 Street	N/A
016-059-310	LOT A PLAN 43078 SECTION 3 TOWNSHIP 8 ODYD EXCEPT PLAN KAP69770, THE WESTERLY 8.7 FEET OF LOT 1 PLAN 374 MEASURED ALONG THE NORTHERLY AND SOUTHERLY BOUNDARIES THEREOF EXCEPT PLAN 43078	3804-3800 32 Street	N/A
016-202-112	LOT 2 PLAN 43280 DISTRICT LOT 38 ODYD	4300 32 Street	N/A
017-321-450	LOT 2 PLAN KAP45000 SECTION 66 ODYD	4301 25 Avenue	N/A
010-971-009	LOT 1 PLAN 2722 SECTION 3 TOWNSHIP 8 ODYD	4415 27 Street	N/A
003-248-232	LOT A PLAN 33114 SECTION 3 TOWNSHIP 8 ODYD EXCEPT PLAN KAP57355	4500 27 Street	N/A
005-572-380	LOT 2 PLAN 25213 SECTION 10 TOWNSHIP 8 ODYD	4800 27 Street	N/A

026-009-137	LOT 1 PLAN KAP76023 SECTION 10 TOWNSHIP 8 DISTRICT LOT 38 ODYD EXCEPT PLAN KAP77261	5001 Anderson Way	N/A
004-163-494	LOT 1 PLAN 11474 DISTRICT LOT 66 ODYD FOR REFERENCE TO CORNER GROCERY MOBILE HOME PARK BAYS SEE FOLIOS 70008.010 ET AL	5487 Okanagan Landing Road	N/A
009-422-277	LOT 3 PLAN 12496 DISTRICT LOT 66 ODYD EXCEPT PLAN 14711 & KAP86916	6021 Okanagan Landing Road	N/A

16.2 Modifiers

16.2.1 Purpose

Modifiers provide for alterations to development regulations of an underlying zone on a specific **Lot** or in specific areas of the City. Typical examples include **Height** modifier, **Setback** modifier, **Lot Area** modifier and **Lot Width** modifier.

16.2.2 Development Regulations

There are currently no modifiers enacted in the City of Vernon.

Schedule A – Zoning Map

Schedule B – Transit Oriented Development Area Maps

BRITISH
COLUMBIA

VIA EMAIL

Ref. 678508

June 27, 2025

His Worship Victor I. Cumming
Mayor of the City of Vernon
3400 – 30th Street
Vernon BC V1T 5E6
Email: mayor@vernon.ca; SSmith@vernon.ca

Dear Mayor Cumming:

Thank your April 28, 2025 letter, addressed to Premier David Eby and Harwinder Sandhu, MLA for Vernon-Monashee, regarding the BC Liquor Distribution Branch's (LDB) supports for British Columbia's craft distillers. As Minister responsible for the LDB, I am pleased to respond.

I recognize the recent removal of U.S. made liquor products from BCLIQUOR (BCL) stores has created new opportunities for local producers. I recently met with the Craft Distillers Guild of British Columbia, who represents the interests of the craft distilling industry and is a member of the government's Business Technical Advisory Panel (BTAP) that focuses on liquor policy. Please be assured that the concerns and perspectives shared by the craft distilling sector are being heard and carefully considered.

The LDB is a strong supporter and advocate for British Columbia's liquor manufacturers, and continues to implement programs to support local industries, including stocking and promoting BC and Canadian-made products and through initiatives such as dedicated "Buy Local" months, which feature BC craft products. BCL also regularly includes regional producer profiles in BCL's *taste* magazine, as well as in traditional and digital advertising and through social media channels with dedicated marketing campaigns.

To further enhance its support of BC and Canadian manufacturers, BCL has taken immediate action to add more locally produced products in its stores, including 10 more BC craft spirits, and will continue to do so over the coming weeks and months. Given these extraordinary times, I have directed the LDB to explore further ways to reduce barriers for local producers seeking shelf space in BCL stores following the removal of US-made products. The LDB is taking progressive steps in line with this directive.

.../2

Ministry of
Public Safety
and Solicitor General

Office of the Minister

Mailing Address:
Parliament Buildings
Victoria BC V8V 1X4

In our province, different liquor manufacturers operate under distinct sales agreements, each with specific eligibility criteria and requirements. The LDB provides additional benefits to manufacturers that meet these high standards for local input use and production quality. For example, to be classified as a BC craft distillery, a distillery must meet various criteria, including using 100 per cent BC agricultural inputs and producing no more than 100,000 L of spirits annually.

