



Supreme Court file no. KEL-S-S-136195  
Kelowna Registry  
Affidavit #3 of David Lindsay  
Affirmed the 14<sup>th</sup> day of February, 2024

In the name of Yahveh (God)

## In the Supreme Court of British Columbia

Between:

City of Kelowna,

Petitioner,

-v-

Unknown Persons Operating as "Common Law Education and Rights", David Lindsay,  
John Doe, Jane Doe, and Persons Unknown,

Respondents.

## Affidavit of David Lindsay Affirmed this 14<sup>th</sup> day of February, 2024

I, David Lindsay, of the City of Penticton in the Province of British Columbia,

affirm and say that:

1. I am one of the Respondents in this case and as such have personal knowledge of the facts herein deposed to by me, except where same is stated to be based on information and belief, in which case I do verily believe same to be true.
2. The City has issued over 200+ tickets to me, including some for allegedly selling merchandise. I have not defended, to the best of my memory any specific charges against me of selling merchandise. Tickets were issued against me personally, but I have long since stopped attending these pre-determined bylaw hearings. As Mr. Mead evidences in the **Transcripts at p. 100, line 16-22**, he has been in direct communications with Provincial officials to determine the adjudicators that heard and would hear, any tickets I appear or would appear to.
3. Because there are no judicial controls over this process, and even Bylaw enforcement officers do not give their evidence under oath, and based on my past experience with three adjudicators in relation to protest related tickets, especially Ms. Mellis in March, 2022, I do verily believe that adjudicators appointed are biased and chosen on that basis. The City is the Informant, and the City

appoints the adjudicators, in concert with the Province, who also has a vested interest in terminating our political protests. I do verily believe that the City is a judge in its own cause.

4. I am attaching hereto as **Exhibit "A"**, a copy of a poster that was posted on the windows of the Interior Health Building at 505 Doyle St., in late August/early September 2021, prohibiting protests on this property. Interior Health is an entity created and operated by the Government of B.C.

**See attached Exhibit "A" Copy of No Protesting Sign at Interior Health, 505 Doyle Ave. Kelowna, B.C.**

5. Mr. Mead evidences in the **Transcripts, p. 30 line 13-17** that yes, there is likely to be an overlap between activities that come with a bylaw, and activities that are encompassed with my/our Constitutional freedoms to so do. Insofar as this may occur, it is and has always been my intention from the time we started our protests in March, 2020, that our activities would be a protest against various Government actions and legislation. Our entire protests have been and are, political in nature, and are protests.
6. Our protests are not an exhibition of any kind, they are not a parade or a procession as we remain in a fixed location, it is not a carnival and we do not include rides or sell food etc. as is commonly seen at carnivals, they are not an athletic event and no such activities or competitions take place at our protests, and it is not a commercial performance, where no commercial activity takes place and there is no intention to pursue or receive profit. Our sole and primary focus and reason for our presence, is the exercise of our common law and s. 2 Charter freedoms to protest various Government activities and legislation/orders/mandates, and express our views and information to the public and each other. Public visibility is critical for us.
7. Our CLEAR Canopy is not fastened into the ground with any spikes or anything else that penetrates the ground. If it is really windy, which at this location is extremely rare, we use rocks or sandbags to hold the CLEAR Canopy down to the ground.
8. At no time, has anyone camped out at our protests, or thereafter, and we have made extensive efforts to ensure that the Park is the same or cleaner after each use.
9. I am attaching further information in relation to the differences between a canopy and a tent at **Exhibit "B"**.

**See attached Exhibit "B" Quora – differences between canopy, gazebo and tent including pictures – and pictures**

10. Though I have I believe evidenced this in a prior affidavit, I wish to re-emphasize that I have not authorized any group or person to set up canopies, tables, or to sell merchandise. I am not responsible for the actions of others during our Lawful Protests.

11. For our Lawful Protests, we would usually arrive around 11:00 to set up our CLEAR Canopy, tables and sound equipment. Almost always, there was no one or virtually no one in the park, especially during non-summer months. Most of our set up was with a few people, and others would arrive and help around 11:30. If people were there, in the summer, it was generally roller skaters on the rink side or skaters in the winter, neither of whom were affected by us or our presence.
12. Most of the protestors arrived between 11:50 a.m. – 12:10 p.m.
13. I recall only three occasions where someone had a permit to use Stuart Park on a Saturday, during our time protesting there, from March 2020 – to the present. On one occasion, the people who allegedly had a permit never showed up. On another occasion we moved to Stuart Park, and the third occasion, we had already started to set up our equipment and materials, when we were told that someone already had a permit to use the Park. It took only a few minutes for us to re-pack our materials and move to Kerry Park. No one was ever denied use of Stuart Park that I am aware of at any time by our presence.
14. The City, despite having my phone number, never called me in advance to inform me of anyone having a permit. On two of these above occasions, I was informed by Bylaw Officers on the Saturday in question.
15. During our walks down the Boardwalk to Hwy 97 for our Lawful Street Protest there, the Tourist Office was always open (during regular open hours of the year). At no time, did this building close down due to any activities by our protestors. Usually walking back I was about 2/3 of the way back and was watching those in front of me and behind. I never witnessed any protestor(s) harassing, threatening or frightening anyone. No one has ever been charged for so doing and if they were, I would have been told and I was constantly made aware of actions by others against us as well.
16. At no time did any Farmer's Market close down due to us or our presence at Stuart Park. The Farmer's Market is located across from Orchard Park Mall on Dilworth Dr., and has never been at Stuart Park since we started our protests in March, 2020.
17. During our presence at Stuart Park, no one has informed myself or anyone in our group or other protestors, nor the Bylaw Officers or the City that they wanted to use Stuart Park during the time of our presence and could not because of us being there. Bylaw Officers have repeatedly informed me that no one had filed any such complaints with the City or themselves.
18. I believe even if this had occurred, it would be a minor inconvenience for this short duration of time of our presence.
19. The effects of the City's relief upon us would be disastrous and virtually shut our protests down. Effective communication to 100 or more people each Saturday would not be possible without yelling or screaming. It would force people to scrunch together in front of the stage area which is further impracticable on hot days.

