



CITY OF WEST KELOWNA REGULAR COUNCIL AGENDA

Tuesday, December 8, 2020, 1:30 P.M.

COUNCIL CHAMBERS

2760 CAMERON ROAD, WEST KELOWNA, BC

Pages

1. CALL THE REGULAR COUNCIL MEETING TO ORDER

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

Procedural Motion:

WHEREAS the Minister of Public Safety and Solicitor General, under the *Emergency Program Act*, has issued Ministerial Order No. M192, dated June 17, 2020 in regards to "Local Government Meetings and Bylaw Process (COVID-19) Order No. 3", therefore be it resolved;

THAT Council does not allow members of the public to attend this open meeting as the meeting space will not accommodate members of the public in accordance with the requirements or recommendations under the *Public Health Act*; and

THAT Council hereby notifies the public that this meeting is being webcast live and will be archived on the City's website to ensure openness, transparency, accessibility and accountability in respect of the meeting.

2. INTRODUCTION OF LATE ITEMS

3. ADOPTION OF AGENDA

4. ADOPTION OF MINUTES

- | | | |
|------|---|----|
| 4.1. | Minutes of the Special Council Meeting held Tuesday, November 24, 2020 in the City of West Kelowna Council Chambers | 6 |
| 4.2. | Minutes of the Public Hearing held Tuesday, November 24, 2020 in the City of West Kelowna Council Chambers | 8 |
| 4.3. | Minutes of the Regular Council Meeting held Tuesday, November 24, 2020 in the City of West Kelowna Council Chambers | 11 |

5.	MAYOR AND COUNCILLOR’S REPORTS	
5.1.	Mayor Milsom	
5.1.1.	Regional District of Central Okanagan Highlights from the November 23, 2020 Regional Board Meeting	16
6.	PRESENTATIONS	
6.1.	Sarah McKinney, Stakeholder Engagement Advisor, Capital Project Delivery, and Rachelle Trent, Project Manager, BC Hydro	18
	West Kelowna Transmission Project Update	
7.	UNFINISHED BUSINESS	
8.	DIVISION REPORTS	
8.1.	CHIEF ADMINISTRATIVE OFFICER	
8.1.1.	Rose Valley Water Treatment Plant Progress Update	
	Verbal Update from the CAO and the Director of Engineering and Public Works	
8.2.	DEVELOPMENT SERVICES	
8.2.1.	Z 20-04; Official Community Plan Amendment Bylaw No. 0100.61 and Zoning Amendment Bylaw No. 0154.94 (1st and 2nd Reading), Highway 97 S (Goats Peak Block C)	27
	<u>Recommendation:</u> THAT Council give first and second reading to Official Community Plan Amendment Bylaw No.0100.61, 2020 and Zoning Amendment Bylaw No. 0154.94, 2020; and THAT Council direct staff to schedule the bylaws for public hearing.	
8.2.2.	Z 20-12; Site-Specific Rezoning – Cannabis Application Acceptance Consideration; 2475 Dobbin Road	45
	<u>Recommendation:</u> THAT Council direct staff to accept a Non-Medical Cannabis Retail Store Rezoning application for a government operated cannabis retail outlet located at 2475 Dobbin Road.	

- 8.2.3. **Z 19-01; OCP Amendment Bylaw No. 0100.58 and Zoning Amendment Bylaw No. 0154.83 (Adoption); 3060 Seclusion Bay Road** 56
- Recommendation:
THAT Council adopt Official Community Plan Amendment Bylaw No. 0100.50 and Zoning Amendment Bylaw No. 0154.83.
- 8.2.4. **Z 20-06, OCP and Zoning Amendment Bylaw No. 100.60 and 154.92 (Adoption), Unaddressed Canyon Crest Drive** 68
- Recommendation:
THAT Council adopt City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.60, 2020 (File: Z 20-06); and
THAT Council adopt City of West Kelowna Zoning Amendment Bylaw No. 0154.92, 2020 (File Z 20-06).
- 8.2.5. **DVP 20-12, Development Variance Permit, 1219 Sunnybrae Road** 76
- Recommendation:
THAT Council authorize the issuance of a Development Variance Permit (DVP 20-12) for Lot 26, District Lot 581, ODYD, Plan 17329 (1219 Sunnybrae Road) to vary S.10.4.5(g).1 to reduce the required front parcel boundary setback from 4.5 m to 1.5 m for a proposed covered entry addition to the existing dwelling.
- 8.2.6. **FEX 20-02, Floodplain Exemption, 15A - 1375 Green Bay Road** 90
- Recommendation:
THAT Council approve the Floodplain Exemption (FEX 20-02) to S. 3.24 of Zoning Bylaw No. 0154 for manufactured home site #15A of Lot B, DL 434 & 523, ODYD Plan KAP76165 (1375 Green Bay Road) for the placement of a mobile home subject to the registration to title of an indemnity covenant and the following conditions:
- A minimum 5.0m setback is provided from the top of the bank of Green Bay Canal to the mobile home;
 - The underside of the mobile home's structure frame shall meet or exceed 343.66m; and
 - An environmental monitor will be engaged for the placement of the mobile home.

8.3. ENGINEERING / PUBLIC WORKS / PARKS

- 8.3.1. Road DCC and Pedestrian Improvements Plan Recommended Projects List** 118

Information Report from the Engineering Supervisor

- 8.3.2. Sunnyside and West Kelowna Estates Transmission Mains – Design Services Award** 122

Recommendation:

THAT Council authorize the Mayor and Corporate Officer to execute an agreement with WSP Canada Inc. for consulting services for the design of the Sunnyside and West Kelowna Estates Transmission Mains in the amount of One Hundred Forty Six Thousand, Nine Hundred and Eleven dollars (\$146,911).

8.4. FIRE RESCUE SERVICES

8.5. CORPORATE INITIATIVES

8.6. FINANCIAL SERVICES / RECREATION AND CULTURE

- 8.6.1. Mt Boucherie Ammonia Chiller Replacement – Early Approval** 125

Recommendation:

THAT Council consider and resolve to authorize early approval for the 2021 Capital Budget request of \$450,000 for the Mt. Boucherie Ammonia Chiller Replacement project; and

THAT Council direct staff to release a request for quote for the project; and

THAT Council direct staff to bring forward a staff report in January, 2021 with the RFQ results.

- 8.6.2. BC Hydro Fast Charging Station – Agreement Options** 128

Recommendation:

THAT Council consider and resolve to direct staff to execute Amendment Agreement Number 1 between BC Hydro and the City of West Kelowna (CWK) to operate a Direct Current Fast Charging (DCFC) station at 3678 Brown Road.

9. CORRESPONDENCE AND INFORMATION ITEMS

10. NOTICE OF MOTION

11. ADJOURNMENT OF THE REGULAR MEETING

The next Special Council meeting is scheduled for 9:00 a.m., Thursday, December 10, 2020.

The next Regular Council meeting is scheduled for 1:30 p.m., Tuesday, January 12, 2021.



CITY OF WEST KELOWNA
MINUTES OF THE SPECIAL MEETING OF COUNCIL

Tuesday, November 24, 2020
COUNCIL CHAMBERS
2760 CAMERON ROAD, WEST KELOWNA, BC

MEMBERS PRESENT: Mayor Gord Milsom
Councillor Rick de Jong
Councillor Doug Findlater
Councillor Jason Friesen
Councillor Stephen Johnston (arrived at 3:20 p.m.)
Councillor Carol Zanon (arrived at 3:20 p.m.)
Councillor Jayson Zilkie

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

1. CALL THE SPECIAL COUNCIL MEETING TO ORDER

The Special Council meeting was called to order at 3:19 p.m.

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

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

2. ADDITIONS OR CHANGES TO PROCEDURAL MOTION

3. ADOPTION OF AGENDA

It was moved and seconded

Resolution No. C292/20

THAT the agenda be adopted as presented.

CARRIED UNANIMOUSLY

4. PROCEDURAL MOTION

It was moved and seconded

Resolution No. C293/20

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

(c) labour relations or other employee relations;

(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,

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

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

CARRIED UNANIMOUSLY

5. ADJOURNMENT OF THE SPECIAL COUNCIL MEETING

The Special Council meeting adjourned at 5:45 p.m.

MAYOR

LEGISLATIVE SERVICES MANAGER/CORPORATE OFFICER



PUBLIC HEARING MINUTES

MINUTES OF THE PUBLIC HEARING
HELD AT THE CITY OF WEST KELOWNA COUNCIL CHAMBERS,
2760 CAMERON ROAD, WEST KELOWNA, BC
TUESDAY, NOVEMBER 24, 2020

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

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

1. CALL THE PUBLIC HEARING TO ORDER:

The Public Hearing was called to order at 6:08 p.m.

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

2. INTRODUCTION OF LATE ITEMS:

2.1 Correspondence received from the following:

- Brenton Bartel
- Shaun and Kathy Matthews

3. ADOPTION OF AGENDA:

It was moved and seconded that the agenda be adopted as amended. The motion carried unanimously.

4. **OPENING STATEMENT:**

The Mayor read the Public Hearing Opening Statement, advising that the Public Hearing has been advertised, is open to the public and webcast live, and outlined the process for the hearing.

5. **PUBLIC HEARING:**

The Mayor explained the process of this public hearing being held pursuant to Division 3, Part 14 of the *Local Government Act* for the purpose of hearing representation from those persons who believe their interests may be affected by Official Community Plan Amendment Bylaw No. 0100.60 and Zoning Amendment Bylaw No. 154.92.

The Mayor noted that information has been available for inspection, which includes any written comments received to date for the applications, and that Notice of the Public Hearing was duly advertised in accordance with the requirements of the *Local Government Act*.

5.1 Z 20-06, Official Community Plan Amendment Bylaw No. 0100.60 and Zoning Amendment Bylaw No. 154.92, Tallus Ridge Drive

The Director of Development Services introduced Official Community Plan Amendment Bylaw No. 0100.60 and Zoning Amendment Bylaw No. 154.92 to amend the Official Community Plan and rezone the property from Low Density Multiple Residential (R3) and Compact Single Detached Residential zone to Low Density Multiple Residential and Parks and Open Space (P1) zone.

The Mayor asked if the owner/agent wished to address Council regarding this application.

The owner/agent was not in attendance.

The Mayor asked a first time if there were any members of the public who wished to address Council regarding this file.

Ian Thompson

- There has been a gradual erosion in the area due to the lack of infrastructure;
- There is a continual parade of traffic, including sirens;
- The road network was never developed to handle the current traffic;
- Traffic wait times can be up to 20 minutes from Shannon Lake Road, to Bartley, and onto the Highway;
- Traffic going the opposite direction toward Westbank and the highway backs up due to the traffic circle and the traffic signal on the highway;
- Adding another 3,000 vehicles will result in a chaotic traffic situation;
- Need another way out of the area in order to accommodate these types of developments;
- Shannon Lake Road was not made to accommodate this volume of traffic;

- Another route out of the area needs to be identified.

The Mayor asked a first time if there were any members of the public who wished to address Council regarding this file. There were no comments from the public.

The Mayor asked a second time if there were any members of the public who wished to address Council regarding this file. There were no comments from the public.

The Mayor asked a third and final time if there were any members of the public who wished to address Council regarding this application. There were no comments from the public.

The Mayor declared the public hearing closed at 6:26 p.m. and Council cannot accept any further information regarding this application.

6. Termination of Public Hearing

The Public Hearing terminated at 6:26 p.m.

MAYOR

I hereby certify this to be a fair and accurate summary of the nature of the representations made by the public at the Public Hearing with regard to Official Community Plan Amendment Bylaw No. 0100.60 and Zoning Amendment Bylaw No. 154.92, Tallus Ridge Drive, held on November 24, 2020.

Legislative Services Manager/Corporate Officer



CITY OF WEST KELOWNA
MINUTES OF THE REGULAR MEETING OF COUNCIL

Tuesday, November 24, 2020
COUNCIL CHAMBERS
2760 CAMERON ROAD, WEST KELOWNA, BC

MEMBERS PRESENT: Mayor Gord Milsom
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Staff Present: Paul Gipps, CAO
Allen Fillion, Director of Engineering / Public Works
Warren Everton, Director of Finance / CFO
Sandy Webster, Director of Corporate Initiatives
Michelle Reid, Director of Human Resources
Mark Koch, Director of Development Services
Jason Brolund, Fire Chief
Bob Dargatz, Development Engineering Manager
Shelley Schnitzler, Legislative Services Manager/Corporate Officer
Mike Cain, Bylaw Services Manager
Kari O'Rourke, Communications Manager
Erin Goodwin, Facilities and Recreation Manager
John Perrott, Economic Development and Tourism Manager
Rob Hillis, Engineering Manager
Kevin Bouchier, Recreation Supervisor
Rebecca Narinesingh, Corporate Records Coordinator

1. CALL THE REGULAR COUNCIL MEETING TO ORDER

The meeting was called to order at 6:27 p.m.

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

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

2. INTRODUCTION OF LATE ITEMS

3. ADOPTION OF AGENDA

It was moved and seconded

Resolution No. C294/20

THAT the agenda be adopted as presented.

CARRIED UNANIMOUSLY

4. ADOPTION OF MINUTES

4.1 Minutes of the Special Council Meeting held Tuesday, November 10, 2020 in the City of West Kelowna Council Chambers

It was moved and seconded

Resolution No. C295/20

THAT the minutes of the Special Council Meeting held Tuesday, November 10, 2020 in the City of West Kelowna Council Chambers be adopted.

CARRIED UNANIMOUSLY

4.2 Minutes of the Regular Council Meeting held Tuesday, November 10, 2020 in the City of West Kelowna Council Chambers

It was moved and seconded

Resolution No. C296/20

THAT the minutes of the Regular Council Meeting held Tuesday, November 10, 2020 in the City of West Kelowna Council Chambers be adopted.

CARRIED UNANIMOUSLY

4.3 Minutes of the Special Council Meeting held Tuesday, November 17, 2020 in the City of West Kelowna Council Chambers

It was moved and seconded

Resolution No. C297/20

THAT the minutes of the Special Council Meeting held Tuesday, November 17, 2020 in the City of West Kelowna Council Chambers be adopted.

CARRIED UNANIMOUSLY

5. MAYOR AND COUNCILLOR'S REPORTS

5.1 Mayor Milsom

5.1.1 Regional District of Central Okanagan Highlights from the November 12, 2020 Regional Board Meeting

6. DELEGATIONS

7. UNFINISHED BUSINESS

8. DIVISION REPORTS

8.1 CHIEF ADMINISTRATIVE OFFICER

8.1.1 Rose Valley Water Treatment Plant Progress Update

The CAO and the Director of Engineering and Public Works provided a verbal update on the progress of the Rose Valley Water Treatment Plant.

8.2 DEVELOPMENT SERVICES

8.2.1 DP 20-22, Commercial Development Permit, 3788 Brown Road

It was moved and seconded

Resolution No. C298/20

THAT Council authorize the issuance of a Development Permit (DP 20-22) to construct 42 units in one four storey building with underground parking located at 3788 Brown Road, subject to the conditions outlined in the attached Development Permit; and

THAT issuance of the Development Permit be withheld pending receipt of landscape security for the landscape plan in the amount of \$69,668.75; and

THAT if the Development Permit has not been issued within one year from the date of approval, the Permit shall be deemed to have been refused and the file closed.

CARRIED UNANIMOUSLY

8.2.2 Z 20-06, OCP and Zoning Amendment Bylaw No. 100.60 and 154.92 (3rd Reading), Unaddressed Canyon Crest Drive

It was moved and seconded

Resolution No. C299/20

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

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

CARRIED UNANIMOUSLY

8.2.3 P 20-16 – Proposed Short Term Rental Program

It was moved and seconded

Resolution No. C300/20

THAT Council direct staff to further engage the community and stakeholders on the proposed Short Term Rental program as outlined in this report.

CARRIED UNANIMOUSLY

The meeting recessed at 8:10 p.m.

The meeting reconvened at 8:21 p.m.

8.3 ENGINEERING / PUBLIC WORKS / PARKS

8.3.1 Glenrosa Road Storm and Sidewalk

It was moved and seconded

Resolution No. C301/20

THAT Council direct staff to utilize previously approved funding to amend the Glenrosa Road Improvement contract to include sidewalk and the replacement of the storm drainage main on Glenrosa Road from Morningside Drive to the existing sidewalk to the south.

CARRIED UNANIMOUSLY

8.4 FIRE RESCUE SERVICES

8.5 CORPORATE INITIATIVES

8.5.1 Draft 2021 Communications and Engagement Plan and Policy

The Communications Manager presented the 2021 Communications and Engagement Plan and Policy.

8.5.2 2021 Draft Economic Development and Tourism Operational Plan

The Economic Development and Tourism Manager presented the 2021 Draft Economic Development and Tourism Operational Plan.

8.6 FINANCIAL SERVICES / RECREATION AND CULTURE

8.6.1 COVID-19 Financial Impact – Recreation Services

The Facilities and Recreation Manager provided an update on the COVID-19 Impact to Recreation Services.

Bob Stedham and John Douglas from Active Living Enterprises, operators of the Johnson Bentley Memorial Aquatic Centre, provided an update on COVID-19 impacts to their operations.

It was moved and seconded

Resolution No. C302/20

THAT the Council meeting be extended to 10:30 p.m.

CARRIED UNANIMOUSLY

8.6.2 Community Holiday Light Up and Skate Events Reimagined

The Recreation Supervisor provided an update on the Community Holiday Light Up and Skate Events.

9. CORRESPONDENCE AND INFORMATION ITEMS

10. NOTICE OF MOTION

11. ADJOURNMENT OF THE REGULAR MEETING

The meeting adjourned at 10:24 p.m.

MAYOR

LEGISLATIVE SERVICES MANAGER/CORPORATE OFFICER

Highlights of the Regional Board Meeting – November 23, 2020

Region's First Transportation Plan

The Regional Board has received a presentation on the Central Okanagan's first Transportation Plan. It was developed over more than two years and included opportunities for public and stakeholder input. The plan and supporting Regional Bicycling and Trails Master Plan and Regional Disruptive Mobility Strategy outline potential transportation projects and priorities that are designed to build and maintain a healthy, connected transportation future with sustainable options for moving around the Central Okanagan. Other local government partners are being asked to adopt the plans.

Planning Applications

The Regional Board approved the following planning applications:

- Development Variance Permit VP-20-05 at 1876 Huckleberry Road (N. Dray, owner) – to allow a reduction in the minimum side yard setback in the Joe Rich Rural Land Use Bylaw to permit an existing accessory building based on a Land Surveyor's Certificate.
- Joe Rich Land Use Bylaw Amendment No. 1195-23 for 1876 Huckleberry Road (N. Dray, owner) to permit an existing secondary suite in a single family dwelling on the property.
- Development Variance Permit VP-19-08 for properties located in the Sunset Ranch development on Pine Valley Drive (Greg Bird, agent Acorn Homes) to conform an existing retaining wall with the RDCO Zoning Bylaw.

Audio

- [Regular Regional Board](#)

Regional Board Meetings

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

- **Monday, December 7 – 7:00 pm**

Sterile Insect Release Program Update

The Regional Board has endorsed a resolution that recommends changes in the formula used to determine how participating regional districts allocate the annual tax requisition to fund the Sterile Insect Release program. The resolution also supports phasing-in the new apportionment approach over four years. Each of the four regional districts participating in the SIR program are requesting that the Provincial Government make the necessary legislative changes.

Financial Plan Preliminary Preview

The Regional Board has received an initial preview and information regarding plans for the 2021-2025 Financial Plan. The first draft of the budget document will be presented during a public meeting on February 18. There will be three opportunities for public input during Board meetings including on the evening of Monday, February 22. Budget information and online feedback will be available in advance of the meetings at rdco.com/budgets.

Joe Rich Fire Rescue is Recruiting



Joe Rich Fire Rescue welcomes new paid-on-call members to join and serve the community!

If you're in good physical condition and between the ages of 19 and 65, we'd like to hear from you.

Take the first step and contact us by November 30.

We provide successful applicants with firefighting and first medical response training to help in an emergency.

Visit rdco.com/firerecruit for details and an application package.



Interested?

(250) 469-6179

joerichfirecommunity@rdco.com

Please leave your name, phone number and email address.

We'll contact you with intake information and application details.

Wilson's Landing Fire Annual Santa Run Food Drive



Help Wilson's Landing Fire Help Those in Need

Residents from Traders Cove to Shelter Cove including Lake Okanagan Resort are encouraged to once again support this year's **contactless Wilson's Landing Fire Santa Run Food Drive**.

Monday, December 7 between 5:00 and 9:00 pm, members of **Wilson's Landing Fire joined by Santa** will practise physical distancing as they go throughout the community to **collect non-perishable food and cash donations** for the Central Okanagan Community Food Bank.

The evening of the event, residents should turn on their outside front lights and leave donations at the entrance to their driveway or on their door step. Fire department members will safely pick up the donations as they travel the streets and roads in communities they serve along Westside Road.

For more information: email WLF.command@rdco.com or call 250-469-6161

2021 Regional Board Meeting Schedule

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

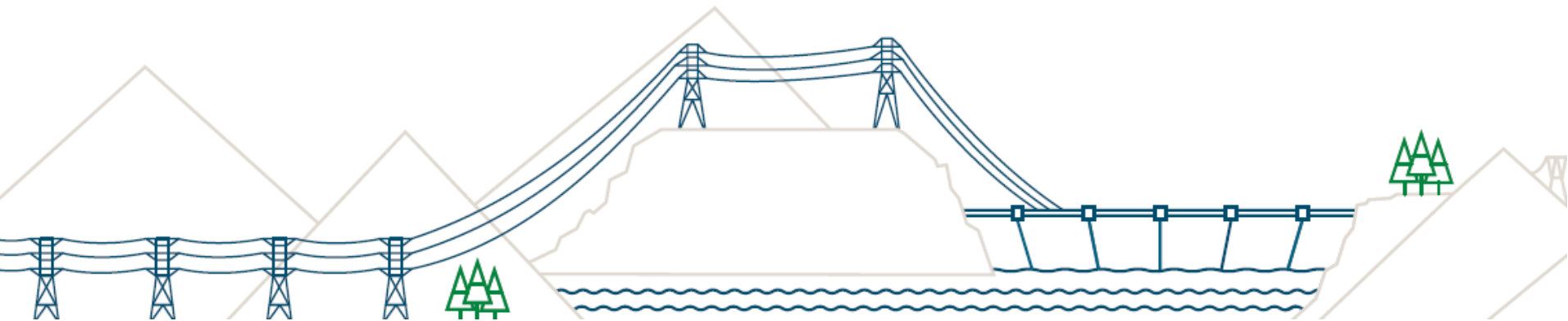
January 14 *	January 25
February 11 *	February 18 Preliminary Budget Review and public comment
February 22 includes Budget public comment	March 11 * includes Budget Review and public comment
March 29 Budget Adoption	April 8 *
April 26	May 13 *
May 31	June 10 *
June 28	July 8 *
July 26	August 23
September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

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

West Kelowna Transmission Project update

December 8, 2020

City of West Kelowna



Rachelle Trent, Project Manager
Sarah McKinney, Stakeholder Engagement Lead

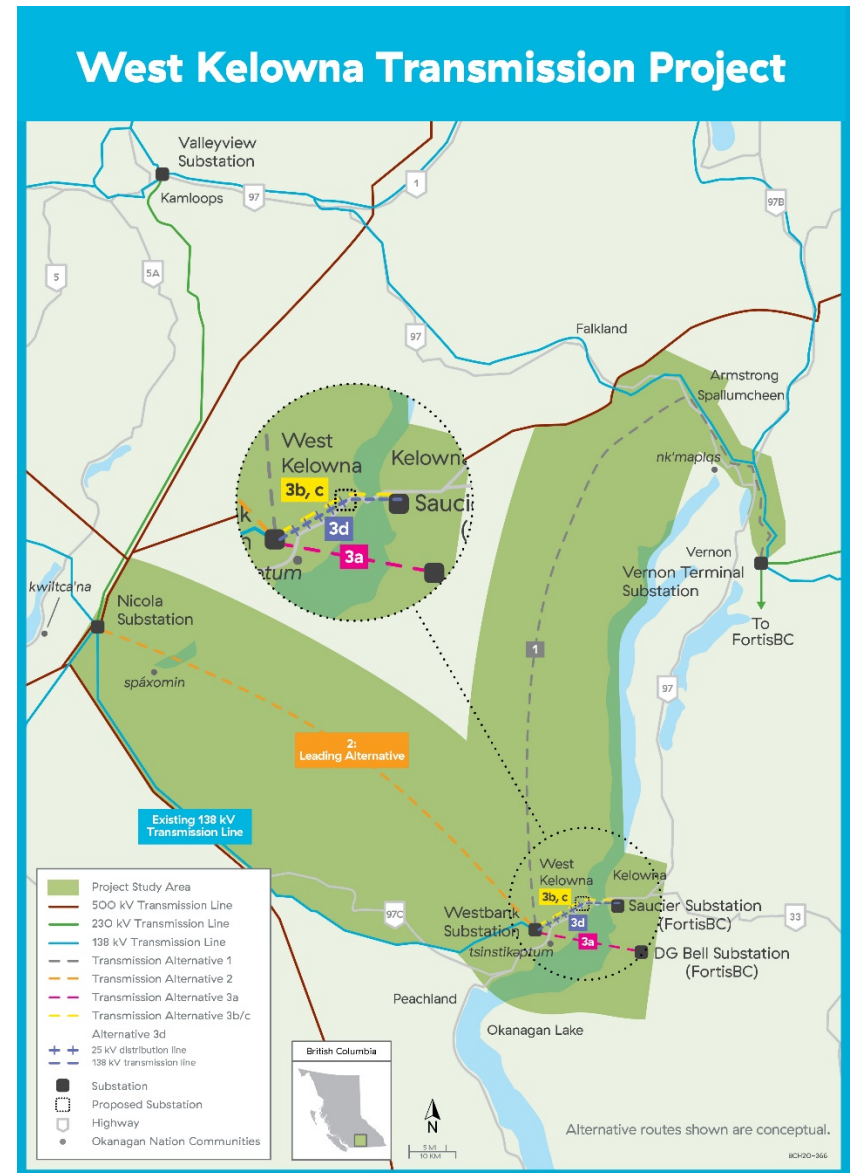
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Agenda

- Introductions
- Alternatives review
- Recap of 2020 activities
- Next steps
- Timeline moving forward
- Questions

Project alternatives

- Project goal: to provide electrical supply redundancy to the communities served by Westbank Substation.
- Resiliency is not being studied at this time.
- Alternative 2 remains the leading alternative.
- Studying new alternative, 3d, to Saucier Substation in Kelowna.



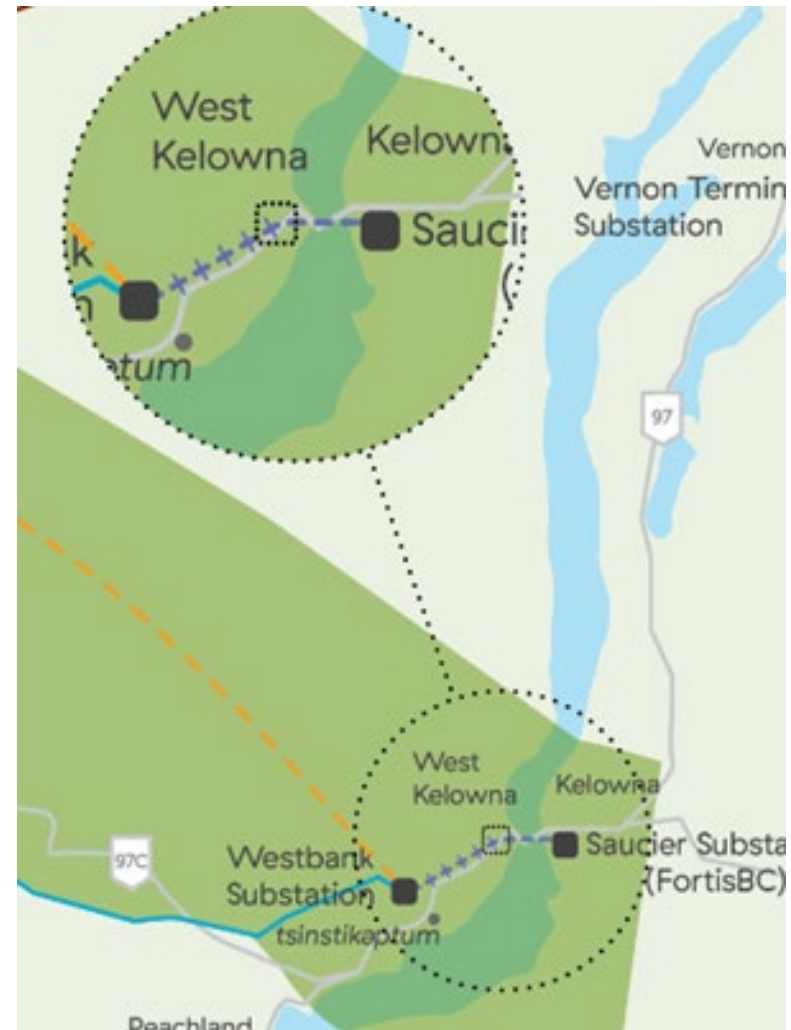
Alternative 2

- Involves building a new transmission line from the Westbank Substation to the Nicola Substation using a different route than the existing transmission line.
- Alternative 2 currently remains the leading alternative for the project.



Alternative 3d

- Similar to previous FortisBC alternatives except it uses distribution rather than transmission connections.
- Alternative 3d would include:
 - **A new BC Hydro above-ground substation** within Westbank First Nation or the City of West Kelowna.
 - **New BC Hydro underground and submarine transmission cables** crossing Okanagan Lake to FortisBC's Saucier Substation.
 - **New underground BC Hydro distribution cables** from Westbank Substation to the new substation.



2020 in review

Work this past year has focused on studying Alternative 3d.

- We're working towards a design and cost estimate for Alternative 3d conceptual design.
- Several tasks were completed in 2020 to support this:
 - Engagement with FortisBC.
 - Engagement with Westbank First Nation.
 - Engagement with City of Kelowna staff.
 - Conceptual-level desktop Environmental and Archeological Assessments.

Next steps in early 2021

Task	Timeframe
Engagement and collaboration with First Nations	Ongoing
Online public consultation	Early 2021
Share our structured decision making	Early 2021
Confirm leading alternative	Early 2021

Timeline

Task	Timeframe
<p>Feasibility design phase:</p> <ul style="list-style-type: none"> • Update cost estimate to +50%/-15%. • Feasibility level design. • Field studies as required. 	<p>Initiate in mid-2021.</p>
<p>Definition phase:</p> <ul style="list-style-type: none"> • Update cost estimate to +15%/-10%. • Detailed design. • Focused field studies as required. 	<p><i>Timing to be updated once preferred alternative selected.</i></p>
<p>Certificate of Public Convenience and Necessity (CPCN)</p> <ul style="list-style-type: none"> • Prepare application (6 months). • Review/approval process by BCUC (12 months). 	<p><i>Timing to be updated once preferred alternative selected.</i></p>
<p>Implementation phase – construction begins.</p>	<p><i>Timing to be updated once preferred alternative selected.</i></p>

First Nations consultation and stakeholder engagement will be ongoing throughout all stages of the project.

Discussion and questions



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Chris Oliver, Planner III

File No: Z 20-04

Subject: **Z 20-04; Official Community Plan Amendment Bylaw No. 0100.61 and Zoning Amendment Bylaw No. 0154.94 (1st & 2nd), Highway 97 S (Goats Peak Block C)**

RECOMMENDATION

THAT Council give first and second reading to Official Community Plan Amendment Bylaw No.0100.61, 2020 and Zoning Amendment Bylaw No. 0154.94, 2020; and

THAT Council direct staff to schedule the bylaws for public hearing.

STRATEGIC AREA(S) OF FOCUS

Economic Growth and Prosperity (Strategic Plan Priorities 2020-2022)

BACKGROUND

The subject application is for the first phase of the Goat's Peak Comprehensive Development Plan (CDP). Since the adoption of the CDP the applicant has refined their plan for Block C and is proposing to amend the Official Community Plan land use designations and concurrently rezone the subject properties. The proposed amendments will facilitate approximately 60 single family residential lots and 82 single family or duplex lots, and 42 townhouse units in the Goats Peak/ Gellatly area.

PROPERTY DETAILS

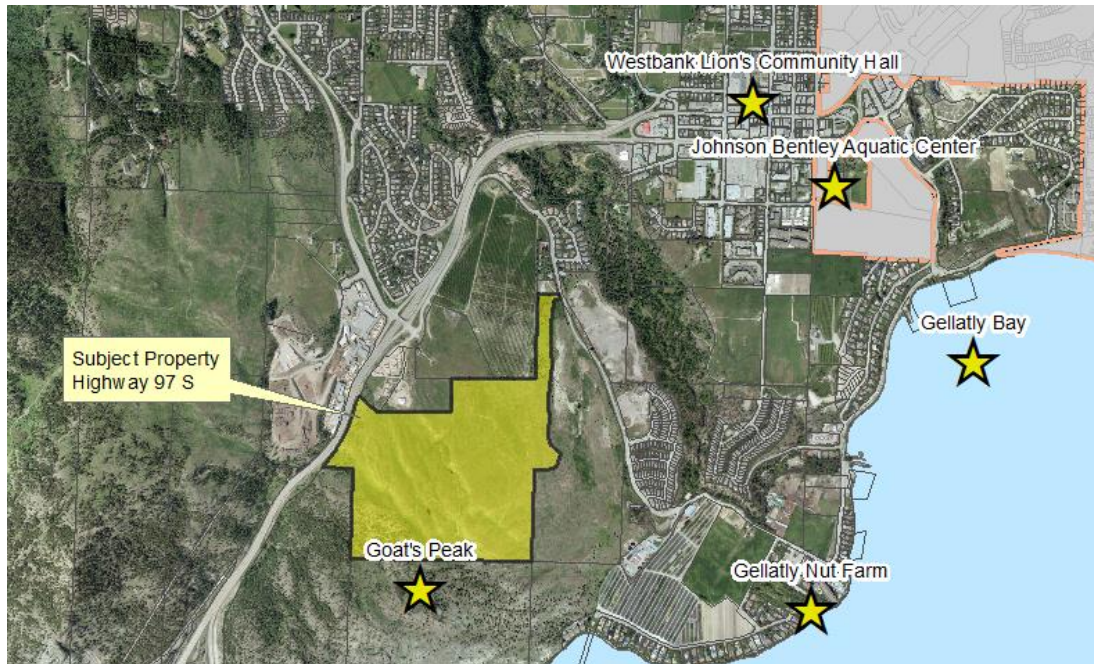
Address	Highway 97S (no municipal address) and 4012 Gellatly Road S		
PID	013-282-794 and 011-397-390		
Folio	36415236.100 and 36414569.000		
Lot Sizes	161.314 acres (652815 sqm) and 68.382 acres (276732 sqm)		
Owner	Goats Peak Lot A Holdings And Goats Peak South Half Holdings	Agent	Brad Clifton (Emil Anderson)
Current Zoning	Rural Resource Zone (RU5) and Rural Residential Large Parcel Zone (RU4)	Proposed Zoning	Single Family Residential (R1), Duplex Residential (R2), Low Density Multiple Family (R3), and Parks and Open Space (P1)

Current OCP	Single Family Residential, Low Density Multiple Family, and Parks and Natural Areas	Proposed OCP	Single Family Residential, Low Density Multiple Family, and Parks and Natural Areas
Current Use	Vacant	Proposed Use	Residential
Development Permit Areas	Hillside, Wildfire, and Sensitive Terrestrial Ecosystem		

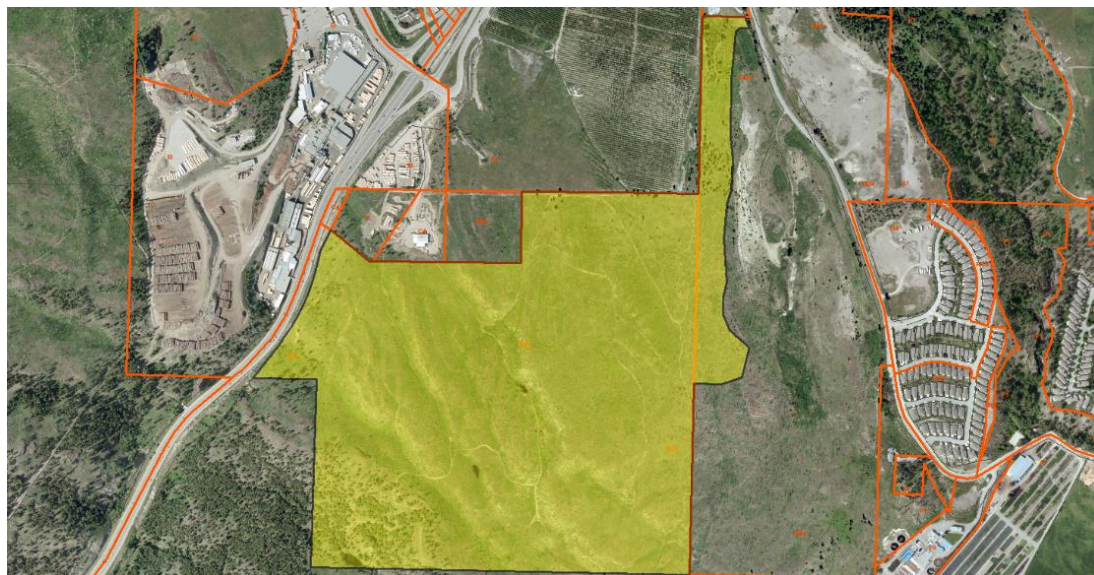
ADJACENT ZONING & LAND USES

North	^	Agricultural and Single Family Residential
East	>	Rural Residential Large Parcel
West	<	Rural Resource
South	v	Goats Peak Regional Park

NEIGHBOURHOOD MAP



PROPERTY MAP



The Goats Peak Comprehensive Development Plan outlines the development of a large area above the Northwest shore of the Okanagan Lake at the Southern boundary of the City of West Kelowna. The development area consists of four separate lots located adjacent to Gellatly Road, near the Glenrosa interchange. The concept for the area includes a diverse range of uses with a phased development and includes approximately 933 units (Figure 1).