It is worth highlighting that the majority of craft distillers in British Columbia produce under 5,000 L annually with the largest annual production volume being under 30,000 L. This benefit is intended to support the growth and sustainability of the craft distilling sector by providing distilleries with lower production volumes greater market access and opportunities to sell directly to licensed customers.

In recognition of their investment, BC craft distillers can direct deliver their products to thousands of private liquor stores, licensed restaurants, pubs, and bars across the province, and are subject to a reduced graduated mark-up depending on their annual production volume on those products they direct deliver. This benefit is intended to support the growth and sustainability of the craft distilling sector by providing greater market access and opportunities for small producers.

As you may know, in January 2024, the LDB began a review of its sales agreements relating to the direct sale and delivery liquor products manufactured in British Columbia. The purpose of this review is to ensure the sales agreements, which outline the requirements, restrictions, and many of the benefits for BC manufacturers, continue to align with government policy objectives. As part of this process, the LDB conducted extensive consultations with BC's distilling sector in Fall 2024. Distillers were invited to complete a survey and participate in a roundtable session to share their perspectives on the most significant challenges facing the industry. This included valuable input from the Craft Distillers Guild of British Columbia.

The LDB will review the feedback provided by the Guild and other stakeholders within the context of broader government policy objectives such as promoting BC agricultural inputs, supporting agri-tourism, encouraging the growth of small BC businesses, fostering employment and economic activity.

As government continues to work with BC's craft distilleries, any new or enhanced requests for support must be carefully balanced with broader government policy objectives and public funding priorities, ensuring that essential services remain properly funded. In 2023/2024 alone, the LDB contributed just over $1 billion to the Government of British Columbia. These funds – generated in large part through the liquor industry – help fund vital public services, including health care, social services, and public education, which benefit all British Columbians.

I appreciate your writing.

Sincerely,

Garry Begg
Minister of Public Safety and Solicitor General

pc: The Honourable David Eby, KC
Harwinder Sandhu, MLA

THE CORPORATION OF THE CITY OF VERNON

3400 - 30TH STREET VERNON, BRITISH COLUMBIA V1T 5E6

TELEPHONE (250) 545-1361 FAX (250) 545-4048

OFFICE OF THE MAYOR

File: 0410-20

April 25, 2025

The Honourable David Eby, M.L.A.
Premier of British Columbia via email: Premier@gov.bc.ca

Harwinder Sandhu, M.L.A.
Vernon-Lumby via email: Harwinder.Sandhu.MLA@leg.bc.ca

Dear Premier Eby and M.L.A. Sandhu:

Re: Advocating for Inclusion of BC Craft Spirits in Government Liquor Stores and Revising Production Caps for BC Craft Distilleries

On behalf of City of Vernon Council, I am writing to provide our support of the Greater Vernon Chamber of Commerce's letter to you dated February 10, 2025, advocating for policies that support the inclusion of BC craft spirits in government liquor stores and the elimination or increase of the current production cap for BC Craft Distilleries.

Current provincial regulations limit full craft designation benefits to distilleries producing up to 50,000 litres of spirits annually, with reduced support up to 100,000 litres. These limits financially penalize distilleries that exceed the threshold, discouraging growth and expansion in a sector vital to local economies, tourism, agriculture, and innovation.

We believe these restrictions are outdated, especially given recent retaliatory tariffs and the removal of U.S. liquor products from publicly owned stores. These actions highlight the need to support domestic producers and improve access to local, BC-made spirits.

We advocate for reevaluating the cap and related policies to foster responsible growth and business development. A flexible, updated framework would better support the Province's objectives for economic development, food and beverage innovation, and rural resilience.

The City of Vernon urges the Province to:

1. Review and raise, or eliminate the 50,000-litre cap on annual production for full craft designation;
2. Implement a non-punitive, graduated scale that promotes sustainable business growth; and
3. Align BC's regulatory framework with its economic development and Buy Local priorities.

City of Vernon Council is committed to advocating for a business environment that empowers local entrepreneurs, supports regional economies, and reflects the changing needs and opportunities within British Columbia's communities.

Attached is the letter from the Greater Vernon Chamber of Commerce dated February 10, 2025, advocating for BC Craft Distilleries.

Thank you for your consideration of this matter.

Sincerely,

Victor I. Cumming
Mayor

Copy: City of Vernon Council
Greater Vernon Chamber of Commerce

Enclosures

THE GREATER
VERNON
CHAMBER

#204-3002 32 Ave
Vernon, BC V1T 2L7
manager@vernonchamber.ca
250.545.0771

February 10, 2025

David Eby
Premier of BC
Premier@gov.bc.ca

Harwinder Sandhu
MLA Vernon - Lumby
Harwinder.Sandhu.MLA@leg.bc.ca

Dear Premier Eby and MLA Sandhu,

On behalf of the Greater Vernon Chamber of Commerce, I write to express our appreciation for the government's recent initiative to promote Canadian-made spirits by temporarily removing certain U.S. products from BC Liquor Store shelves. This action has provided a noticeable boost to local distilleries as consumers have increasingly turned to homegrown alternatives.