20. Sound amplification equipment is critical to our effective communications, as is part of our Constitutional freedom to so do, despite Mr. Mead's and the City's objections.
21. Recently on February 4, 2024, a group of LGBTQ persons held a rally at Stuart Park. Sound amplification equipment was used. A member of our group who was present, Bruce Orydzuk, informs me and I do verily believe same to be true, that he asked persons in that group if they had a permit and were told that they did not.
22. I personally witnessed Kelowna Bylaw Officers at rallies by the Iranians, BLM, climate change and other groups, who had signs, used sound amplification equipment at their protests. To my knowledge, no tickets were issued to anyone attending these protests, and the City permitted them to so do. The City did not "deem" them to be events.
23. I am attaching further correspondence from myself to Stephen Fleming of the City of Kelowna, confirming that even as recently as Feb. 4, 2024 where there was an LGBTQ protest at Stuart Park with sound amplification equipment, that no permits were issued.
24. I am attaching hereto at **Exhibit "C"** a copy of the responses I received with respect to my requests of Mr. Mead on behalf of the City of Kelowna, during cross examinations. The City's responses here support my position that the only person being ticketed, harassed, and attempting to be shut down, is myself, CLEAR and our Lawful Protests.

**See attached Exhibit "C" Copy of Request Answers from City of Kelowna**

25. The City has further provided to me in its responses, which I attached hereto as **Exhibit "D"**, an unsigned copy of Bylaw No. 9809 purporting to be a Bylaw dedicating municipal lands for Stuart Park. However, this runs contrary to the decision of the B.C. Supreme Court in 2008 which held that the City only holds this land in trust for the people, and is not an owner of the land.

**See attached Exhibit "D" Copy of Kelowna Bylaw 9809**

26. The City further provided me with a copy of the fees associated with a true event pursuant to the *Parks Bylaw*, attached to an application made on Nov. 18, 2021 for an event date of Jun 11, 2022. I am attaching this at **Exhibit "E"**.

**See attached Exhibit "E" Copy of Facility Use Agreement – City of Kelowna and Kelowna Pride Society Nov. 18, 2021**

27. Mr. Mead evidenced in cross examination at **Question #50, p. 18 line 24 – p. 19 line 7**, that a number of violation tickets were upheld against me for selling merchandise. This is not true. On March 10, 2022 Bylaw Hearings before Adjudicator Mellis, she specifically dismissed both charges against me for selling merchandise on the basis that Bylaw Officer Short failed to establish that I personally or CLEAR, were actually selling anything. Adjudicator Mellis held that a conviction could not be held against me if someone else, in this case the Resistance, was selling items. I have watched the video

of this hearing and confirmed same, which is also in the public records of the Petitioner City of Kelowna.

KN0039115 Oct. 9, 2021 Sell in a park without a permit  
s. 3.3 *Parks and Open Spaces Bylaw*  
Dismissed 27:07 – 27:40 Adjudicator Mellis March 10, 2022

KN0043076 Oct 23, 2021 Sell in a park without a permit  
s. 3.3 *Parks and Open Spaces Bylaw*  
Dismissed 59:42 – 1:01:35 Adjudicator Mellis March 10, 2022

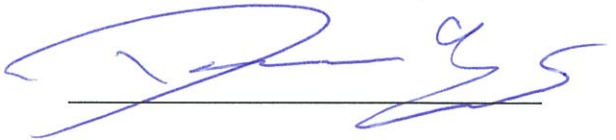
**See attached Exhibit "F" Copy of Bylaw Tickets, 2021**

28. Included at **Exhibit "F"**, are copies of tickets issued against me for having an event without a permit. The City has issued these tickets contrary to s. 3.8 of the *Parks Bylaw* every Lawful Protest we had, despite my noticing the City we were not having an event, it was a protest under s. 2 of the Charter. I include this because Mr. Mead evidences in the **Transcripts, p. 81 line 2-6**, that I was not charged with conducting an event pursuant to s. 3.8 of the *Parks Bylaw* when in fact there have been almost 100 of them issued.

~~See attached Exhibit "G" Copy of memory stick with video, March 10, 2022 Bylaw Hearing before Adjudicator Mellis, Tickets dismissed~~

29. I make this Affidavit in support of my SLAPP Application, for no improper purpose.

Affirmed before me this 14<sup>th</sup> day of February, 2024  
at the City of Kelowna, in the Province of  
British Columbia

}   
}  
}



A Commissioner of oaths in and for the Province of British Columbia

**K. WALLIS**  
A Commissioner for Taking Affidavits  
for the Province of British Columbia  
Expires MAY 31, 2026

**Exhibit "A"**



**Interior Health**

**Protesting is strictly prohibited on the premises of Interior Health Community Health Services Centre located at 505 Doyle Avenue.**

**All protestors on the premises are trespassers, subject to arrest, and prosecution.**

This is Exhibit "A" referred to in the affidavit of DAVID LINDSEY  
Sworn before me at Kelowna  
this 14 day of FEBRUARY, 2024  
[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

# Exhibit "B"

<https://www.quora.com/Whats-the-difference-between-a-canopy-and-a-tent>

Quora

## What's the difference between a canopy and a tent?

All related (50) ▾

Sort Recommended ▾

Assistant · Bot

Continue reading >



Sally Shelden

Author has 29.6K answers and 24.5M answer views · 4y



Canopy's just cover the top and have no floor. Sides (panels) can be added but the edges loosely fitted.