Proposal

Block C is one of the five areas identified in the CDP which has been brought forward for an OCP amendment and rezoning. The proposal includes changes to the location of land use designations proposed in the Goat’s Peak CDP, and corresponding Zoning Bylaw amendments. The changes are primarily comprised of shifting of single detached residential and low-density multiple family units in Block C (Figure 2)

The proposed rezoning specifically consists of rezoning from RU5 – Rural Resource Zone and RU4 – Rural Residential Large Parcel Zone to (Figure 3):

- Single Detached Residential (R1)
- Duplex Residential (R2)
- Low-density Multiple Family (R3)
- Park and Open Space (P1)

DISCUSSION

Policy and Bylaw Review

Official Community Plan (OCP) Bylaw No. 0100
 Land Use Designation – The proposed amendments are consistent with the land uses proposed as part of the Goats Peak CDP. The proposal includes a swap of Single Family Residential land use areas with Low Density Multiple Family. The Goats Peak CDP identified that this area could accommodate up to 245

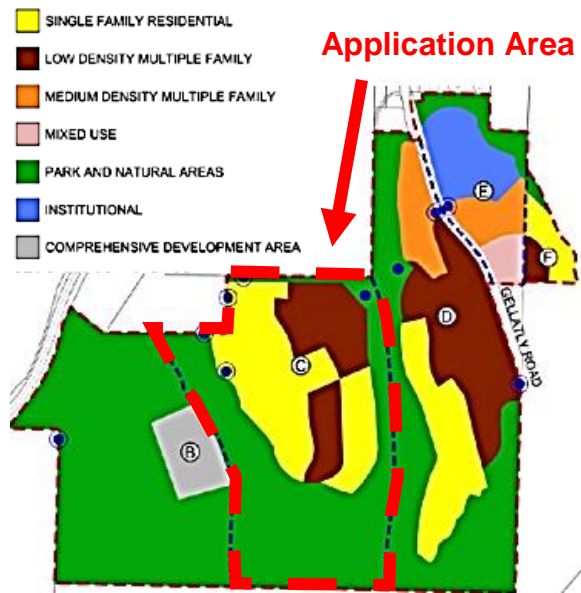


Figure 1. Original CDP Block C

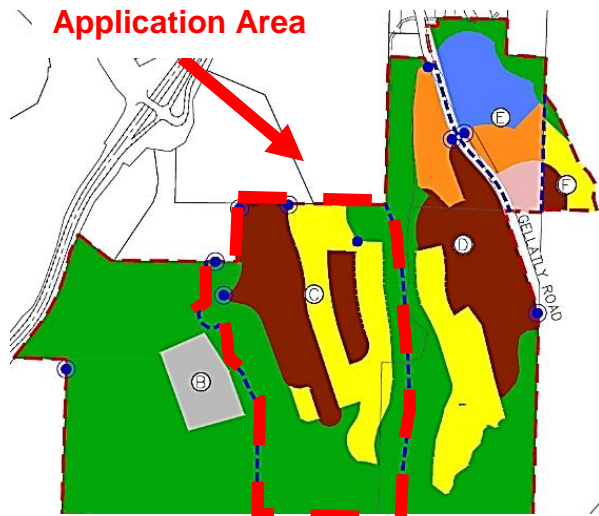


Figure 2. Revised Block C

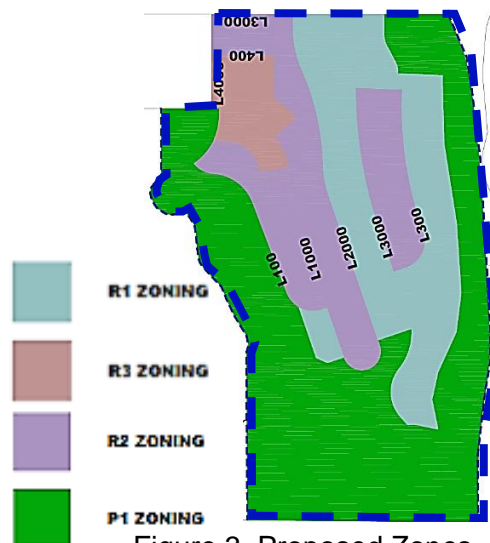


Figure 3. Proposed Zones

units and the applicant has identified through the proposed amendment that this area would accommodate approximately 184 residential units. Based on the number of identified units, the swap does not increase the overall density that was envisioned for the area through the CDP process.

Development Permit Areas – The subject property is located within the Hillside, Wildfire, and Sensitive Terrestrial Ecosystem Development Permit areas. Should the property be rezoned, the applicant would be required to address the Development Permit requirements as part of the future subdivision.

Comprehensive Development Plan (CDP)

The Goats Peak CDP was initiated in 2013 and adopted in 2017. Similar to other CDPs, the intent is to set a guiding framework for the development of the entire CDP area. In the Goats Peak CDP, Block C was envisioned as the initial phase of development and outlined various objectives that were considered as part of the establishment of the CDP. Key examples of these objectives include:

- Long-term protection of the environmental values of Goat’s Peak will be paramount in the development planning for the site.
- Any development approval of Goat’s Peak will encourage the provision of community trail connections, environmental protection, and parkland opportunities.
- Development must consider and strive to protect the visual sensitivity of the site.
- Development proposals must include safe emergency access/egress.

In addition to the objectives included in the CDP, specific criteria were also established and to be considered as part of the development of Block C including:

- A 1.87 hectare area intended to account for the majority of the parkland dedication requirements for the entire development will be dedicated during the development of Block C.

While a review of Block E with the City and SD 23 has taken place, the locations of the school site, athletic fields, and access to Block F are currently unknown. In order to address these requirements, a covenant can be registered to ensure the parkland dedication requirements for subdivision are met while also providing a degree of flexibility for the City and the School District.

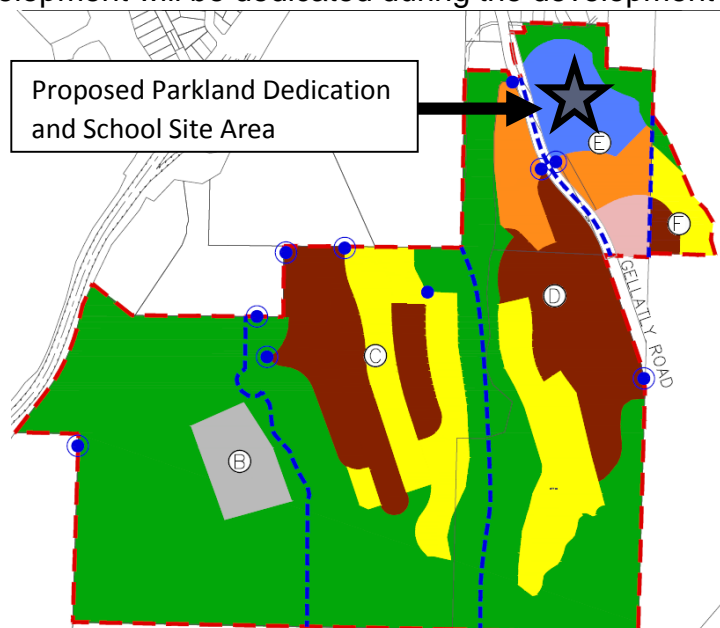


Figure 4. Proposed Parkland Dedication and School Site Area

- A blanket agreement over Block E will be established providing School District 23 the first right of refusal to purchase the site for the identified ~1.3 ha school site location in Block E (Figure 4).

A right of first refusal will be required to be executed by the property owner and School District 23 for the area identified in Block F as part of this application.

- A road right of way providing access to Block F will be provided during the development of Block C, in coordination with the dedication of land for athletic fields in Block E.

Similar to the parkland dedication requirement, with the unknown location of the uses in Block E, a blanket Road Reserve will be registered to ensure the intent of the CDP's requirement for access to Block F is met.

- The establishment of an agricultural buffer to the land to the north of Block C.

In order to accommodate the revisions to the proposed land uses, the applicant has also revised the agricultural buffer. The revised buffer achieves the same objectives as originally presented and will be required to be installed as part of subsequent processes and protected through a covenant (Figure 5 and Attachment 3).

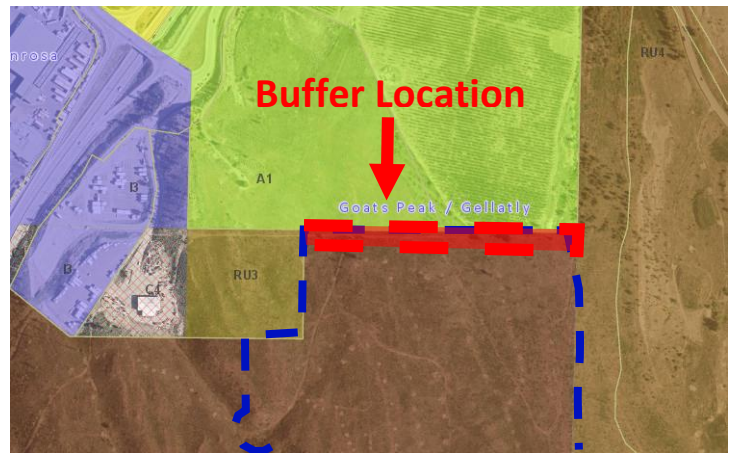


Figure 5. Agricultural Buffer Location

- That after the development of 100 units in Block C, an emergency access will be constructed in order to provide a second route in and out of Block C.

A covenant will be required to ensure that once the development exceeds 100 units, a second emergency access will be required. The general location has been identified and would require a subsequent review and approval prior to construction (Figure 6).

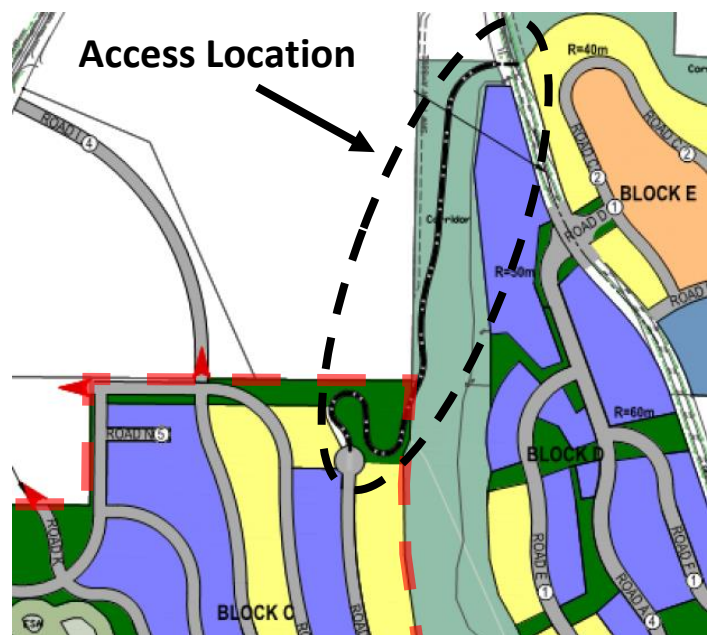


Figure 6. Emergency Access

Zoning Bylaw No. 0154

The proposed Single Detached Residential (R1) Zone is intended to accommodate low density single detached residential use on parcels of land that are 550 m² and larger. The proposed Duplex Residential Zone (R2) is intended to accommodate single detached residential and duplex residential uses. The Low Density Multiple Residential (R3) Zone is intended to accommodate multiple residential in low density house form which includes duplex and townhouse forms. The Parks and Open Space Zone is intended to accommodate parks and natural areas for recreation and associated uses. All three zones have varying regulations (see comparisons in Table 1 below).

Table 1. Zoning Regulations Comparison

Regulations	RU4 Zone	RU5 Zone	R1 Zone	R2 Zone	R3 Zone
Parcel Area	4.0 ha	30.0 ha	550 m ²	800 m ²	1000 m ²
Frontage	30.0 m	30.0 m	16.0 m	18.0 m	30.0 m
Parcel Coverage	10%	10%	40%	40%/ 35% (SFD)	40%
Building Height	12m for dwelling	12m for dwelling	9.0 m (3 storeys)	9.0 m (3 storeys)	9.0 m (3 storeys)
Setbacks					
Front	6.0 m	6.0 m	4.5 m/ 6.0 m (garage)	4.5 m/ 6.0 m (garage)	4.5 m/ 6.0 m (garage)
Rear	9.0 m	10.0 m	3.0 m	3.0 m	7.5 m
Interior Side	4.5 m	4.5 m	1.5 m	1.5 m	3.0 m
Exterior Side	4.5 m	4.5 m	4.5 m/ 6.0 m (garage)	4.5 m/ 6.0 m (garage)	4.5 m/ 6.0 m (garage)
Agricultural	15.0m/ 9.0 m <u>w</u> buffer	15.0m/ 9.0 m <u>w</u> buffer	15.0m/ 9.0m <u>w</u> buffer	15.0m/ 9.0m <u>w</u> buffer	15.0m/ 18.0m for the third storey

As highlighted in the OCP section above, the proposed land uses are consistent with what was proposed during the development of the CDP. The proposal includes a range of housing options that will achieve a key housing objective of the City which is to encourage a range of housing choices by type and tenure in West Kelowna’s neighbourhoods.

Parkland and Open Space

As identified in the CDP, there is a large portion of Block C that is intended to be maintained as open space. The proposal includes ~16.47 ha open space and generally encompasses environmentally sensitive and undevelopable areas (Figure 7). In accordance with the Park Land Acceptance Policy, the City considers these lands remnant lands:

“Remnant Land” means land that has not been developed through the development process because it was identified as undevelopable, unusable, or undesirable due to the presence of certain topographic, geologic, geographic, or environmental features and associated liabilities.

To manage the creation of remnant lands through the development process, and to ensure remnant lands are not unintentionally acquired through tax sale, in accordance with the Policy, the City shall require the identified remnant lands:

- (a) Be attached to, or remain part of an abutting parcel that is not defined as remnant land, whereby ensuring remnant lands remain privately held and are connected to lands which maintain value for development.
- (b) Be designated as lands unsuitable for future development through the OCP amendment and rezoning. Refinements to the boundary are anticipated to be further delineated. This recognizes each process requires a varying degree of accuracy.
- (c) Be protected and have restrictions, as determined by and to the satisfaction of the City, to limit future land use that is subject to the existing hazards.

A referral was sent to the RDCO and the remnant lands have been briefly discussed through that process. Currently, the RDCO has not provided a formal comment for the application and has not stated any interest in the remnant lands. Additional information will be provided prior to the public hearing.

Trails and Connectivity

The proposed OCP amendments and rezoning have influenced the layout of Block C and necessitated a change to the previously identified trails plan. While the revisions are minor, the updated plan provides a clear indication for the expectation that the developer provides a variety of connectivity options for existing and future residents (Figure 7). The key points of connectivity for Block C are to the Goat’s Peak Regional Park to the south, the existing trail network that connects to Gellatly Road, and future development blocks. While the plan will likely be refined during subsequent development, it is important to highlight that the applicant shares the recognition

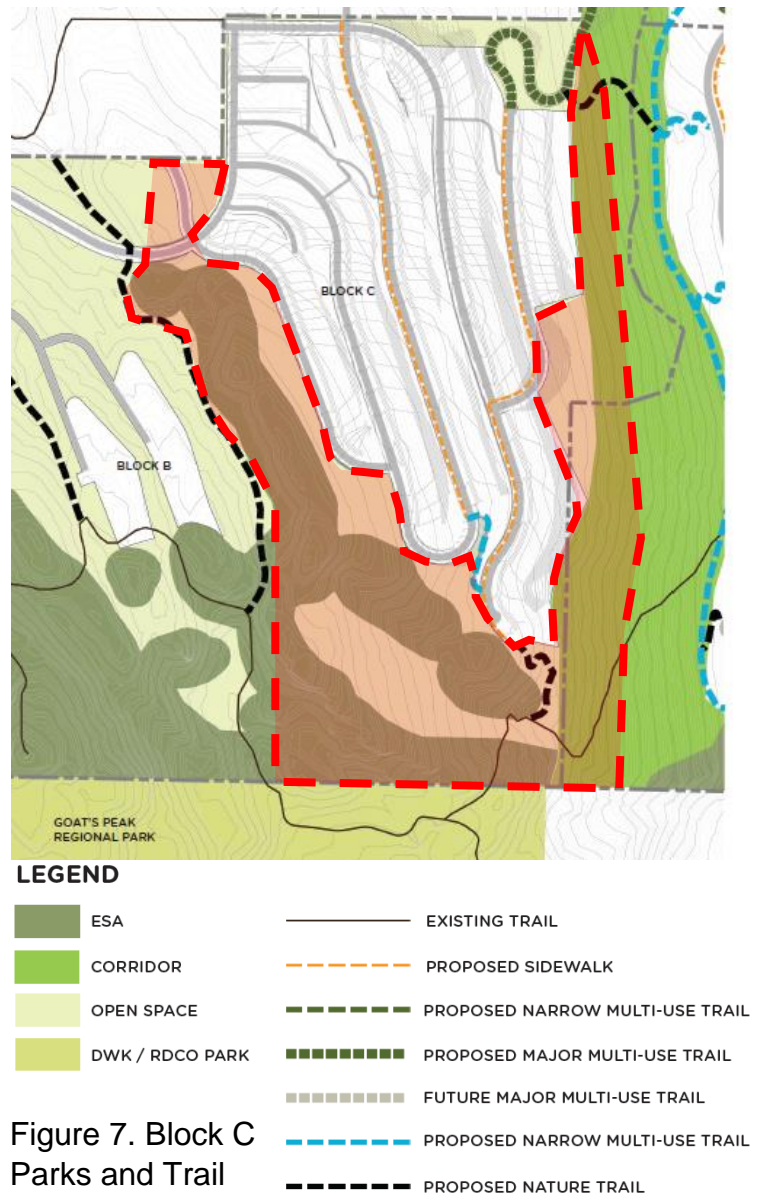


Figure 7. Block C Parks and Trail Map

that these trails are a key amenity to existing and future residents. These works will be secured through a covenant and statutory right of way that ensure the works or a portion of the works occur with subsequent phases of subdivision.

Technical Review

A detailed review of the servicing for Block C has been provided. There have been no significant concerns or issues identified for this phase of the CDP area.

Servicing - Water

No required upgrades to the City's existing water system are required for Block C. Important considerations for the proposed water system include:

- The watermain from the northerly boundary of Block C, across the adjacent agricultural parcel and Highway 97 to the tie-in at Glenway Court is recommended to be included as a condition of rezoning; and
- A petition to join the City's Local Area Water Service (Council approval) is required.

The off-site improvements will be secured through a covenant, and the water system petition would be brought forward concurrently if subsequent readings are given to the proposed Amendment Bylaws.

Servicing – Sanitary

No required sanitary improvements to existing City infrastructure have been identified as part of the development of Block C. Additional review by the Regional District of the Central Okanagan is underway and additional comments will be provided if the Amendment Bylaws advanced to public hearing.

Servicing – Stormwater

The proposed stormwater management plan includes interim solutions until development in Block D advances. The proposed method of addressing stormwater on the site is to construct a temporary detention pond on a flat bench in Block D with an overland overflow ditch to Gellatly Road. These off-site works may include improvements to Gellatly Road (i.e. ditching, erosion control, curbing, and a piped system) downstream of the proposed development. These off-site works will be secured through a covenant as part of the rezoning.

Servicing – Additional Review

As part of the overall servicing of the greater CDP area and future development blocks, additional review and discussions with the applicant will be required to determine the off-site improvements to existing infrastructure systems that are required. These discussions are ongoing to ensure that any required improvements are discussed early in the process.

Transportation and Access

An updated assessment has been prepared by Urban Systems and reviewed by the City's consulting transportation engineer. Key areas of discussion have been focused on the

involvement of the Ministry of Transportation and Infrastructure, and BC Transit. As part of this review, it has been identified that additional discussions between the four parties will need to take place to ensure that all transportation-related impacts are identified. The preliminary review has generally identified the need for various off-site improvements including a main access road connection (Road I) to Gellatly Road, the installation of a transit stop and shelter, off-site sidewalk connection, right-turn channel at the Glenrosa overpass, and turn lanes to access the development (Figure 8).



Figure 8. Identified Off-Site Improvements and Road I to Gellatly Road

Once additional comments have been received and reviewed by each partnering agency the information gathered will be presented to Council at or prior to the public hearing.

Wildfire Mitigation

A wildfire hazard assessment was submitted with the application and identifies that Block C is located in a high threat area. The report generally identifies that through a treatment prescription, the area can be suitable for development. Similar to the other requirements identified as part of this application, it is anticipated that a condition to reduce this hazard threat to low to moderate for the entire Block C area will be required and applied as part of subsequent development processes.

Geotechnical

A geotechnical review was submitted that notes that “the site is considered safe for the intended use.” In addition to the site suitability statement, a landslide assurance statement has also been provided. The report also highlights that some additional considerations to geotechnical issues including slope stability, rockfall hazard, etc. will be required during the design and construction phase (subsequent DP and subdivision).

Environmental

An environmental impact assessment was submitted as part of the CDP that identifies impacts from development are generally low to moderate: loss and fragmentation of wildlife habitat and ecosystems is relatively low, but cumulative effects of abundant

development in the area that pose barriers to ecological connectivity are significant. However, appropriate measures that provide for species movement and ecosystem connectivity in surrounding areas should afford adequate mitigation.

The key mitigation recommendations are to protect and enhance the environmental values of the surrounding areas (particularly the ESAs), and to conserve and restore the limited ecological connectivity that exists in the area, including the identified Wildlife / Ecosystem Corridors (particularly at the north and south ends of development along Gellatly Road). In accordance with these recommendations, a significant portion (~16.47 ha) of Block C is being preserved as open space. If the development progresses through to subdivision, a development permit addressing the ecological, hillside, and form and character considerations would be required. At that time, more specific reporting and recommendations for works surrounding these ESAs will be required.

Archeological

As a requirement of the CDP, it was identified that the City will require an Archeological Assessment at time of rezoning. An assessment is currently underway, additional information will be presented at the public hearing if Council advances the Amendment Bylaws.

Referral Responses

Advisory Planning Commission (APC) – The APC considered the application on September 23, 2020 and provided the following recommendation:

***THAT** the APC recommends support for file Z 20-04, Official Community Plan Amendment Bylaw No. 100.61 and Zoning Amendment Bylaw No. 154.94 (Goats Peak) as presented.*

Agricultural Advisory Committee (AAC) – The AAC considered the application on October 1, 2020 and provided the following recommendation:

***THAT** the AAC support the application (Z 20-04) as presented with consideration given to consultation of appropriate buffers between the residential community and the agricultural operations.*

In the discussion, the AAC noted the importance of ensuring future owners are adequately notified that they are surrounded by active agricultural operations and would be subject to common nuisances (air cannon, pest spray, helicopters, etc.). The identified method for addressing these concerns is through the registration of an agricultural protection covenant on title.

Public Notification

Two notice of application signs have been placed on the subject property in accordance with the Development Application Procedures Bylaw No. 0260. Should the application receive first and second reading, a public hearing for the application will be scheduled.

CONCLUSION

Council may choose to consider the following as part of the consideration for giving first and second reading:

- Residential policies encourage the sensitive integration of different housing forms in all residential growth areas in support of neighbourhood diversity and healthy communities;
- The proposed application is generally consistent with the land uses that were considered for Block C as part of the Goats Peak CDP process;
- The future development permit process will address hillside and environmental mitigation, as well as form and character for any proposed townhouse units;
- The proposal includes buffering from adjacent agricultural lands; and
- A public hearing will allow residents to provide input regarding the proposal.

COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution
February 14, 2017	THAT Council give third reading as amended and adopt City of West Kelowna OCP Bylaw No.0100.40, 2016	C149/17
November 22, 2016	Public Hearing held.	n/a
October 11, 2016	THAT Council give first and second reading to City of West Kelowna OCP Bylaw No. 0100.40, 2016; and THAT Council direct staff to schedule the bylaw amendment for public hearing.	C341/16
July 26, 2016	THAT Council direct staff to proceed with the associated bylaw amendments to the OCP upon completion of the following: 1) Further identification, size and location details for proposed neighbourhood commercial, school and park sites; and 2) Associated timing for the dedication of park land.	C274/16
October 23, 2013	THAT Council approve the terms of reference for the preparation of the Goat's Peak / Gellatly Comprehensive Development Plan.	C380/13

Alternate Motion:

THAT Council postpone first and second reading to Official Community Plan Amendment Bylaw No.0100.61, 2020 and Zoning Amendment Bylaw No. 0154.94, 2020.

Should Council postpone consideration of the proposed Amendment Bylaws, further direction to staff on how to proceed is requested.

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No

Attachments:

1. Official Community Plan Amendment Bylaw No. 0100.61
2. Zoning Amendment Bylaw No. 0154.94
3. Landscape Buffer Plan

CITY OF WEST KELOWNA

BYLAW NO. 0100.61

A BYLAW TO AMEND "OFFICIAL COMMUNITY PLAN BYLAW NO. 0100"

WHEREAS the Council of the City of West Kelowna desires to amend "CITY OF WEST KELOWNA OFFICIAL COMMUNITY PLAN BYLAW NO. 0100" under the provisions of the *Local Government Act*.

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

1. Title

This Bylaw may be cited as "CITY OF WEST KELOWNA OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW NO. 0100.61, 2020".

2. Amendments

"Official Community Plan Bylaw No. 0100" is hereby amended as follows:

2.1 By changing the land use designations on a portion of Lot A DLs 3187, 4056 and 4231 ODYD Plan 40803 Except Plan 43135 from:

- Low Density Multiple Family to Parks and Natural Areas;
- Low Density Multiple Family to Single Family Residential;
- Parks and Natural Areas to Low Density Multiple Family;
- Parks and Natural Areas to Single Family Residential;
- Single Family Residential to Low Density Multiple Family; and
- Single Family Residential to Parks and Natural Areas.

2.2 By changing the zoning on a portion of The South ½ of DL 3187 ODYD Except Plans 40803 and KAP45531 from Parks and Natural Areas to Single Family Residential.

2.3 By depicting the change on "Official Community Plan Bylaw No. 0100 Schedule "1" (Official Community Plan Land Use Designation Map).

READ A FIRST AND SECOND TIME THIS ____ DAY OF _____, 2020
PUBLIC HEARING HELD THIS _____ DAY OF _____, 2020
READ A THIRD TIME THIS _____ DAY OF _____, 2020
ADOPTED THIS _____ DAY OF _____, 2020.

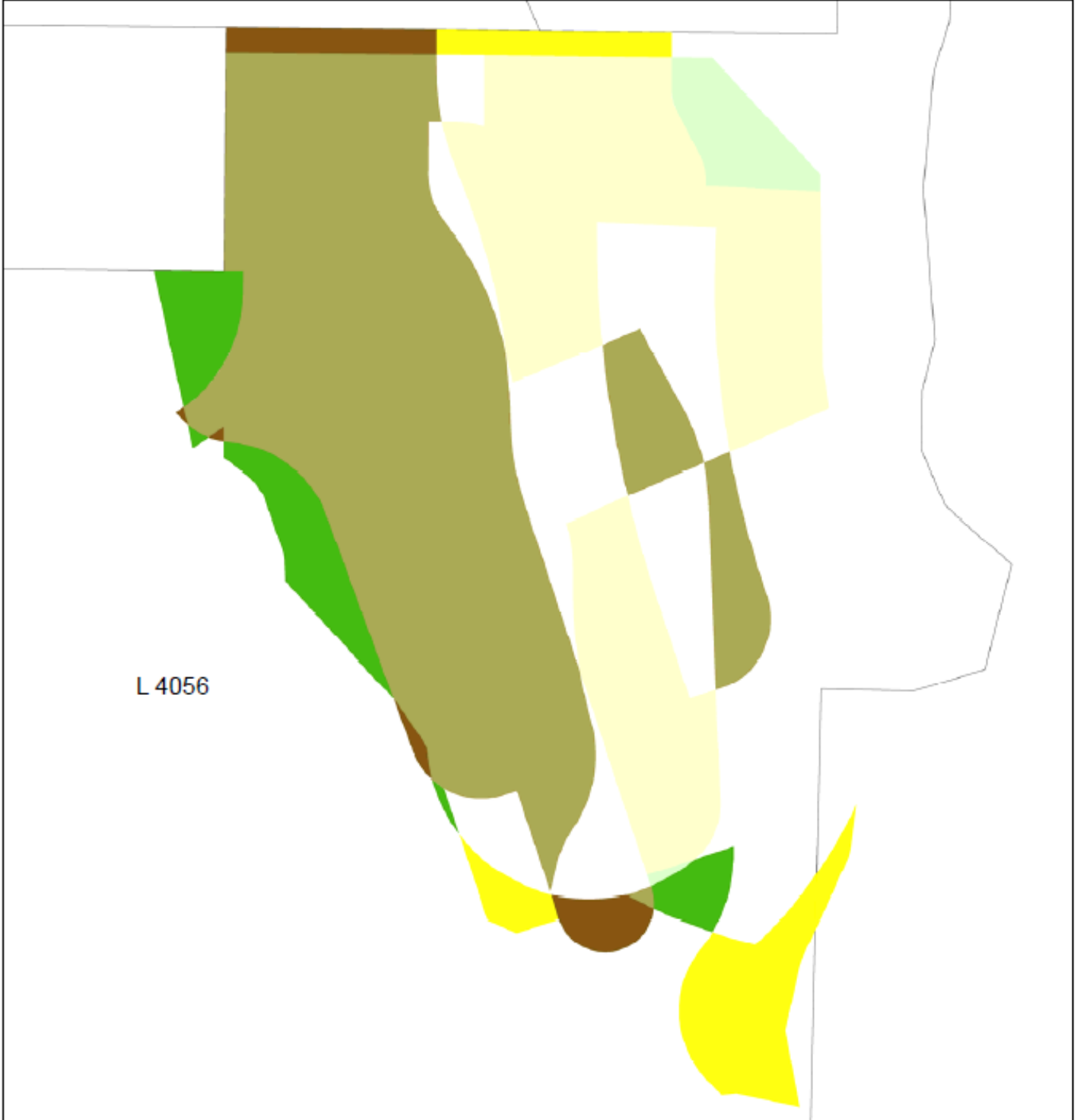
MAYOR








CITY CLERK

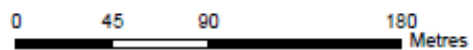


SCHEDULE '1' of BYLAW NO. 0100.61

Date: 26/11/2020



- | | |
|---|---|
|  LDMF To PNA |  PNA To SFR |
|  LDMF To SFR |  SFR To LDMF |
|  PNA To LDMF |  SFR To PNA |
|  Parcels | |



Path: H:\DEVELOPMENT SERVICES\PLANNING\3360_Zoning & Rezoning\00 Applications\2020\20-04 Goats Peak (Block C)\Mapping\SCHEDULE A OCP.mxd

CITY OF WEST KELOWNA

BYLAW NO. 0154.94

A BYLAW TO AMEND "ZONING BYLAW NO. 0154"

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

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

1. Title

This Bylaw may be cited as "CITY OF WEST KELOWNA ZONING AMENDMENT BYLAW NO. 0154.94, 2020".

2. Amendments

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

2.1 By changing the zoning on a portion of Lot A DLs 3187, 4056 and 4231 ODYD Plan 40803 Except Plan 43135 from Rural Resource Zone (RU5) to:

- Single Detached Residential (R1);
- Duplex Residential (R2);
- Low Density Multiple Family (R3);
- Residential Large Parcel Zone (RU4); and
- Parks and Open Space Zone (P1).

2.2 By changing the zoning on a portion of The South ½ of DL 3187 ODYD Except Plans 40803 and KAP45531 from Rural Residential Large Parcel Zone (RU4) to Single Detached Residential (R1) and from Residential Large Parcel Zone (RU4) to Parks and Open Space Zone (P1).

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

READ A FIRST AND SECOND TIME THIS ___ DAY OF ____, 2020

PUBLIC HEARING HELD THIS ___ DAY OF _____, 2020

READ A THIRD TIME THIS _____ DAY OF _____, 2020

ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

CITY CLERK



SCHEDULE 'A' of BYLAW NO. 0154.94

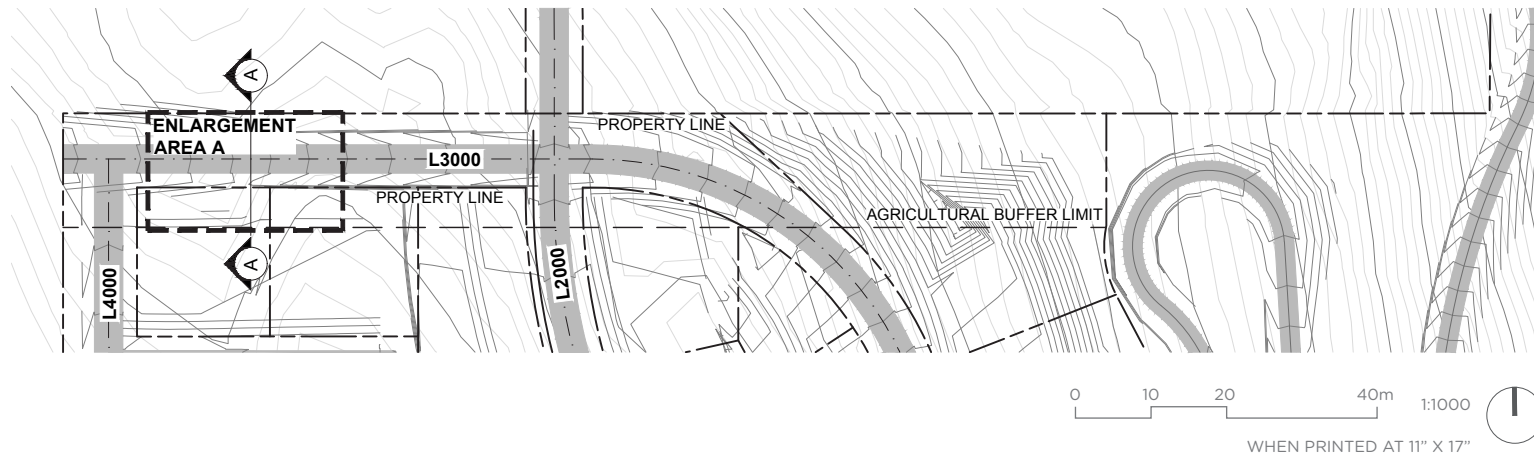
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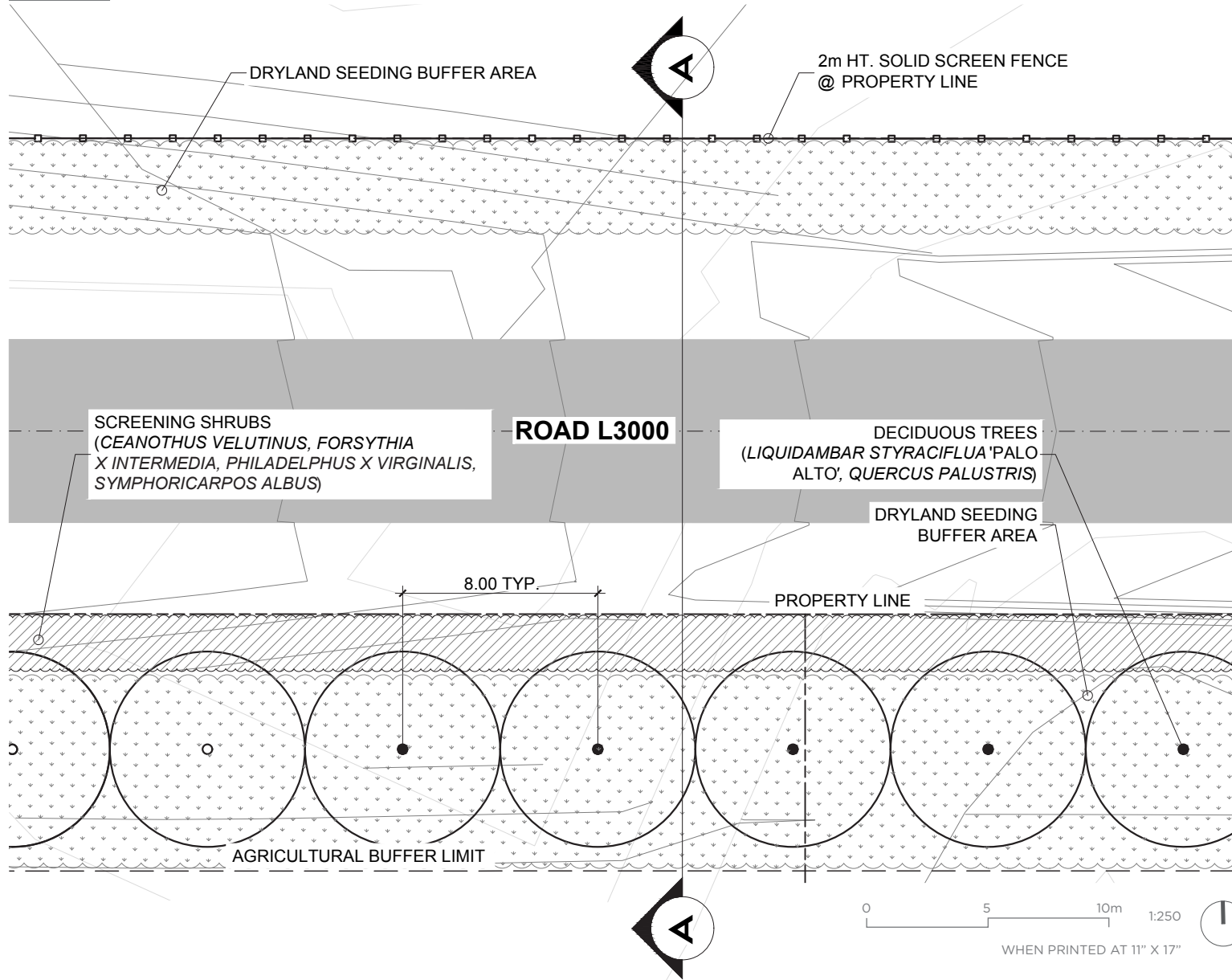
- RU5 To R1
- RU5 To R3
- Zoning Boundary
- RU4 To R1
- RU4 To P1
- Parcels
- RU5 To R2
- RU5 To P1



KEY PLAN:



PLAN:



PLANT LIST:

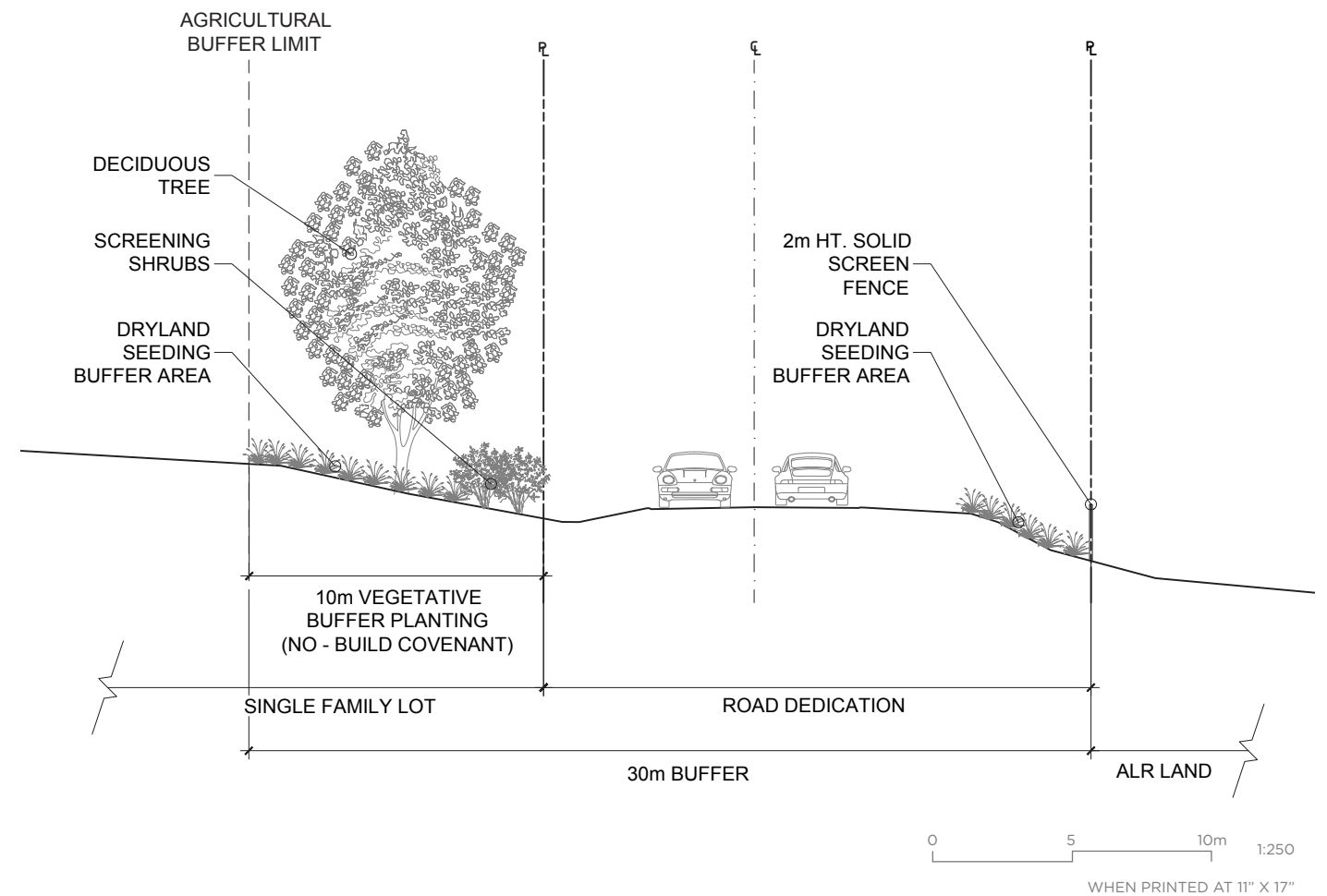
TREES

Botanical Name	Common Name	Size/Spacing	Root
<i>Liquidambar styraciflua</i> 'Palo Alto'	American sweet gum	6cm Cal.	B&B
<i>Quercus palustris</i>	Pin oak	6cm Cal.	B&B