This situation has highlighted longstanding challenges that British Columbia's craft distilleries face in accessing government-controlled retail channels. Despite the quality and uniqueness of their products many local distilleries find it difficult to secure shelf space in BC Liquor Stores. This limited access hinders their growth and restricts consumer choice.

A significant barrier to this issue is the production cap currently imposed on craft distilleries. According to existing regulations, distilleries must produce no more than 50,000 liters of spirits per year and use 100% British Columbia agricultural inputs to qualify for the "craft" designation and receive full markup relief. Surpassing the threshold subjects producers to substantial markups thereby making expansion financially prohibitive.

While this production limit was initially established to support small-scale operations it now serves as a constraint for many distilleries trying to meet growing consumer demand. The cap discourages scalability and innovation, as distilleries are reluctant to expand production due to financial penalties associated with exceeding the limit.

In light of these challenges and in consideration of the recent positive response to local spirits, we urge the provincial government to consider the following actions:

1. **Facilitate Greater Access to BC Liquor Stores:** Implement policies that prioritize and promote the inclusion of British Columbia craft spirits in government liquor stores, thereby supporting local businesses and offering consumers a wider selection of homegrown products.

2. **Reevaluate the Production Cap:** Increase or eliminate the current 50,000-litre annual production cap to allow craft distilleries to scale their operations in response to market demand without facing prohibitive financial penalties.

By adopting these measures, the government can foster a more equitable and supportive environment for British Columbia's craft distilleries, enabling them to thrive and contribute more significantly to the provincial economy.

We believe that with the right support, our local distilleries can continue to produce exceptional products that showcase the best of British Columbia's agricultural and entrepreneurial spirit.

Thank you for your attention to this matter. We look forward to the opportunity to discuss these recommendations further.

Sincerely,

Kirndeep Nahal
President
Greater Vernon Chamber of Commerce

John Rustad, Leader of the Conservative Party of BC

City of Vernon Mayor and Council

District of Coldstream Mayor and Council

Okanagan-Shuswap Chambers of Commerce

BRITISH COLUMBIA

June 24, 2025

1308470

Via email: SSmith@vernon.ca

Their Worship Victor Cumming
Mayor of the City of Vernon

Dear Mayor Cumming,

Thank you for your letter of March 3, 2025, regarding the Farmers' Market Nutrition Coupon Program (FMNCP). I appreciate hearing directly from you about the positive impact this program has had on local farmers, the agricultural sector in the Regional District of North Okanagan, and households with lower incomes over the past year.

I'm pleased to share that the BC Association of Farmers' Markets has received $4.25 million from the Ministry of Health to continue delivering the FMNCP this year. This funding will help over 8,500 lower-income households in approximately 90 communities across the province access nutritious foods at local farmers' markets.

Thank you again for taking the time to write and share your perspective.

Sincerely,

Josie Osborne
Minister

THE CORPORATION OF THE CITY OF VERNON

3400 - 30TH STREET VERNON, BRITISH COLUMBIA V1T 5E6
TELEPHONE (250) 545-1361 FAX (250) 545-4048

OFFICE OF THE MAYOR

File: 0410-31

March 3, 2025

Honourable Josie Osborne
Minister of Health
Parliament Buildings
Victoria, BC V8V 1X4

via email: HLTH.Minister@gov.bc.ca

Dear Minister Osborne:

Re: B.C. Farmers' Market Nutrition Coupon Program

On behalf of Council and the City of Vernon, I would like to express our sincere gratitude for the Province's previous financial support of the B.C. Farmers' Market Nutrition Coupon Program in Vernon.

During the 2024 season, over 179 lower-income households including: pregnant persons, families, and seniors were provided with coupons to purchase fresh fruits, vegetables, cheese, eggs, nuts, fish, meat. herbs, and honey directly from farmers at our local Vernon Farmers Market, redeeming over $80,000 with local famers.

Because of the success of this program, individuals received better access to local, fresh foods, a deeper connection with their community, and local farmers benefited from the additional income to sustain their farms.

We are asking you to financially support the 2025 program season and beyond, as this coupon program plays an important and meaningful role in our community to address nutrition needs, affordability, and food security for those who participate.

Sincerely,

Victor I. Cumming
Mayor

Copy: City of Vernon Council
Harwinder Sandhu, MLA – North Okanagan
BC Association of Farmers' Markets