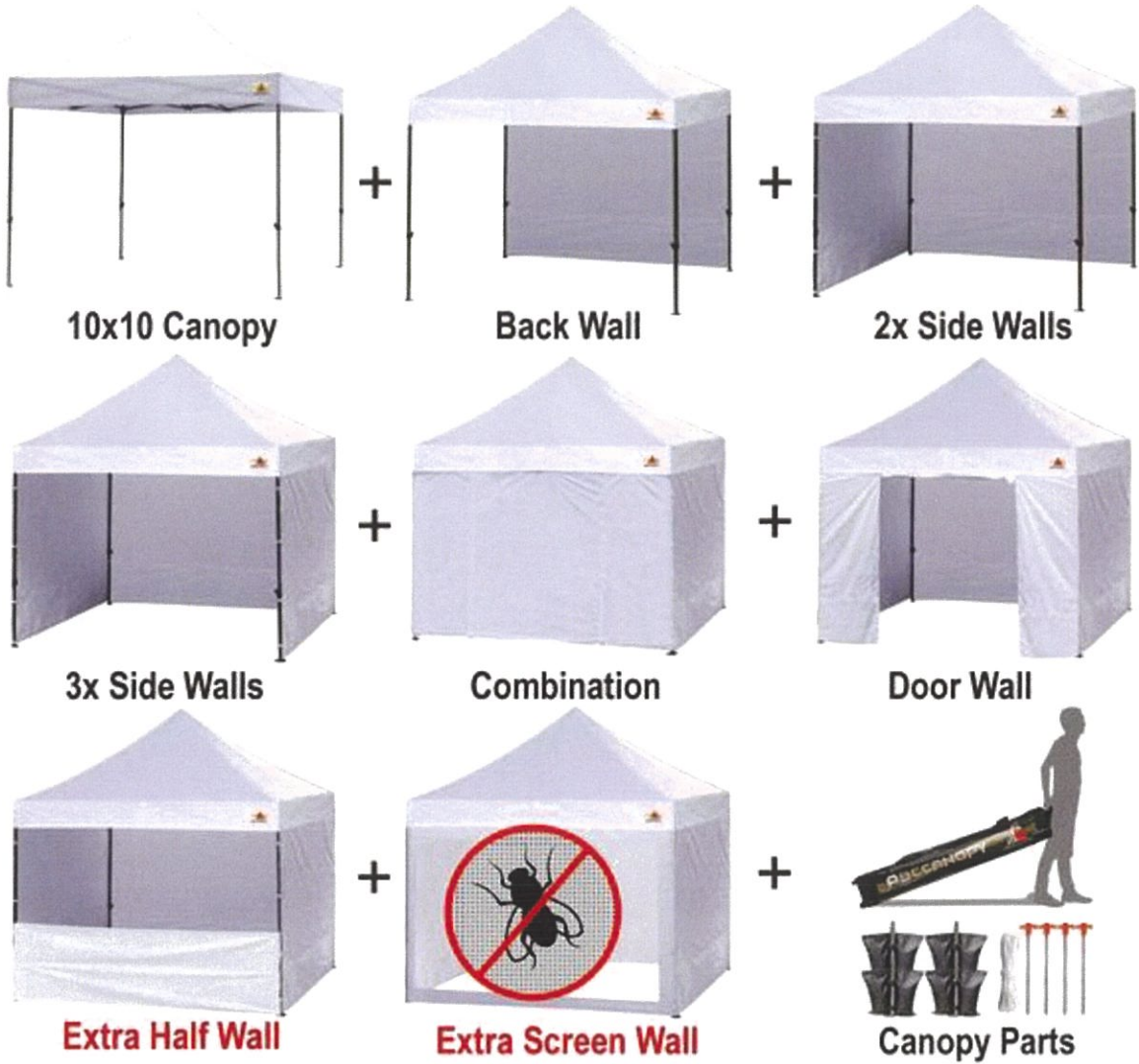


This is Exhibit " *B* " referred to in the affidavit of *DAVID LINDSAY* sworn before me at *Kelowna* this *14* day of *FEBRUARY* 20*24* *Shawn*  
A Commissioner for taking Affidavits for British Columbia

**MULTIPLE USES: CHOOSE YOUR OWN STYLE**



# MULTIPLE USES: CHOOSE YOUR OWN STYLE



Tents are sewn to gether in one pice with a floor. The primary funtion of a tent is to sleep in sc only short people will stand up right in moast tents.





This is for 4 people.



This is for 14 people.



This is what's called a Pup tent it's for 2 people. It's also if they are lucky the people that snore in the big tents get deiligatd to some where on the other side of the camp. I went camping with family friends. Both the Dad and their dog snored so Dad and dog slept in a pup tent and everyone slept well.

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What is the best canvas tent?

What is the benefit of a roof top tent?

How can I find a place that will allow me to set up a tent and camp?

What is your tent of choice for non-winter backpacking?

What is the benefit of a roof top tent?

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**Gary Johnson**

Retired Ford Electrician (1972–present) · Author has **1.1K** answers and **296.4K** answer views · 4y



A canopy, compared to a tent, is usually a tarp or plastic sheet, suspended between three or four trees. It can offer shelter from the sun, rain or snow, but little else. You could drop one or two sides to protect you from the wind and other elements. But a tent provides much more protection.



**Abdul Mannan**

Former CEO at Razorhere (2016–2020) · Author has **71** answers and **331.2K** answer views · 3y



While browsing around Amazon or at a store retailer, you've heard the two words 'canopy' and 'tent,' perhaps used interchangeably, to describe the same basic structure. What are the differences between the two?

Both canopies and tents are sold as structures that provide temporary shelters. The category of tents can encompass a broad range of shelters, from large outdoor tents designed to shelter hundreds of people, down to small camping tents that can fit into a backpack. Many tents also provide shelter where you can sleep at night.

In general, canopies have a frame and do not provide a place for people to sleep at night. They are open, rather than closed, and serve as temporary outdoor 'rooms' or 'buildings' where a business or party can be set up.

In this article, we'll take a look at both canopies and tents, and go in-depth into their features and advantages.

### Canopy Features

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## Canopy Features

- \*Usually Has a Peaked or Pyramid Roof
- \*Comes In Different Sizes
- \*Portable To Move To Different Locations
- \*Frame To Support the Roof
- \*Open Structure

## Tent Features

- \*Multiple Roof Types – Triangular, Round, Peaked, Pyramid, Etc.
- \*Can Be Closed With Side Walls and Doors
- \*Usually Larger Than Canopies
- \*Made Of All-Weather Materials
- \*Don't Need a Frame

1.4K views



**William Chambers**



Backpacking, camping and kayaking Looking for fun · Author has **2.4K** answers and **5M** answer views · 4y

A canopy is a roof-like structure often with four to eight risers (poles) to support it. These may have 4 walls but the structure is more suited to displays and weather shelter often having from no to four walls and sometimes inner walls but often there is no floor.

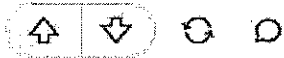
A tent, in the traditional sense is a structure that usually includes a floor, door and windows as well as four walls or more. These are usually made of a synthetic material but some cotton and hemp clothed ones are still made for expedition or glamping uses. In some instances such as a dome tent the effect is more bubblelike and has no real sides. In others there may only be 2 walls as in a "pup tent".

There is a hybrid style incorporating both a canopy and a tent that is designed to hang from the support structure of the canopy. These come in various styles and some attach to the outside of the canopy's sides leaving the area underneath open.