SHRUBS

Botanical Name	Common Name	Size/Spacing	Root
<i>Ceanothus velutinus</i>	Snowbrush	#1 Pot/1.5m O.C.	Potted
<i>Forsythia x intermedia</i>	Border forsythia	#1 Pot/1.5m O.C.	Potted
<i>Philadelphus x virginalis</i>	Mock orange	#1 Pot/1.5m O.C.	Potted
<i>Symphoricarpos albus</i>	Common snowberry	#1 Pot/1.5m O.C.	Potted

SECTION:



30m AGRICULTURAL BUFFER: ENLARGEMENT A

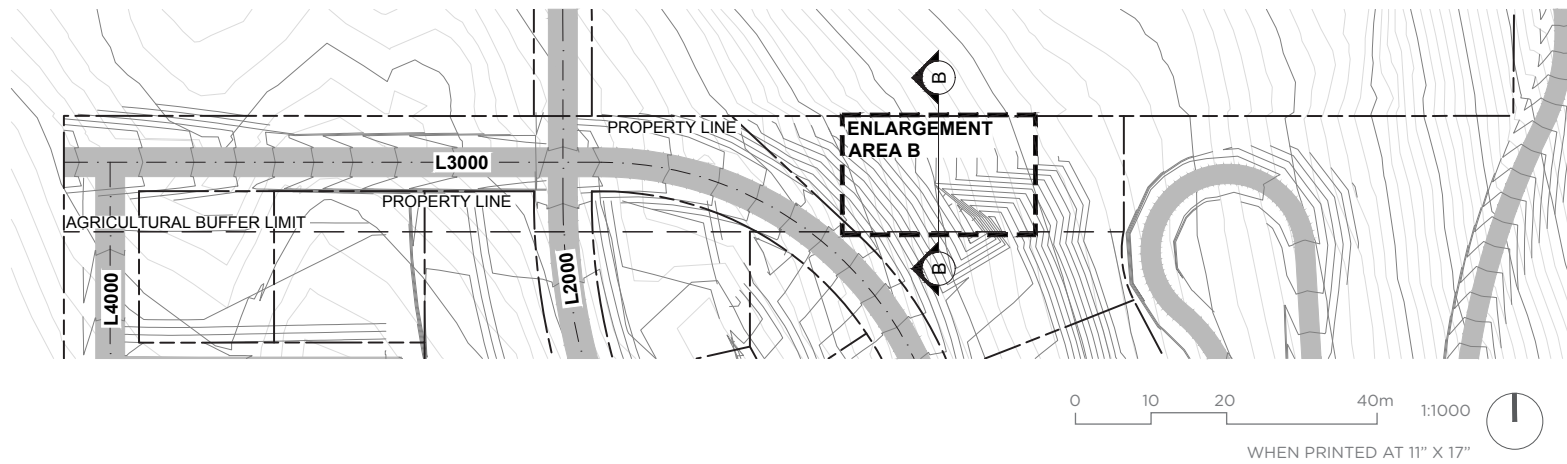
GOATS PEAK BUFFER PLAN | WEST KELOWNA, BC

DRAFT: FOR DISCUSSION PURPOSES ONLY

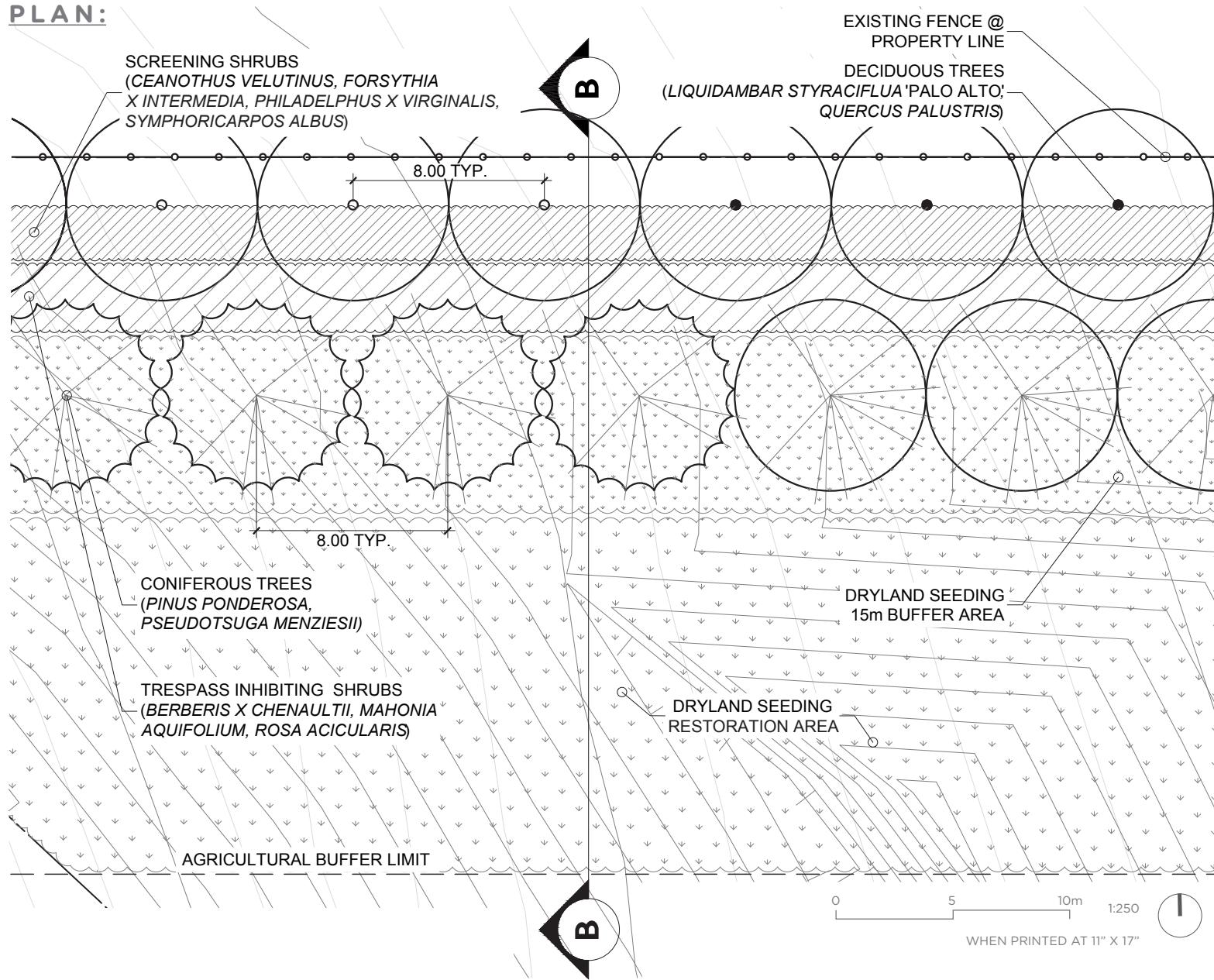
ISSUED FOR REVIEW NOVEMBER 20, 2020



KEY PLAN:



PLAN:



PLANT LIST:

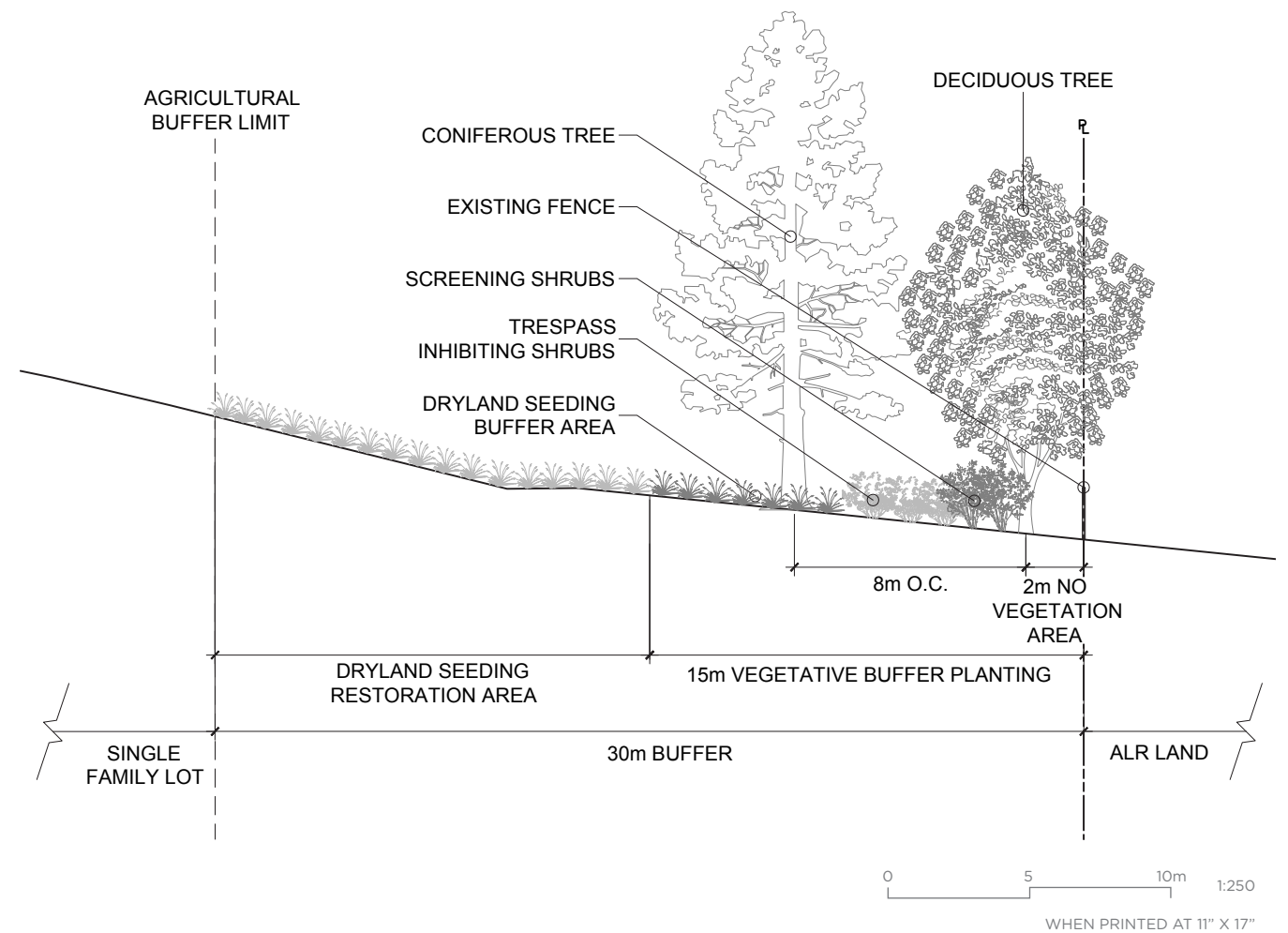
TREES

Botanical Name	Common Name	Size/Spacing	Root
<i>Liquidambar styraciflua</i> 'Palo Alto'	American sweet gum	6cm Cal.	B&B
<i>Pinus ponderosa</i>	Ponderosa pine	1.8m Ht.	B&B
<i>Pseudotsuga menziesii</i>	Douglas fir	1.8m Ht.	B&B
<i>Quercus palustris</i>	Pin oak	6cm Cal.	B&B

SHRUBS

Botanical Name	Common Name	Size/Spacing	Root
<i>Berberis x chenaultii</i>	Chenault barberry	#1 Pot/1.5m O.C.	Potted
<i>Ceanothus velutinus</i>	Snowbrush	#1 Pot/1.5m O.C.	Potted
<i>Forsythia x intermedia</i>	Border forsythia	#1 Pot/1.5m O.C.	Potted
<i>Mahonia aquifolium</i>	Oregon grape	#1 Pot/1.5m O.C.	Potted
<i>Philadelphus x virginialis</i>	Mock orange	#1 Pot/1.5m O.C.	Potted
<i>Rosa acicularis</i>	Prickly rose	#1 Pot/1.5m O.C.	Potted
<i>Symphoricarpos albus</i>	Common snowberry	#1 Pot/1.5m O.C.	Potted

SECTION:





COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Chris Oliver, Planner III

File No. Z 20-12

Subject: **Z 20-12; Site-Specific Rezoning – Cannabis Application Acceptance Consideration; 2475 Dobbin Road**

RECOMMENDATION

THAT Council direct staff to accept a Non-Medical Cannabis Retail Store Rezoning application for a government operated cannabis retail outlet located at 2475 Dobbin Road.

STRATEGIC AREA(S) OF FOCUS

Economic Growth and Prosperity (Strategic Plan Priorities 2020-2022)

BACKGROUND

The Liquor Distribution Branch is applying to relocate their proposed non-medical cannabis retail store at 2475 Dobbin Road into a different unit on the same property.

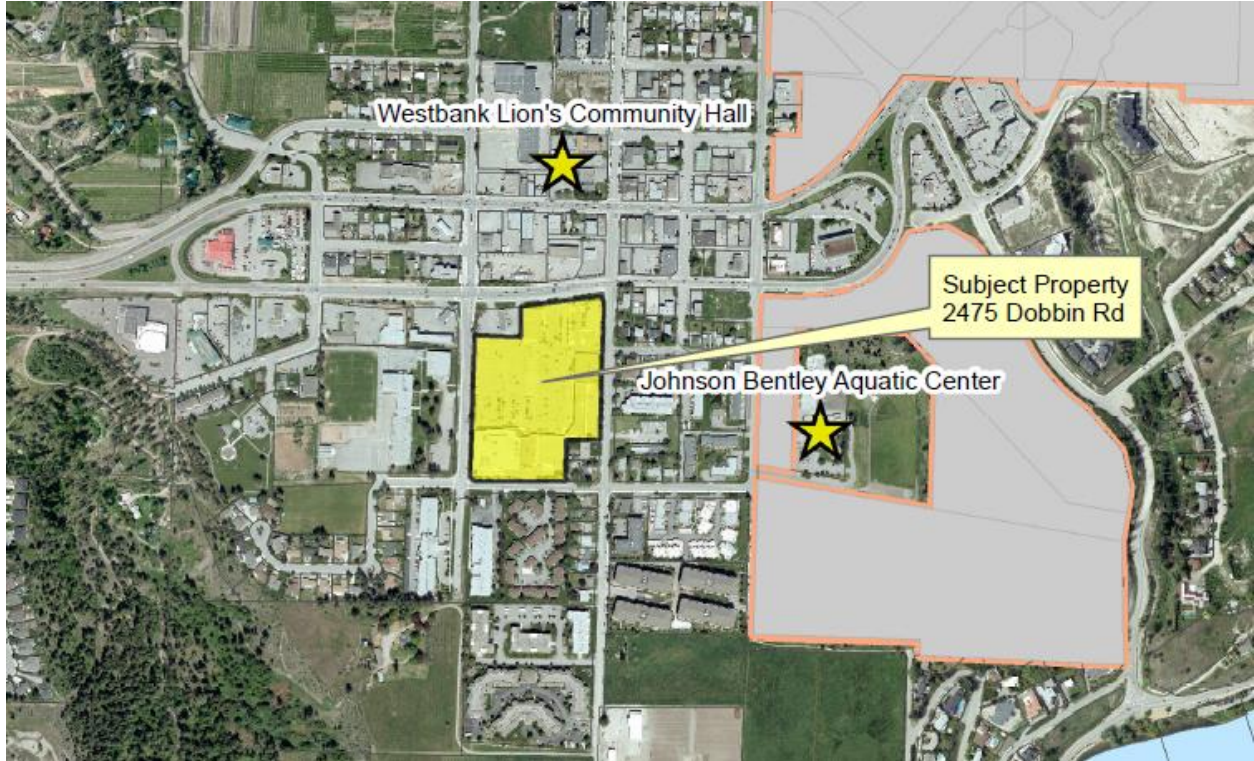
PROPERTY DETAILS

Address	2475 Dobbin Road		
PID	002-768-666		
Folio	36412643.726		
Lot Size	9.657 acres (39080.5 sqm)		
Owner	Anterra Westbank Towne Centre Ltd.	Agent	Liquor Distribution Branch
Current Zoning	C1 – Urban Centre Commercial <u>w</u> Site-Specific	Proposed Zoning	C1 – Urban Centre Commercial <u>w</u> Site-Specific
Current OCP	Commercial	Proposed OCP	Commercial
Current Use	Retail, General	Proposed Use	Retail, General

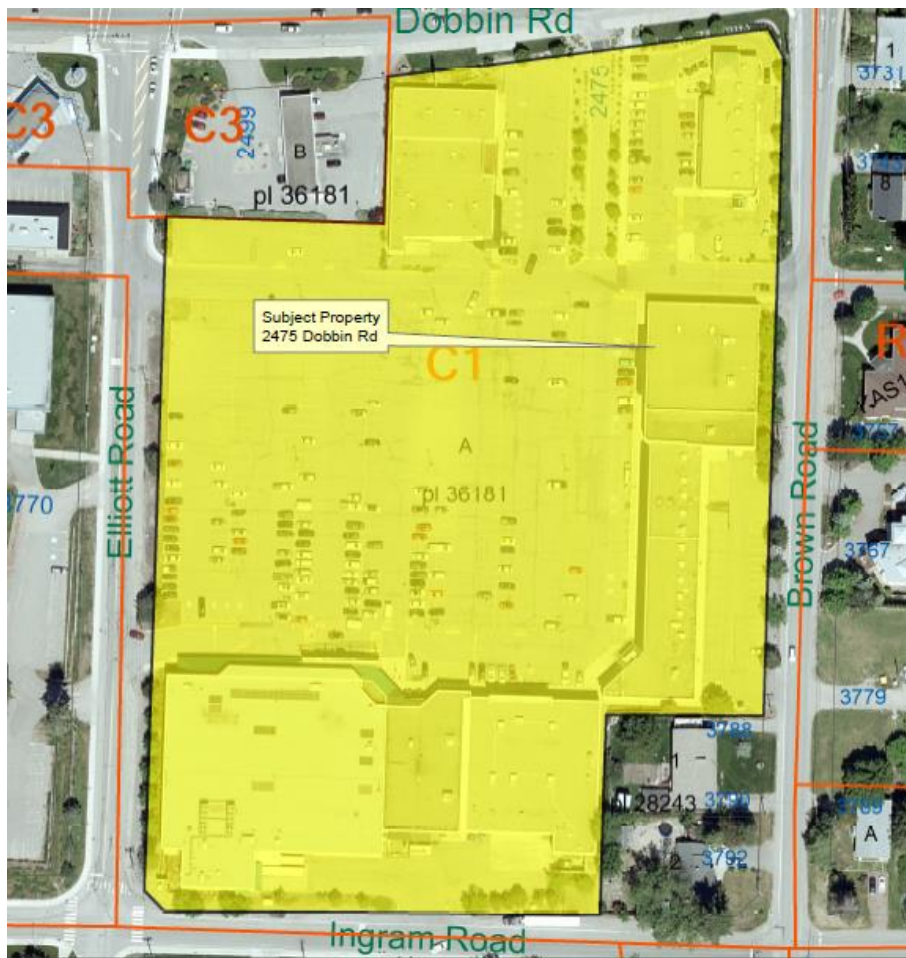
ADJACENT ZONING & LAND USES

North	^ Gasoline Service Commercial (C3) and Urban Centre Commercial (C1)
East	> Single Family Residential (R1) and Medium Density Residential (R4)
West	< Parks and Open Space (P2) zoned property (George Pringle)
South	v Urban Centre Commercial (C1), Westbank Centre Multiple Residential (R5), and Westbank Centre Compact Residential (RC1)

NEIGHBOURHOOD MAP



PROPERTY MAP



Legislative Requirements

Council has the authority under s.479 of the *Local Government Act* to create and amend the Zoning Bylaw. Council has the authority under the *Community Charter* to create and amend regulatory bylaws.

Under the *Cannabis Control and Licensing Act*, private cannabis retail stores may not operate without a license issued by the general manager, but public cannabis stores are authorized under different legislation, the *Cannabis Distribution Act*, and do not require a license. While licenses are not required, the LDB are committed to following all municipal zoning processes and meeting all bylaw requirements, as well as working with local law enforcement agencies to maintain public safety.

Non-Medical Cannabis Retail Store Overview

On September 4, 2018 Council reviewed a variety of decision points regarding the preferred City framework for the future retail sale of non-medical cannabis in the community. At this meeting, Council directed the development of a municipal framework that would require proponents for non-medical cannabis retail stores to obtain site-specific zoning approval and further directed the development of a proposed intake framework and review matrix that would guide the acceptance and evaluation of applications. The framework and matrix were largely based on the criteria that the LDB were applying in the selection of their store locations and store operation.

On October 2, 2018, Council adopted the Non-Medical Cannabis Retail Store Rezoning Policy. The Policy was created to help inform Council's decision making on selecting retail cannabis retail stores in the City based on the following considerations:

- Proposed Neighbourhood and Proposed Location Within Neighbourhood
- Preferred Underlying Zoning and/or Land Use Designation
- Separation from Sensitive Uses
- Separation from other Non-Medical Cannabis Retail Stores
- Building Design, Aesthetics and Neighbourhood Security (including CPTED review)
- Nuisance Activity
- Parking
- Municipal Bylaw Compliance History
- Qualifications and Experience of the Applicant/ Owner (including operational plan)

The Council Policy further outlines the framework for the review and processing of applications for non-medical cannabis stores in West Kelowna. While the recommended motion is based on the Policy, Council retains full discretion to choose to follow the Policy and approve or reject recreational cannabis stores through the subsequent rezoning application process. There is currently no ability to operate a non-medical cannabis retail store in the City without amending the Zoning Bylaw.

As part of the initial Council consideration of the 10 non-medical cannabis retail applications received, Staff were directed to process Zoning Bylaw amendment applications for five locations. As of July 9, 2019 all five rezoning applications have been adopted by Council.

On August 13th, 2020 Council choose to waive the Council Policy and accept an additional application operated by the Liquor Distribution Branch. The application was ultimately approved by Council on January 14, 2020.

Proposal

The LDB has requested that Council consider amending the Zoning Bylaw to allow for their approved location to transfer to a smaller unit on the same property located at 2475 Dobbin Road. The proposal would still be considered the sixth Non-Medical Cannabis Retail Store Application in the Westbank Centre Neighbourhood area as the amendment bylaw would remove the eligibility of the previously approved location (Figure 1). The applicant has indicated in their rationale letter that they are pursuing the smaller location for greater flexibility given the current uncertain market conditions born out of the COVID-19 pandemic.

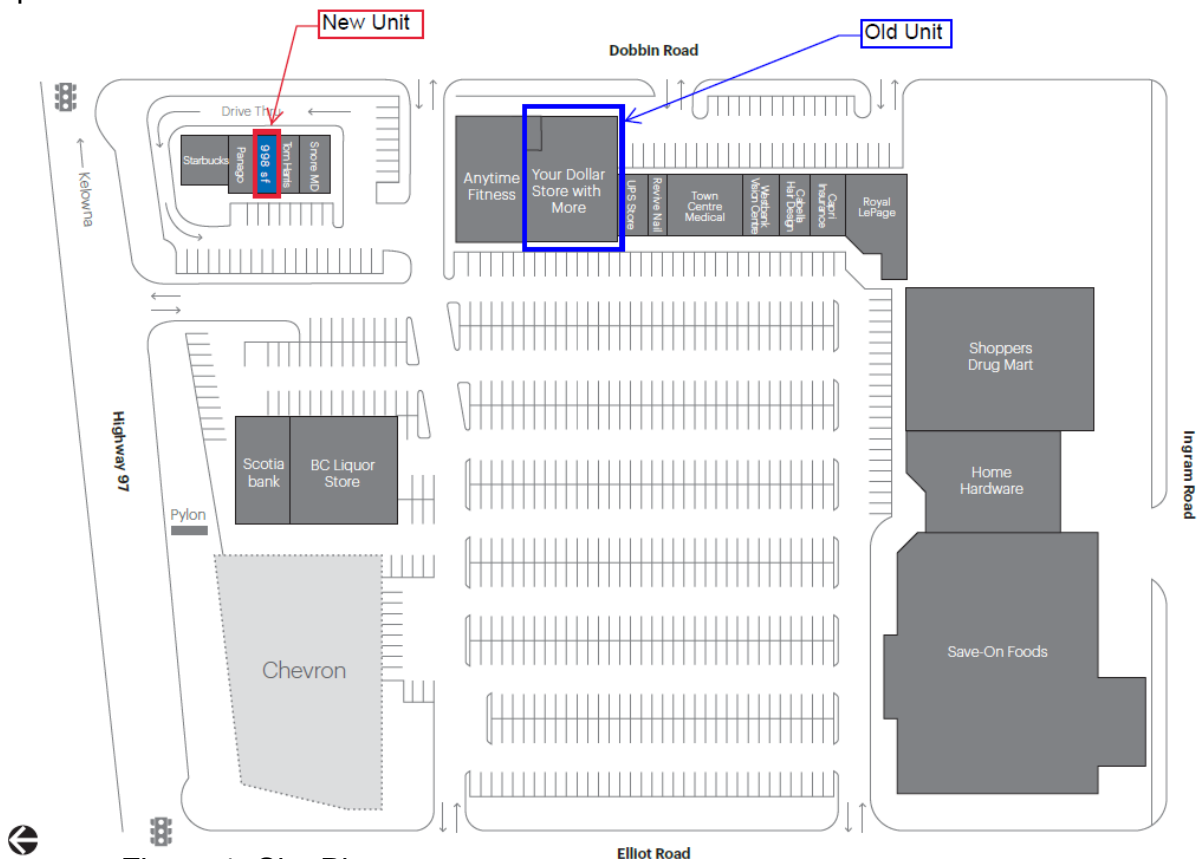


Figure 1. Site Plan

The proposed government operated cannabis retail outlet would be located in a 998 ft², C1-Urban Centre Commercial Zoned Unit within the Westbank Town Centre complex (Figures 1 & 2). The previously approved location was over 7,000ft² and included a large office component that is no longer being considered as part of the proposal.

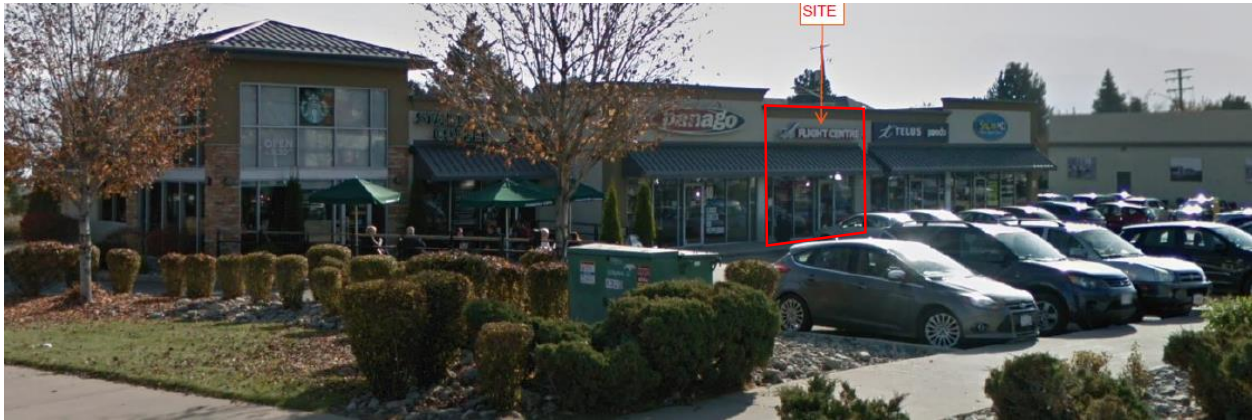


Figure 2. Proposed Unit

DISCUSSION

The LDB has indicated in their letter to Mayor and Council (Attachment 1) that the revised location is well suited based on the previous site selection criteria including:

- Located in an existing retail node and therefore consistent with the nature of the immediate area;
- Easily accessible to customers with ample parking;
- Not expected to adversely impact traffic in the surrounding area, given its location in an already established retail complex; and
- The property is within range of the 100m sensitive use separation distance for both George Pringle Elementary School and Our Lady of Lourdes Catholic School, however the public entrance of unit itself is well over 100m from both locations as required in section 4.1.(d) of the Policy.

In addition to the background on location selection, the LDB also outlines the various priorities and operational considerations that they establish as part of their operation including:

- Community engagement and social responsibility.
- Keeping cannabis out of the hands of minors.
- Creating a safe and favorable alternative to purchasing non-medical cannabis from the illicit market.
- A neighbourhood strategy training program for employees.
- Implementing Crime Prevention Through Environmental Design strategies.

Since the Non-Medical Cannabis Retail Store Rezoning Policy was largely based on the criteria the LDB utilize when selecting their locations and operational format, the LDB (as an operator) and proposed location are in general accordance with the Policy. Should Council wish to accept an application for a Non-Medical Cannabis Retail Store from the LDB, at first and second reading a motion to waive the Policy for the proposed Provincial Cannabis Outlet will be included. If the application is accepted, additional review of the proposal and information will be presented to Council as part of the rezoning process.

COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
Jan. 14, 2020	THAT Council adopt City of West Kelowna Zoning Amendment Bylaw No. 0154.85, 2019 (Z19-11).	C013/20
Dec. 16, 2019	THAT Council give third reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.85, 2019 (Z19-11); and THAT Council direct staff to schedule the bylaw for consideration and adoption following approval by the Ministry of Transportation and Infrastructure.	C471/19
Nov. 26, 2019	Public Hearing held and closed.	N/A
Oct. 8, 2019	THAT Council give first and second readings to City of West Kelowna Zoning Amendment Bylaw No. 0154.85, 2019 (BC Cannabis Store, Z19-11); and THAT Council direct staff to schedule the bylaw for public hearing.	C340/19
Aug. 13, 2019	THAT Council direct staff to accept a Non Medical Cannabis Retail Store Rezoning application for a Government Operated Cannabis Retail Outlet located at 2475 Dobbin Road.	C293/19
Jul. 23, 2019	DEFEATED: THAT Council direct staff to accept a Non-Medical Cannabis Retail Store Rezoning application for a Government Operated Cannabis Retail Outlet located at 2475 Dobbin Road.	C283/19

CONCLUSION

Council may choose to consider the following when considering the recommended motion:

- The Government of Canada legalized non-medical cannabis on October 17, 2018 and proceeding to rezone this location will further the goal of providing safe access to cannabis in West Kelowna;
- The Liquor Distribution Branch (LDB) operates under a public-private model, with revenue generated through the LDB's wholesale and retail operations being directed to the Provincial Government and contributes to supporting vital public services such as health care and education;
- The operator and proposed location are in general conformance with the Non-Medical Cannabis Retail Store Rezoning Policy; and
- Council will have the opportunity to further evaluate the application and gather input from the public through the Public Hearing process.

ALTERNATE MOTION

1. **THAT** Council postpone acceptance of a government operated cannabis retail outlet.

Should Council wish to postpone acceptance of an application from the LDB, it is requested that Council provide specific direction as to what is required prior to reconsideration.

2. **THAT** Council direct staff to not accept a Non-Medical Cannabis Retail Store Rezoning application for a Government Operated Cannabis Retail Outlet located at 2475 Dobbin Road.

Should Council wish to not accept an application for an additional store in the Westbank Centre neighbourhood area, the applicant would be directed wait until the Non-Medical Cannabis Retail Store Rezoning Policy is reviewed to determine if additional applications will be accepted.

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No

Attachments:

1. Letter from the Liquor Distribution Branch



November 27th, 2020

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

Dear Mayor and Councillors:

Re: Cannabis Retail Store Application

Please accept this letter and information package to request that Council consider allowing the LDB to change units from the previously approved rezoning application for a non-medical retail cannabis store located at the old “Your Dollar Store” at **Westbank Town Centre** to the “Flight Centre” unit on the same property PID.

All aspects of the operating model remain the same, however, the unit we are proposing moving to is smaller in size at **998 square feet** and allows for greater flexibility given the current uncertain market conditions born out of the COVID-19 pandemic.

Given the spatial limitations of the proposed unit, we will be unable to a regional training facility, with any non-retail space dedicated to a manager’s office.

About the LDB

The LDB is one of two branches of government responsible for the beverage alcohol industry in BC. The *Liquor Distribution Act* gives the LDB the sole right to purchase and distribute beverage alcohol for the Province. The LDB is also the public liquor retailer in the province’s mixed public-private model, operating 197 retail outlets under the brand ‘BC Liquor Stores.’

As per the *Cannabis Distribution Act*, the LDB is also the sole wholesale distributor of non-medical cannabis for the province and operates standalone, public retail stores and provides online sales. The LDB currently operates one non-medical cannabis store, under the brand ‘BC Cannabis Stores,’ in the City of Kamloops.

The LDB is self-insured as a branch of the provincial government.

Revenue generated through the LDB’s wholesale and retail operations is directed to the Provincial Government and contributes to supporting vital public services such as health care and education.

Committed to maintaining a level playing field between private and public retailers, the LDB ensures a fair and ethical supply and distribution of non-medical cannabis by applying a common set of rules for both:

- As the wholesaler of non-medical cannabis, it applies a 15% wholesale mark-up on the landed cost of cannabis distributed throughout the province to private and public BC Cannabis Stores

- Purchasing cannabis at a common wholesale price, both private and public retailers are required to pay the cost of shipping product from the LDB warehouse to their retail outlet. E-commerce customers currently pay a flat shipping fee of \$8 on each order purchased via www.bccannabiswholesale.com.
- All private and public retail stores are required to comply with the municipal, provincial and federal regulations that govern the purchase, sale, and distribution of non-medical cannabis
- For both private and public retail stores, the minimum retail price for selling non-medical cannabis is either the wholesale price they paid to the LDB or the current LDB wholesale price, whichever is lower.

Location of Proposed BC Cannabis Store

The location that was selected by the LDB for a proposed BC Cannabis Store for a number of reasons, including that the site is:

- Located in an existing retail node and therefore consistent with the nature of the immediate area;
- Easily accessible to customers with ample parking; and
- Not expected to adversely impact traffic in the surrounding area, given its location in an already established retail complex.
- The property is within range of the 100m sensitive use separation distance for both George Pringle Elementary School and Our Lady of Lourdes Catholic School, however the public entrance of unit itself is well over 100m from both locations as required in section 4.1.(d) of the Policy.

Community engagement and social responsibility

The LDB works closely with the Liquor and Cannabis Regulation Branch (LCRB), the Ministry of Public Safety and Solicitor General, and the Ministry of Attorney General to encourage the safe and responsible consumption of alcohol and non-medical cannabis in BC.

The LDB is committed to working in partnership with local governments to ensure a smooth introduction of the legal cannabis retail market to BC communities. While government-operated BC Cannabis Stores do not require a licence from the LCRB^[1], we are committed to following all municipal zoning processes and meeting all bylaw requirements, as well as working with local law enforcement agencies to maintain public safety.

Social responsibility is integral to the LDB and is one of the four pillars we have identified to support our success. Our efforts are focused on three themes: encouraging and promoting the responsible use of alcohol and cannabis, reducing the impact our business has on the environment, and giving back to the communities we serve. We meet these objectives by:

- Delivering products that meet strict safety and quality requirements. All cannabis products purchased through the LDB wholesale channel and sold through BC Cannabis Stores are purchased from federally licensed producers..

^[1] As a branch of the Ministry of Attorney General, the LDB does not require a formal license from the LCRB to operate a retail cannabis store - written confirmation from the LCRB is attached.

- Promoting the safe and responsible use of non-medical cannabis through social responsibility campaigns aimed at keeping cannabis out of the hands of youth*, preventing driving under the influence, and informing the public about potential associated health risks.
- Actively discouraging customers from engaging in high-risk behavior such as driving high, consuming cannabis during pregnancy and participating in sporting activities while under the influence of cannabis;
- Increasing awareness of the dangers associated with over-consumption or risky behavior through various [in-store campaigns](#) with strategically placed messaging;
- Running regular in-store fundraising campaigns for dry grad celebrations, Red Cross disaster relief, kids in need, and local community charities (through the Provincial Government's Employee Workplace charitable giving campaign); and
- Incorporating environmental sustainability into all facets of our business with a goal of reducing our environmental footprint and being a leader in sustainable retailing.

Keeping cannabis out of the hands of minors is a top priority for the LDB. Unlike liquor stores, minors will not be permitted to enter cannabis retail stores, even if they are accompanied by a parent or guardian. Our two ID-check policy at store entranceways prevents minors from entering our cannabis stores. All staff receive comprehensive training for ID-checking

Store Operations

BC Cannabis Stores are bright, clean, welcoming and professional, with the intent of creating a safe and favourable alternative to purchasing non-medical cannabis from the illicit market. Storefronts have frosted windows to align with Health Canada's requirement that cannabis not be visible to minors.

All BC Cannabis Stores employ unionized staff; stores in large municipalities will have approximately 6-10 employees. Each store will have a Store Manager, at least one Assistant Store Manager, and staff comprised of full and part-time Cannabis Consultants. Wages start at \$21.00 per hour. All prospective employees must undertake an Enhanced Security Screening (ESS) as mandated by the provincial government.

Store hours may vary by location, with most stores being open from Monday to Saturday from 10am to 9pm and Sunday from 11am to 7pm.