I recently started using the hybrid structure and have found it better than any tent I have ever used. It stands up to the elements much better and has more room for the same footprint.

Thanks for the A2A Jowanna Daley

805 views · Answer requested by Jowanna Daley



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Related questions

More answers below

---

What is it like to live in a tent?

What is the difference between survival camping and tent camping?

What are the four types of tents? How do they differ?

Is it better to fold or stuff a tent?

What are some situations in which one might choose not to use a tent while camping, even though it's raining outside?

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**Alex Jones**

Blogger at Kitchen Appliances · 1y



There are a few key differences between tents and canopies that are important to note.

First, tents are typically much smaller than canopies. They are also made with thinner, more breathable fabric that is better suited for camping in hot weather.

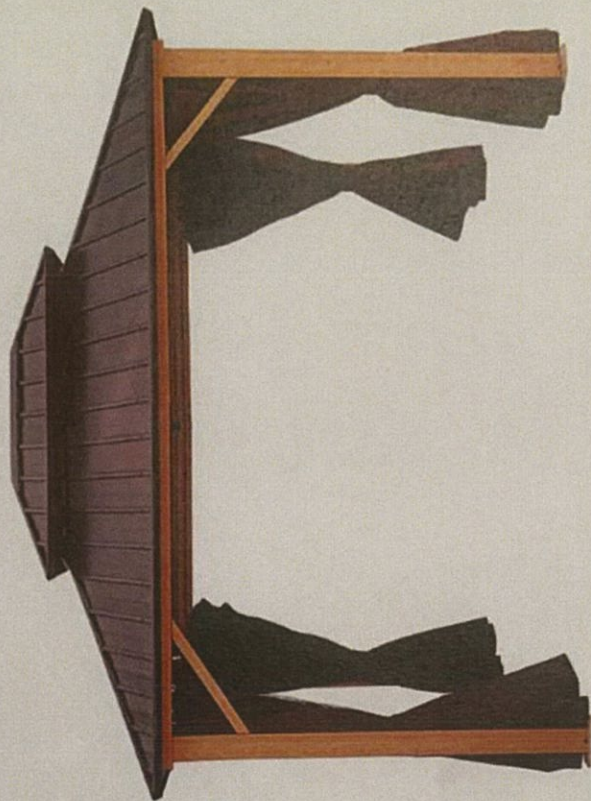
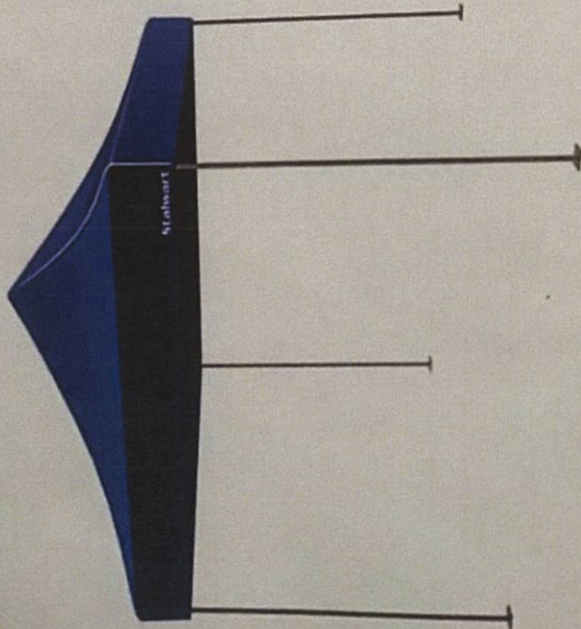
Tent poles are also typically made of lighter weight materials like aluminum, making them easier to carry on backpacking trips.

Finally, tents typically have a waterproof bottom layer that helps to keep you dry in wet conditions. Canopies, on the other hand, are larger and made with heavier duty fabric. They also have solid walls on all sides, making them better suited for providing shade or shelter from the rain.

Canopy

VS

Gazebo









# Exhibit "C"

## Document Requests Pursuant to Cross-Examination

### REQUEST NO. 1:

TO CHECK AND ADVISE PURSUANT TO WHAT BYLAW A CANOPY IS DEEMED TO BE A TEMPORARY STRUCTURE

- City of Kelowna Parks and Public Spaces Bylaw

### REQUEST NO. 2:

TO INQUIRE AND PROVIDE A DOCUMENT THAT EVIDENCES WHETHER THE CITY OWNS STUART PARK, LEASES STUART PARK, OR IS IT HELD IN TRUST

- See enclosed bylaw

### REQUEST NO. 3:

TO CHECK AND ADVISE HOW MANY PERMITS WERE ISSUED FOR THE USE OF STUART PARK ON SATURDAYS SINCE THE CITY FIRST STARTED ISSUING THEM AFTER COVID UNTIL DECEMBER 2023

- In process

### REQUEST NO. 4:

TO CHECK AND ADVISE WHETHER OR NOT ANY PERMITS WERE ISSUED FOR MARCHES [in same time frame]

- In process: see attached for one such permit

### REQUEST NO. 5:

TO PROVIDE THE NAMES OF COMPLAINANTS

- Denied due to privilege

### REQUEST NO. 6:

TO CHECK AND ADVISE IF THE BLM PROTEST GROUP TOOK OUT A PERMIT FOR THEIR PROTEST AT STUART PARK

- No permit for June 5, 2020

### REQUEST NO. 7:

TO CHECK AND ADVISE IF ANY BYLAW TICKETS WERE ISSUED ON JUNE THE 5TH, 2020

- No tickets issued to BLM participants

This is Exhibit " *C* " referred to in the  
affidavit of *David Lindsay*  
Sworn before me at *Kelowna*  
this *14* day of *FEBRUARY* 20*24*  
*[Signature]*  
A Commissioner for taking Affidavits  
for British Columbia

REQUEST NO. 8:

TO CHECK AND ADVISE WHETHER THE CITY HAD A PERMIT FOR THEIR PARK OPENING CEREMONY ON JUNE 24TH, 2023, INCLUDING A PERMIT FOR SOUND AMPLIFICATION EQUIPMENT

- The City does not require event permits for its own activities

REQUEST NO. 9:

TO PROVIDE ALL ENFORCEMENT ACTION TAKEN WITH RESPECT TO THE VIDEOS MR. LINDSAY WILL EMAIL TO MS. ANDERSON

- No videos provided

REQUEST NO. 10:

TO PROVIDE THE SOURCE DOCUMENTS REGARDING THE FARMERS' MARKET ALLEGATION IN PARAGRAPH 13

- In process

REQUEST NO. 11:

TO PROVIDE THE SPECIFIC DATES THE FARMERS' MARKET WAS WANTING STUART PARK BUT COULD NOT HAVE A MARKET BECAUSE THE PROTESTORS WERE THERE

- Outside knowledge of affiant - refer to 3<sup>rd</sup> party event organizers

REQUEST NO. 12:

TO CHECK AND ADVISE THAT THE COPY OF THE KELOWNA EVENT STRATEGY IS THE MOST RECENT VERSION

- Current to time of affidavit

REQUEST NO. 13:

TO SEARCH FOR AND PROVIDE THE BYLAW THAT STATES THAT MR. LINDSAY IS RESPONSIBLE FOR OTHER PEOPLE SELLING MERCHANDISE AT THE PROTEST

- City of Kelowna Outdoor Events Bylaw, City of Kelowna Parks and Public Spaces Bylaw

# Exhibit "D"

## CITY OF KELOWNA

### BYLAW NO. 9809

#### Jim Stuart Park Dedication Bylaw

A bylaw to dedicate land as park.

WHEREAS pursuant to Section 30 of the *Community Charter*, a council of a municipality may, by bylaw adopted by 2/3 of all members of council, dedicate municipal land for municipal park purposes;

AND WHEREAS the City of Kelowna owns municipal lands legally described on Schedule A attached hereto and forming part of this Bylaw and as depicted in heavy black outline on the plan attached hereto as Schedule B and forming part of this Bylaw (the "Lands") which have been identified as the site for a park to be named Jim Stuart Park;

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

1. The Lands are hereby dedicated as park.
2. This bylaw may be cited as "Jim Stuart Park Dedication Bylaw No. 9809, 2007".

Read a first, second and third time by the Municipal Council this 28<sup>th</sup> day of May, 2007.

Adopted by the Municipal Council of the City of Kelowna this 11<sup>th</sup> day of June, 2007.

\_\_\_\_\_  
Mayor

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

This is Exhibit " D " referred to in the  
affidavit of DAN D LINDSAY  
AFFIRMED Sworn before me at kelowna  
this 14 day of FEBRUARY 2007  
[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

Bylaw No. 9809 Page - 2  
**Schedule A**

to

Jim Stuart Park Dedication Bylaw No. 9809, 2007

Legal Description of Lands to be Dedicated as Park

Parcel Identifier: 027-009-092  
Lot 1  
District Lot 139,  
Osoyoos Division Yale District  
Plan KAP83363



# Exhibit "E"



**City of Kelowna**

1800 Parkinson Way  
Kelowna  
BC V1Y 4P9

P: 250-469-8800  
E: recreation@kelowna.ca

**Facility Use Agreement**

GST No. R121937551

Printed: 2022-06-07 4:08 PM

Kelowna Pride Society PO Box 20132 Kelowna V1Y 1H2	Event: <b>2022 Kelowna Pride Festival</b> s. 22(1)
	Booking #: 255093
	Date: 2021-11-18

Date and Times	Location/Equipment	Qty/Hrs	Price	Total
<b>June 2022</b>				
Sat 11 Jun 7:00 AM to 8:00 PM	City Park North Field	13.00	\$13.39	\$174.07
Sat 11 Jun 7:00 AM to 8:00 PM	City Park Parking Lot	1.00	\$133.93	\$133.93
Sat 11 Jun 7:00 AM to 8:00 PM	City Park Jubilee Grandstands & North Basketball Court	1.00	\$133.93	\$133.93
Sat 11 Jun 7:00 AM to 8:00 PM	City Park Basketball South	1.00	\$0.00	\$0.00
Sat 11 Jun 9:00 AM to 12:00 PM	Stuart Park Event Plaza/Ice Rink	1.00	\$40.18	\$40.18
Sat 11 Jun 9:00 AM to 12:00 PM	Stuart Park Main Stage	1.00	\$40.18	\$40.18
Sat 11 Jun 11:00 AM to 12:00 PM	Waterfront Park Lakesfront Promenade (WFP-CP)	1.00	\$13.39	\$13.39
	Damage Deposit	1.00	\$500.00	\$500.00
	Administration Fee	1.00	\$129.89	\$129.89

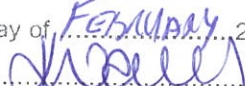
SUB TOTAL **\$1,165.57**

GST **\$33.28**

TOTAL Booking **21.0 \$1,198.85**

City of Kelowna ("the Owner") hereby grants Kelowna Pride Society Represented by **s. 22(1)** permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement and the Standard Conditions of Use contained herein and attached hereto all of which form part of this Agreement.

See Attached Terms & Conditions

This is Exhibit " **E** " referred to in the affidavit of **DAVID LINDSAY**  
 Sworn before me at **Kelowna**  
 this **14** day of **February**, 20**21**  
  
 A Commissioner for taking Affidavits for British Columbia



City of Kelowna  
1800 Parkinson Way  
Kelowna  
BC V1Y 4P8

P: 250-469-8800  
E: recreation@kelowna.ca

# Facility Use Agreement

GST No. R121937551

Printed: 2022-06-07 4:08 PM

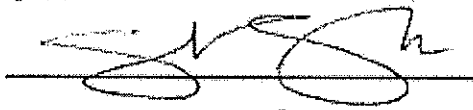
The undersigned has read and on behalf of the Agreement Holder agrees to be bound by this Agreement and the Terms and Conditions contained herein and hereby warrants and represents that he/she executes this Agreement on behalf of the Agreement Holder and has sufficient power, authority and capacity to bind the Agreement Holder with his/her signature. A non-refundable rental deposit is required. The Agreement Holder is liable for any damages and must provide a Deposit to the City 7 days in advance of the event. You may choose to leave your refund on your account as a credit to be used at a later date but please be advised that credit balances on account are subject to Council Policy #330. Refunds will be paid in the same manner as the original payment, i.e.: credit or debit card transactions will be refunded back to the card, Overdue accounts subject to interest charge as per Council Policy 340. NSF charges will be applied to all payments returned NSF as per Miscellaneous Fees and Charges Bylaw No. 9331. All rental bookings are subject to a cancellation fee, applicable to each date booked. The cancellation fee is the full amount for a rental booking of \$100 or less. For a rental booking where the full amount is \$100 or greater, the cancellation fee is a minimum \$100 or 10% of the rental amount, whichever is greater.

X: **S. 22 (1)**

PO Box 20132

Kelowna Pride Society

Date: \_\_\_\_\_

X:   
Name Sarah Semeniuk

City Of Kelowna  
Active Living & Culture  
1800 Parkinson Way  
Kelowna BC V1Y 4P8  
Phone: 250-469-8800 Fax: 250-862-3326  
Sport Kelowna Fax: 250-862-3327

Date: June 7, 2022



**2022 Kelowna Pride Festival**  
**Saturday June 11**  
**City Park**  
**255093**



THIS PERMIT IS APPROVED BASED ON THE CONDITIONS OUTLINED BELOW PLUS THE CONDITIONS NOTED IN THE OUTDOOR EVENT APPLICATION.

For assistance in the Park on event day, please contact Sarah Semeniuk at 250-470-3907, or our Outdoor Event Monitor, Mark Slade at 250-826-4656. If unavailable, you can also contact the Fire Dispatch at 250-469-8577 who will direct your inquiry to the on-call staff.

Keys issued for the event are due back by 3pm of the first Wednesday following the event. A non-refundable \$50.00 deduction will be made from the damage deposit if keys are not returned by this time. Keys can be returned to the Event Services Office or Front Desk of the Parkinson Recreation Centre to the attention of Event Services.

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### **STUART PARK & CITY PARK**

Stuart Park is reserved from 8am - 12pm for the pre-march. No vehicles have been approved onsite. Access will be limited for setup until approximately 12:30pm. As per the Sawmill Trust there can be no exchange of monies onsite.

Up to 3 stalls on the west side of Water Street (adjacent to Stuart Park) can be reserved for the morning event. It is the organizer's responsibility to block off. Please note the contracted vendor onsite parks at the north end of the rink area, and this space is not available for the event.

A march from Stuart Park to City Park along the promenade is approved beginning at 11:15am.

Staking is not permitted in Stuart Park or within 15m of the edge of North Field. Organizer is responsible for ensuring all tents on site are properly weighted and secured safely.

It is not permitted to nail, staple, drill or tape anything to the infrastructure. There shall be no unauthorized painting or permanent marking of walkways or roadways. No tying to trees or other infrastructure in the park is permitted.

Load in to North Field is from the drop down in the northeast corner of the park.

Permission to close the first bay (directly next to North Field) of the City Park parking lot from 6am – 6pm.

Please ensure that any food trucks with exhaust vents are not located under any tree canopies in the lot.

**Garbage/Recycling – Parks Services does not provide waste removal for your event:**

All garbage/recyclables generated by your event must be removed from the event site. Any garbage/recycling left in receptacles post event will be removed by Park Services & a charge of \$40 per unemptied receptacle will be applied to the damage deposit. In addition, a penalty of \$100 (per Parks Bylaw #10222 part 3.2) will be applied for failure to remove any garbage/recyclables generated by your event.

The keys provided will unlock chained garbage containers. ALL containers must be returned to the ORIGINAL drop off location, emptied of all contents & locked up if applicable. If bins are not returned to the original drop site an additional charge of \$20 per can will be billed.

Existing/fixd garbage receptacles are for casual park users. Organizers are responsible for overflow garbage in these containers during the event.

Food service to the public must have Interior Health approval and may be subject to inspection. Beavertails, Twisted Lemon, Ogoogo Mini Donuts, Surfside, TNT, Aloha Food Truck and Local Pressed Bites have been approved onsite.

Drop cloths must be provided for all food service areas and vehicles on site. Any costs to remove stains will be deducted from the damage deposit.

Ensure that all vendors are aware that ice cannot be dumped on the grass or plants.

City equipment to be coordinated through the Event Services Office in advance of your event. Organizer is responsible for pick up & return of equipment and must ensure that at least 2 people arrive to load/unload equipment and the vehicle is large enough to fit all equipment that is reserved. Failure to return equipment will result in replacements costs applied to the damage deposit on this rental contract.

An Operating Electrical Permit is a requirement under the BC Safety Act and Electrical Safety Regulations; therefore a permit is required for events on City property that use electrical power (utility or generator). A permit is required for this event.

It is the responsibility of the event permit holder to ensure any drone operation in City parks adheres to Parks and Public Spaces Bylaw #10680 with approval provided to commercial operators only. Section 3.4.2 No Person shall release or land a hot air or passenger balloon, or operate an unmanned aircraft, drone or a model aircraft in a Park without a permit. The offence could result in a fine as follows: Operate a balloon or model aircraft in a park \$100.00 discounted \$90.00 elevated \$110.00. No drone was approved as part of this permit.

All City of Kelowna Parks are smoke-free. Smoking is not permitted in parks as well as all areas within park boundaries inclusive of: access roads, parking lots, walkways, linear parks, beaches, playgrounds, water parks, sport fields, buildings and stadiums. E-cigarettes are also prohibited. Per Parks and Public Spaces Bylaw #6819-91.

Outdoor Event Permit must be available at Event Site for viewing by Authorized Officials.

s. 22(1)

Initial that all conditions have been read: X\_\_\_\_\_

# Exhibit "F"



KN 0040921

## BYLAW OFFENCE NOTICE

ISSUED TO:

A VEHICLE	LICENCE / VIN			PROVINCE
	MAKE	MODEL	STYLE	COLOR

OR A PERSON OR COMPANY	SURNAME OR CORPORATE NAME LINDSAY			GENDER (M)   (F)
	GIVEN NAMES FOR CORPORATE NAME CONTAINER DAVID KEVIN			
	ADDRESS			
	CITY	PROVINCE BC		

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

BY	DATE MO   DA   YR 2021   09   18	TIME (24 HR) HR   MIN 12:12	LOCATION STUART PARK 1430 WATER ST
BYLAW NAME OR NUMBER	PARKS AND PUBLIC PLACES 10680		SECTION 3-8
DESCRIPTION OF OFFENCE / VIOLATION CONDUCT AN EVENT WITHOUT WRITTEN PERMISSION			
PENALTY	\$ 500.00		
IF PAYMENT RECEIVED WITHIN 14 DAYS	\$ 450.00		
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)	\$ 500.00		

DATE OF SERVICE MO   DA   YR 2021   09   19	<input type="checkbox"/> LEFT ON VEHICLE <input type="checkbox"/> HAND DELIVERED TO NAMED PERSON <input checked="" type="checkbox"/> OTHER (SEE REVERSE)
---	--

BYLAW ENFORCEMENT OFFICER SIGNATURE: [Signature] NAME OR NUMBER: 93620

You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If unpaid after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty.