The LDB's neighbourhood strategy includes:

- *Keep It Safe*, a mandatory full-day training program, for all staff. This program covers best practices for dealing with intoxicated customers, suspicious activities, and instances of violence, theft or nuisance. Additional topics covered include understanding cannabis related laws and strategies for maintaining a safe environment for employees and customers.
- Implementation of procedures on how to deal with unruly customers, store safety, loitering, and consumption outside the premises. Procedures are in place to ensure there are at least two employees in the store at all times and that stores are armed and locked outside

business hours. For events that occur outside of the store, staff are trained to contact mall security, if applicable, or to call 911.

- Training staff on how to verify a customer's age and to spot signs of fraudulent I.D.
- Transporting expired or defective product off-premises for destruction. There will be no disposal of cannabis at any store, further reducing the risk that cannabis will fall into the hands of minors or the illicit market

Security

Customer, employee, and community safety is paramount. The LDB brings over 40 years of experience working with local government, enforcement agencies, and security experts in establishing and operating secure retail stores in BC. The LDB utilizes Crime Prevention through Environmental Design (CPTED) principles when designing our retail stores.

BC Cannabis Stores are supported by the LDB's Corporate Loss Prevention department and privately contracted security personnel are available to work in conjunction with store staff to ensure security practices and protocols are followed.

All BC Cannabis Stores have:

- Centrally maintained province-wide intruder and fire monitoring systems;
- Interior and exterior camera surveillance;
- Locked and tempered glass display cases for cannabis accessories;
- A secure storage room for product storage;
- Durable and reliable commercial-grade doors and locks;
- Security shutters and smash-resistant windows.

Further details regarding BC Cannabis Stores and the LDB's social responsibility efforts are included in the attached presentation and accompanying materials. We appreciate Councils' consideration.

Best Regards,

Ryan McKeown
Senior Business Analyst
BC Liquor Distribution Branch



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Jayden Riley, Planner II

File No: Z 19-01

Subject: **Z 19-01; OCP Amendment Bylaw No. 0100.50 and Zoning Amendment Bylaw No. 0154.83 (Adoption); 3060 Seclusion Bay Road**

RECOMMENDATION

THAT Council adopt Official Community Plan Amendment Bylaw No. 0100.50 and Zoning Amendment Bylaw No. 0154.83.

STRATEGIC AREA(S) OF FOCUS

Economic Growth and Prosperity (Council's Strategic Priorities 2020-2022)

BACKGROUND

This application is seeking to amend the Official Community Plan land use designation on the lower portion of the property from Resource Land to Tourist Commercial and rezone the subject property from Rural Residential Small Parcel (RU2) to a Comprehensive Development Zone (CD8) to support the development of 16 single detached dwellings. The CD Zone proposes year-round and short-term occupancy in the lower development area and an upper conservation and servicing area. The applicant also proposes to amend the waterfront from the Recreational Water Use Zone (W1) to the Intensive Water Use Zone (W2) to provide for additional boat slips, boatlifts and moorage. The applicant has satisfied all the conditions established at 3rd Reading - see resolution history.

PROPERTY DETAILS

Address	3060 Seclusion Bay Road		
PID	008-406-146		
Folio	36414778.000		
Lot Size	24,329 sq. m.		
Owner	Sky High Metals Corp.	Agent	Kevin Johnson, Bear Land Development Services

Current Zoning	Rural Residential Small Parcel (RU2)	Proposed Zoning	CD8
Current OCP	Resource Land	Proposed OCP	Resource Land / Tourist Commercial
Current Use	Vacant	Proposed Use	Single Detached Dwellings, Tourist Accommodation
Development Permit Areas	Hillside, Aquatic		
Hazards	Steep Slopes		
Agricultural Land Reserve	No		

ADJACENT ZONING & LAND USES

North	^	Rural Residential Small Parcel (RU2)
East	>	Campground, Cabin, and Motel Commercial Zone (C5) Rural Residential Large Parcel Zone (RU4)
West	<	District of Peachland
South	v	Okanagan Lake

NEIGHBOURHOOD MAP



PROPERTY MAP



COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
January 23, 2018	THAT Council give first reading to Official Community Plan Amendment Bylaw No. 0100.50 (File: OCP 17-03).	C100/18
July 23, 2019	THAT Council give second reading to City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.50, 2019;	C281/19
	THAT Council give first and second reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.83, 2019; and THAT Council direct staff to schedule the proposed bylaw amendment for a Public Hearing.	
August 13, 2019	THAT Council rescind second reading of City of West Kelowna Zoning Amendment Bylaw No. 0154.83, 2019; and THAT Council give second reading, as amended, to City of West Kelowna Zoning Amendment Bylaw No. 0154.83, 2019; and THAT Council direct staff to schedule the proposed bylaw amendment for a Public Hearing	C297/19
November 12, 2019	Public Hearing	N/A
January 14, 2020	THAT Council give third reading to City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.50, 2019; THAT Council give third reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.83, 2019; and THAT Council direct staff to schedule the bylaws for consideration of adoption following:	C012/20
	<ul style="list-style-type: none"> • Acquisition of necessary water and sewerage approvals from the Province; • Registration of a blanket Statutory Right of Way across the Upper Development Area for pedestrian access to provide for future regional trail connections between the District of Peachland and Goats Peak Regional Park; 	

- Registration of a S.219 No Build-No Disturb Covenant within the Upper Development Area to ensure environmental protection of sensitive areas;
- Registration of a S.219 No-Build Covenant, with the exception of one (1) unit, on the property to be discharged following substantial completion of upgrades to the private access road, in accordance with *Attachment 6* and recommendations of Traffic Impact Assessment, prepared by CTQ Consultants, dated December 12, 2017; and
- Registration of a S.219 covenant to ensure the recommendations of the geotechnical reporting are followed.

Legislative Requirements

Council has the authority under Part 14, S.472 of the *Local Government Act* to amend the Official Community Plan. Council has authority under Part 13, S.479, of the *Local Government Act* to amend the Zoning Bylaw.

CONCLUSION

The applicant has satisfied all conditions established at 3rd Reading. Staff are recommending Council adopt the Official Community Plan and Zoning amendment bylaws (*Attachments 1 and 2*).

Alternate Motion:

ALTERNATE MOTION POSTPONE

THAT Council postpone adoption of Official Community Plan Amendment Bylaw No. 0100.50, 2019 and Zoning Amendment Bylaw No. 0154.83, 2019 (File Z 19-01).

Should Council postpone adoption of the Official Community Plan and Zoning Amendment Bylaws, further direction to staff on how to proceed is required.

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No

Attachments:

1. Official Community Plan Bylaw No. 0100.50
2. Zoning Amendment Bylaw No. 0154.83

CITY OF WEST KELOWNA

BYLAW NO. 0100.50

A BYLAW TO AMEND “OFFICIAL COMMUNITY PLAN BYLAW NO. 0100”

WHEREAS the Council of the City of West Kelowna desires to amend “CITY OF WEST KELOWNA OFFICIAL COMMUNITY PLAN BYLAW NO. 0100” under the provisions of the *Local Government Act*.

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

1. Title

This Bylaw may be cited as “CITY OF WEST KELOWNA OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW NO. 0100.50, 2018”.

2. Amendments

“City of West Kelowna Official Community Plan Bylaw No. 0100” is hereby amended as follows:

2.1 By changing the designation on the lower (lakefront) portion of Lot 1, DL 3493, Plan KAP17359 Except Plan 25556 as shown on Schedule ‘A’ attached to and forming part of this bylaw from Resource Land to Tourist Commercial.

2.2 By depicting the change on “City of West Kelowna Official Community Plan Bylaw No. 0100 Schedule B” (Land Use map).

READ A FIRST TIME THIS 23RD DAY OF JANUARY, 2018
READ A SECOND TIME THIS 23RD DAY OF JULY, 2019
PUBLIC HEARING HELD THIS 12TH DAY OF NOVEMBER, 2019
READ A THIRD TIME THIS 14TH DAY OF JANUARY, 2020
ADOPTED

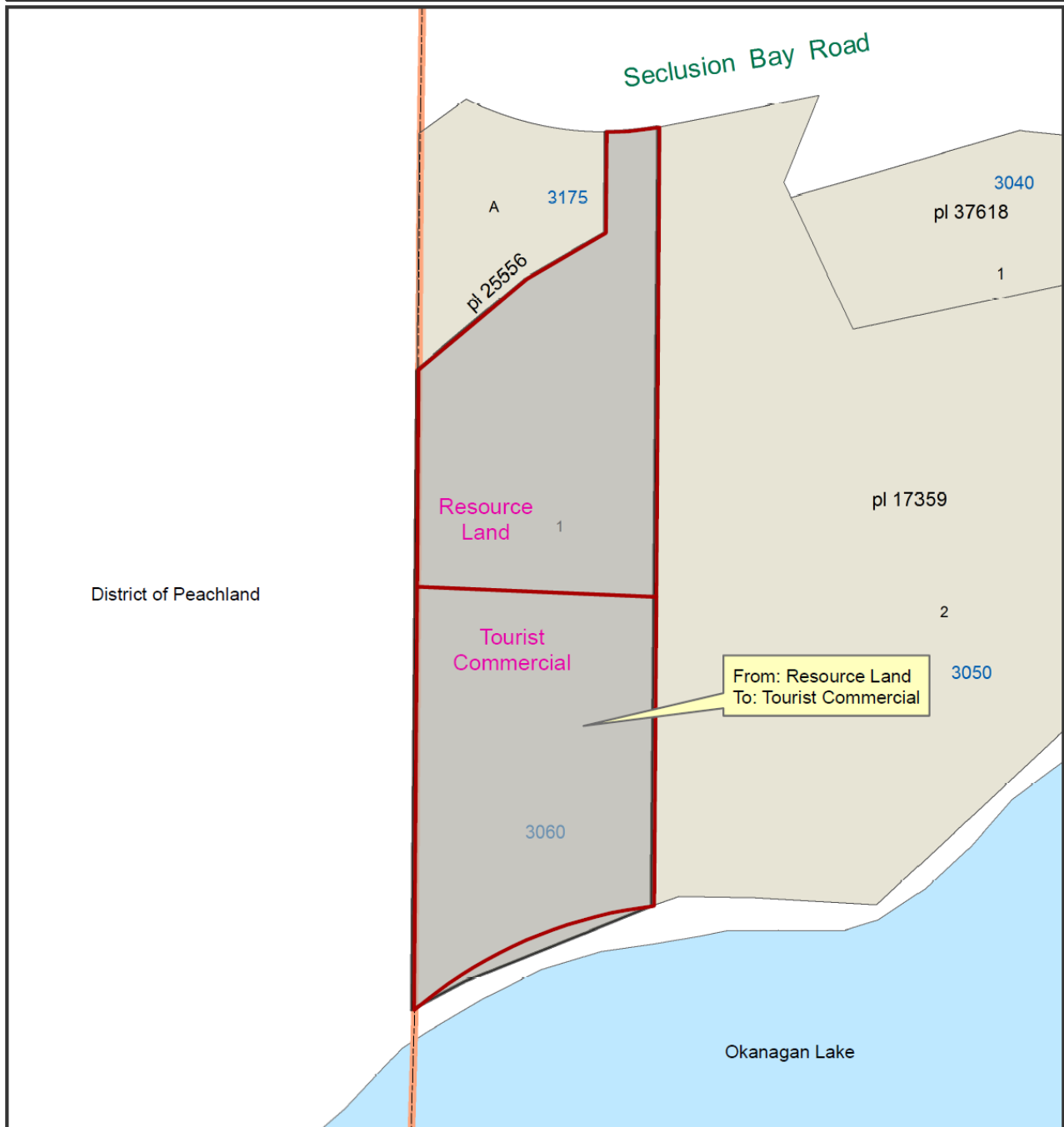
MAYOR

CITY CLERK



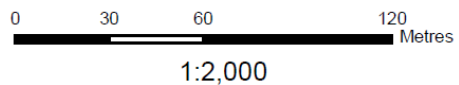
CITY OF
WEST
KELOWNA

SCHEDULE 'A' of BYLAW NO. 0100.50



LEGEND

- Parcels
- City Boundary



Date: 25/01/2018

CITY OF WEST KELOWNA

BYLAW NO. 0154.83

A BYLAW TO AMEND "ZONING BYLAW NO. 0154"

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

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

1. Title

This Bylaw may be cited as "CITY OF WEST KELOWNA ZONING AMENDMENT BYLAW NO. 0154.83, 2019".

2. Amendments

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

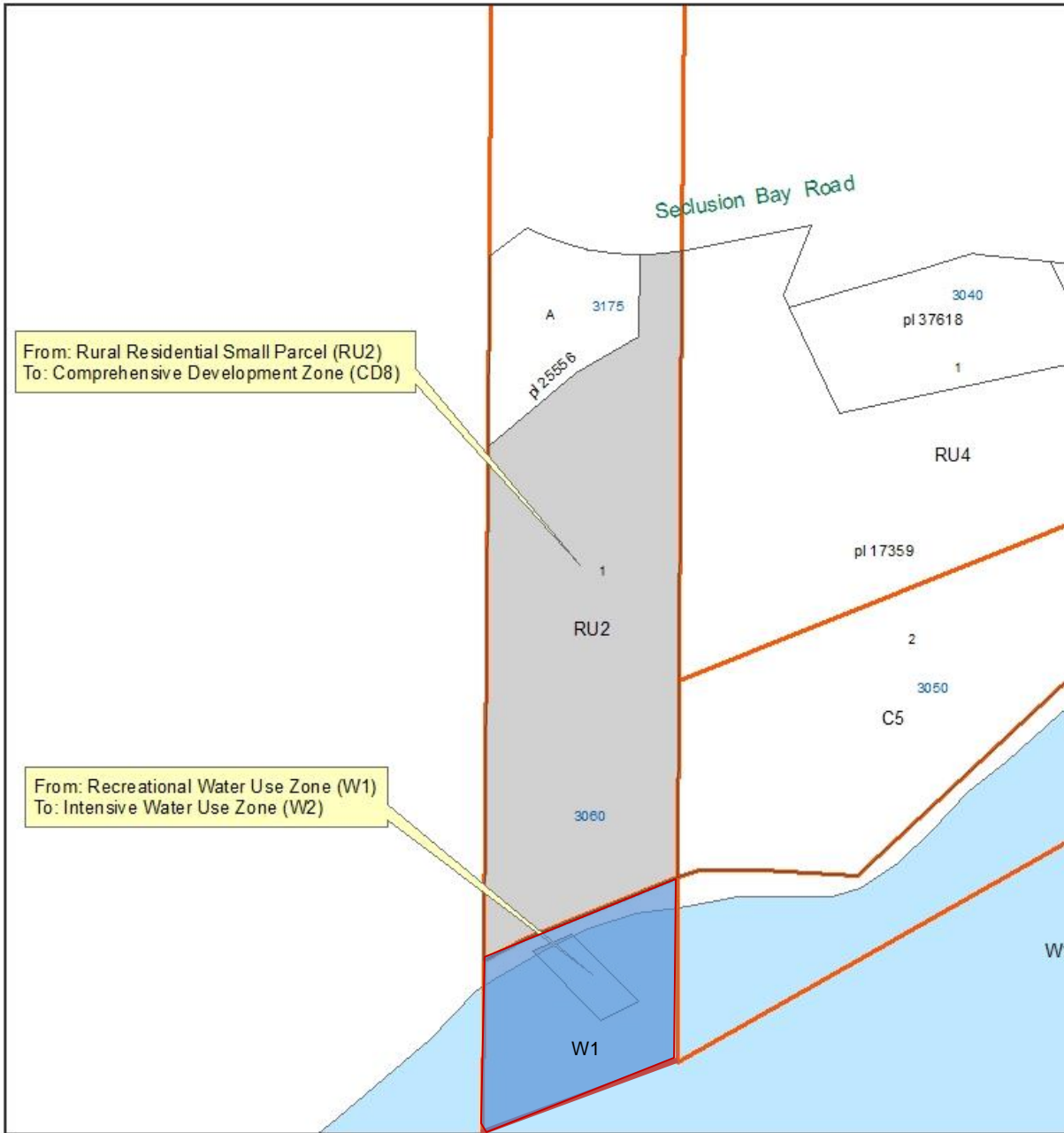
- 2.1 By adding the attached zoning regulations for the CD8 – Comprehensive Development Zone (Seclusion Bay Road) to Part 14 – Comprehensive Development Zones.
- 2.2 By adding the zone "Comprehensive Development Zone (Seclusion Bay Road)" and zone abbreviation "CD8" to Part 5 – Establishment of Zones, Table 5.1.
- 2.3 By adding "CD8 – Comprehensive Development Zone (Seclusion Bay Road)" to the Table of Contents.
- 2.4 By changing the zoning on Lot 1, DL 3493, ODYD, Plan KAP17359 Except Plan 25556 (3060 Seclusion Bay Road) as shown on Schedule 'A' attached to and forming part of this bylaw from Rural Residential Small Parcel Zone (RU2) to Comprehensive Development Zone (CD8).
- 2.5 By changing the zoning on the surveyed Crown foreshore being part of the bed of Okanagan Lake and fronting Lot 1, DL 3493, ODYD, Plan KAP17359 Except Plan 25556 (3060 Seclusion Bay Road) as shown on Schedule 'A' attached to and forming part of this bylaw from Recreational Water Use Zone (W1) to Intensive Water Use Zone (W2).
- 2.6 By depicting the changes on "Zoning Bylaw No. 0154 Schedule B" (Zoning Bylaw map).

READ A FIRST AND SECOND TIME THIS 23RD DAY OF JULY, 2019
RESCIND SECOND READING THIS 13TH DAY OF AUGUST, 2019
READ A SECOND TIME AS AMENDED THIS 13TH DAY OF AUGUST, 2019
PUBLIC HEARING HELD THIS 12TH DAY OF NOVEMBER, 2019
READ A THIRD TIME THIS 14TH DAY OF JANUARY, 2020
APPROVED BY MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE THIS 23RD DAY
OF JANUARY, 2020
ADOPTED

MAYOR



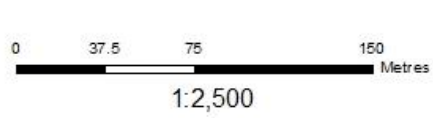
SCHEDULE 'A' of BYLAW NO. 0154.83



From: Rural Residential Small Parcel (RU2)
To: Comprehensive Development Zone (CD8)

From: Recreational Water Use Zone (W1)
To: Intensive Water Use Zone (W2)

- LEGEND**
- From RU2 to CD8
 - Zoning Boundary
 - From W1 to W2
 - Parcels



Path: H:\DEVELOPMENT SERVICES\PLANNING\3360 Zoning & Rezoning\20 Applications\2019\2 19-01 3060 Seclusion Bay R4\Bylaw_Rpts_Minute\Bylaws\250154.83 - CD8.mxd

Date: 2019-12-23

CD8 – Comprehensive Development Zone (Seclusion Bay)

1. Purpose

To allow for single detached dwellings and tourist accommodation, including vacation rentals. The zone provides the opportunity for the preservation of environmentally sensitive areas, two or more permitted uses, and private servicing.

2. Definitions

All definitions of Zoning Bylaw No. 0154 apply unless specified or modified in this comprehensive development zone.

- (a) **Single Detached Dwelling:** a dwelling with only 1 dwelling unit, with a maximum gross floor area of 185 m² (1,991 ft²), and that may be occupied for periods of less than 30 days.

3. Development Areas

3.1 Development Areas Within CD8 Zone

This CD Zone is divided into three development areas, as shown on the attached Figure 1:

- (a) Upper Area
 - i. Ensures environmental protection of sensitive areas with conservation and preservation of open spaces. Provides opportunity for private servicing infrastructure including a water reservoir, water treatment system, waste water disposal field(s), solar panels, wind turbines, and related accessory buildings and structures.
- (b) Lower Area
 - i. Includes a maximum of 16 single detached dwellings, 1 amenity building or structure, solar panels and supporting servicing infrastructure.
- (c) Riparian Area
 - i. Ensures environmental protection of sensitive riparian areas with conservation, open spaces and limited recreational access.

3.2 Development Areas Table

	Development Area	Area
.1	Upper Area	1.11 ha (2.74 ac)
.2	Lower Area	1.17 ha (2.89 ac)
.3	Riparian Area	0.2 ha (0.49 ac)
.4	Total Parcel Area	2.48 ha (6.12 ac)

4. Permitted Uses and Zoning Regulations By Development Area

The following regulations are specific to each development area identified in the attached Figure 1; development in these areas shall occur in conformance with the following regulations.

4.1 Upper Area

.1 Principal Uses, Buildings and Structures:

- (a) Private servicing infrastructure (water reservoir, water treatment system, waste water disposal field(s), solar panels, and wind turbines)

.2 Secondary Uses, Buildings and Structures

- (b) Accessory uses, building and structures

4.2 Lower Area

.1 Principal Uses, Buildings and Structures

- (a) Single detached dwelling
- (b) Amenity building or structure (primarily used for accessory pool uses, community gathering and events)

.2 Secondary Uses, Buildings and Structures

- (a) Accessory uses, buildings and structures
- (b) Home based business, minor
- (c) Private servicing infrastructure (water treatment, waste water treatment, solar panels)

4.3 Regulations Table

DEVELOPMENT REGULATIONS		
(a)	Maximum Floor Area Ratio	0.13
(b)	Maximum Density	
.1	Single Detached Dwelling	16
.2	Amenity Building or Structure	1
(b)	Maximum Gross Floor Area per Building	
.1	Single Detached Dwelling	185 m ² (1,991.3 ft ²)
.2	Amenity Building or Structure	100 m ² (1,076.4 ft ²)
.3	Accessory Building or Structure	200 m ² (2152.8 ft ²) of all accessory buildings and structures combined
(c)	Maximum parcel coverage	40%
(d)	Maximum building height	9.0 m (29.5 ft) to a maximum of 2 storeys except it is 5.0 m (16.4 ft) for accessory buildings and structures
SITING REGULATIONS		
(e)	Buildings and structures shall be sited at least the distance from the feature indicated in the middle column below, that is indicated in the right-hand column opposite that feature:	
.1	Interior parcel boundary	3.0 m (9.8 ft)
.2	Front parcel boundary (Seclusion Bay Road)	6.0 m (19.7 ft)
.3	Rear parcel boundary (Okanagan Lake)	6.0 m (19.7 ft)

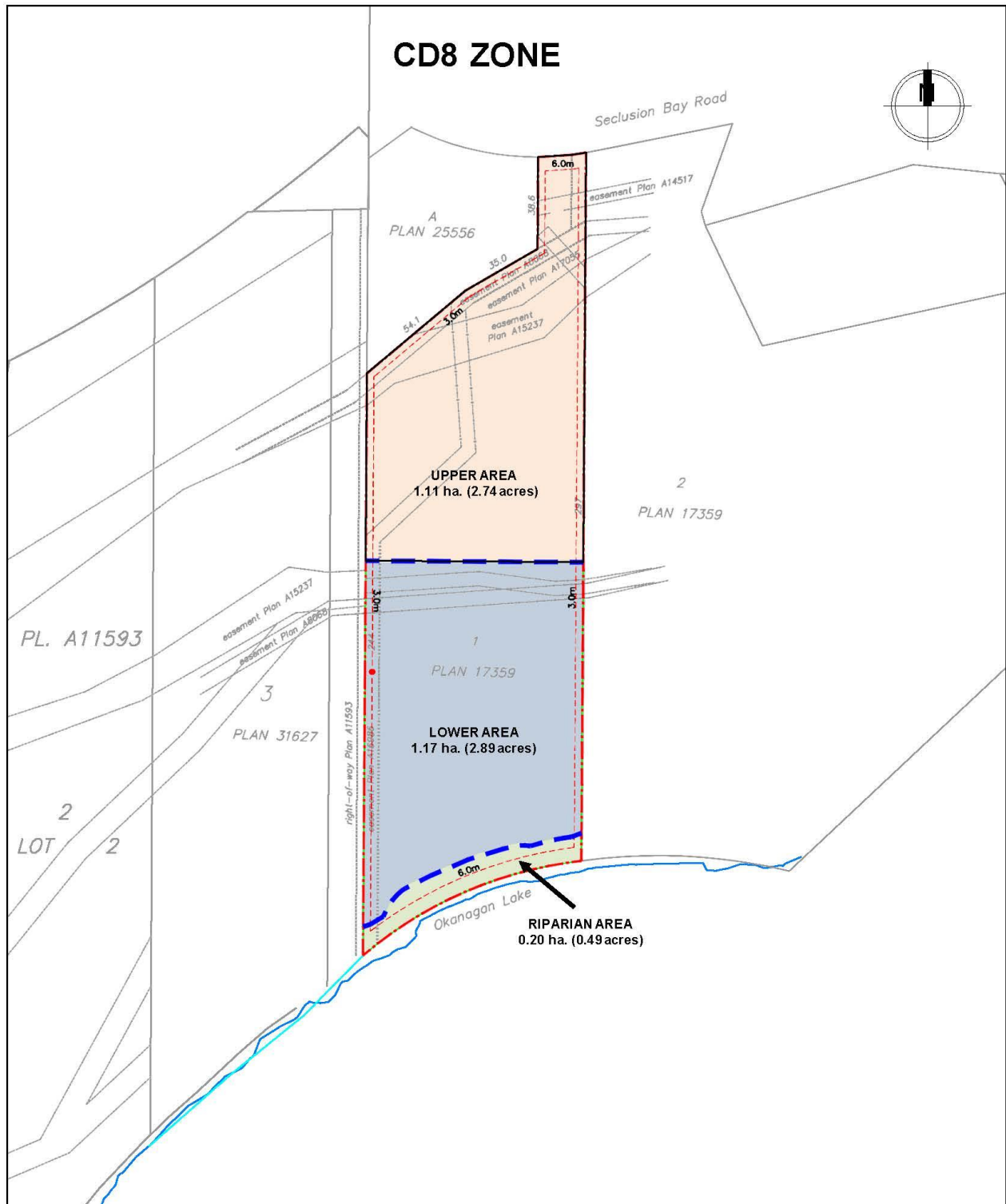


FIGURE 1
CD ZONE PLAN & DEVELOPMENT AREAS

SCALE 1:2000
2019-07-11



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Carla Eaton, Planner III

File No: Z 20-06

Subject: **Z 20-06, OCP and Zoning Amendment Bylaw No. 100.60 and 154.92 (Adoption), Unaddressed Canyon Crest Drive**

RECOMMENDATION

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

THAT Council adopt City of West Kelowna Zoning Amendment Bylaw No. 0154.92, 2020 (File Z 20-06).

STRATEGIC AREA(S) OF FOCUS

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

BACKGROUND

The proposed bylaw amendments received third reading on November 24, 2020. The applicant proposed to essentially swap zoning and land use designations which are proposed to facilitate a more efficient layout for the proposed townhouse development (approximately 26 units) eliminating the need for a second access. The proposed amendment will rezone a portion of the property from Low Density Multiple Residential (R3) and Compact Single Detached Residential (RC3) zone to Parks and Open Space (P1) zone, and to rezone a portion from Parks and Open Space (P1) zone to Low Density Multiple Residential (R3) zone; and to amend the Official Community Plan over the same areas by exchanging the land use designation from Low Density Multiple Family and Single Family Residential to Parks and Natural Area, and from Parks and Natural Area to Low Density Multiple Family (*Attachment 1 and 2*).

PROPERTY DETAILS

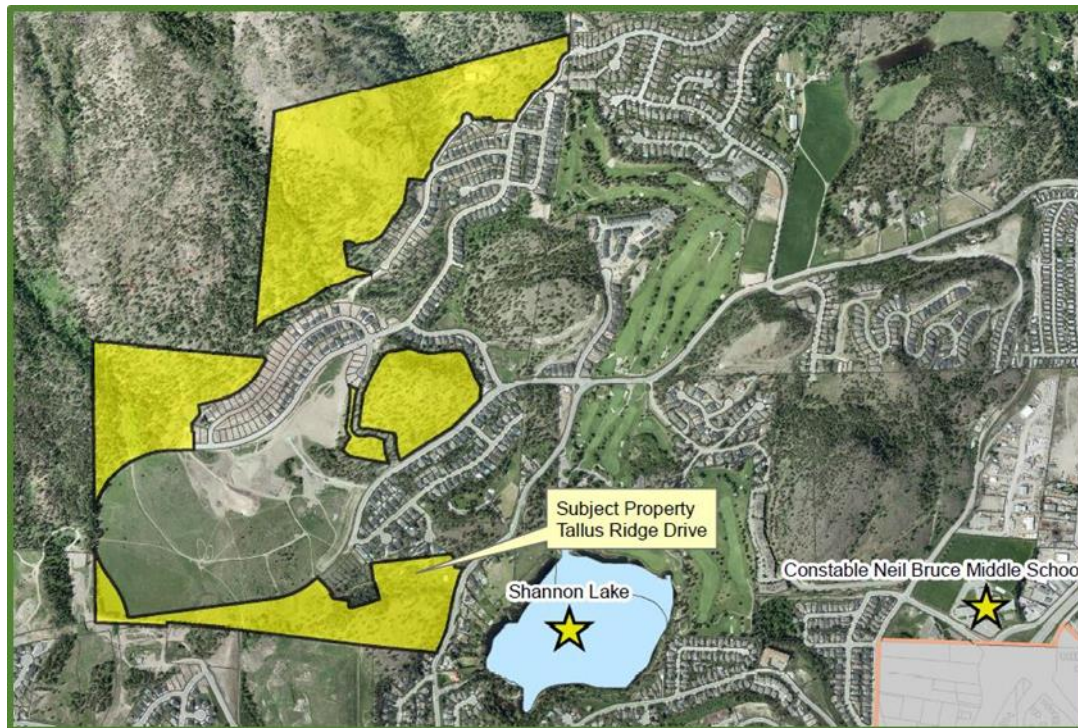
Address	Unaddressed Canyon Crest Drive (Tallus Ph. 10/11)		
PID	030-896-487		
Folio	36414115.056		
Lot Size	Parent parcel: 61 ha (150.7 acres) / Subject: ~0.98 ha		
Owner	Ryser Developments Ltd.	Agent	Damien Burggraeve

Current Zoning	Parks and Open Space (P1) and Low Density Multiple Family (R3)	Proposed Zoning	Parks and Open Space (P1) and Low Density Multiple Family (R3)
Current OCP	Parks and Natural Area and Low Density Multiple Family	Proposed OCP	Parks and Natural Area and Low Density Multiple Family
Current Use	Vacant	Proposed Use	Residential
Development Permit Areas	Wildfire Interface, Hillside, Sensitive Terrestrial Ecosystem and Form and Character		
Hazards	Possible rock catchment areas/drainage noted		
Agricultural Land Reserve	N/A		

ADJACENT ZONING & LAND USES

North	^	Compact Single Detached Residential (RC3)
East	>	Large Parcel Single Detached Residential (R1L) and Low Density Multiple Family (R3)
West	<	Compact Single Detached Residential (RC3)
South	v	Parks and Open Space (P1) and Single Detached Residential (R1)

NEIGHBOURHOOD MAP



PROPERTY MAP



COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
Nov 24, 2020	<p>THAT Council give third reading to City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.60, 2020 (File:Z 20-06); and</p> <p>THAT Council give third reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.92, 2020 (File: Z 20-06)</p>	C299/20
Nov 24, 2020	Public Hearing held	N/A
Oct 27, 2020	<p>THAT Council give first and second reading to City of West Kelowna Official Community Plan Amendment Bylaw No. 0100.60, 2020 (File: Z 20-06); and</p> <p>THAT Council give first and second reading to City of West Kelowna Zoning Amendment Bylaw No. 0154.92, 2020 (File: Z 20-06); and</p> <p>THAT Council direct staff to schedule the proposed bylaw amendments for Public Hearing.</p>	C276/20

CONCLUSION

As there are no conditions for adoption, staff recommend Council adopt the Official Community Plan and Zoning amendment bylaw.

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No

Attachments:

1. Official Community Plan Bylaw No. 0100.60
2. Zoning Amendment Bylaw No. 0154.92



CITY OF WEST KELOWNA

BYLAW NO. 0100.60

A BYLAW TO AMEND “OFFICIAL COMMUNITY PLAN BYLAW NO. 0100”

WHEREAS the Council of the City of West Kelowna desires to amend “CITY OF WEST KELOWNA OFFICIAL COMMUNITY PLAN BYLAW NO. 0100” under the provisions of the *Local Government Act*.

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

1. Title

This Bylaw may be cited as “CITY OF WEST KELOWNA OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW NO. 0100.60, 2020”.

2. Amendments

“City of West Kelowna Official Community Plan Bylaw No. 0100” is hereby amended as follows:

2.1 By changing the designation on a portion of Rem. Lot A, District Lots 3796 & 2600, ODYD, Plan EPP91342, Except Plan EPP95995, as shown on Schedule ‘A’ attached to and forming part of this bylaw, from Low Density Multiple Family and Single Family Residential to Parks and Natural Area; and from Parks and Natural Area to Low Density Multiple Family.

2.2 By depicting the change on “City of West Kelowna Official Community Plan Bylaw No. 0100 Schedule B” (Land Use map).

READ A FIRST AND SECOND TIME THIS 27TH DAY OF OCTOBER, 2020
PUBLIC HEARING HELD THIS 24TH DAY OF NOVEMBER, 2020
READ A THIRD TIME THIS 24TH DAY OF NOVEMBER, 2020
ADOPTED THIS

MAYOR

CITY CLERK

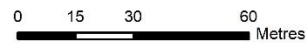


SCHEDULE 'A' of BYLAW NO. 0100.60

Date: 21/10/2020



- PNA to LDMF
- SFR to PNA
- LDMF to PNA
- OCP LandUse Bylaw 100
- Parcels



Path: H:\DEVELOPMENT SERVICES\PLANNING\3360 Zoning & Rezoning\20 Applications\2020\Z 20-06 Tallus Ridge Dr\Maps\Schedule A OCP100.60.mxd



CITY OF WEST KELOWNA

BYLAW NO. 0154.92

A BYLAW TO AMEND "ZONING BYLAW NO. 0154"

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

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

1. Title

This Bylaw may be cited as "CITY OF WEST KELOWNA ZONING AMENDMENT BYLAW NO. 0154.92, 2020".

2. Amendments

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

2.1 By changing the zoning on a portion of Rem. Lot A, District Lots 3796 & 2600, ODYD, Plan EPP91342, Except Plan EPP95995, as shown on Schedule 'A' attached to and forming part of this bylaw, from Low Density Multiple Residential (R3) and Compact Single Detached Residential Zone (RC3) to Parks and Open Space (P1); and from Parks and Open Space (P1) to Low Density Multiple Residential Zone (R3).

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

READ A FIRST AND SECOND TIME THIS 27TH DAY OF OCTOBER, 2020
 PUBLIC HEARING HELD THIS 24TH DAY OF NOVEMBER, 2020
 READ A THIRD TIME THIS 24TH DAY OF NOVEMBER, 2020
 ADOPTED THIS

MAYOR

CITY CLERK



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Hailey Rilkoﬀ, Planner II

File No: DVP 20-12

Subject: **DVP 20-12, Development Variance Permit, 1219 Sunnybrae Road**

RECOMMENDATION

THAT Council authorize the issuance of a Development Variance Permit (DVP 20-12) for Lot 26, District Lot 581, ODYD, Plan 17329 (1219 Sunnybrae Road) to vary S.10.4.5(g).1 to reduce the required front parcel boundary setback from 4.5 m to 1.5 m for a proposed covered entry addition to the existing dwelling.

STRATEGIC AREA(S) OF FOCUS

Economic Growth and Prosperity - Quality, innovative urban development (Council’s 2020-2022 Strategic Priorities).

BACKGROUND

The applicant has applied for a Development Variance Permit (*Attachment 1*) to allow for the addition of a covered entry within the front parcel boundary setback.

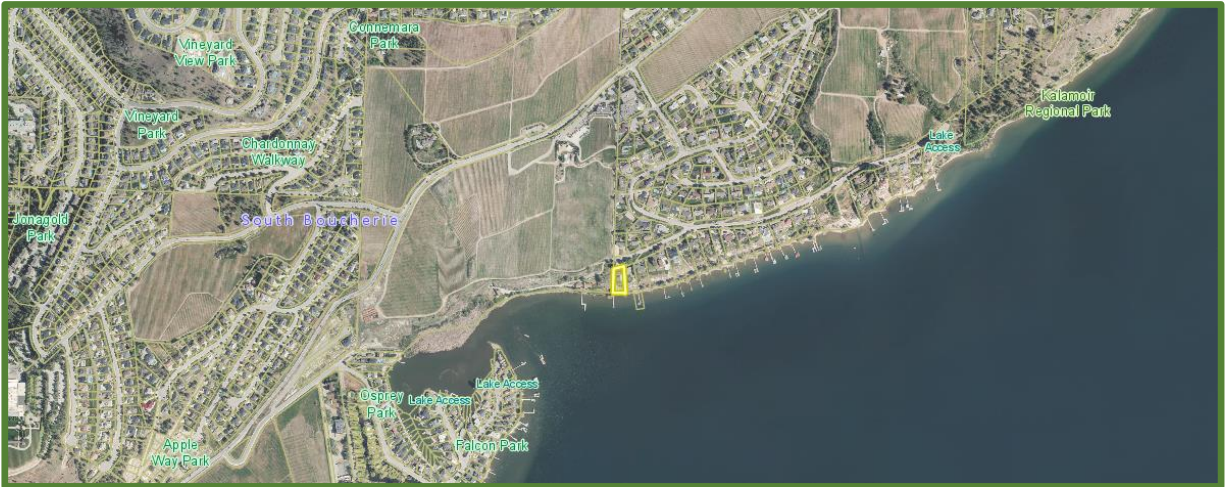
PROPERTY DETAILS			
Address	1219 Sunnybrae Road		
PID	008-409-340		
Folio	36413168.000		
Lot Size	0.475 Acres (1,922 m ²)		
Owner	Lorie & Lawrence Walter	Agent	Urban Options Planning & Permits
Current Zoning	R1 – Single Detached Residential	Proposed Zoning	-
Current OCP	SFR – Single Family Residential	Proposed OCP	-
Current Use	Residential	Proposed Use	-
Development Permit Areas	Hillside, Aquatic Ecosystem, Terrestrial Ecosystem		
Hazards	n/a		

Agricultural Land Reserve Adjacent to ALR

ADJACENT ZONING & LAND USES

North	^	R1 - Residential
East	>	R1 - Residential
West	<	A1 – Agricultural (ALR)
South	v	W1 – Okanagan Lake

NEIGHBOURHOOD MAP



PROPERTY MAP



History

The subject property is just under 0.5 acres (1,900 ft²), located at the end of Sunnybrae Road. The subject property is located in the South Boucherie neighbourhood and is zoned R1 - Single Detached Residential.

In 2014, the owners received a Development Variance Permit (DVP 14-18) in order to reduce the required ALR setback for a new house construction (Attachment 2). The Zoning Bylaw requires a 15.0 m setback for buildings and structures from the A1 Zone or ALR land, DVP 14-18 reduced the required setback to 3.0 m. In addition, DVP 14-18 amended the required minimum buffer specifications to not require trees. A condition of this variance permit was the registration of an Agricultural Covenant on the property, which advises future property owners of the impacts that could be expected when living adjacent to farmland.

Proposal

The applicant is now proposing to renovate the existing residence instead of rebuilding. The scope of the renovation includes the addition of a covered entryway and an addition into the rear yard of the property.

Variations

The existing house is currently encroaching within the required 4.5 m front yard setback, and the existing garage within the required 6.0 m setback. The existing dwelling is non-conforming to the current required setbacks. A variance is requested to reduce the required setback from the front parcel boundary. The requested variance would allow for construction of a new covered entrance with a proposed setback of 1.5 m.

Applicant's Rationale

The applicant has provided a letter which outlines their rationale for the proposed variance (Attachment 3). The applicant provides that the property is an irregular shape and that the distance between the house and front property line varies between 3.5 m and 8.3 m. The applicant also identifies that the property boundary is setback a large distance from the edge of the road, leaving much of the driveway within the right of way.

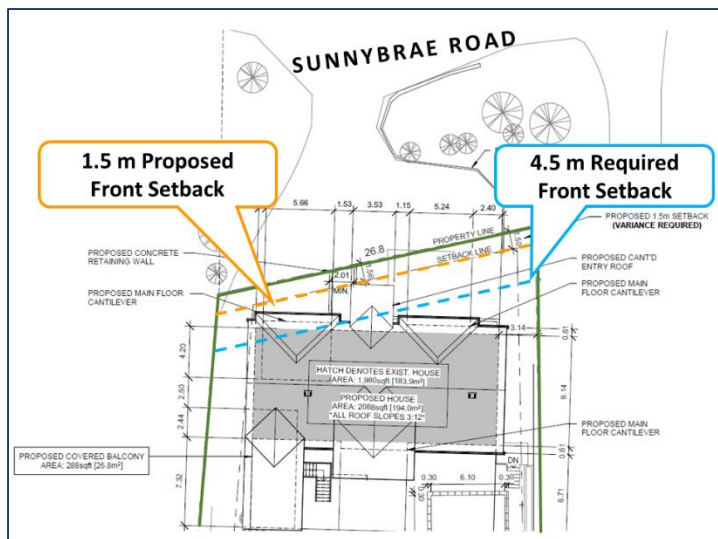


Figure 1 - Proposed Setback Variance

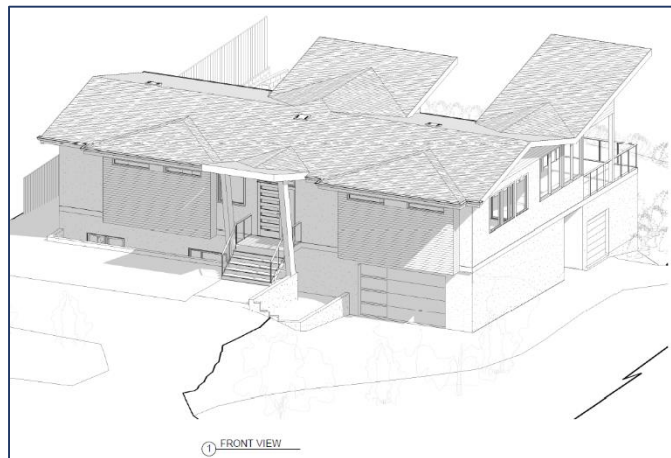


Figure 2 - Rendering of proposed Renovation & Addition

Policy & Bylaw Review

Official Community Plan Bylaw No. 0100

The subject property falls within the City's Hillside, Aquatic Ecosystem and Sensitive Terrestrial Ecosystem Development Permit Area's (DPA's). The proposed development is exempt from a Development Permit (DP) as there are no terrestrial ecosystem impacts, the development proposed is not within 30m of Okanagan Lake, and no site regrading or significant retaining is proposed.

Zoning Bylaw No. 0154

Section 10.4.5(g) of the Zoning Bylaw regulates the required setbacks from property boundaries for development. The proposed development meets all required setbacks with the exception of the front parcel boundary setback.

Section 3.6.4(a).4 provides siting exemptions for eaves and canopies, however the exemption is only to a maximum of 1.2 m into the required setback. The proposed covered entryway and portions of the proposed eaves, project up to 2.9 m into the required setback and therefore is not captured by the siting exemption.

Technical Review

No concerns were raised during the technical review period for this application in relation to the proposed variance request.

Legislative Requirements

Section 498 of the *Local Government Act* gives Council the authority to issue a Development Variance Permit that varies, in respect of the land covered in the permit, the provisions of the Zoning Bylaw.

Public Notification

In accordance with the *Local Government Act*, 18 notification letters were sent to all property owners and their tenants within 100 metres of the subject property (Attachment 4) and a notice of application sign has been placed on the subject property in accordance with the Development Applications Procedures Bylaw No. 0260. At the time of writing this report, Staff have provided clarification of the proposed variance to one neighbour who responded to the notification letters.

DISCUSSION

The applicant's variance request proposes a reduction to the front parcel boundary setback, however the existing dwelling already encroaches within this setback and is considered to be non-conforming. Due to the siting of the existing dwelling, any addition to the front of the dwelling, such as the covered entryway as is proposed, would further the encroachment and require a variance.

The proposed covered entry way would encroach into the front parcel boundary setback and would be sited a minimum of 1.5 m from the property line. There is a significant distance from the edge of Sunnybrae Road to the property boundary with approximately 14 m between the edge of pavement and the property line being used as the property's driveway. The road right of way fronting the property is approximately 29m wide, which is substantially greater than the typical requirement (18-20m). Therefore, the requested variance is not anticipated to affect adjacent properties or the public negatively.

CONCLUSION

It is recommended that Council approve the proposed variance application DVP 20-12. The proposed renovation and addition of a covered entry way is not anticipated to create significant negative impacts.

Alternate Motion:

THAT Council deny the issuance of a Development Variance Permit (DVP 20-12) for Lot 26, District Lot 581, ODYD, Plan 17329 (1219 Sunnybrae Road) to reduce the required front parcel boundary setback for a proposed addition to the existing dwelling.

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No

Attachments:

1. DRAFT Permit (DVP 20-12)
2. DVP 14-18
3. Applicant's Rationale Letter
4. Public Notification Map



CITY OF WEST KELOWNA
DEVELOPMENT VARIANCE PERMIT
DVP 20-12

TO: Lorie & Lawrence Walter
1219 Sunnybrae Road
West Kelowna, BC V1Z 2N9

CITY OF WEST KELOWNA
PLANNING DEPARTMENT
ATTACHMENT: 1
FILE NO.: DVP 20-12

- 1. This Permit is issued subject to compliance with all of the Bylaws of the City of West Kelowna applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Permit applies to and only to those lands within the City of West Kelowna described below, and any and all buildings, structures and other developments thereon:
Lot 26 District Lot 581 ODYD Plan 17329 (1219 Sunnybrae Road)
3. This permit reduced the required front yard setback for a proposed addition to the existing dwelling. Specifically, this Development Variance Permit varies the following:
- S10.4.5(g).1 to reduce the minimum front yard setback from 4.5 m to 1.5 m for a proposed covered entryway.
4. This permit is subject to the following conditions:
a. Dimensions, siting and design of the proposed additions to the existing dwelling be constructed on the property in accordance with Schedule 'A'.
4. The land described herein shall be developed strictly in accordance with the terms and conditions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.
5. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION NO. C###/20 PASSED BY THE MUNICIPAL COUNCIL on insert date

ISSUED ON insert date

Signed on insert date

City Clerk

/hr

Schedules:

- A. Renovation & Addition Development Drawings, prepared by Blue Vision Drafting & Design, dated May 10, 2020

GENERAL NOTES

- The following notes are to be included as part of the drawings.
- The General Contractor or the Owner/builder shall verify all dimensions, details, structural materials and conditions shown on the drawings or noted in the specifications.
- The General Contractor or Owner/builder shall resolve any problems arising out of any variances from the drawings and specifications, or from conditions encountered at the job site. Such resolution shall be the sole responsibility of the General Contractor or Owner/builder.
- The Designer shall not be responsible for any departure from the drawings and Specifications authorized by any inspection authority during the course of construction.
- The General Contractor or Owner/builder shall ensure that all work conform to the current Building Code adopted by the authorities having jurisdiction or local Building Codes and By-laws that may take precedence.
- The General Contractor or Owner/builder shall be responsible for correct placement of this building on the site. Any pre-existing structures must be surveyed prior to construction. The foundation must be surveyed post foundation construction.
- The Designer shall not be responsible for site conditions such as soil bearing capacity, depths of water tables or buried structures. A geotechnical engineer registered in the province of British Columbia may be required to determine such conditions per the requirements of the authorities having jurisdiction.
- All work shall be equal in all respects to good building practice.
- Written dimensions take precedence over scaled drawings.
- Construction loads on the structure caused by interim storage of materials or use of equipment will not be allowed to exceed the design loads.
- These drawings are not to be scaled.

ERRORS AND OMISSIONS

- The Designer makes every effort to provide complete and accurate home plans. This office assumes no liability for any errors or omissions that may affect construction.
- Should any discrepancies be found on this set of drawings, please advise our office at your earliest convenience.

STRUCTURAL DESIGN CRITERIA

- Assumed roof design snow load (live + dead) = 35 psf (1.68 kN/m²)
- Assumed soil bearing capacity = 2000 psf (95.76 kN/m²)
- Concrete foundation walls and slabs-on-grade shall have a minimum compressive strength of 3000 psi (20 MPa) at 28 days.
- All reinforcing bars shall be billet steel complying with CSA-G30-10.
- Any Structural Engineer's drawings provided take precedence over these drawings.
- The qualified professional engineer must be registered in the province of British Columbia and in good standing with the Engineering Association of BC.
- If there is a Structural Engineering involved, they must provide schedules for their design and are responsible for their own design and inspections.
- If there is no Structural Engineer involved, it is the responsibility of the authority having jurisdiction to confirm all structural design criteria.

FOUNDATION

- Foundations shall be a minimum of 8" thick insulated concrete (exceptions noted) or ICF on solid undisturbed bearing soil or pre-engineered soil approved by a geotechnical engineer certified in the province of British Columbia and below a frost line of 2'-0" below grade.
- Basement foundation walls shall not be backfilled until:
 - Concrete has reached its specified 28 day strength.
 - Structural floor framing, including subfloor, required to support the walls is complete and fully nailed and anchored.
- Foundation wall heights may require adjustment to suit site conditions.
- All concrete and masonry foundation walls exceeding limits specified in the current Building Code require engineering.
- All foundation walls 24" (600mm) and higher shall have a minimum of 1 1/2" (12mm) reinforcing bar centered on wall and located 3" (75mm) from the top of wall.
- Corner reinforcing to be lapped a minimum 24" (600mm).
- Provide minimum side clear concrete cover of 1 1/2" (38mm).
- Provide minimum bottom clear concrete cover of 3" (76mm) cast against soil.
- The Contractor shall examine all applicable drawings for locations of embedded items before placing concrete.
- Perimeter drainage shall be installed where required to the approval of local authorities.

WOOD FRAME CONSTRUCTION:

- Dimensions are taken from outside face of exterior wall sheathing to centerline of interior wall studs. Face of exterior sheathing to be flush with outside face of foundation wall. Exceptions noted.
- All studs, plates, backing, blocking and bridging to be No. 2 SPF or better.
- All joists, rafters, beams and lintels to be No. 2 SPF or better. Exceptions noted.
- Floor joists shall be doubled under all non-loadbearing partitions parallel to the joists.
- Joists are to be placed to accommodate heating, plumbing and other services.
- All lintels to be 2"x10 (2-38x235) or pre-engineered lintels. Exceptions noted.
- Wood in contact with concrete to be dampproofed with 45 lb tar saturated felt, 6 mil polyethylene.
- All wood plates are to be anchored to foundation with 12 mm (1/2") anchor bolts with spacing not exceeding 1800 mm or (6'-0") O.C. Unless noted otherwise by the structural engineer of record. Exceptions noted.
- Exterior wood plates are to be level and sealed at contact with concrete foundation.
- Cross-bridging for floor joists and roof joists shall be 38x38 (2"x2") diagonal type wherever possible. Use solid blocking with T.J.'s.
- Cross-bridging rows shall be installed at mid-span for joist spans exceeding 2100 mm (7'-0") or at 2100 mm (7'-0") maximum, unless strapping or sheathing is applied to the underside of joists.
- Roof trusses may require an engineer's certificate. For pre-engineered trusses, a certificate must be obtained from the truss fabricator.
- Cauk under all exterior door & window frames and at both sides of exposed masonry chimneys.
- Cauk under all base plates at exterior walls.
- Junctions between the floor to rim joist & rim joist to foundation must be sealed.

STEEL CONSTRUCTION:

- All structural steel design & construction must be sealed & approved by a Structural Engineer registered in the province of British Columbia.
- Fabrication, erection, structural design and detailing of all structural steel and connectors shall be in accordance with CSA-S16-09. Steel decking and metal studs shall be designed, fabricated and installed in accordance with CSA-S16-09 (R2012) and specifications of the manufacturer. Shop drawings shall be sealed by a qualified professional engineer registered in the province of British Columbia.

DECK AND PORCH CONSTRUCTION:

- All framing to be No. 2 SPF or better and #1 ACQ pressure treated lumber. Exceptions noted.
- Girders for floor joists to be a min. 2-ply 2x10 unless noted otherwise. Girders shall be either bolted to posts w/ 1/2" dia. galvanized bolts or anchored into concrete pier.
- All joists to have blocking at 8'-0" o/c.
- all ledgers attached to house to have a flashing barrier, lapping behind the siding, between the house and ledger. Ledger shall be bolted to the building with 1/2" dia. galvanized bolts.
- All footings for posts and piers to be below local frost line. Piers shall extend a minimum of 6" above grade or per plan.
- All framing material to have appropriate galvanized hangers and anchors.

INSULATION, VENTILATION, AND SEALING:

- Minimum effective insulation requirements (HRV not installed):
 - Walls above grade: RSI 3.08 (R-17.5)
 - Walls below grade: RSI 2.98 (R-16.9)
 - Roof & ceiling / [cathedral & flat]: RSI 8.67 / [RSI 4.67] (R-50 / [R-28])
 - Floors Above Unheated Space: RSI 4.67 (R-26.5)
 - Under floors above frost line: RSI 1.96 (R-11)
 - Heated floors: RSI 2.32 (R-13.2)
- Minimum effective insulation requirements (HRV installed):
 - Walls above grade: RSI 2.29 (R-16.86)
 - Walls below grade: RSI 2.98 (R-16.86)
 - Roof & ceiling / [cathedral & flat]: RSI 6.91 / [RSI 4.67] (R-39.23 / [R-28])
 - Floors Above Unheated Space: RSI 4.67 (R-26.5)
 - Under floors above frost line: RSI 1.96 (R-11)
 - Heated floors: RSI 2.32 (R-13.2)
- Sealant shall be provided where required to prevent the entry of water into the structure.
- Sealant shall be provided at vertical joints between different cladding materials unless the joint is suitably lapped or flashed to prevent the entry of rain.
- 6 mil polyethylene vapour barrier shall be installed on the warm side of insulation.
- Flexible sheet air barrier materials require all joints to be lapped minimum of 50mm (2"), sealed, structurally supported. All sealants must be non-hardening. Vapour barrier tape is recommended to be applied to all joints additionally, even if not required at joint.
- Windows, Doors, and Skylights shall be sealed to vapour & air barriers.
- Sealants shall be applied between window frames or trim and the exterior cladding or masonry per British Columbia Building Code 9.27.4. or a Envelope Engineer specifications.
- Poly hats are required on exterior walls and ceilings for electrical boxes and pot lights. Which must be sealed to the vapour/air barrier.
- Attic hatches and all electrical penetrations into the attic space along any gaps, spaces, penetrations, irregularities that could inhibit vapour/air leakage must be sealed.
- Foundation wall insulation to be 3" XPS (R15) of rigid insulation on outside face of concrete, both sides of ICF or min. 1" EPS rigid insulation between a batt filled furring wall & foundation wall.
- Ceiling insulation is blown cellulose insulation in attic/flat trusses and Sprayed polyurethane foam, medium density closed cell (CAN/ULC S705.1) in floors/cathedral ceilings.
- Provide a baffle of air space (equal to soffit venting area) between insulation and roof sheathing at exterior wall line.
- All walls and ceilings between residential spaces and garages or carports shall be insulated.
- Insulation requirements may vary with heating systems and with local conditions. Verify with local authorities.

INSULATION, VENTILATION, AND SEALING:

- All roof spaces shall be ventilated with soffit, roof or gable vents, or a combination of these equally distributed between the top of roof space and soffits. Unless Sprayed polyurethane foam, medium density closed cell (CAN/ULC S705.1) is used.
 - Venting area for attics and roof spaces shall be a minimum of 1/300 the of attic or roof space area. Unless Sprayed polyurethane foam, medium density closed cell (CAN/ULC S705.1) is used.
 - Vents for unheated crawlspaces shall be closeable, with a minimum total area 1/500 the of the crawlspace area.
- MASONRY, CHIMNEYS AND FIREPLACES:**
- All masonry work shall be in accordance with the current British Columbia Building Code. Chimney and fireplace construction to comply with the applicable sections of Part 9 of the British Columbia Building Code.
 - All chimney and fireplace installations shall be governed, inspected and approved by municipal authorities. A separate permit may be required.
 - Fireplace(s), including hearth and mantle if specified, are to be finished to Owner's specifications.
 - Fireplace flue size to be minimum 1/10 of opening size.
 - Dampers shall be rear hinged and min. 200mm (8") above finished opening.
 - Provide min. 200mm (8") of brick, including firebrick, on all sides of firebox - min. 300mm (12") for stone.
 - Interior wood-frame members to be min. 100mm (4") clear from back of and sides of firebox, and min. (2") 50mm clear from brick chimneys.
 - Exterior wood-frame members to be min. 25mm (1") clear from exterior fireplace and minimum 12mm (1/2") clear from exterior chimney.
 - Zero clearance type metal fireplaces and metal chimneys to be CSA approved and installed to manufacturer's specifications. Metal lining is recommended for chimney chases.

FINISHING:

- All interior and exterior finishes shown on the drawings shall be confirmed by the Owner & Contractor.
- Exterior doors shall be solid core and weather-stripped.
- All exterior doors with flush/recessed threshold to have built-in drain in sill or have grate drain and flashing below on the exterior side of the door.
- Garage doors to dwelling area to be solid core, weather-stripped and self-closing.
- Any Structural Engineer's drawings provided take precedence over these drawings. Offsets in cladding may compromise the drainage of moisture from behind the exterior finish above.
- Flashing to be installed over all unprotected exterior openings.
- Sliding glass doors shall have safety glass.
- Window sizes are shown in foot and inches.
- Door Sizes are shown in feet and inches.
- Openings in partitions shown without doors are to be full height unless shown as an arch, door opening, or noted otherwise.
- Lintels at archways are to be framed 2075mm (6'-11") high. Exceptions noted.
- Coat and clothes closets shall have one rod and shelf. Linen closets shall have 5 adjustable shelves where possible. Broom closets shall have one shelf (unless shown/noted otherwise).
- All bathrooms shall have a wall medicine cabinet or one lockable cabinet drawer.

HEATING:

- Installation of entire heating system, whether electric, forced warm air or hot water, must comply with manufacturer's directions (where applicable) and conform to requirements of local codes and regulations in all respects.
- Gas connection will require separate permit and inspection.
- All supply air ducts to be installed overhead in basement unless specified otherwise.
- All return air intakes and registers to be located and installed for maximum efficiency by a qualified heating contractor.

PLUMBING:

- All materials, equipment and methods of installation shall be in accordance with requirements outlined in Part 7 of the most current British Columbia Building Code and applicable local regulations.
- When the Owner's property is not located on a municipal sewer system, wells and septic disposal systems are to be located and constructed in accordance with health authorities having jurisdiction.
- All plumbing materials in contact with soils shall be corrosive resistant.
- All water closets to be low flush (water efficient) water closets, Unless noted otherwise.
- All plumbing fixtures to be low flow (water efficient) fixtures, Unless noted otherwise.

ELECTRICAL:

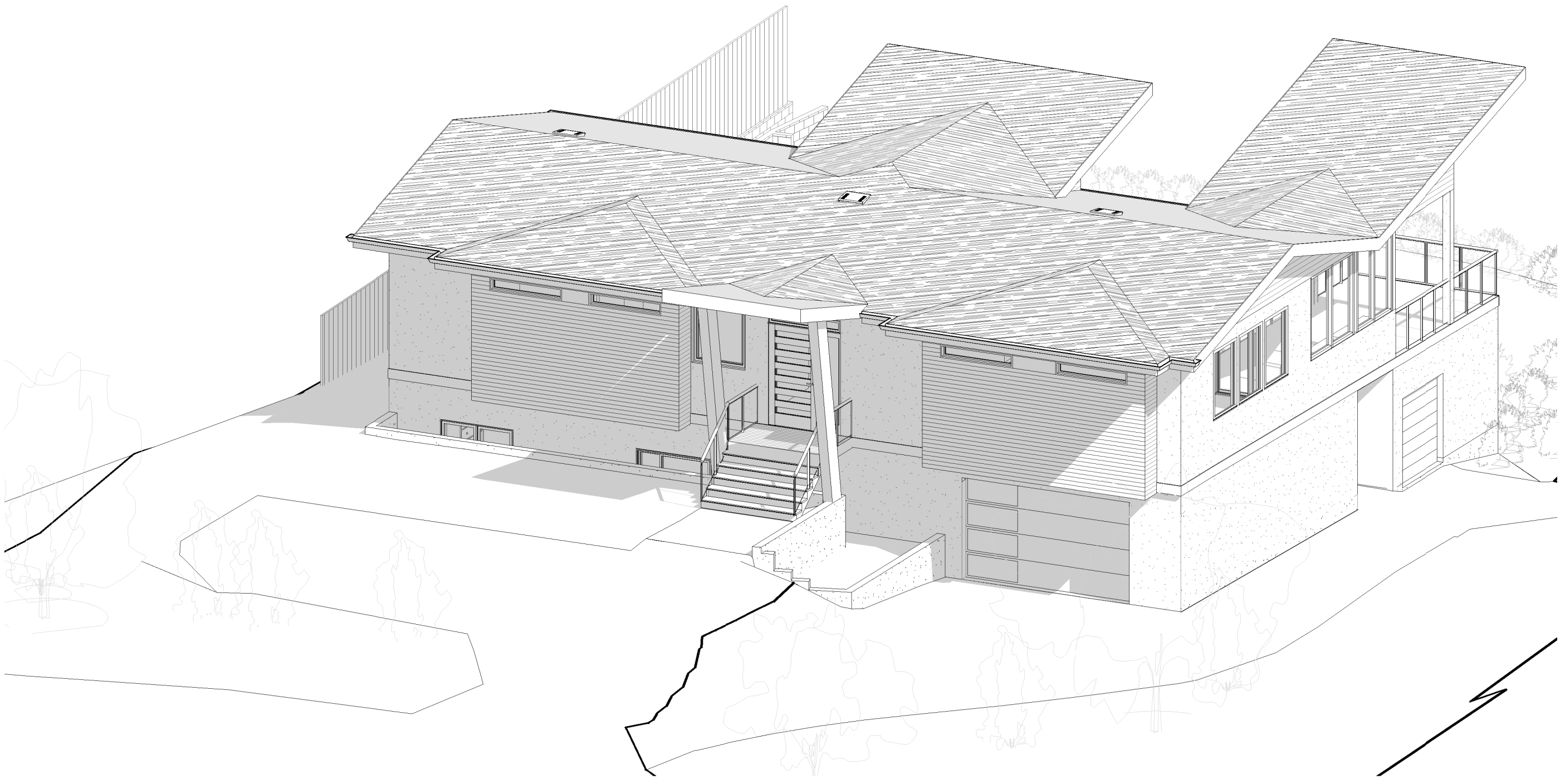
- Installation of electrical items must comply with the most current British Columbia Electrical Code and with the local electrical supplier in all respects.
- Outlet locations must comply with or exceed current minimum requirements outlined in the British Columbia Building Code. The minimum requirements are to be used as a guide only, and may be adjusted according to the Owner's and/or local authority's specific requirements beyond the minimum.
- All lights to be light emitting diode (LED) lights, Unless Noted Otherwise.

ABBREVIATIONS

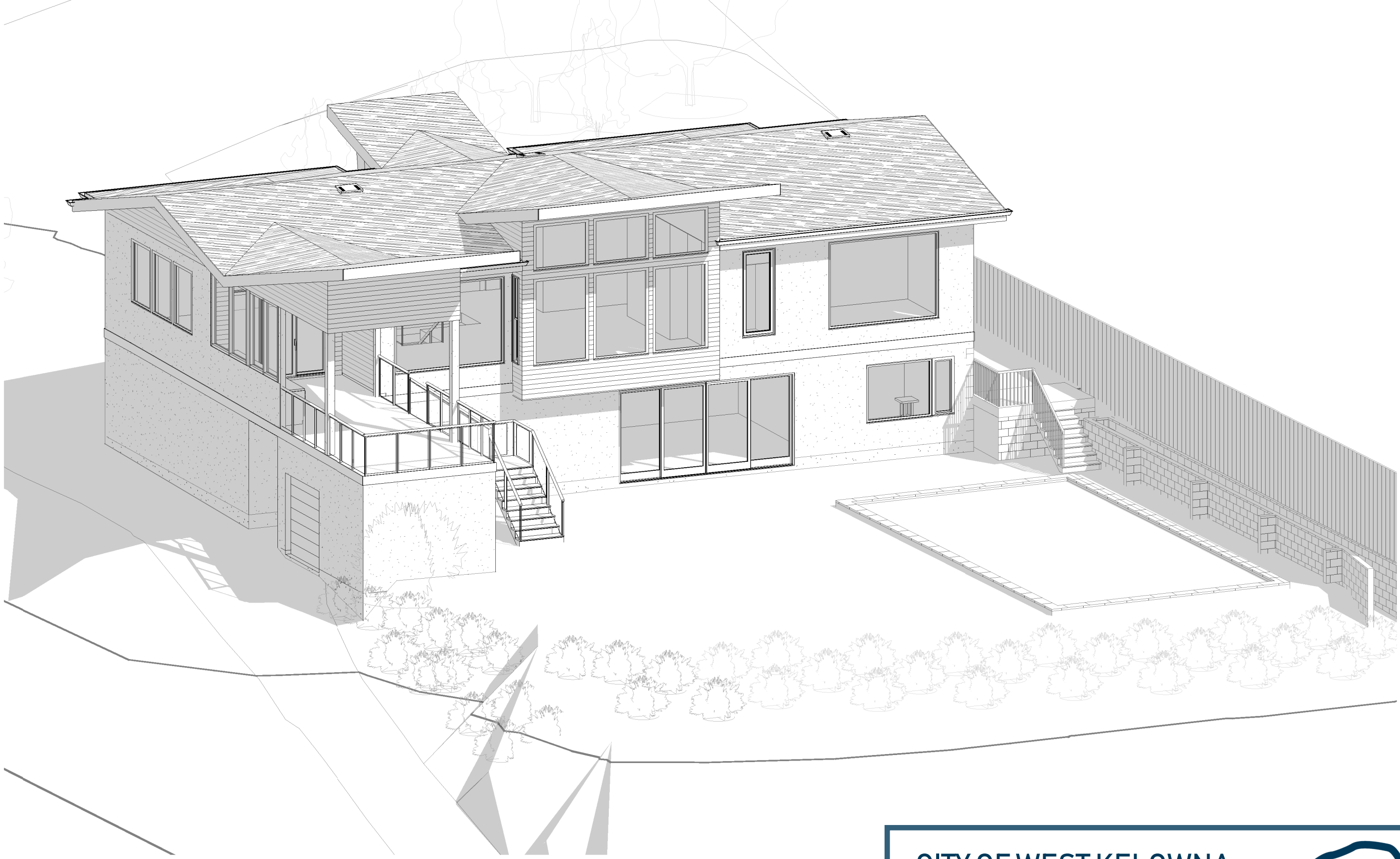
- AC. Acoustic
- AW. Awning
- B.C.B.C. Building Code
- BD. Board
- B.F. Bisfold door
- BM. Beam
- BTWN. Between
- B.U. Built-up
- CEIL. Ceiling
- COL. Column
- CONC. Concrete
- CONC. BLK. Concrete block
- CONT. Continuous
- C.S. Crawlspace
- C.W. Complete with specifications
- DIA. Diameter
- DIM. Dimension
- DN. Down
- D. Dryer
- D.W. Dishwasher
- ELECT. Electrical
- ELEV. Elevation
- EQ. Equal
- E/W. Equal Way
- F. Refrigerator
- F.D. Floor drain
- FLR. Floor
- F.E.P. From Existing Plans
- FND. Foundation
- FRZR. Freezer
- FTG. Footing
- FUR. Furnace
- GA. Guage
- G.R. Guard Rail
- GWB. Gypsum board
- H.B. Horizontal
- HORIZ. Horizontal
- HT. Height
- HW. Hot Water Tank
- I.H.W. Instant Hot Water Heater
- INSUL. Insulation
- LDRY. Laundry
- LIN. Linen
- LINO. Linoleum
- LOUV. Louvered
- MAX. Maximum
- M.C. Medicine cabinet
- MFR. SPEC'S. Manufacturer's Specifications
- MIN. Minimum
- MIR. Mirror
- MW. Microwave
- N/A. Not Applicable
- N.B.C. National Building Code
- N.T.S. Not to scale
- OBSC. Obscure
- OC. On centre
- OH. Overhead
- OH. Overhang
- PKT. Pocket Door
- P.L.A. Point Load Above
- PLYWD. Plywood
- R. Range
- REQ'D. Required
- R.C. Rubber cover
- R. & S. Rod & Shaft
- RM. Room
- R.O. Rough opening
- R/W. Reinforced with
- R.W.L. Rain Water Leader
- S. Sink
- SIC. Solid core
- SH. Shower
- S.O.G. Slab on grade
- SUSP. Suspended
- T/O. Top of
- TYP. Typical
- T.B.C. To be confirmed
- UIS. Underside
- V.B. Vapour Barrier
- VERT. Vertical
- V.H. Vent Hood
- W. (Clothes) Washer
- w/. With
- W.C. Water Closet
- WD. Wood
- W.P. Weatherproof
- W.W.M. Welded wire mesh
- U.N.O. Unless Noted Otherwise

RENOVATION & ADDITION

1219 SUNNYBRAE RD



1 FRONT VIEW



2 REAR VIEW

SHEET LIST		
Sheet Number	Sheet Name	Current Revision Date
A0.0	TITLE	05.10.20
A1.0	SITE PLAN	05.10.20
A2.2	ELEVATIONS	05.10.20
A2.3	ELEVATIONS	05.10.20

CITY OF WEST KELOWNA
PLANNING DEPARTMENT

SCHEDULE: A

FILE NO.: DVP 20-12



Blue Vision Design Inc.
3448 Cougar Rd
West Kelowna, BC
V4T 2G9
250.864.6666
blue.vision@hotmail.com

Issue Schedule		
Issue Number	Description	Date (dd.mm.yy)
1	PRELIM SITE	23.07.20
2	REVIEW	04.08.20
7	VARIANCE	05.10.20

Lorie & Lawrence Walter
40 Stratton Hill Rise SW,
Calgary, AB, T3H1X7
P:403.613.3903
landwalter@outlook.com

RENOVATION & ADDITION

1219 SUNNYBRAE RD,
WEST KELOWNA

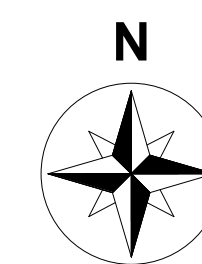
TITLE

SCALE:
AS NOTED

DRAWN BY: DS
CHECKED BY: BV

DATE: 05.10.20
PROJECT: 2020-021

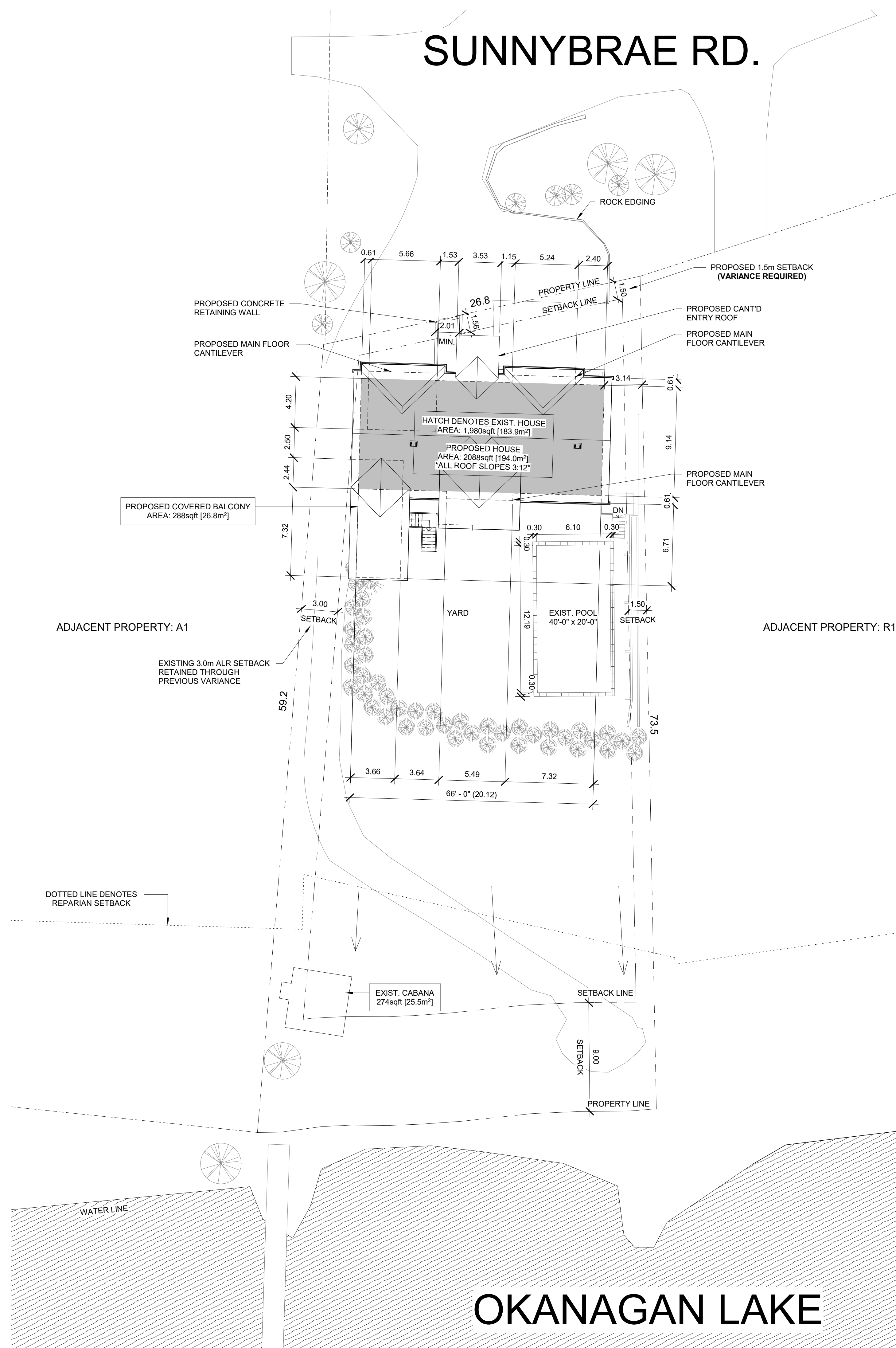
A0.0



Blue Vision
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V4T 2G9
250.864.6666
blue.vision@hotmail.com

Issue Schedule

Issue Number	Description	Date (dd.mm.yy)
1	PRELIM SITE	23.07.20
2	REVIEW	04.08.20
7	VARIANCE	05.10.20



1 SITE PLAN
1/16" = 1'-0"

BASEMENT SLAB ELEV. = 100'-0" (GEO. T.B.C.)
REFER TO SITE SURVEY FROM RUNNALLS DENBY BRITISH COLUMBIA LAND SURVEYORS (FILE # 14128) DATED MARCH 15, 2017 FOR ALL GEODETIC ELEVATIONS & SITE TOPOGRAPHY.