Disputes of this notice are dealt with by Dispute Adjudication and not the Provincial Court. Should you wish to dispute this Offence Notice, please complete the reverse side and deliver, mail, fax, or e-mail to:

City of Kelowna - Bylaw Services  
 #100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
 Fax: 250 862-3340 E-mail: bylaw@kelowna.ca

TO PAY THE INDICATED FINE, FOLLOW THE INSTRUCTIONS ON THE BACK OF THIS NOTICE. OVERDUE PENALTIES AND FEES MAY BE REFERRED TO COLLECTIONS.

ALLEGED OFFENDER'S COPY

This is Exhibit "F" referred to in the affidavit of DAN LINDSAY before me at Kelowna this 14 day of February 2021

[Signature]  
 A Commissioner for taking Affidavits for British Columbia



KN 0039232

**BYLAW OFFENCE NOTICE**

ISSUED TO:

A VEHICLE	LICENSE / VIN			PROVINCE
	MAKE	MODEL	STYLE	COLOR

OR A PERSON OR COMPANY	SURNAMES OR CORPORATE NAME <b>LINDSAY</b>			RESIDENTIAL YY MM DD
	GIVEN NAMES OR CORPORATE NAME (CONTINUED) <b>DAVID</b>			SEX <b>M / F</b>

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

DATE YY MM DD	TIME (IN HH:MM)	LOCATION
21 09 21	12 10	1430 Water St.

BYLAW NAME OR NUMBER <b>10680</b>	SECTION <b>38</b>
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DESCRIPTION OF OFFENCE / VIOLATION  
**Conduct an event without written permission**

PENALTY	\$ 500
IF PAYMENT RECEIVED WITHIN 14 DAYS	\$ 420
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)	\$ 500

DATE OF SERVICE YY MM DD	<input type="checkbox"/> LEFT ON VEHICLE	<input type="checkbox"/> NAME DELIVERED TO NAMED PERSON	<input checked="" type="checkbox"/> OTHER (SEE INVOICE)
21 09 21			

BYLAW ENFORCEMENT OFFICER SIGNATURE \_\_\_\_\_ NAME OR NUMBER \_\_\_\_\_

You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If unpaid after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty. Disputes of this notice are dealt with by Director Adjudication and not the Provincial Court. Should you wish to dispute this Offence Notice, please complete the reverse side and deliver, mail, fax, or e-mail to:

City of Kelowna - Bylaw Services  
#100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
Fax: 250 862-3340 E-mail: bylaw@kelowna.ca

TO PAY THE INDICATED FINE, FOLLOW THE INSTRUCTIONS ON THE BACK OF THE NOTICE. OVERDUE PENALTIES AND FEES MAY BE REFERRED TO COLLECTIONS.

ALLEGED OFFENDER'S COPY



KN 0039114

# BYLAW OFFENCE NOTICE

A VEHICLE	LICENCE / VIN			ISSUED TO:
	MAKE	MODEL	STYLE	PROVINCE COLOR

OR A PERSON OR COMPANY	PERSONAL OR COMPANY NAME <b>LINDSAY</b>	BY EMPLOYEE NO. <b>38</b>
	CATCH NUMBER OR COMPANY NAME (WHEN APPLICABLE) <b>DAWN</b>	OFFICE

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

DATE 21 10 09	TIME (24 HR) 12 30	LOCATION 1430 Water St.
VEHICLE MAKE OR NUMBER 70630	SECTION 38	
DESCRIPTION OF OFFENCE / VIOLATION Conduct an event without written permission		
PENALTY	\$ 500	
IF PAYMENT RECEIVED WITHIN 14 DAYS	\$ 150	
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)	\$ 200	

DATE OF SERVICE 21 10 09	<input type="checkbox"/> LEFT BY VEHICLE	<input type="checkbox"/> HELD BY OWNER OR OTHER PERSON	<input type="checkbox"/> OTHER (SEE COMMENTS)
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**BYLAW ENFORCEMENT OFFICER SIGNATURE** **NAME OR NUMBER**  
 You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If unpaid after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty.  
 Disputes of this notice are dealt with by Dispute Adjudication and not the Provincial Court. Should you wish to dispute this Offence Notice, please complete the reverse side and deliver, mail, fax, or e-mail to:

City of Kelowna - Bylaw Services  
 #100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
 Fax: 250 862-3340 E-mail: [bylaw@kelowna.ca](mailto:bylaw@kelowna.ca)

TO SEE THE INDICATED FINE, FOLLOW THE INSTRUCTIONS ON THE BACK OF THIS NOTICE. OVERDUE PENALTIES AND FEES MAY BE REFERRED TO COLLECTIONS.

ALLEGED OFFENDER'S COPY



KN 0039121

**BYLAW OFFENCE NOTICE**

ISSUED TO:

A VEHICLE	LICENSE / VIN			PROVINCE
	MAKE	MODEL	STYLE	COLOR

OR  A PERSON OR COMPANY	SURNAME OR CORPORATE NAME <b>LINDSAY</b>		TYPE AA
	OFFICER NAME FOR CORPORATE NAME CONTRIBUTOR <b>DAVID</b>		OFFICER RF
AC	[REDACTED]		
CT	[REDACTED]		

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

DATE <b>21 10 16</b>	TIME (24 HR) <b>12 15</b>	LOCATION <b>1430 Water St.</b>
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BYLAW NAME OR NUMBER <b>70680</b>	SECTION <b>3.8</b>
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DESCRIPTION OF OFFENCE / VIOLATION  
**Conduct an event without written permission**

PENALTY	\$ <b>500</b>
IF PAYMENT RECEIVED WITHIN 14 DAYS	\$ <b>450</b>
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)	\$ <b>500</b>

DATE OF SEIZURE <b>21 10 16</b>	<input type="checkbox"/> LIFT ON VEHICLE <input type="checkbox"/> HAND DELIVERED TO HAZARDOUS PERSON <input checked="" type="checkbox"/> OTHER (SEE REVERSE)
------------------------------------	--

BYLAW ENFORCEMENT OFFICER SIGNATURE: *[Signature]* NAME OR NUMBER: **93552**

You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If unpaid after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty.