BUILDING NOTES

ALL DIMENSIONS TO BE CONFIRMED PRIOR TO CONSTRUCTION

GENERAL ZONING AND SITE INFORMATION

- CIVIC ADDRESS: 1219 SUNNYBRAE RD
- LEGAL: PLAN KAP17329, LOT 26
- ZONE: R1 - RESIDENTIAL 1
- AUTHORITY: CITY OF WEST KELOWNA
- TOTAL LOT AREA: 20,732sqft [1,926.1m²]
- MAXIMUM PARCEL COVERAGE: 40%

EXISTING SITE COVERAGE
- EXISTING CABANA FOOTPRINT: 274sqft [25.5m²]
+EXISTING HOUSE FOOTPRINT: 1,980sqft [183.9m²]
=EXISTING HOUSE FOOTPRINT: 2,254sqft [209.4m²] (10.1%)

PROPOSED SITE COVERAGE
-EXISTING CABANA FOOTPRINT: 274sqft [25.5m²]
+PROPOSED HOUSE FOOTPRINT: 2,088sqft [194.0m²]
+PROPOSED COVERED DECK FOOTPRINT: 288sqft [26.8m²]
= TOTAL PROPOSED SITE COVERAGE: 2,650sqft [246.2m²] (12.8%)

SITE CONSTRAINTS

- FRONT YARD SETBACK: 4.5m & 6.0m FOR CARPORT/GARAGE
- REAR YARD SETBACK: 3.0m
- SIDE YARD SETBACK: 1.5m
- MAXIMUM HEIGHT OF MAIN HOUSE: 9.0m (3 STOREY)

RENOVATION & ADDITION

1219 SUNNYBRAE RD,
WEST KELOWNA

SITE PLAN

SCALE:
AS NOTED

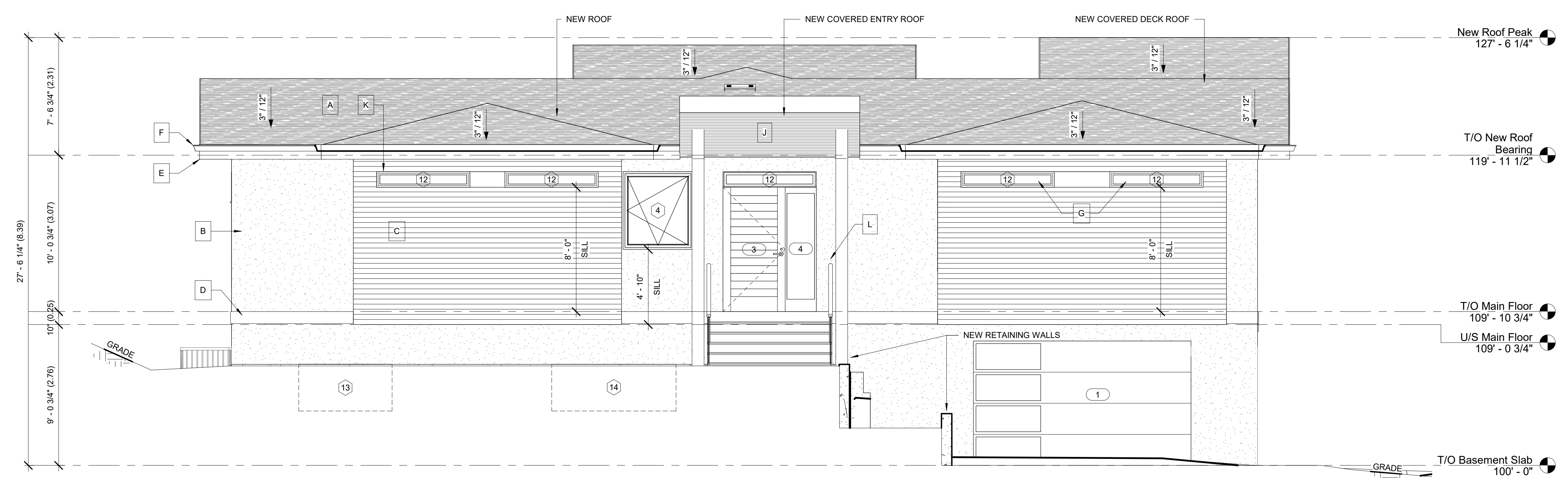
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CHECKED BY: BV

DATE: 05.10.20
PROJECT: 2020-021

A1.0

Blue Vision Design Inc.
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West Kelowna, BC
V4T 2G9
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blue.vision@hotmail.com

Issue Schedule		
Issue Number	Description	Date (dd.mm.yy)
1	PRELIM SITE	23.07.20
2	REVIEW	04.08.20
7	VARIANCE	05.10.20



① North Elevation
1/4" = 1'-0"

WINDOW SCHEDULE					
Window Type	Count	Type	Width	Height	Comments
1	1	24" x 60" Tilt & Turn	2' - 0"	5' - 0"	
2	1	24" x 84" Tilt & Turn	2' - 0"	7' - 6"	
3	1	36" x 84" Tilt & Turn	3' - 0"	7' - 6"	
4	1	52" x 60" Tilt & Turn	4' - 6"	5' - 0"	
5	3	48" x 66" Fixed	4' - 0"	5' - 6"	
6	3	60" x 84" Fixed	5' - 0"	7' - 6"	
7	1	72" x 60" Fixed	6' - 0"	5' - 0"	
8	2	120" x 78" Fixed	10' - 0"	7' - 6"	
9	1	48" x 24" Operable Transom	4' - 0"	2' - 0"	
10	1	48" x 24" Fixed Transom	4' - 0"	2' - 0"	
11	3	60" x 48" Fixed Transom	5' - 0"	4' - 0"	
12	5	72" x 12" Fixed Transom	6' - 0"	1' - 0"	
13	1	72" x 36" Slider	6' - 0"	3' - 0"	
14	1	96" x 36" Triple Slider	8' - 0"	3' - 0"	
15	2	16" x 90" Double Hung	1' - 4"	7' - 6"	
Grand total: 27					

DOOR SCHEDULE					
Door Type	Count	Type	Width	Height	Comments
1	1	192" x 96" Overhead	16' - 0"	8' - 0"	
2	1	84" x 84" Overhead	7' - 0"	7' - 0"	
3	1	48" x 96" Exterior- Front Entry- Swing	4' - 0"	8' - 0"	
4	1	24" x 96" Front Entry Sidelite	2' - 0"	8' - 0"	
5	2	36" x 80" Exterior Swing	3' - 0"	6' - 8"	
6	1	108" x 96" Tripple Sliding Glass	9' - 0"	8' - 0"	
7	1	192" x 96" Four Panel Sliding Glass	16' - 0"	8' - 0"	
Grand total: 8					

EXTERIOR FINISH SCHEDULE	
A	ASPHALT SHINGLES (CHARCOAL)
B	WHITE STUCCO SIDING
C	LAP BOARD SIDING (DARK)
D	BLACK BELLY BAND
E	1x12 WOOD FASCIA (BLACK)
F	ALUMINUM EAVESTROUGH (ALUMINUM)
G	PRE-FINISHED ALUMINUM CLADDING (BLACK)
H	8" x 8" WHITE STUCCO CLAD COLUMN
J	SAGGIPER SOFFIT (VENTED)
K	ALUMINUM FLASHING ABOVE WINDOWS & DOORS
L	GLASS GUARDRAIL
M	ROOF VENT AS REQ'D

NOTES:
- ALL FINISHINGS TO BE NEW MATERIALS.
- EXTERIOR NOTES TYPICAL



② South Elevation
1/4" = 1'-0"

Lorie & Lawrence Walter
40 Sratton Hill Rise SW,
Calgary, AB, T3H1X7
P:403.613.3903
landlwalter@outlook.com

RENOVATION & ADDITION
1219 SUNNYBRAE RD,
WEST KELOWNA

ELEVATIONS

SCALE:
AS NOTED

DRAWN BY: DS	CHECKED BY: BV
DATE: 05.10.20	PROJECT: 2020-021

A2.2

Blue Vision Design Inc.
3448 Cougar Rd
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V4T 2G9
250.864.6666
blue.vision@hotmail.com

Issue Schedule		
Issue Number	Description	Date (dd.mm.yy)
1	PRELIM SITE	23.07.20
2	REVIEW	04.08.20
7	VARIANCE	05.10.20

Lorie & Lawrence Walter
40 Stratton Hill Rise SW,
Calgary, AB, T3H1X7
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RENOVATION & ADDITION

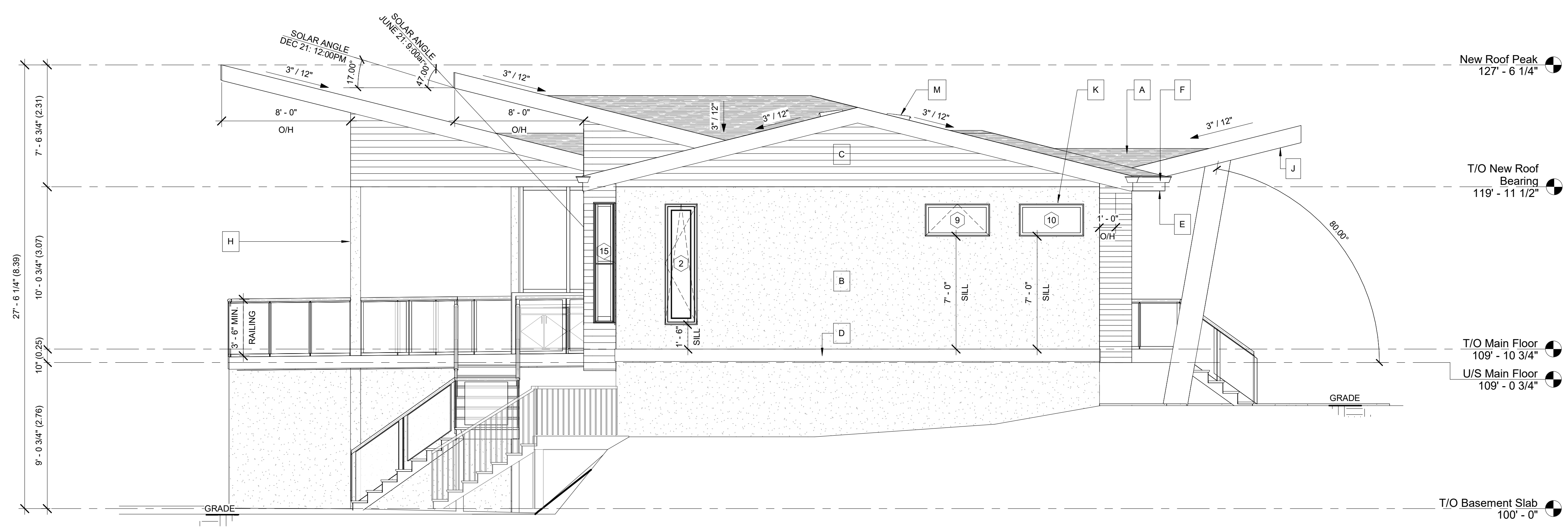
1219 SUNNYBRAE RD,
WEST KELOWNA

ELEVATIONS

SCALE:
AS NOTED

DRAWN BY: DS	CHECKED BY: BV
DATE: 05.10.20	PROJECT: 2020-021

A2.3

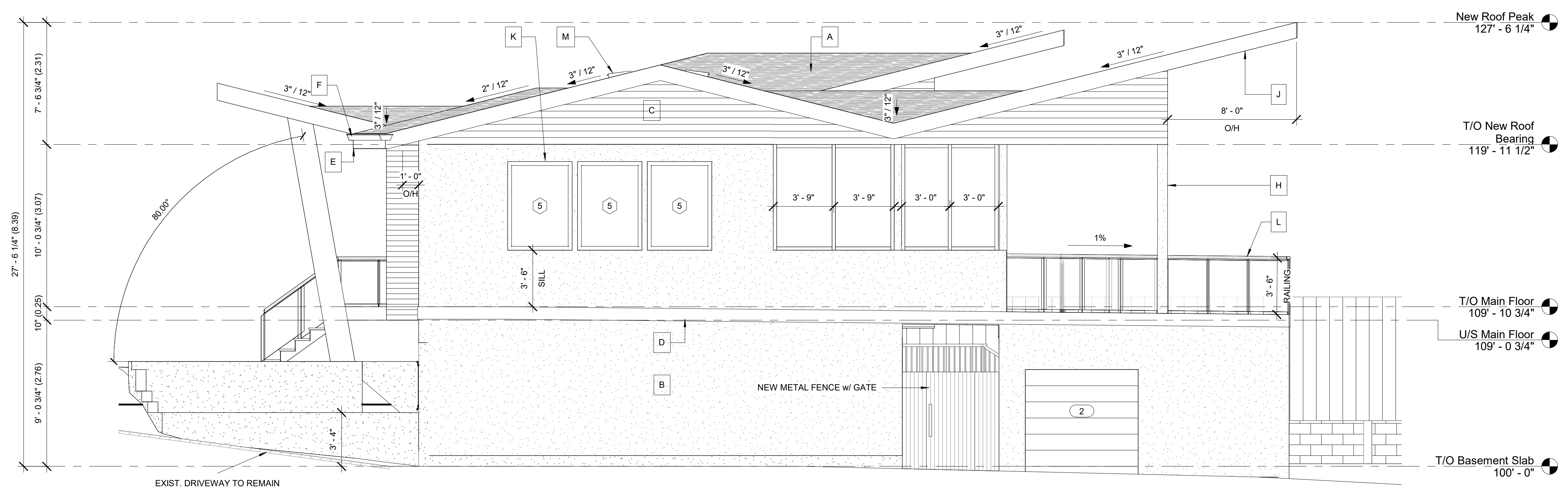


① East Elevation
1/4" = 1'-0"

WINDOW SCHEDULE					
Window Type	Count	Type	Width	Height	Comments
1	1	24" x 60" Tilt & Turn	2'-0"	5'-0"	
2	1	24" x 84" Tilt & Turn	2'-0"	7'-6"	
3	1	36" x 84" Tilt & Turn	3'-0"	7'-6"	
4	1	52" x 60" Tilt & Turn	4'-6"	5'-0"	
5	3	48" x 66" Fixed	4'-0"	5'-6"	
6	3	60" x 84" Fixed	5'-0"	7'-6"	
7	1	72" x 60" Fixed	6'-0"	5'-0"	
8	2	120" x 78" Fixed	10'-0"	7'-6"	
9	1	48" x 24" Operable Transom	4'-0"	2'-0"	
10	1	48" x 24" Fixed Transom	4'-0"	2'-0"	
11	3	60" x 48" Fixed Transom	5'-0"	4'-0"	
12	5	72" x 12" Fixed Transom	6'-0"	1'-0"	
13	1	72" x 36" Slider	6'-0"	3'-0"	
14	1	96" x 36" Triple Slider	8'-0"	3'-0"	
15	2	16" x 90" Double Hung	1'-4"	7'-6"	
Grand total: 27					

DOOR SCHEDULE					
Door Type	Count	Type	Width	Height	Comments
1	1	192" x 96" Overhead	16'-0"	8'-0"	
2	1	84" x 84" Overhead	7'-0"	7'-0"	
3	1	48" x 96" Exterior- Front Entry- Swing	4'-0"	8'-0"	
4	1	24" x 96" Front Entry Sidelite	2'-0"	8'-0"	
5	2	36" x 80" Exterior Swing	3'-0"	6'-8"	
6	1	108" x 96" Tripple Sliding Glass	9'-0"	8'-0"	
7	1	192" x 96" Four Panel Sliding Glass	16'-0"	8'-0"	
Grand total: 8					

EXTERIOR FINISH SCHEDULE	
A	ASPHALT SHINGLES (CHARCOAL)
B	WHITE STUCCO SIDING
C	LAP BOARD SIDING (DARK)
D	BLACK BELLY BAND
E	1x12 WOOD FASCIA (BLACK)
F	ALUMINUM EAVESTROUGH (ALUMINUM)
G	PRE-FINISHED ALUMINUM CLADDING (BLACK)
H	8" x 8" WHITE STUCCO CLAD COLUMN
J	SAGGIPER SOFFIT (VENTED)
K	ALUMINUM FLASHING ABOVE WINDOWS & DOORS
L	GLASS GUARDRAIL
M	ROOF VENT AS REQ'D
NOTES: - ALL FINISHINGS TO BE NEW MATERIALS. - EXTERIOR NOTES TYPICAL	



② West Elevation
1/4" = 1'-0"



**CITY OF WEST KELOWNA
DEVELOPMENT VARIANCE PERMIT
DVP 14-18**


TO: Lawrence and Lorie Walter
1219 Sunnybrae Road
West Kelowna, BC V1Z 2N9

<p align="center">CITY OF WEST KELOWNA PLANNING DEPARTMENT</p> <p>ATTACHMENT: <u>2</u></p> <p>FILE NO.: <u>DVP 20-12</u></p>	
---	---

1. This Permit is issued subject to compliance with all of the Bylaws of the City of West Kelowna applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Permit applies to and only to those lands within the City of West Kelowna described below, and any and all buildings, structures and other developments thereon:
**Lot 26, DL 581, ODYD, Plan 17329
(1219 Sunnybrae Road)**
3. This Permit allows variances to enable construction of a new house on the above noted parcel. Specifically, the Permit varies the following sections of Zoning Bylaw No. 0154:
 - i. 10.4.5(g).5 and s. 3.21.1(a) to reduce the minimum setback from the A1 zone or ALR from 15.0 metres to 3.0 metres; and
 - ii. 3.21.3(e) to not require trees as part of the minimum buffer specifications.
4. The land described herein shall be developed strictly in accordance with the terms and conditions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.
5. **This Permit is not a Building Permit.**

AUTHORIZING RESOLUTION NO. C372/14 PASSED BY THE MUNICIPAL COUNCIL on October 28, 2014

ISSUED ON July 9, 2015

Signed on July 9/15


City Clerk

/bl



October 13, 2020

District of West Kelowna
Planning Department
2760 Cameron Road
West Kelowna, BC
V1Z 2T6

Re: Development Variance Permit for 1219 Sunnybrae Road

Dear Planning Staff,

The landowners of the above noted property are wishing to do major renovations and upgrades to the existing dwelling located on site. During the 1970's, the dwelling was constructed in its current location. Since that time, the local government has transformed from the RDCO into the City of West Kelowna where a new zoning bylaw regulation has been adopted, making the current siting of this dwelling "legal non-conforming."

A major component of the dwelling renovation is the addition of a new canopy feature over the front door, which projects into the required front yard. As the front yard setback is already non-conforming, this proposed addition worsens the legal non-conformity. Therefore, we are submitting a Development Variance Permit application to vary the front yard setback from 6.0m required to 1.5m allowing for the new canopy and legalizing the existing setback to the garage.

The property is zoned R1 – Single Family Housing, which has a requirement for a front yard setback of 4.5m to the building, and 6.0m to the garage or carport.

The subject property is an irregular shape, and the setback from the front property line varies from 3.5m near the west property line to 8.3m near the east. In addition, the front property line is setback a large distance from the road, leaving much of the driveway on City land. The result of this proposed addition is that the corner of the new canopy will be located at the existing property line.

The existing roadway dedication in front of this property is approximately 30m wide. The constructed road is located towards the north side of the dedicated right of way. The dwelling on the subject property is located approximately 15m from the south edge of the constructed road. With the road constructed in this location, there is a visual perception of a large front yard to the dwelling. In addition, please note that the more typical road dedication width noted in the Works and Services Bylaw No. 0249 is 20m.

We understand that the Agricultural Land Reserve is located adjacent to the subject property on the west side. However, a previous Variance (DVP14-18 enclosed) on the subject property had been supported by Council to reduce the ALR buffer from 15.0m to 3.0m, which was then registered as a Covenant in 2015 (CA4483663).

We believe this application will have a minimal impact on the existing neighbourhood and the proposed renovations will upgrade the dated exterior of the dwelling. We look forward to hearing your comments and feedback on the project.

Should you have any questions please call me at 250.575.6707.










Regards,

Birte Decloux, RPP MCIP
on behalf of L and L Walters

GIS Notification Map (DVP 20-12)

Legend

Landmarks

-  Cemetery
-  City Hall
-  Community Centre
-  Dam
-  Fire Hall
-  Museum
-  RCMP
-  School
-  Tax Parcels

Basemap Parcel Type

- | | | | |
|---|-----------------|---|-------------------|
|  | Ownership |  | Lease |
|  | Land Strata |  | Park |
|  | Building Strata |  | Road Right-Of-Way |
|  | Common Property |  | Walkway |
|  | Crown Land |  | Common Access |



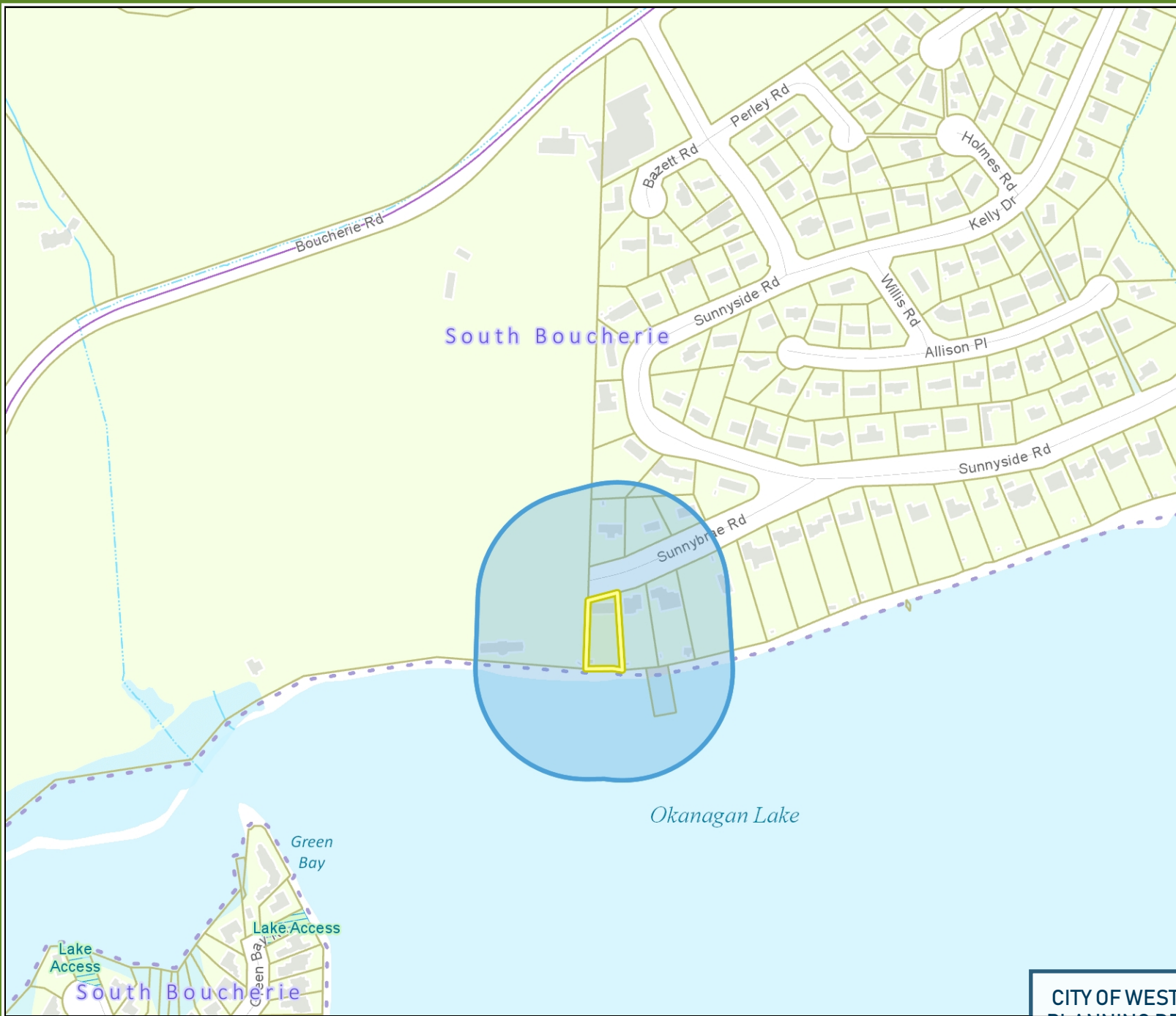
Scale 1 : 5,000

Notes

**CITY OF WEST KELOWNA
PLANNING DEPARTMENT**



ATTACHMENT: 4
FILE NO.: DVP 20-12



0 127 254 Meters

Map Projection: NAD_1983_UTM_Zone_11N

© City of West Kelowna

Map Produced on: 11/20/2020 9:55:55 AM



This map has been produced by the City of West Kelowna's Geographic Information System. The data provided is derived from a variety of sources with varying levels of accuracy. The City of West Kelowna makes no warranty or representation, expressed or implied, with the regard to the correctness, accuracy and/or reliability of the information contained hereon.



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Hailey Rilkoff, Planner II

File No: FEX 20-02

Subject: **FEX 20-02, Floodplain Exemption, 15A - 1375 Green Bay Road**

RECOMMENDATION

THAT Council approve the Floodplain Exemption (FEX 20-02) to S. 3.24 of Zoning Bylaw No. 0154 for manufactured home site #15A of Lot B, DL 434 & 523, ODYD Plan KAP76165 (1375 Green Bay Road) for the placement of a mobile home subject to the registration to title of an indemnity covenant and the following conditions:

- A minimum 5.0m setback is provided from the top of the bank of Green Bay Canal to the mobile home;
- The underside of the mobile home’s structure frame shall meet or exceed 343.66m; and
- An environmental monitor will be engaged for the placement of the mobile home.

STRATEGIC AREA(S) OF FOCUS

Economic Growth and Prosperity – Quality, innovative urban development (Council’s 2020-2022 Strategic Priorities)

BACKGROUND

This application proposes to exempt the subject site (#15A) on the parcel (1375 Green Bay Road) from the required setbacks within the City’s Floodplain Regulations. The exemption is required in order to place a new mobile home on the site.

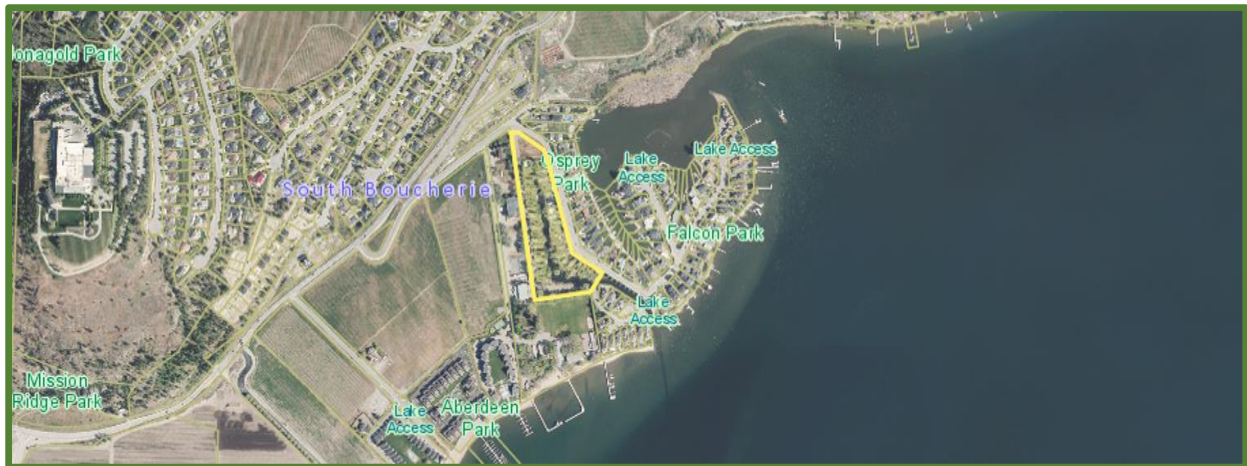
PROPERTY DETAILS			
Address	1375 Green Bay Road		
PID	026-034-867		
Folio	36412293.002		
Lot Size	6.25 Acres (25,297 m ²)		
Owner	Green Bay Landing Inc.	Agent	Dobson Engineering Ltd.
Current Zoning	RMP – Manufactured Home Park	Proposed Zoning	-

Current OCP	SFR – Single Family Residential	Proposed OCP	-
Current Use	Manufactured Home Park	Proposed Use	-
Development Permit Areas	Aquatic Ecosystem, Form & Character		
Hazards	Floodplain		
Agricultural Land Reserve	No		

ADJACENT ZONING & LAND USES

North	^	R1 – Single Detached Residential
East	>	R1 - Single Detached Residential; P1 – Parks (Osprey Park)
West	<	P2 - Institutional and Assembly (Green Bay Bible Camp)
South	v	P2 - Institutional and Assembly (Green Bay Bible Camp); RC4 - Compact Single Detached Residential Zone

NEIGHBOURHOOD MAP



PROPERTY MAP



Policy & Bylaw Review

Official Community Plan Bylaw No. 0100

The subject property has a future land use designation of Single Family Residential, intended to provide traditional single family housing opportunities and encourage more land efficient compact housing forms for families.

3.3.1 Residential Policies

12. Mobile home parks are recognized as an affordable housing form, and any proposed zoning amendment of existing mobile home parks will be considered in accordance with the Manufactured Home Park Redevelopment Policy, and in light of surrounding development, Land Use Designation and optimizing infrastructure provision.

The subject property falls within the City's Aquatic Ecosystem and Form & Character Development Permit Area's (DPA's). The proposed development is exempt from an Aquatic Development Permit (DP) as previously a mobile home occupied the site and the site has been assessed by a Qualified Environmental Professional who has provided a report which concludes that the proposed development would have no significant impacts on the aquatic environment. The proposed development is exempt from a Form & Character DP as the proposal is for a single dwelling unit.

Zoning Bylaw No. 0154

Section 3.24 of the Zoning Bylaw speaks to development located within floodplain areas. The underside of a floor system or top of any pad supporting any space or room that is used for dwelling purposes, business, or the storage of goods which are susceptible to damage by floodwater shall be located a minimum of 343.66 metres above Geodetic Survey of Canada (GSC) for a parcel abutting Okanagan Lake.

The property is within the RMP – Manufactured Home Park Zone, which permits manufactured or mobile home residential uses. The placement of the proposed mobile home must meet the RMP Zone's siting regulations. The Zoning Bylaw defines a mobile home as:

a manufactured home constructed to the CAN/CSA Z240 MH (Mobile Home) standard, capable of being moved from place to place and installed with skirting concealing the chassis and wheels of the home.

Technical Review

Planning Department

A Flood Hazard Assessment prepared by Dobson Engineering Ltd, dated October 19, 2020 has been submitted to support the Floodplain Exemption (Attachment 1). The assessment identifies that the most significant flood hazard is during high water in Okanagan Lake. The assessment provides that the risk from erosion along the canal banks is low, due to the existing bank protection works and that there is effectively no flow within the canal.

The assessment recommends that a new mobile home be setback a minimum 5.0 m from the bank of the Canal, and that the underside of the mobile home frame should meet or exceed the flood construction level of 343.66 m above GSC. A Flood Assurance Statement was provided that the mobile home can be safely placed on the site if the recommendations in the report are followed.

Based on the site plan provided, a 40.0 ft (12.2 m) mobile home could be placed on site #15A while meeting the required RMP Zone siting regulations and the recommended setback from the Flood Hazard Assessment from Green Bay Canal.

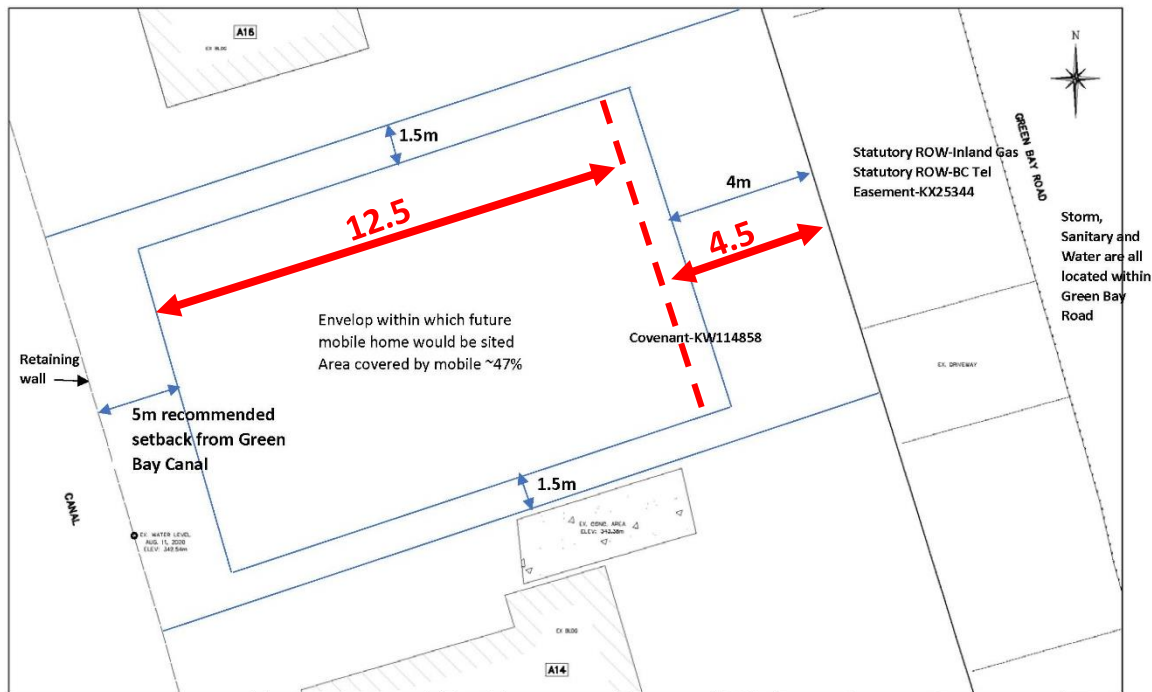


Figure 2 - Site Plan of Site #15A showing required setbacks

A covenant will be required to be registered to the title of the subject property containing an “indemnity” clause to protect the City from the financial consequences in the event of flood damage to the mobile home. It is advisable that the covenant is registered against the title of the subject property under S. 219 of the *Land Titles Act* specifying the conditions that would enable the land to be safely used for the use intended and granting indemnity to the City. This covenant will reference the Flood Hazard Assessment prepared by Dobson Engineering Ltd. and will essentially transfer the financial risk from potential flood damage to the property owner.

An Environmental Management Plan (EMP) prepared by Northland Environmental Ltd, dated November 2020, was submitted to address environmental monitoring and riparian protections during the mobile home placement (Attachment 2). The EMP indicates that due to the existing levels of disturbance of the site and the limits of the mobile home placement, that negative impacts to critical habitat are unlikely if mitigation measures are in place. The EMP recommends installation of a silt fence between the mobile home pad and the canal prior to commencing work, maintaining all equipment in a clean and good operating condition, and to engage an Environmental Monitor for the duration of the work.

Building Department

The proposed mobile home to be placed on the subject property must meet the CSA Z240 MH standard for factory built housing. A Geotechnical Engineer will be required to assess the pad/foundation of the proposed mobile home for soil bearing capacity. A review of the structural integrity of the existing retaining wall along Green Bay Canal to determine if the wall has bearing on integrity of the structural soil stability for the placement of the mobile home.

Local Government Act

The *Local Government Act* empowers local governments to exempt development from the requirements of a floodplain setback or flood construction elevation in relation to a specific parcel of land or a use, building or other structure on the parcel of land, if the local government considers it advisable. Decisions on floodplain exemptions should include consideration on the following:

- That the exemption is consistent with Provincial Flood Hazard Area Land Use Management Guidelines (Section 524(7)(a) of the *Local Government Act*); or
- The local government has received a report from a certified professional (in geotechnical engineering) that the land may be used safely for the use intended (Section 524(7)(b) of the *Local Government Act*).

Under this authority, local governments may also impose conditions considered necessary or advisable.

Provincial Flood Hazard Area Land Use Management Guidelines

The Province allows local governments the authority to grant flood hazard area land development exemptions if the exemptions are consistent with the provincial guidelines. The Guidelines are based on the policies and procedures established over the life of the provincial flood hazard management program and must be considered by local governments in making bylaws under Section 524 of the *Local Government Act* and address the following:

- Permit the local government to require engineering reports assessing flood hazards and require restrictive covenants;
- Provide guidance on whom is deemed to be a qualified professional (must have geotechnical expertise) to report on flooding hazards;
- Provide the scope of work required for flood hazard assessment reporting; and
- Stipulate acceptable parameters for conditions of hardship, which may warrant that a local government agrees to site-specific modifications to floodplain regulations. The hardship must be of a serious nature and cannot include economic circumstances or design and siting preferences.

DISCUSSION

The proposed use is permitted within, and meets the purpose of, the Manufactured Home Park Zone. Based on the site plan provided, a 40ft mobile home can be placed on site #15A while meeting the required RMP Zone siting regulations and the recommended setback from the Flood Hazard Assessment from Green Bay Canal. The assessment recommends a minimum setback of 5.0 m from Green Bay Canal, which would be a greater setback than existing mobile homes in the park are currently sited from the edge of the canal.

The impacts of placing a mobile home are significantly less than what would be required for traditional construction of a single detached dwelling and the Environmental Management Plan identifies that the site has already been heavily disturbed with low habitat value. There are not anticipated to be any significant negative impacts to the aquatic ecosystem if the recommendations in the plan are adhered to.

COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
July 14, 2020	THAT Council renew the Temporary Use Permit (TUP 18-05.01) to allow use of a recreational vehicle at 1375 Green Bay Road (Lot B, DL 434 & 523, ODYD, Plan KAP76165) on manufactured home site #15A for a period ending October 31, 2020, subject to the conditions outlined in the attached permit.	C184/20
June 11, 2019	THAT Council approve a temporary use permit (TUP 18-05) to allow a recreational vehicle on manufactured home site #15A at 1375 Green Bay Road for a period of one year subject to the conditions outlies in the attached permit (Attachment 1); and THAT Council deny the request to utilize the additional two manufactured home sites (#16B and #19B) for recreational vehicles.	C227/19

CONCLUSION

It is recommended that Council approve a floodplain exemption for manufactured home site #15A of 1375 Green Bay Road to allow the placement of a mobile home. Staff have worked with the applicant and support the floodplain exemption, based on the Flood Hazard Assessment and Environmental Management Plan provided. The mobile home will be placed to meet or exceed the Flood Construction Level (FCL) of 343.66 m GSC and a geotechnical engineer will be engaged at the time of Building Permit for the mobile home placement. In addition, a covenant will be registered to the title of the subject

property indemnifying the City in the event the mobile home is damaged due to a flood event.

Alternate Motion:

THAT Council deny the Floodplain Exemption (FEX 20-02) to S. 3.24 of Zoning Bylaw No. 0154 for manufactured home site #15A of Lot B, DL 434 & 523, ODYD Plan KAP76165 (1375 Green Bay Road).

REVIEWED BY

Brent Magnan, Planning Manager

Mark Koch, Director of Development Services

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No

Attachments:

1. Draft FEX 20-02
2. Flood Hazard Assessment, prepared by Dobson Engineering Ltd., dated October 19, 2020
3. Environmental Management Plan, prepared by Northland Environmental, dated November 2020



**CITY OF WEST KELOWNA
FLOODPLAIN EXEMPTION PERMIT
FEX 20-02**

TO: Green Bay Landing Inc., Inc.No. 686060
1080 Douglas Crescent
Vancouver BC, V6H 1V5

c/o Dobson Engineering Ltd.,
5087 Seon Crescent
Kelowna BC, V1W 5G8

1. This Permit is issued subject to compliance with all of the Bylaws of the City of West Kelowna applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Permit applies to and only to those lands within the City of West Kelowna described below, and any and all buildings, structures and other developments thereon:

Lot B, DL 434 & 523, ODYD Plan KAP76165 (1375 Green Bay Road)

3. This permit allows for the placement of a mobile home on manufactured home site #15A of the subject property. Specifically, this Floodplain Exemption Permit exempts the following:
 - Flood Plain Regulations contained in Section 3.24 of Zoning Bylaw No. 0154

4. Requirements in Relation to Floodplain

- a) Any mobile home placed on site #15A shall meet or exceed an Flood Construction Level of 343.66 m for the underside of the structure frame;
- b) The floodplain setback from the top of the bank of the Green Bay Canal can be relaxed to no less than 5.0 m; and
- c) The applicant will enter into an indemnity covenant in order to permit placement of a mobile home on the site; and
- d) Siting of the mobile home shall be in conformance with the Flood Hazard Assessment prepared by Dobson Engineering Ltd., dated October 19, 2020, attached as Schedule 'A'.

5. Protection of Riparian Area and Environmental Monitoring

- a) Silt fencing shall be installed between the mobile home plan pad and Green Bay Canal prior to commencing any work;
- b) All equipment must be clean, leak free and in good operating condition and there shall be no fuelling or equipment servicing on site;
- c) An environmental monitoring program will be undertaken by a qualified environmental

professional to ensure the prescribed environmental mitigation measures are adhered to for the duration of the work; and

- d) All construction activities shall be in conformance with the Environmental Management Plan prepared by Northland Environmental Ltd., dated November 200, attached as Schedule 'B'.
- 4. The land described herein shall be developed strictly in accordance with the terms and conditions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.
- 5. **This Permit is not a Building Permit.**

AUTHORIZING RESOLUTION NO. insert res. # PASSED BY THE MUNICIPAL COUNCIL on insert date

ISSUED ON insert date

Signed on insert date

City Clerk

/hr

Schedules:

- 'A' – Flood Hazard Assessment prepared by Dobson Engineering Ltd., dated October 19, 2020
- 'B' – Environmental Management Plan prepared by Northland Environmental Ltd., dated November 2020



Project: 20998

October 19, 2020

Green Bay Landing Inc.
3697 Green Bay Landing
West Kelowna, BC V4T 2B7

Attention: Ted Wenner

Re: Pad 15A - 1375 Green Bay Road, West Kelowna – Flood Hazard Assessment

This report has been prepared to address the requirements set out by the City of West Kelowna regarding the placement of a mobile home on Pad 15A at 1375 Green Bay Road and the requirements set out in the City of West Kelowna Bylaw 0154 regarding the Green Bay Canal. The legal description of the property is Lot B, Plan KAP76165, DL 523, ODYD. The location of the subject property is shown in Figure 1. The flood hazard assessment was required by the city since the former mobile home on the pad had been removed and Green Bay Landing Inc. proposes to rent the pad for another mobile home.

1. Scope of work

This report has been prepared to address the issue of the 15m floodplain setback and the flood construction level (FCL) requirements for mobile home Pad 15A with regards to the Green Bay Canal.

2. Bylaw 0154

The requirements set out in the City of West Kelowna Bylaw 0154 section 3.24 Floodplain Regulations require that;

3.24.1 The underside of any floor system, and the top of any pad supporting any space or room that is used for dwelling purposes, business, or the storage of goods which are susceptible to damage by floodwater, shall be above the following levels:

(a) 343.66m (1,127.5ft) above the Geodetic Survey of Canada datum for a parcel abutting Okanagan Lake, and

(b) 1.5m (4.9ft) above the natural boundary of any stream.

3.24.3 Any landfill placed to elevate a floor system or pad to achieve the levels specified in Section 3.24.1 shall be sited at least:

(a) 15.0m (49.2 ft) from the natural boundary of Okanagan Lake;

(c) 15.0m (49.2 ft) from the natural boundary of any stream.

The additional comments from the city in its communications with Green bay Landing Inc. are:

As we discussed, an application for a Floodplain Exemption would require a report from an engineer to provide a Flood Hazard Assessment and provide recommendations for the mobile home to meet the Flood Construction Levels. An indemnification save harmless covenant would be required to be registered on the property as a condition of the Floodplain Exemption if approved. In discussion with our Building Department, it was confirmed that requirements to meet the Flood Construction Level would be for the mobile home (underside of the floor system) not the top of the pad in this case.

3. Summary of Flood Hazards from the Green Bay Canal

The Green Bay Canal is a man-made watercourse connected to Okanagan Lake. The water levels in the canal are controlled by the level in the lake. The only natural inflow to the canal is the inflow from the lake. 1375 Green Bay Road is a mobile home park with 38 pads situated around the canal on both the east and west sides as indicated in Figure 1. The flood hazards are related to high water levels as a result of high lake levels, as were experienced in 2017 and 2018. Due to the nature of the lot and the canal, most, if not all of the mobile homes are set within 2-5m of the edge of the canal, not 15m from the natural boundary of the canal as the property configuration does not accommodate such a set back. It appears that when the canal was constructed in 1960s, the canal banks were protected by a wood retaining wall that still exists along the canal today, although the original wall is an aged structure. The wall, in conjunction with typically protected waters with little to no water movement, results in limited erosion of the canal banks.

4. Flood Hazard Assessment at Pad 15A

The site assessment of Pad 15A indicated that the former mobile home that was situated on the pad was set ~3m back from the top of the canal bank, based on the remaining concrete footings (Photo 1). The setback is generally consistent with other units located along the canal. The elevation of the underside of the previous mobile home is not known but, based on the flood assessments that I completed during the 2017 flood, I do not recall the unit flooding.



Photo 1 - Showing 3m setback from canal

To control water levels in the canal and to mitigate flooding in 2017 and 2018 the city installed sheet pile walls across the canal and a large pump downstream of the trailer park to control the water levels in the canal. This works underscores the requirement that the FCL for Pad 15A meet or exceed the required 343.66m elevation. Pilling and Associates completed a survey of the elevations at Pad 15A in August 2020 (Figure 2). The typical ground elevations are in the 343.2m range.

As indicated in Section 3, the high flood hazard is the water level that is controlled by the Okanagan Lake. The setback from the man-made canal is a low risk as there is very limited, slow water movement in the canal and it is not subject to wave action from the lake. The low risk of bank erosion is further supported by the fact that there has been no known significant erosion damage affecting this, or any other units along the canal.

The potential impacts of climate change on water levels in Okanagan Lake were considered in this assessment.

The OBWB released a report by Northwest Hydraulic Consultants regarding future water levels for Okanagan Lake and recommendations for revised FCLs. The results of this study are currently under review by local governments at this time. The recommended FCL of 343.66m in the bylaw is considered to be adequate at this time. Should the city decide to revise the FCL in its bylaw, the mobile home could be easily raised if necessary.

5. Conclusions

Based on my knowledge of flood issues along the Green Bay Canal and my site inspection of Pad 15A, the following has been concluded regarding the flood hazards:

- a) The most significant flood hazard at Pad 15A is from highwater levels during high water levels in Okanagan Lake, therefore the elevation of the underside of the mobile home floor system, i.e. the underside of the mobile home frame should meet or exceed the FCL of 343.66m.
- b) The risks from erosion along the canal banks are low due to the existing bank protection works and the fact that there is effectively no flow in the canal. Therefore, the setback from the top of the canal bank could be less than the 15m specified in the bylaw. The requested setback would allow for future maintenance of the retaining wall, should it be required.

6. Recommended Flood Construction Level and Floodplain Setback

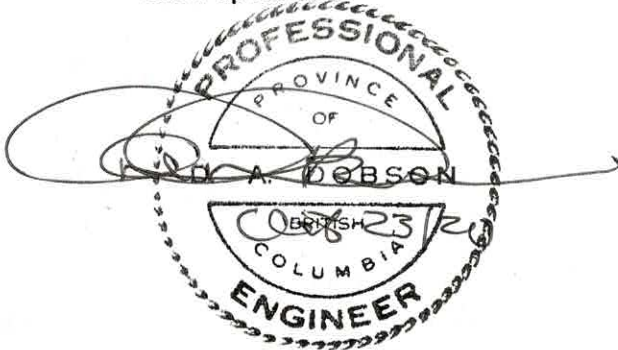
- a) Flood Construction Level – It is recommended that any mobile home placed on Pad 15A meet or exceed an FCL of 343.66m for the underside of the structure frame.
- b) Floodplain Setback – It is recommended that the floodplain setback from the top of the bank of the Green Bay Canal be relaxed to no less than 5m from the required 15m stated in Bylaw 0154.

7. Flood Assurance Statement

The professional practice guidelines *Legislated Flood Assessments in a Changing Climate in BC (2018)*, prepared by the Engineers and Geoscientists of BC, requires that a Flood Assurance Statement be completed as part of this assessment. A copy of the signed statement is provided in Appendix A.

8. Closure and Limitations

This report has been prepared exclusively for use by Green Bay Landing Inc. and the City of West Kelowna. The assessments were carried out in accordance with generally accepted practice. Professional judgment has been applied in the interpretations provided in this report. No other warranty is made, either expressed or implied. Please note that the flood hazard assessment is based on the conditions at the subject property at the time of the assessments. If conditions change, or if observed features are found to be different, please contact the undersigned for a follow up review.



Prepared by D.A. Dobson, PEng

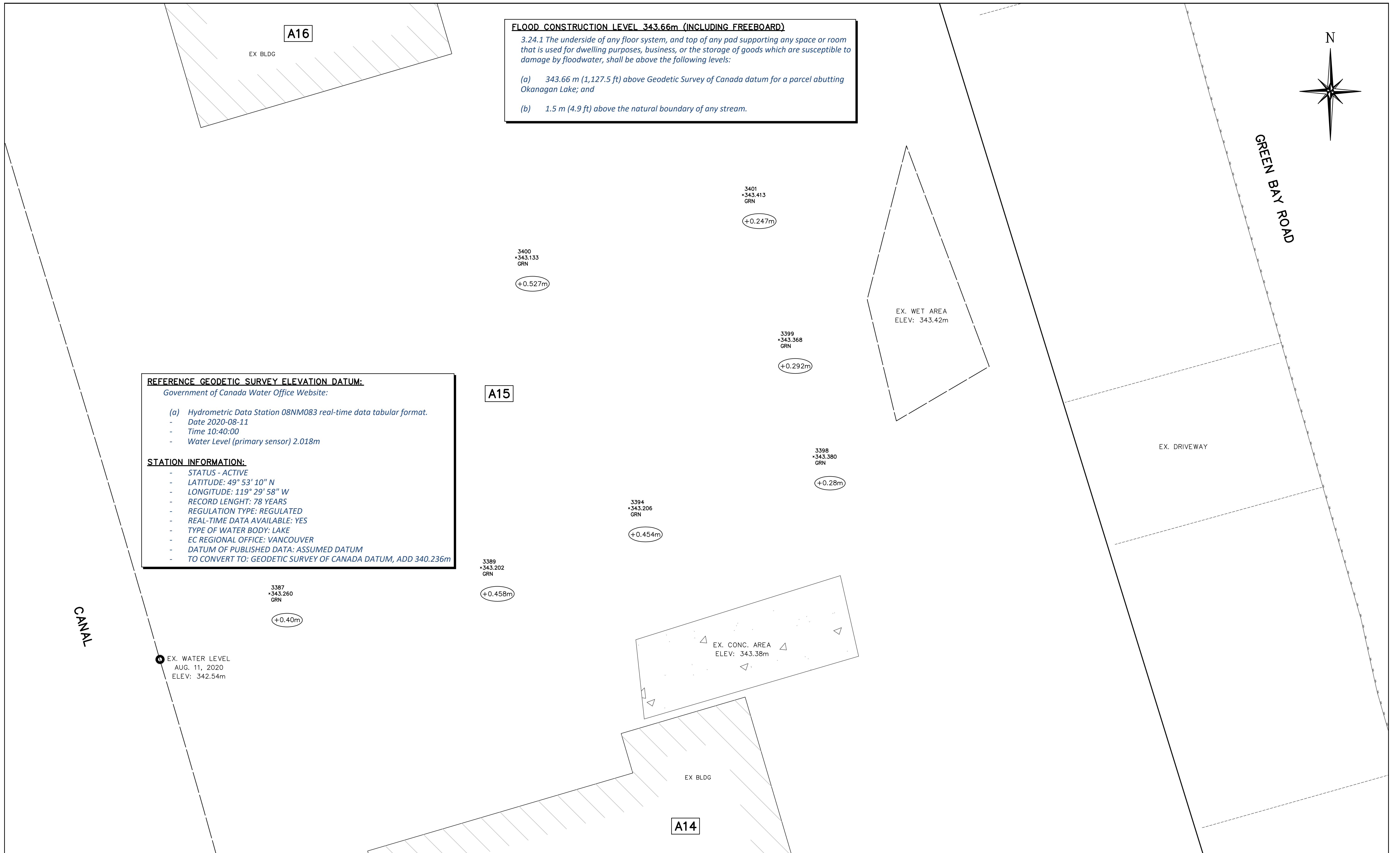


Jennifer Clarke

Reviewed by J. Clarke, PGeo



Figure 1 – 1375 Green Bay Road and Pad 15A



FLOOD CONSTRUCTION LEVEL 343.66m (INCLUDING FREEBOARD)
 3.24.1 The underside of any floor system, and top of any pad supporting any space or room that is used for dwelling purposes, business, or the storage of goods which are susceptible to damage by floodwater, shall be above the following levels:
 (a) 343.66 m (1,127.5 ft) above Geodetic Survey of Canada datum for a parcel abutting Okanagan Lake; and
 (b) 1.5 m (4.9 ft) above the natural boundary of any stream.

REFERENCE GEODETIC SURVEY ELEVATION DATUM:
 Government of Canada Water Office Website:
 (a) Hydrometric Data Station 08NM083 real-time data tabular format.
 - Date 2020-08-11
 - Time 10:40:00
 - Water Level (primary sensor) 2.018m

STATION INFORMATION:
 - STATUS - ACTIVE
 - LATITUDE: 49° 53' 10" N
 - LONGITUDE: 119° 29' 58" W
 - RECORD LENGTH: 78 YEARS
 - REGULATION TYPE: REGULATED
 - REAL-TIME DATA AVAILABLE: YES
 - TYPE OF WATER BODY: LAKE
 - EC REGIONAL OFFICE: VANCOUVER
 - DATUM OF PUBLISHED DATA: ASSUMED DATUM
 - TO CONVERT TO: GEODETIC SURVEY OF CANADA DATUM, ADD 340.236m

LEGEND	<ul style="list-style-type: none"> ☐ CAP ▣ CATCH BASIN ⊥ ELECTRICAL BOX ⊕ HYDRANT ⊗ VALVE ⊠ LAMP STANDARD 	<ul style="list-style-type: none"> ○ SAN# SANITARY MH (EXISTING OR FUTURE) ● SAN# SANITARY MH (PROPOSED) ○ STM# STORM MH (EXISTING OR FUTURE) ● STM# STORM MH (PROPOSED) ⊠ TRANSFORMER ⊠ UTILITY JUNCTION BOX
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No.	MM/DD/YY DATE	BY	REVISION	Chk'd	No.	MM/DD/YY DATE	BY	REVISION	Chk'd

DAVID K.Y. MORI, P.ENG.	DRAWN	K.W.
	DESIGN	P.A.C.E.
	APPROVED	D.K.Y.M.
	DATE	AUG. 20, 2020
	SCALE	1:50

<p>#200-540 Groves Avenue, Kelowna, B.C. V1Y 4Y7 Pk: 250.763.2315 Fx: 250.763.6559 E: reception@pilling.ca</p>	DRAWING NO.	1886-15A
	REV. NO.	0

GREEN BAY LANDING INC.

LOT PAD 15A SURVEY

Figure 2 - Ground elevations at Pad 15A
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Appendix A

EGBC Flood Guidelines Flood Assurance Statement

FLOOD ASSURANCE STATEMENT

Note: This statement is to be read and completed in conjunction with the current Engineers and Geoscientists BC *Professional Practice Guidelines – Legislated Flood Assessments in a Changing Climate in BC* ("the guidelines") and is to be provided for flood assessments for the purposes of the *Land Title Act*, *Community Charter*, or the *Local Government Act*. Defined terms are capitalized; see the Defined Terms section of the guidelines for definitions.

To: The Approving Authority
City of West Kelowna

2760 Cameron Road, West Kelowna, BC V1Z 2T6

Jurisdiction and address

Date: October 10, 2020

With reference to (CHECK ONE):

- Land Title Act* (Section 86) – Subdivision Approval
- Local Government Act* (Part 14, Division 7) – Development Permit
Community Charter (Section 56) – Building Permit
- Local Government Act* (Section 524) – Flood Plain Bylaw Variance
- Local Government Act* (Section 524) – Flood Plain Bylaw Exemption

For the following property ("the Property"):

Lot B, Plan KAP76165, DL 523, ODYD - Pad 15A

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a Qualified Professional and is a Professional Engineer or Professional Geoscientist who fulfils the education, training, and experience requirements as outlined in the guidelines.

I have signed, sealed, and dated, and thereby certified, the attached Flood Assessment Report on the Property in accordance with the guidelines. That report and this statement must be read in conjunction with each other. In preparing that Flood Assessment Report I have:

[CHECK TO THE LEFT OF APPLICABLE ITEMS]

- 1. Consulted with representatives of the following government organizations:
City of West Kelowna Planning Staff

- 2. Collected and reviewed appropriate background information
- 3. Reviewed the Proposed Development on the Property
- 4. Investigated the presence of Covenants on the Property, and reported any relevant information
- 5. Conducted field work on and, if required, beyond the Property
- 6. Reported on the results of the field work on and, if required, beyond the Property
- 7. Considered any changed conditions on and, if required, beyond the Property
- 8. For a Flood Hazard analysis I have:
 - 8.1 Reviewed and characterized, if appropriate, Flood Hazard that may affect the Property
 - 8.2 Estimated the Flood Hazard on the Property
 - 8.3 Considered (if appropriate) the effects of climate change and land use change
 - 8.4 Relied on a previous Flood Hazard Assessment (FHA) by others
 - 8.5 Identified any potential hazards that are not addressed by the Flood Assessment Report
- 9. For a Flood Risk analysis I have:
 - 9.1 Estimated the Flood Risk on the Property
 - 9.2 Identified existing and anticipated future Elements at Risk on and, if required, beyond the Property
 - 9.3 Estimated the Consequences to those Elements at Risk

FLOOD ASSURANCE STATEMENT

10. In order to mitigate the estimated Flood Hazard for the Property, the following approach is taken:

- 10.1 A standard-based approach
- 10.2 A Risk-based approach
- 10.3 The approach outlined in the guidelines, Appendix F: Flood Assessment Considerations for Development Approvals
- 10.4 No mitigation is required because the completed flood assessment determined that the site is not subject to a Flood Hazard

11. Where the Approving Authority has adopted a specific level of Flood Hazard or Flood Risk tolerance, I have:

- 11.1 Made a finding on the level of Flood Hazard or Flood Risk on the Property
- 11.2 Compared the level of Flood Hazard or Flood Risk tolerance adopted by the Approving Authority with my findings
- 11.3 Made recommendations to reduce the Flood Hazard or Flood Risk on the Property

12. Where the Approving Authority has not adopted a level of Flood Hazard or Flood Risk tolerance, I have:

- 12.1 Described the method of Flood Hazard analysis or Flood Risk analysis used
- 12.2 Referred to an appropriate and identified provincial or national guideline for level of Flood Hazard or Flood Risk
- 12.3 Made a finding on the level of Flood Hazard or Flood Risk tolerance on the Property
- 12.4 Compared the guidelines with the findings of my flood assessment
- 12.5 Made recommendations to reduce the Flood Hazard or Flood Risk

- 13. Considered the potential for transfer of Flood Risk and the potential impacts to adjacent properties
- 14. Reported on the requirements for implementation of the mitigation recommendations, including the need for subsequent professional certifications and future inspections.

Based on my comparison between:

[CHECK ONE]

- The findings from the flood assessment and the adopted level of Flood Hazard or Flood Risk tolerance (item 11.2 above)
- The findings from the flood assessment and the appropriate and identified provincial or national guideline for level of Flood Hazard or Flood Risk tolerance (item 12.4 above)

I hereby give my assurance that, based on the conditions contained in the attached Flood Assessment Report:

[CHECK ONE]

- For subdivision approval, as required by the *Land Title Act* (Section 86), "that the land may be used safely for the use intended":
 - [CHECK ONE]
 - With one or more recommended registered Covenants.
 - Without any registered Covenant.
- For a development permit, as required by the *Local Government Act* (Part 14, Division 7), my Flood Assessment Report will "assist the local government in determining what conditions or requirements it will impose under subsection (2) of this section [Section 491 (4)]".
- For a building permit, as required by the *Community Charter* (Section 56), "the land may be used safely for the use intended":
 - [CHECK ONE]
 - With one or more recommended registered Covenants.
 - Without any registered Covenant.
- For flood plain bylaw variance, as required by the *Flood Hazard Area Land Use Management Guidelines* and the *Amendment Section 3.5 and 3.6* associated with the *Local Government Act* (Section 524), "the development may occur safely".
- For flood plain bylaw exemption, as required by the *Local Government Act* (Section 524), "the land may be used safely for the use intended".


FLOOD ASSURANCE STATEMENT

I certify that I am a Qualified Professional as defined below.

October 10, 2020
Date

Dobson Engineering Ltd.
Prepared by

Don Dobson, PEng
Name (print)


Signature

5087 Seon Crescent
Address
Kelowna, BC V1W 5G8

250-878-4502
Telephone

ddobson@dobsoneng.com
Email

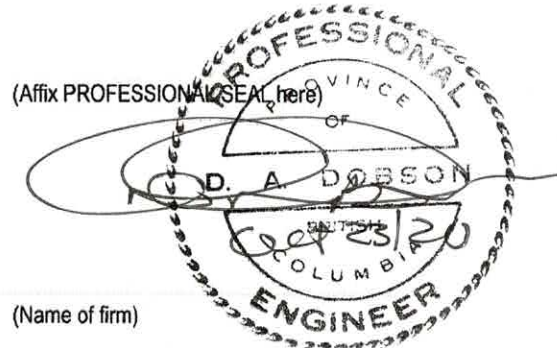
If the Qualified Professional is a member of a firm, complete the following:

I am a member of the firm Dobson Engineering Ltd.
and I sign this letter on behalf of the firm.

Clarke Geoscience Ltd.
Reviewed by

Jennifer Clarke, PGeo
Name (print)


Signature





Green Bay Landing Inc.

PAD 15A – 1375 GREEN BAY ROAD, WEST KELOWNA

Environmental Management Plan

Prepared for:
 Dobson Engineering Ltd.



This report is prepared for the sole use of the Dobson Engineering Ltd. No representations of any kind are made by Northland Environmental Ltd. or its employees to any party with whom Northland Environmental Ltd. does not have a contract. Copyright 2020.

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FIGURES

Figure 1.1 Location Map - Pad 15A – 1375 Green Bay Road Location Map

1.0 INTRODUCTION

Dobson Engineering Ltd. engaged Northland Environmental Ltd. (Northland Environmental) to provide environmental assessment and monitoring services for the proposed placement of a mobile home on Pad 15A – 1375 Green Bay Road, West Kelowna. The Pad 15A property is situated along Green Bay Canal within a mobile home park (**Figure 1.1**). Northland Environmental (Graeme Hayward) completed a field review on November 6th, 2020, to gain a better understanding of the site conditions and to assess the potential environmental effects of the proposed placement of the mobile home.

1.1 Project Background

The Pad 15A – 1375 Green Bay Road property (subject property) is situated along Green Bay Canal approximately 330 m from Okanagan Lake. The subject property is disturbed and has low habitat value as a result of the development of the mobile home park and current land uses. The property is currently vacant and was previously occupied by a mobile home. The water level in the canal is controlled by the level of the lake. The wood retaining wall from the original construction of the canal remains in place.

Dobson Engineering (2020) undertook a floodplain hazard assessment to address the requirements set out by the City of West Kelowna Bylaw 0154 regarding the Green Bay Canal. The assessment addressed the 15 m floodplain setback and the flood construction level requirements for mobile home pad 15A. The assessment concluded that high water levels in the canal are a flood hazard during high water events on Okanagan Lake. In addition, the risk of erosion along the canal banks is low due to the existing bank protection works and the fact that there is effectively no flow in the canal. Recommendations from the flood hazard assessment include:

- Any mobile home placed on Pad 15A meet or exceed a flood construction level of 343.66 m (asl) for the underside of the structure frame; and,
- The floodplain setback from the top of the bank of the canal be relaxed to no less than 5 m from the 15 m setback stipulated in the City of West Kelowna Bylaw 0154.

The proposed placement of the mobile home on Pad 15A will be completed in the dry with a silt fence installed between the worksite and the canal. Disturbance to vegetation will be minimized and site restoration (if required) will be conducted under the direction of a Qualified Environmental Professional (QEP).

1.2 Purpose of the Environmental Management Plan

This Environmental Management Plan (EMP) has been prepared to minimize the potential for adverse environmental effects from the proposed placement of the mobile home on Pad 15A – 1375 Green Bay Road. The EMP incorporates best management practices and site-specific mitigation measures. A qualified Environmental Monitor will undertake monitoring and provide direction during the implementation of the mitigation measures and execution of the works.

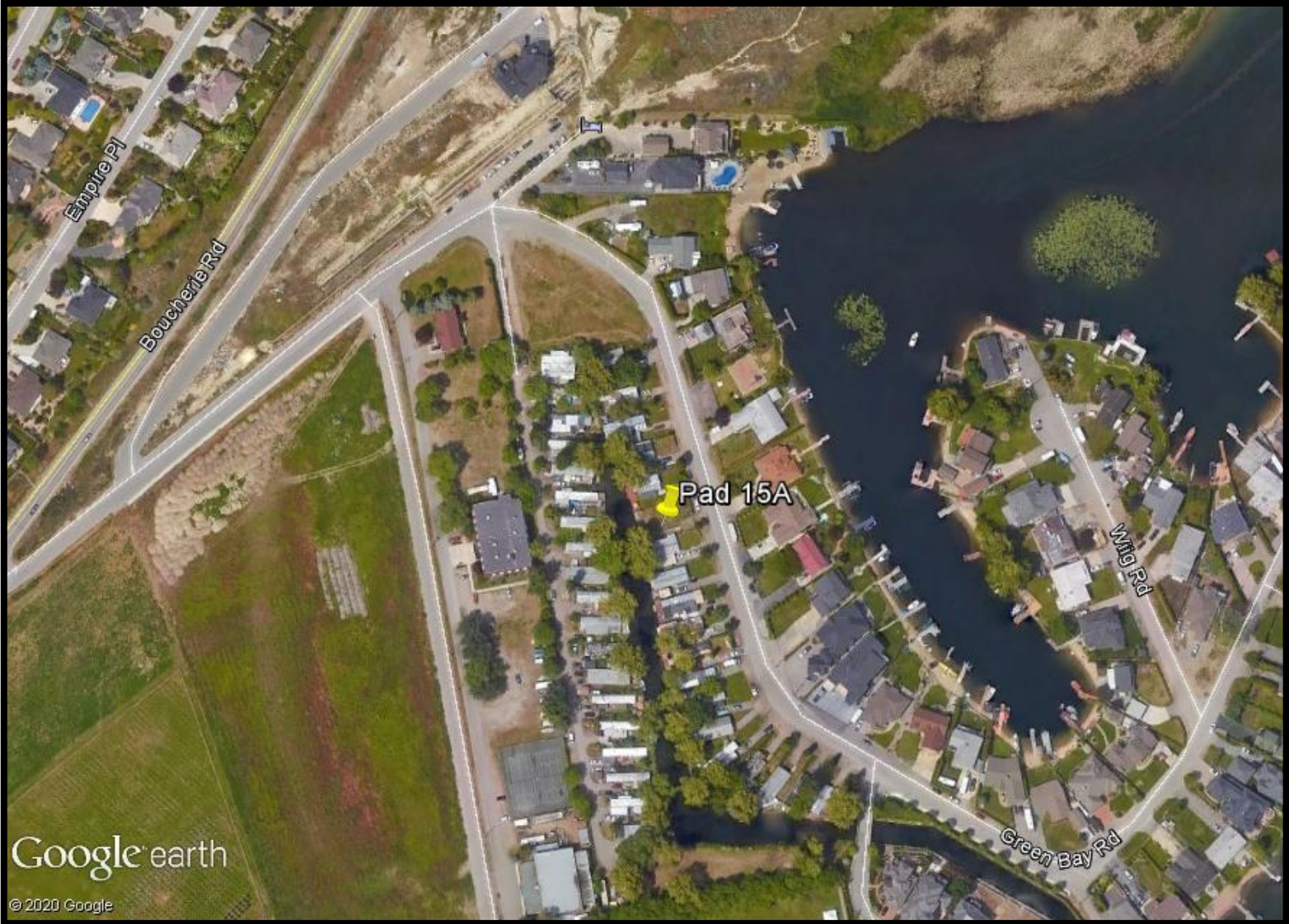


Figure 1.1 – Pad 15A – 1375 Green Bay Road Location Map; 49.835247°, -119.574726° (Source: Google Earth, 2020)

2.0 ENVIRONMENTAL DESCRIPTION

The Pad 15A property is situated within a low elevation habitat inside the Okanagan Very Dry Hot (xh) subzone, of the Ponderosa Pine (PP) biogeoclimatic zone. The subject property is disturbed and has low habitat value as a result of the development of the mobile home park and current land uses. The property is vacant and was previously occupied by a mobile home. The canal along the west side of the subject property connects directly to Okanagan Lake. As such, the water level in the canal is controlled by the level of the lake. The wood retaining wall from the original construction of the canal remains in place.

2.1 Wildlife and Wildlife Habitats

The PPxh zone is characterized by a warm, dry climatic regime with a relatively long growing season in which moisture deficits are common in the Okanagan Valley. Historically, frequent stand-maintaining fires shaped the ecosystems of this zone. In upland areas, the vegetation is characterized by open ponderosa pine and Douglas-fir forests and a bunchgrass dominated understory. In low-lying riparian areas, climax vegetation generally consists of Interior Douglas-fir, water birch and Douglas maple with a well-developed shrub and herb layer. Aquatic and riparian areas within the PPxh zone provide habitat to various wildlife species including a number of sensitive species such as tiger salamander, Great Basin spadefoot toad, painted turtle, Western bluebird, Western grebe, yellow-breasted chat, great blue heron, harvest mouse, spotted bat, Western small-footed myotis, Western long-eared myotis and fringed myotis.

The habitat comprising the Pad 15A property has been significantly impacted by development. A rare occurrence search of the BC Ministry of Environment's Conservation Data Centre (CDC) revealed no sensitive species occurrence records or sensitive ecological community occurrence records overlapping the subject property. The closest sensitive species occurrence record (103967) is located approximately 200 m northeast of the subject property. This record is for painted turtle - Intermountain - Rocky Mountain population (BC Blue-listed; SARA Schedule 1 – Special Concern). The occurrence site is described as a beach within Green Bay.

One (1) masked-sensitive species occurrence record and three (3) critical habitat polygons under the Species at Risk Act (SARA) overlap the subject property; “final” critical habitat “grid squares” for the Western rattlesnake (BC Blue-listed; SARA Schedule 1 – Threatened), Great Basin gopher snake (BC Blue-listed; SARA Schedule 1 - Threatened) and desert night snake (BC Red-listed; SARA Schedule 1 - Endangered). However, not all of the area within these “grid square” boundaries is necessarily critical habitat. A review of the Final Recovery Strategy for the three snake species revealed that only the Western rattlesnake and Great Basin gopher snake are distributed within West Kelowna. Critical habitat for these snakes includes rock outcrops, talus slopes, shrub–steppe, grassland, riparian, and open ponderosa pine and Douglas fir forest habitats, which they require for various life functions (foraging, migration, mating, basking, shedding, hibernating). Appropriate environmental mitigation measures will be implemented to minimize the potential for adverse impacts to sensitive species and habitats.

2.2 Fish and Fish Habitat

The subject property adjoins the Green Bay Canal, which connects to Okanagan Lake approximately 330 m to the southeast. The canal is generally comprised of fine silt and sand and contains a high amount of emergent and submergent vegetation. The habitats associated with the canal provide a food source and rearing areas for fish and other aquatic species. The BC Ministry of Environment Habitat Wizard website describes Okanagan Lake as encompassing a total area of 351 km² with a mean depth of 75 m and maximum depth of 242 m. Okanagan Lake provides habitat to several fish species including burbot, mountain whitefish, brook trout, Northern pikeminnow, carp, peamouth chub, chiselmouth, prickly sculpin, cutthroat trout, pumpkinseed, dace (general), pygmy whitefish, kokanee, rainbow trout, lake trout, redbreast shiner, lake whitefish, slimy sculpin, largescale sucker, sucker (general), leopard dace, whitefish (general), longnose dace, yellow perch, and longnose sucker.

3.0 REGULATORY FRAMEWORK AND BEST PRACTICES

3.1 Legislation and Regulations

Environmental legislation and regulations applicable to this project include:

- BC Water Sustainability Act;
- BC Riparian Areas Protection Regulation (RAPR);
- BC Wildlife Act;
- Fisheries Act;
- Migratory Birds Convention Act; and,
- Species at Risk Act.

3.2 Best Management Practices

The BMPs recommended in this EMP are consistent with the following guidelines:

- A Field Guide to Fuel Handling Transportation & Storage (MWLAP, 2002);
- Best Management Practices for Bats in British Columbia (MWLAP, 2016);
- Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia (MOE, 2014);
- Erosion and Sediment Control Best Management Practices (ESCA BC, 2014);
- Guidelines for Amphibian and Reptile Conservation during Urban and Rural Land Development in British Columbia (Caskey et al., 2014);
- Guidelines Raptor Conservation during Urban and Rural Land Development in British Columbia (Caskey and Chutter, 2013); and,
- Measures to Avoid Causing Harm to Fish and Fish Habitat (DFO, 2013).

4.0 ENVIRONMENTAL IMPACTS

As part of the development of this EMP, the proposed placement of the mobile home on Pad 15A was assessed to help determine potential environmental effects and identify appropriate environmental mitigation measures. This assessment included a field review and desktop research. Based on the review of the proposed work and environmental constraints, potential environmental effects identified for the project include erosion and contamination of soils, disturbance to wildlife habitat, reduction in surface water quality, and disruption of fish habitat. With the implementation of the EMP and relevant best practices, significant adverse environmental effects can be avoided.

5.0 ENVIRONMENTAL MITIGATION

The following section includes work practices and mitigation measures that will be implemented to minimize the potential for adverse effects from the proposed placement of the mobile home on Pad 15A. Environmental monitoring will be undertaken to ensure that the prescribed environmental mitigation measures are adhered to for the duration of the work.

5.1 Sensitive Species and Habitats

Based on the existing level of disturbance, and the limits of the mobile home placement, impacts to critical habitat, and the productive capacity of fish habitat are unlikely with the implementation of the following mitigation measures:

- The works shall be conducted in a manner that minimizes the disturbance to soil and the surrounding riparian and terrestrial habitats;
- Active nest surveys are to be completed by a qualified professional prior to commencing any disturbance to vegetation during the regional nesting period between April 1st and August 15th (February 1st to August 15th if raptors or herons are present);
- All reasonable efforts shall be made to avoid any negative impacts to the aquatic and riparian ecosystems; and,
- The proposed works must not be composed of materials harmful to the aquatic environment.

5.2 Erosion and Sediment Control

- Install silt fence between the mobile home pad and the canal prior to commencing any work;
- Maintain a 5 m setback between the mobile home and the top of bank of the canal, as specified by Dobson Engineering (2020);
- Ensure that the mobile home placed on Pad 15A meets or exceeds the flood construction level of 343.66 m for the underside of the structure frame, as specified by Dobson Engineering (2020);
- Minimize disturbance to soils and vegetation outside the mobile home footprint;
- Inspect erosion and sediment control measures regularly and after every major rain; undertake necessary repairs immediately after damage has been discovered; and,

- Re-stabilize and re-vegetate disturbed areas outside of the construction footprint with native plant materials as soon as the weather permits following completion of the works, as directed by the Environmental Monitor.

5.3 Fuel Storage and Handling

- All equipment must be clean, leak free and in good operating condition prior to mobilization to the site; and,
- There shall be no fuelling or equipment servicing on site. Any unforeseen contaminated materials discovered on site shall be disposed of through an approved agent or facility.

5.4 Environmental Monitoring

Environmental monitoring program will be undertaken by a qualified professional to help ensure that the prescribed environmental mitigation measures are adhered to for the duration of the work. An experienced Qualified Environmental Monitor will inspect, evaluate, and report on the effectiveness of work practices and mitigation measures and recommend and oversee improvements as necessary. The Environmental Monitor will evaluate the compliance of the Contractor with specified work practices and procedures to avoid and/or minimize environmental impacts.

The Environmental Monitor will have the authority to stop work if there is potential for harm to the environment and/or the activity is not in compliance with the regulatory requirements, and/or the EMP. As required, the Environmental Monitor will provide advice to the Contractor concerning incident response, remediation procedures and methods to resolve non-conformances. The Contractor will be obligated to inform the Environmental Monitor of any incidents and near misses that occur while the Environmental Monitor is not on site. In the event of an emergency, the Environmental Monitor will be available at all hours and dates throughout the duration of the work. The Environmental Monitor is responsible for maintaining documentation and records of all relevant information.

6.0 CLOSURE

I trust that the proposed placement of the mobile home on Pad 15A will be undertaken in accordance with this EMP and all other relevant regulations and guidelines. Please contact the undersigned if you have any questions or require further information.

Sincerely,

NORTHLAND ENVIRONMENTAL LTD.

Graeme Hayward, MNRM, PAg, EP, CESA
Graeme@northlandenvironmental.ca



7.0 REFERENCES

BC Conservation Data Centre (2020). CDC Internet Mapping Service. Available: <http://www.env.gov.bc.ca/cdc/>. Accessed November 05, 2020.

BC Ministry of Agriculture and Lands. 2018. Integrated Land and Resource Registry. Available: <https://apps.gov.bc.ca/apps/ilrr/html/ILRRWelcome.html>. Accessed November 05, 2020.

BC Ministry of Forests, Lands and Natural Resource Operations. 2020. BC Habitat Wizard. Available: <http://www.env.gov.bc.ca/habwiz/>. Accessed November 05, 2020.

iMap BC. 2020. Internet Mapping Service. Available: <https://maps.gov.bc.ca/ess/hm/imap4m/>. Accessed November 05, 2020.



INFORMATION ONLY COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Nilton Praticante, Engineering Supervisor

Subject: **Road DCC and Pedestrian Improvements Plan Recommended Projects List**

EXECUTIVE SUMMARY

An update to the City's Road Development Cost Charges (DCC) Program and Pedestrian Improvement Program was provided to City Council on November 17th, 2020. Taking into account recent data presented during the meeting, in addition to feedback from Council, updated project lists have been provided for Council's consideration and support in continuing to guide the City's future transportation investments and capital expenditures as part of the 10-year capital plan.

BACKGROUND

PEDESTRIAN IMPROVEMENT PROGRAM

Continuing Council's mandate to prioritize pedestrian and bicycle infrastructure within close proximity to schools throughout the community, the Pedestrian Improvements Program project list remains unchanged:

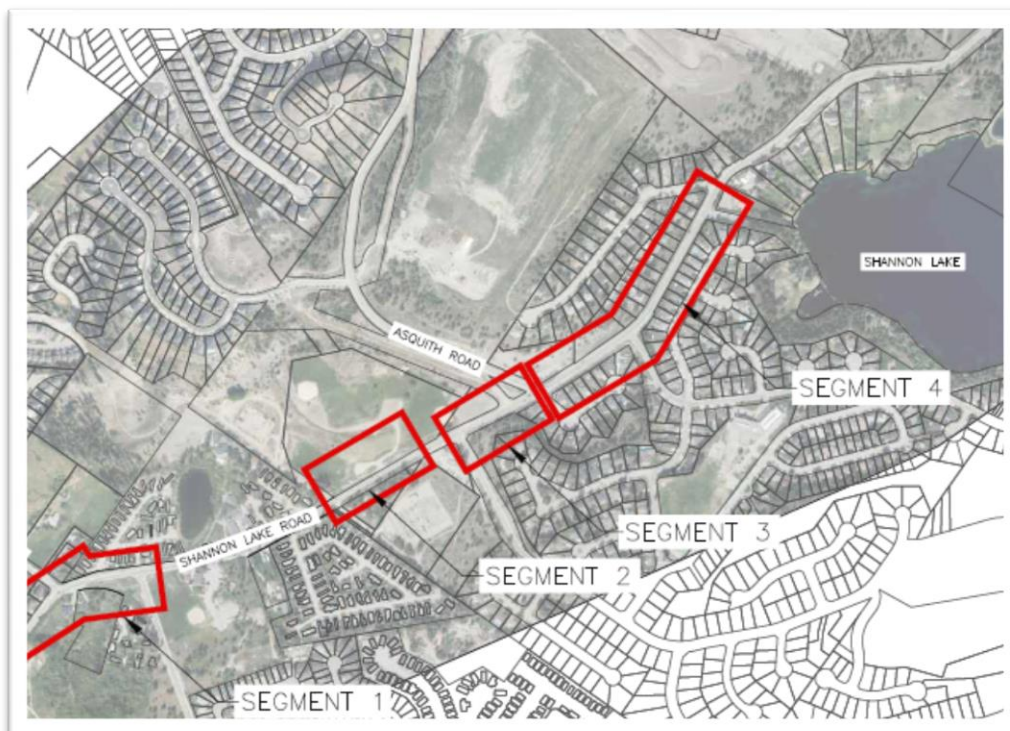
Table 1 – Pedestrian Improvement Program - Project Priority List

PEDESTRIAN IMPROVEMENT PROGRAM (Updated November 27, 2020)						
Street Name	From	To	Length (meters)	Estimated Value	Anticipated Completion	Nearest School/Amenity
Mclver Road	Glenrosa Road	Mctaggart	665	\$760,000	2021	Glenrosa Middle
Westlake Road	Existing Sidewalk	Parkinson Road	371	\$780,000	2021	Rose Valley Elementary
Old Okanagan HWY	Dobbin Road	Existing Sidewalk	364	\$770,000	2022	Johnson Bentley Aquatic Centre
Horizon Drive Phase 1	Olympus Way	Aurora Heights	332	\$700,000	2023	Rose Valley Elementary
Horizon Drive Phase 2	Aurora Heights	Covington Crescent	563	\$1,180,000	2023	Rose Valley Elementary
Horizon Drive Phase 3	Covington Crescent	Existing Sidewalk	211	\$450,000	2023	Rose Valley Elementary
Bartley Road	Pike Road	Ross Road	226	\$470,000	2024	Mt. Boucherie
Webber Road	Malcolm Road	Gorman Road	361	\$760,000	2025	Glenrosa Elementary
Shannon Ridge Drive	Shannon Lake Road	Shannon Place	156	\$330,000	2026	Shannon Lake Elementary
Brentwood Road	Ponderosa Court	Alhambra Drive	205	\$430,000	2026	Hudson Rd Elementary
Brentwood Road	Ross Road	Ponderosa Court	388	\$810,000	2027	Hudson Rd Elementary / Mt. Bou.
Gates Road	Glenrosa Road	Helen Gorman Elem.	720	\$1,510,000	2028	Helen Gorman Elementary
Shannon Way	Woodstock Dr.	Hihannaah Dr	389	\$816,900	2029	Shannon Lake Elementary
Webber Road	McRae Road	McBain Road	287	\$600,000	2030	Glenrosa Elementary

Continuing with Council's committed budget of \$1,200,000 per year will allow for accommodation of escalating construction costs, project scope increases and ultimately maintaining the project schedule shown in Table 1.