Disputes of this notice are dealt with by Dispute Adjudication and not the Provincial Court. Should you wish to dispute this Offence Notice, please complete the reverse side and deliver, mail, fax, or e-mail to:

City of Kelowna - Bylaw Services  
#100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
Fax: 250 862-3340 E-mail: [bylaw@kelowna.ca](mailto:bylaw@kelowna.ca)

TO PAY THE INDICATED FINE, FOLLOW THE INSTRUCTIONS ON THE BACK OF THIS NOTICE. OVERDUE PENALTIES AND FEES MAY BE REFERRED TO COLLECTIONS.

ALLEGED OFFENDER'S COPY



KN 0039115

**BYLAW OFFENCE NOTICE**

ISSUED TO:

A VEHICLE	LICENCE / VIN		OFFENCE	
	MAKE	MODEL	STYLE	COLOR

OR  A PERSON OR COMPANY	SURNAME OR CORPORATE NAME		BIRTHDAY	
	LINDSAY			
	GIVEN NAME (OR CORPORATE NAME CONTINUED)		CRIMINAL RECORD	
DAVID		A/F		
ADDRESS				
[REDACTED]				

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE CAUSES TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

DATE	TIME (24 HR)	LOCATION
21 10 09	12:30	1430 Water St.

BYLAW NAME OR NUMBER	SECTION
10280	3.3

DESCRIPTION OF OFFENCE / VIOLATION  
Sell in a park without a permit

PENALTY	\$ 100
IF PAYMENT RECEIVED WITHIN 14 DAYS	\$ 90
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)	\$ 110

DATE OF SERVICE	<input type="checkbox"/> LEFT ON VEHICLE	<input type="checkbox"/> HAND DELIVERED TO NEAREST PERSON	<input checked="" type="checkbox"/> OTHER (DESCRIBE)
21/10/09			

9552

BYLAW ENFORCEMENT OFFICER'S SIGNATURE NAME OR NUMBER

You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If you do after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty.

Disputes of this notice are dealt with by Dispute Adjudication and not the Provincial Court. Should you wish to dispute this Offence Notice, please complete the reverse side and deliver, mail, fax, or e-mail to:

City of Kelowna - Bylaw Services  
#100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
Fax: 250 862-3340 E-mail: bylaw@kelowna.ca

TO PAY THE INDICATED FINE, FOLLOW THE INSTRUCTIONS ON THE BACK OF THIS NOTICE. OVERDUE PENALTIES AND FEES MAY BE REFERRED TO COLLECTIONS.

ALLEGED OFFENDER'S COPY



KN 0043077

**BYLAW OFFENCE NOTICE**

ISSUED TO:

A VEHICLE	LICENSE / #			PREGNANT
	MAKE	MODEL	STYLE	COLOR

OR  A PERSON OR COMPANY	SURNAME OR CORPORATE NAME		BIRTHDAY	
	GIVEN NAMES FOR CORPORATE NAME CONTINUED		GENDER	
	ADDRESS	[REDACTED]		
	CITY			

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

DATE	TIME (P/H)	LOCATION
21 10 23	11:00	1930 Lakeshore Dr

BYLAW NAME OR NUMBER	SECTION
105-00	3.8

DESCRIPTION OF OFFENCE / VIOLATION  
Conduct an event without written permission

PENALTY	\$ 500
IF PAYMENT RECEIVED WITHIN 14 DAYS	\$ 950
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)	\$ 500

DATE OF SERVICE	<input type="checkbox"/> LEFT ON VEHICLE	<input type="checkbox"/> HAND DELIVERED TO NAMED PERSON	<input checked="" type="checkbox"/> OTHER (SEE REMARKS)
21 10 23			

BYLAW ENFORCEMENT OFFICER SIGNATURE

92552  
NAME OR NUMBER

You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If unpaid after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty.

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#100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
Fax: 250 862-3340 E-mail: bylaw@kelowna.ca

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ALLEGED OFFENDER'S COPY





KN 0043076

**BYLAW OFFENCE NOTICE**

ISSUED TO:

A VEHICLE	LICENSE / VIN			PROVINCE
	MAKE	MODEL	STYLE	COLOR

OR  A PERSON OR COMPANY	SURNAME OR CORPORATE NAME		EMPLOYEE Y N	
	GIVEN NAMES (OR CORPORATE NAME CONTINUED)			SEX M F
	ADDR	CITY		

THE BYLAW ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE YOU ARE IN VIOLATION OF A CITY OF KELOWNA BYLAW AS FOLLOWS:

YY	MM	DD	TIME (24 HR)	LOCATION
21	10	23	11:00	1430 Wadsworth
BYLAW NAME OR NUMBER				ACTION
70600				3.3
DESCRIPTION OF OFFENCE / VIOLATION				
Sell in a park without permission				
PENALTY			\$ 100	
IF PAYMENT RECEIVED WITHIN 14 DAYS			\$ 90	
IF PAYMENT RECEIVED AFTER 28 DAYS (LATE PENALTY)			\$ 110	

DATE OF SERVICE YY MM DD 21 10 23	<input type="checkbox"/> LEFT ON VEHICLE	<input type="checkbox"/> NAME DELIVERED TO NAMED PERSON	<input checked="" type="checkbox"/> OTHER (SEE REVERSE)
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BYLAW ENFORCEMENT OFFICER SIGNATURE: *[Signature]* NAME OR NUMBER: 73552

You have 14 calendar days upon receipt of this notice to file a dispute. If you do not request adjudication within 14 days, you will not be able to dispute this allegation. If unpaid after 28 days, a late penalty will be applied as indicated above and will be immediately payable. If you choose to dispute this notice and are unsuccessful, you will also be liable to pay an additional \$25 administrative fee in addition to the above penalty.

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City of Kelowna - Bylaw Services  
 #100 - 1420 Ellis Street, Kelowna, BC V1Y 2A5  
 Fax: 250 862-3340 E-mail: bylaw@kelowna.ca

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ALLEGED OFFENDER'S COPY

The City of Kelowna

v

David Lindsay, *et al*  
Respondents

Supreme Court file no. KEL-S-S-136195

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Kelowna, B.C. Registry

Proceedings commenced at Kelowna, B.C.

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Affidavit #3 of  
David Lindsay

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David Lindsay