In an effort to further accelerate construction of pedestrian and bicycle infrastructure throughout the City, staff have recently submitted an application to the Investing in Canada Infrastructure Program (ICIP) seeking additional funding. The application highlights the Shannon Lake Active Transportation Corridor Plan with infrastructure improvements along Old Okanagan Highway, Shannon Lake Road and Stevens Road. Should the application be successful, an additional \$2,461,000 will be applied to completing Phase 1 of the Shannon Lake Active Transportation Corridor in 2021.

Fig. 1 – Shannon Lake Active Transportation Corridor



In addition to the Pedestrian Improvement Program and the ICIP application, staff are currently exploring internal opportunities and funding strategies to further advance pedestrian and bicycle infrastructure throughout the Community. Should Council support these new approaches, intentions would be to focus on completing additional segments along Shannon Lake Road; and other areas throughout the community, in an effort to provide a continuous connection, and to improve safety and accessibility along the corridor.

ROAD DCC PROGRAM

To provide additional clarity on the City’s Road DCC Program, DCC funded roads place a focus on prioritizing improvements to the arterial road network throughout the City. With arterial roads previously constructed to a rural standard, there is a necessity to improve safety, intersection flow, and pedestrian and cycling demands along these corridors due to the high volume and anticipated future growth. The statistics and analysis provided within the City’s Transportation Master Plan contributed to the decision criteria with Council ultimately adopting 20-year Road DCC Program on June 28th 2016.

Taking into consideration Council’s feedback during the Committee of the Whole Meeting on November 17th, 2020, in concurrence with the recent safety data, development projections and latent demand statistics identified in Allnorth’s Memorandum, an updated Road DCC project priority list has been provided below:

Table 2 – Road DCC Program - Project Priority List

ROAD DCC PROGRAM (Updated Nov 30, 2020)				
Street Name	From	To	Estimated Value	Anticipated Completion
Gellatly Rd (Partial: Carrington, Storm, Temp. Path)	Hwy 97	Carrington Road	\$2.5M - \$3.0M	2021
Stevens Rd/Shannon Lake Rd/Bartley Rd Intersection	Shannon Lake Road	Stevens Road	\$2.5M - \$3.0M	2021
Butt Rd/Old OK Hwy Intersection	Butt Road	Old OK Hwy	\$1.0M - \$1.5M	2022
Shannon Lake Rd	IR #9	Asquith Road	\$1.7M - \$2.7M	2022
Elliott Road	Smith Creek Road	Reece Road	\$4.0M - \$5.0M	2024
Gellatly Rd (Boucherie Int., frontage, Multi-use Path)	Boucherie Road	Gellatly Road	\$2.5M - \$3.0M	2025
Boucherie Road (Wine Trail Phase IV)	Ogden Road	Sunnyside Road	\$6.5M - \$8.5M	2027

To further accelerate the program and remediate problematic areas throughout the community, staff have explored an option to divide the Gellatly project into two parts allowing for immediate funding to be applied to various other projects shown above.

As previously mentioned, road segments are funded from Development Cost Charges at a rate of 60.6% for rural arterial sections, 72.2% for urban arterials, and 73.9% for Wine Trail segments. Intersection improvements required to accommodate growth are funded from road DCC’s at 80%.

Utilizing the current funds of \$8,645,092.85 held within the DCC account, in combination with continuing to collect average DCC contributions of \$1,504,715 per year going forward, sufficient funds will be in place to maintain the project schedule identified in Table 2, with an expected shortfall anticipated for the Boucherie project in 2027.

To further advance the program, alternative funding strategies, including short-term borrowing, will be discussed at a collaborative meeting between staff in the very near future. Any changes to the existing strategies must be supported by Council prior to proceeding.

COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
Sep 30, 2015	Strategic Implementation Plan: THAT Council support \$600,000/year for 5 years for the Roads-Pedestrian Plan	C342/15
Feb 9, 2016	THAT the City of West Kelowna Pedestrian and Bicycle Infrastructure Plan, dated January 15, 2016, be adopted. CARRIED; Councillor Zanon opposed	C106/16
Feb 9, 2016	THAT Council direct staff to complete the detailed design and construction of the recommended 2016 pedestrian improvements listed in "Table 1 – Core Pedestrian Improvements with Streetlight Installations". CARRIED UNANIMOUSLY	C107/16
Jun 28, 2016	THAT Council adopt City of West Kelowna Development Cost Charge Bylaw No. 190, 2015; THAT Council approve the amended Development Cost Charge (DCC) Policy.	C250/16
Jan 24, 2017	THAT Council direct staff to select pedestrian improvement projects based on Appendix B – 10 Year Pedestrian Priority Summary. QUESTION ON THE MAIN MOTION AS AMENDED CARRIED Opposed: Councillor Ophus	C136/17

REVIEWED BY

Rob Hillis, Engineering Manager

Allen Fillion, Director of Engineering and Public Works

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Jordan Finkel, Engineering Technologist I

File No: 5330-20-51

Subject: **Sunnyside and West Kelowna Estates Transmission Mains – Design Services Award**

RECOMMENDATION

THAT Council authorize the Mayor and Corporate Officer to execute an agreement with WSP Canada Inc. for consulting services for the design of the Sunnyside and West Kelowna Estates Transmission Mains in the amount of One Hundred Forty Six Thousand, Nine Hundred and Eleven dollars (\$146,911).

STRATEGIC AREA(S) OF FOCUS

Strategic Priority, Invest in Infrastructure - Rose Valley Water Treatment Plant Transmission Main Interconnection.

BACKGROUND

Upon completion of the Rose Valley Water Treatment Plant in 2022, the Rose Valley Water System will expand and consolidate two other existing water service areas: Sunnyside/Pritchard and West Kelowna Estates. In preparation of this future interconnection, additional pipe and associated infrastructure will need to be designed. This work will include the preliminary design, detailed design and tender preparation services.

The City of West Kelowna Purchasing Policy requires open competition and a best value procurement process, with the requirement of Council approval if the contract value exceeds \$250,000. The total value including the optional Contract Administration would exceed this amount, and hence we are requesting Council approval. The City received seven (7) proposals as part of a competitive RFP process, and staff conducted four independent detailed evaluations of each proposal. These evaluations considered the following criteria: consultant's experience with similar projects, proposed methodology and approach, resource allocation, exceptions to the contract and pricing. The proposal reviews and scoring resulted in WSP receiving the highest overall ranking.

A summary of the scoring sheet is shown below in Table 1. Please note that the estimated prices used for the scoring includes optional construction services fees that were included with the RFP, but are not part of this motion. These optional fees will be awarded in accordance with the Purchasing Policy pending Council approval of the construction budget.

Since pricing is only a portion of the overall score, the proposals that scored well on the pricing category but scored lower on the technical categories resulted in a lower overall score. Based on experiences with previous capital projects, proposals that do not score as well in the technical categories or that show a lesser understanding of the project could lead to scope changes and increased costs to the City as the project progresses, and can negatively impact the quality of the finished product.

Table 1: Scoring and Pricing summary

Summary - Overall Scoring & Pricing				
Proponent	Average Score	Est. Price (Design Only)	Contract Admin. (Optional)	Est. Price (Total)
WSP	88.1	\$146,911	\$130,164	\$277,075
Ecora	58.5	\$232,170	\$210,135	\$442,305
Onsite	80.0	\$108,815	\$71,510	\$180,325
AECOM	77.7	\$310,060	\$233,135	\$543,195
Associated Eng.	82.1	\$118,040	\$66,234	\$184,274
Stantec	76.4	\$165,575	\$85,326	\$250,901
D.E. Pilling	73.3	\$121,760	\$67,480	\$189,240
Average	76.6	\$171,904	\$123,426	\$295,331

The WSP proposal provides a strong work plan that identifies potential challenges and possible solutions as well as adequately addresses the project requirements in a logical manner. The WSP proposal scored highest in the methodology category and provides a clear understanding and approach that outlines methods to resolve key issues as efficiently as possible. Staff believes that this level of detail will reduce the possibility of additional and unforeseen costs. By awarding this project to WSP, the City will receive the best value for consulting services for the projects.

FINANCIAL IMPLICATIONS

Council has approved funding in the 2020 budget in the amount of \$200,000 for the design.

Alternate Motion:

THAT Council direct Staff to cancel the Request for Proposals.

This would require further direction from Council with direction on how to proceed on these projects.

REVIEWED BY

Rob Hillis, Engineering Manager

Allen Fillion, Director of Engineering/Public Works

Mike Ummenhofer, Purchasing Manager

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

Warren Everton, Director of Finance/CFO

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Erin Goodwin, Facilities and Recreation Manager

Subject: **Mt Boucherie Ammonia Chiller Replacement – Early Approval**

RECOMMENDATION

THAT Council consider and resolve to authorize early approval for the 2021 Capital Budget request of \$450,000 for the Mt. Boucherie Ammonia Chiller Replacement project; and

THAT Council direct staff to release a request for quote for the project; and

THAT Council direct staff to bring forward a staff report in January, 2021 with the RFQ results.

REASONING

Due to the need to order equipment approximately 12 weeks ahead of installation, early approval is being requested for Council's consideration. To minimize the impact to ice users and lost revenues, staff is recommending the work be completed between May 17, 2021 – July 24, 2021.

Early Council budget approval and RFQ release is recommended to ensure that project construction can start by May 17, 2021 and be completed by July 24, 2021. If Council grants early approval, staff will bring forward a staff report in January, 2021 with the RFQ results, for Council's consideration.

BACKGROUND

In 2018, the Fernie BC ice rink had a catastrophic failure of its ammonia chiller which resulted in the death of three people. In response to this tragedy, Technical Safety BC (TSBC) mandated that all chillers be tested for possible deterioration and a replacement strategy for all chillers reaching the end of their lifespan be in place. The City of West Kelowna (CWK) existing chiller was installed in 1999. The anticipated lifespan for these chillers is approximately 20-25 years. As recommended by TSBC, the CWK's Preventative Maintenance Program requires annual testing of the ammonia plant which includes, but is not limited to the following:

- Brine PH levels to prevent corrosion.
- Pressure testing of the chiller to ensure there are no leaks.

These tests allow the CWK to have confidence that the chiller is working in a safe, effective manner, while confirming there are no major structural issues.

Although the chiller has no major structural issues at this time, due to the age of the equipment and potential safety risk if the pressure vessel were to fail, staff is recommending replacing it.

Staff is proposing to replace the existing chiller with a new plate and frame system which is much smaller and the critical charge of ammonia in the system will be considerably less and in turn will be much safer for staff and the general public in and around the facility.

Estimated timeline to complete the work: 12 Week Equipment Order
 Ten (10) weeks Construction

Project Budget: \$450,000

The CWK has applied for a grant through the Community Economic Recovery Infrastructure Program. If successful, the CWK could receive up to 100% funding for this project. All grant application projects must start by Dec 31, 2021 and end before March 31, 2023. Starting the work prior to receiving grant money will not void any grant money, if the CWK's application is approved.

FINANCIAL IMPLICATIONS

During a typical year, the CWK will shut down the arena for annual maintenance for approximately 6 weeks, starting June 1st. To complete this project, the CWK will need to shut the arena down for an additional 4 weeks.

Estimated lost revenue: \$30,000
 Project Budget: \$450,000
 Potential Grant Funding: 100% project costs

(lost revenue not included in project grant application project costs)

REVIEWED BY

Warren Everton, Director of Finance/CFO

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

Powerpoint: Yes No



COUNCIL REPORT

To: Paul Gipps, CAO

Date: December 8, 2020

From: Erin Goodwin, Facilities and Recreation Manager

Subject: **BC Hydro Fast Charging Station – Agreement Options**

RECOMMENDATION

THAT Council consider and resolve to direct staff to execute Amendment Agreement Number 1 between BC Hydro and the City of West Kelowna (CWK) to operate a Direct Current Fast Charging (DCFC) station at 3678 Brown Road.

BACKGROUND

On November 10, 2020, Council directed staff to defer the proposed BC Hydro License to Occupy Agreement for 3678 Brown Road. Council requested that additional language related to the termination clause be negotiated with BC Hydro and brought back for Council's consideration. Council also requested that staff investigate the length of term for the contract and inquire whether a 10-year term for the proposed contract could be reduced.

After further discussion with BC Hydro, the CWK was informed that a 10 year agreement would be required for the project to be viable for BC Hydro and their partners.

BC Hydro did provide suggestions to the termination clause; however, any early termination would result in the fast charging station having to be relocated to another BC Hydro approved site where the agreement is proposing that all costs to relocate and install the fast charging station would be the responsibility of the CWK. Costs to relocate a fast charging station could range between \$50,000 - \$150,000 per charging station.

It was also communicated to the CWK that all BC Hydro fast charging stations are governed by the Greenhouse Gas Reduction Regulation of BC. To be in compliance of the regulation, BC Hydro now needs to have full control of all operations of these fast charging stations. Full control includes the authority to set the retail price for the charging station, collect revenues from patrons of the station and have the utility bill in their name. If a station is not in compliance by the end of 2020, the station would need to be shutdown.

As a result, to continue operating a BC Hydro electric vehicle fast charging station at 3678 Brown Road, the CWK would need to finalize an agreement with BC Hydro by the end of 2020.

BC Hydro has provided two options for Council's consideration:

Option 1

10 Year License of Occupation Agreement – (Updated November 26, 2020)

This option would consist of the CWK entering into an updated License to Occupy Agreement that would consist of the following:

- 10 year agreement
- Two electric vehicle charging stations
- All operational, electrical, and capital costs would be the responsibility of BC Hydro.
- Early termination clause would result in having to relocate charging stations to a new site.
- All relocation costs would be the responsibility of the CWK (\$50K - \$150K)

Not recommended by staff

Option 2

Amendment Agreement No 1

This option would consist of the CWK amending the existing agreement with BC Hydro that would result in BC Hydro having full control of the fast charging station, as described above, so that BC Hydro complies with Green House Gas Reduction Regulations that govern these charging stations. Some other contract highlights include the following:

- Month to month term, until future agreement between BC Hydro and CWK can be executed.
- One electric vehicle charging station on this site.
- All operational, electrical, and capital costs would be the responsibility of BC Hydro.

Recommended by staff

Alternative Option (3)

Terminate Current Contract on December 31, 2020

If the CWK and BC Hydro cannot come to an agreement by the end of 2020, the CWK and BC Hydro would not be compliant with the Green House Reduction Regulations, would need to terminate the existing agreement, and the station would need to be shutdown.

Not recommended by staff

RECOMMENDATION

THAT Council direct staff to execute Amendment Agreement Number 1 between BC Hydro and the City of West Kelowna (CWK) to operate a Direct Current Fast Charging (DCFC) station at 3678 Brown Road.

This option would allow an electric vehicle fast charging station to continue to operate at 3678 Brown Road, while in compliance with the Green House Reduction Regulations of BC, until a future agreement with BC Hydro and CWK can be resolved.

FINANCIAL IMPLICATIONS

If BC Hydro takes over all operational and capital costs as described in this report, the CWK would see the following estimated annual savings:

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

COUNCIL REPORT / RESOLUTION HISTORY

Date	Report Topic / Resolution	Resolution No.
November 10, 2020	THAT Council defer consideration of the License of Occupation in order to address the concerns brought forward by Council. CARRIED UNANIMOUSLY	C289/20

REVIEWED BY

Warren Everton, Director of Finance/CFO

Shelley Schnitzler, Legislative Services Manager/Corporate Officer

APPROVED FOR THE AGENDA BY

Paul Gipps, CAO

PowerPoint: Yes No

Attachments:

- Option 1 – BC Hydro License of Occupation Agreement
- Option 2 – Amendment Agreement Number 1
- Option 2 – 2015 Signed DCFC Lease Agreement

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

THIS LICENCE is dated for reference as of November 26, 2020

BETWEEN:

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

(the “**Licensor**”)

AND:

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

(the “**Licensee**”)

BACKGROUND

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

AGREEMENTS

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

PART 1 - DEFINITIONS

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

PART 2 - GRANT AND TERM

- 2.1 **Grant.** The Licensor hereby grants to the Licensee a non-exclusive right and license over the Premises, subject to the Permitted Encumbrances.

- 2.2 **Term.** This Licence will be for a term of ~~ten five years~~ ~~ten years~~ which will commence on ~~September~~ ~~December~~ 1, 2020 (the “**Commencement Date**”) and end on ~~August 31~~ ~~November 30,~~ ~~2030~~ ~~December 1,~~ ~~2030-2025~~ (the “**Term**”) unless terminated in accordance with this Licence.

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

- 2.3 **Renewal.** This Licence for the Premises may be renewed for a further term of ~~ten five (5)~~ ~~(10)~~ years on the same terms and conditions as this Licence, except this right of renewal, by mutual agreement of the parties reached no less than six (6) months prior to the expiration of the Term.

PART 3 – TAXES

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

PART 4 – ANCILLARY AREAS

- 4.1 **Ancillary Areas.** The Licensor hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:

- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
 - (i) ingress and egress to and from the Premises; and
 - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
 - (b) the common access road, if a common access road is present on the Lands
- (collectively, the “**Ancillary Areas**”).

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

PART 5 - USE OF PREMISES AND LICENSEE COVENANTS

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

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

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

PART 6 - ENVIRONMENTAL REQUIREMENTS

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

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

PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION

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

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

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

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

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

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

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

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

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

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

7.5 Alterations to Premises. The Licensee will not install any additional improvements in or about the Premises (except the Trade Fixtures, Licensee's Lighting and Licensee Signage (collectively, the "**Improvements**")), without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed. No consent by the Licensor to install such additional improvements will be granted unless the Licensee first submits plans and specifications of the proposed additional improvements and the Licensee has obtained all necessary permits and approvals from all applicable Government Authorities. Notwithstanding the foregoing or any degree of affixation, the Charging Stations shall remain the property of the Licensee.

7.6 Location of Improvements on Premises. The parties agree that Schedule 3 attached to this Licence shows the approximate location of the Improvements to be installed by the Licensee on the Premises. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Premises if the Licensee, acting reasonably, deems it necessary for the purposes granted under this Licence.

7.7 Removal of Improvements. Upon expiry or earlier termination of this Licence, the Licensee may remove the Improvements and will make good any damage caused by such removal. If the Licensee does not remove the Improvements within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Improvements for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

PART 8 - ASSIGNMENT

8.1 Assignment by Licensee. The Licensee will not assign, mortgage, or encumber this Licence in whole or in part.

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

PART 9 – LICENSEE'S OPTION TO TERMINATE/DEFAULT

~~9.110.1 Licensee Option to Terminate. The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.~~

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

PART 10 – LICENSOR'S OPTIONS TO TERMINATE AND RELOCATE TRADE FIXTURES

~~10.1 Licensee Option to Terminate. The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.~~

~~10.12 Licensor Options to Terminate. The Licensor is granted the right to cancel and terminate this Licence, without cause and without penalty, provided that the Licensor must give not less than 12 months written notice of such termination to the Licensee. The Licensor is also granted the right to cancel and terminate this Licence, without penalty, if the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term, provided that the Licensor must give not less than thirty (30) days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Licensor in its written notice to the Licensee.~~

~~10.23 Relocation of Trade Fixtures. If the Licensor requires relocation of the Trade Fixtures for other permanent development of the Lands, upon written request by the Licensor to the Licensee, the Licensee will relocate all or a portion of the Trade Fixtures subject to all of the following:~~

- ~~(a) to the extent that the Licensee still requires the Trade Fixtures to serve any customer, the Licensor will permit the Licensee to relocate the Trade Fixtures to another equivalent area selected by the Licensor on the Lands, or on adjacent land owned by the Licensor, which is suitable for the Trade Fixtures (the "Relocated Area") and access thereto;~~

- (b) if the Relocated Area is not suitable for the Trade Fixtures, as determined by Licensee, acting reasonably, the Licensor will modify or relocate the Relocated Area to another equivalent area on the Lands or adjacent land owned by the Licensor that is suitable for the Trade Fixtures, as determined and agreed to by the parties acting reasonably;
- (c) the Licensor will grant to Licensee a new licence agreement on substantially the same terms and conditions as this Licence for the Trade Fixtures in the Relocated Area (the “**Replacement Licence**”);
- (d) upon entering into the Replacement Licence, the Licensee will relocate the Trade Fixtures to the Relocated Area within a reasonable period of time;
- (e) once all the Trade Fixtures have been relocated by the Licensee to the Relocated Area ~~with~~(with the exception of any underground Infrastructure) and upon full execution of the Replacement Licence, the Licensee will take the necessary steps to cancel this Licence; and
- (f) the Licensor will pay to the Licensee, upon written demand, for all necessary and reasonable costs incurred by Licensee associated with the relocation of the Trade Fixtures to the Relocated Area and the Replacement Licence, including equipment and labour costs.

PART 11 - ACCESS BY LICENSOR

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

PART 12 - EXPROPRIATION

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

PART 13 – INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

PART 14 - MISCELLANEOUS

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

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

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

- 14.3 Dispute Resolution.** If any dispute arises under this Agreement the organizational liaisons, being the designated person from each party, will make every effort to resolve the dispute within 30 days of the dispute arising (or within such other time period agreed to be the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate these efforts. If a dispute under this Agreement cannot be resolved in the aforementioned manner~~If any dispute arises under or in relation to this Licence, that dispute shall first be resolved by way of mediation between the parties. If parties cannot resolve dispute through mediation~~ it shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.

- 14.4 Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and

other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee's interest in the Trade Fixtures.

14.5 No Partnership. The Licensor does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licensor and Licensee.

14.6 Interpretation. Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licensor and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.

14.7 No Waiver. No obligation in this Licence will be considered to have been waived by the Licensor unless the waiver is in writing and signed.

14.8 Unavoidable Delay. If either the Licensor or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.

14.9 Notices. Addresses for any notice to be given under this Licence will be as follows:

(a) If to the Licensee:

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

(b) If to the Licensor:

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

Attention: Erin Goodwin
Email: erin.goodwin@westkelownacity.ca

14.10 Deemed Receipt. Where service of a notice or document is required under this Licence, the notice or document will be in writing and deemed to have been served as follows:

(a) if delivered by hand or courier, upon delivery;

(b) if mailed, upon the fifth Business Day following posting; and

(c) if emailed:

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

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

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

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

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

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

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

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

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

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

acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:

Schedule 1 – Description of the Lands

Schedule 2 – Defined Terms

Schedule 3 – Plan of Premises

Schedule 4 – Sample Signage

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

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

CITY OF WEST KELOWNA

By its authorized signatory(ies):

Name:

Title:

Name:

Title:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name: Kim Larter

Title: Manager, Property Leasing Service

SCHEDULE 1

Description of Lands

Legal description:

LOT 2 DISTRICT LOT 486 OSOYOOS DIVISION YALE DISTRICT PLAN 3444

PID: 010-854-231

Civic address:

3678 Brown Road, West Kelowna, BC V4T 1P7

SCHEDULE 2

Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Mark**” means a parties associated logos;

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

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

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

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

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

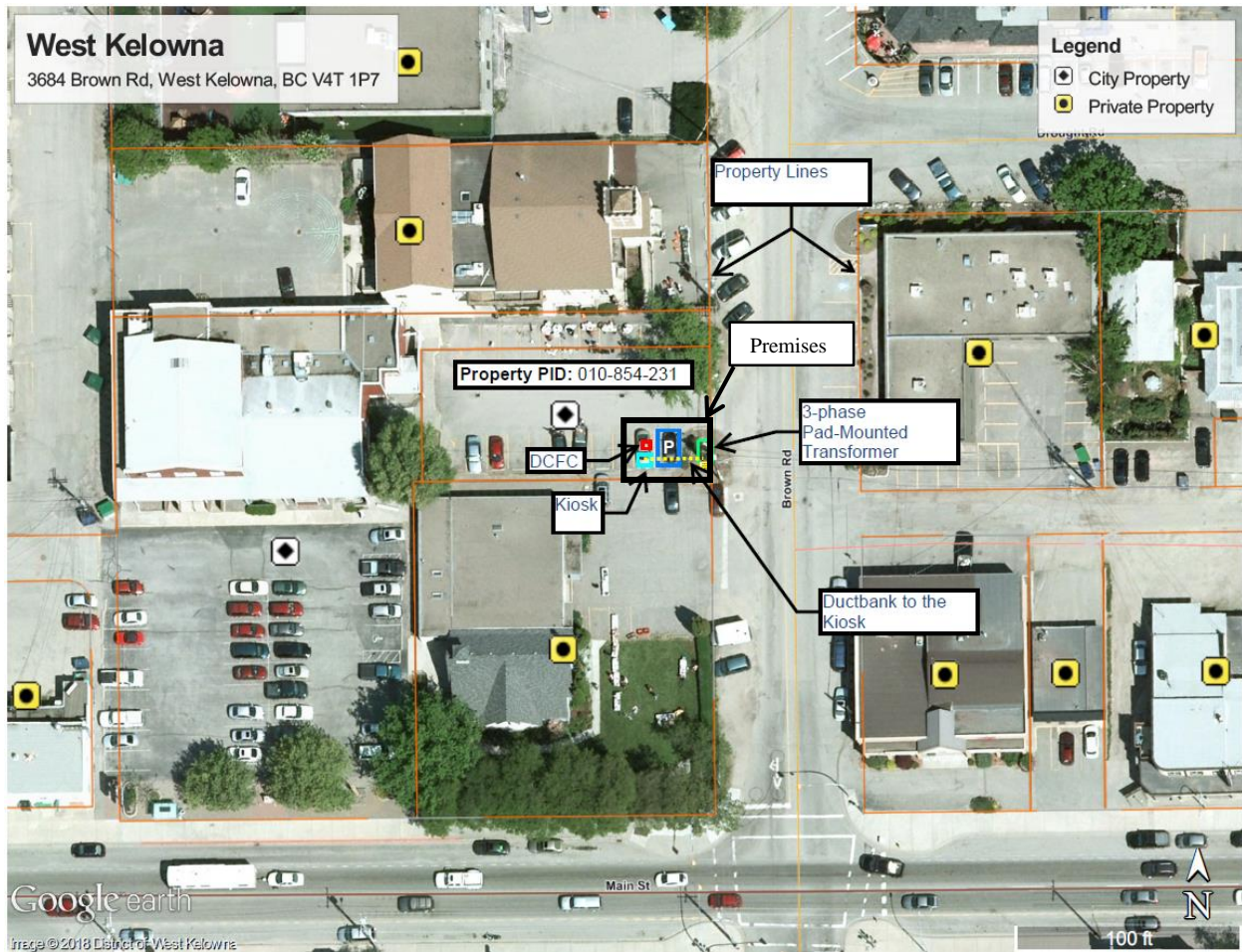
“**Term**” has the meaning set out in Section 2.2;

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

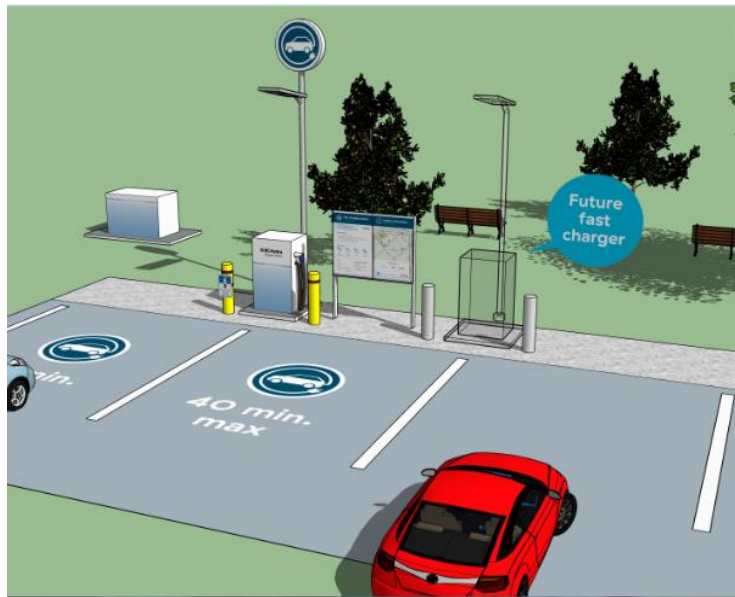
“**Unavoidable Delay**” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency,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

SCHEDULE 3

Plan of Premises outlined in black bold is attached



SCHEDULE 4 SAMPLE SIGNAGE



Fast charging station 123 Anyname Street, City	Station information 123 Anyname Street, City				
<p style="font-size: 0.8em;">Thanks for using the station. If you need help, please call 1 866 338 3369. In case of an emergency call 911 For more information visit bchydro.com/fastcharging</p> <p style="text-align: right; font-weight: bold; font-size: 1.1em;">BC Hydro Power smart</p> <p>Charging etiquette</p> <ul style="list-style-type: none"> <input type="checkbox"/> Limit your charge to 30 to 40 minutes <input type="checkbox"/> Stay close by so you can move your car when you are done charging <input type="checkbox"/> Sign Into Plugshare so you can check in and out or to leave notes for other drivers <input type="checkbox"/> Park in an EV charging stall only if you are charging <input type="checkbox"/> Put the cord away when done and keep station tidy <hr/> <p>How to charge</p> <div style="display: flex; justify-content: space-around; align-items: center; font-size: 0.8em;"> <div style="text-align: center;"> <p>1 Plug in</p> </div> <div style="text-align: center;"> <p>2 Start</p> </div> <div style="text-align: center;"> <p>3 Stop</p> </div> <div style="text-align: center;"> <p>4 Unplug</p> </div> </div> <p style="font-size: 0.8em; color: #0070c0;">Remember, only one car can charge at a time.</p> <hr/> <table style="width: 100%; font-size: 0.8em;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Cost</p> <p>Charging Free introductory charging</p> <p>Parking Free</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Membership & activation</p> <p>By app </p> <p style="font-size: 0.7em;">Use the Greenlots app to activate the charging session and see real time status.</p> <p>By card </p> <p style="font-size: 0.7em;">Use the Greenlots RFID card to activate</p> </td> </tr> </table>	<p>Cost</p> <p>Charging Free introductory charging</p> <p>Parking Free</p>	<p>Membership & activation</p> <p>By app </p> <p style="font-size: 0.7em;">Use the Greenlots app to activate the charging session and see real time status.</p> <p>By card </p> <p style="font-size: 0.7em;">Use the Greenlots RFID card to activate</p>	<p>Nearby stations</p> <ul style="list-style-type: none"> ○ 123 Anyname Street, City XX km ○ 123 Anyname Street, City XX km <hr/> <table style="width: 100%; font-size: 0.8em;"> <tr> <td style="width: 50%; text-align: center;"> <p>Host</p> <div style="border: 1px solid #ccc; padding: 5px; width: 80px; margin: 0 auto; background-color: #f0f0f0;">HOST LOGO</div> </td> <td style="width: 50%; text-align: center;"> <p>Funding partners</p> <div style="display: flex; justify-content: space-around; align-items: center; margin: 0 auto;"> </div> </td> </tr> </table> <hr/> <div style="display: flex; justify-content: space-between; align-items: center; font-size: 0.8em;"> <div style="text-align: center;"> <p>This station is under video surveillance.</p> </div> <div style="text-align: right;"> </div> </div>	<p>Host</p> <div style="border: 1px solid #ccc; padding: 5px; width: 80px; margin: 0 auto; background-color: #f0f0f0;">HOST LOGO</div>	<p>Funding partners</p> <div style="display: flex; justify-content: space-around; align-items: center; margin: 0 auto;"> </div>
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<p>Host</p> <div style="border: 1px solid #ccc; padding: 5px; width: 80px; margin: 0 auto; background-color: #f0f0f0;">HOST LOGO</div>	<p>Funding partners</p> <div style="display: flex; justify-content: space-around; align-items: center; margin: 0 auto;"> </div>				

**AMENDMENT AGREEMENT NO. 1
(DCFC Equipment Lease Agreement)**

THIS AMENDMENT AGREEMENT NO. 1 is made as of the ___ day of December, 2020.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation continued under the *Hydro and Power Authority Act* (British Columbia), with its head office at 333 Dunsmuir Street, Vancouver, BC V6B 5R3

(the “**Lessor**”)

AND:

CITY OF WEST KELOWNA, a municipal corporation located in West Kelowna, BC.

(the “**Lessee**”)

WHEREAS:

- A. Lessor and Lessee entered into a DCFC Equipment Lease Agreement dated **26 October 2015** (the “**Agreement**”) in connection with participating in a pilot project involving the acquisition, installation and operation of DC fast charging stations for electric vehicles; and
- B. The parties are desirous of amending the terms of the Agreement as set forth herein (the “**Amendment Agreement**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties covenant and agree that:

- 1. Section 10 of the Agreement is amended by deleting the entire section and replacing it with the following:

“10. Use and Operation: Security”

Lessee shall make the Equipment available for use and operation to provide EV charging services to end-users as contemplated by the Program throughout the Term in accordance with all applicable laws, including without limitation any applicable provisions of Lessor’s Electric Tariff. Lessee shall ensure the Site is free of debris, garbage, trash and/or refuse and in neat and tidy condition. The Lessee shall clear snow from the Site and any access roads to the Site at regular intervals to ensure public access to the DCFC station(s). Lessor shall be responsible for billing and collection of charges from end-users for the use of EV charging service provided through the Equipment, for payment of any costs, charges and expenses associated with the payment system included in the Equipment (such as transaction costs or network fees), and for payment of all electricity charges (including demand charges). The BC Hydro account shall be

in the name of the Lessor. Lessor shall retain any such charges collected from end-users for the use of EV charging service provided through the Equipment. Lessee shall routinely monitor the Equipment and Lessee's Infrastructure, in any event not less than daily on weekdays. Lessee shall ensure the Site is properly lit, patrolled by security (if otherwise available), and otherwise employ all reasonable measures to ensure the Equipment is reasonably secure at the Site. Lessee shall report any misuse or loss of, damage or required repairs to the Equipment to Lessor in writing within 24 hours of becoming aware thereof, and immediately after becoming aware thereof in case of any dangerous or emergency situation (which may initially be provided orally, to be followed by written notification)."

2. Section 11 of the Agreement is amended by deleting the entire section and replacing it with the following:

"11. Pricing

Lessor shall develop pricing structures for the EV charging service to determine the appropriate charge to the end-users of the EV charging service at the DCFC station, subject to any applicable rate structures set by the British Columbia Utilities Commission. Lessor may adjust such charge to the end-users of the EV charging service at the DCFC station from time to time, subject to any applicable rate structures set by the British Columbia Utilities Commission."

3. Section 12 of the Agreement is amended by deleting the entire section and replacing it with the following:

"12. Condition; Repairs and Maintenance

Lessor shall routinely inspect the condition of the Equipment and shall, at its own cost and expense, be responsible for routine maintenance. Lessor shall make arrangements for service, maintenance or repairs, including with Lessor's contractor(s), to provide or procure any and all parts and labour required to service or repair the Equipment or keep it in good mechanical working order (normal wear and tear and solely cosmetic repairs excepted). In the event that such service, maintenance or repairs are not covered by applicable third party warranties or funded by insurance, Lessor shall pay for such service, maintenance or repairs (excluding any solely cosmetic repairs that do not affect the functionality of the Equipment). Notwithstanding the above, in the event that the Equipment is damaged beyond reasonable repair or such service, maintenance or repairs costs exceed the cost of the Equipment, then, at the election of the Lessor, the Lessor may either repair the Equipment, replace the Equipment or terminate this Agreement on not less than one full calendar month's written notice to the Lessee.

Lessee may not alter or modify the Equipment or Lessee's Infrastructure without the prior written consent of Lessor.

Except for Lessee's Infrastructure (and all additions, parts, attachments, accessories and replacements thereto or thereof), all additions, parts, attachments, accessories and replacements of the Equipment, whether by substitution, repair, alteration, addition or improvement, shall immediately become the property of Lessor and part of the Equipment for all purposes thereto."

4. General

- (a) This Amendment Agreement shall have effect as of the day and year first above written.
- (b) Except as otherwise expressly defined in this Amendment Agreement, all capitalized terms have the meanings ascribed to them in the Agreement.
- (c) This Amendment Agreement supplements and forms part of the Agreement. Except as otherwise set forth herein, all terms and conditions of the Agreement remain unchanged and in full force and effect.
- (d) Each party will, upon the reasonable request of the other party, do, sign or cause to be done or signed all further acts, deeds, things, documents and assurances required for the performance of this Amendment Agreement.
- (e) This Amendment Agreement enures to the benefit of, and is binding upon, the parties and their respective successors and permitted assigns.
- (f) This Amendment Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each party attorns irrevocably and unconditionally to the exclusive jurisdiction of the courts of the Province of British Columbia, and to courts which appeals therefrom may be taken.
- (g) This Amendment Agreement may be executed and delivered by electronic means and in several counterparts, each of which when executed and delivered will be deemed to be an original and all of which together will be one and the same agreement.

IN WITNESS WHEREOF each party by its duly authorized representative(s) has signed this Amendment Agreement as of the day and year first above written.

[NAME OF LESSEE]

By: _____
Authorized Representative

Name: _____

Title: _____

**BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY**

By: _____
Authorized Representative

Name: Alec Tsang

Title: Manager, EV Infrastructure Planning

DCFC EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made with effect as of and from the **October 26, 2015** by and

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c. 212, having its head office at 333 Dunsmuir Street, Vancouver, British Columbia, V6B 5R3

(“**BC Hydro**” or “**Lessor**”)

AND:

CITY OF WEST KELOWNA, a municipal corporation located in West Kelowna, BC.
(“**City**” or “**Lessee**”)

WHEREAS:

- A. Lessor and Lessee (each a “**Party**”, and collectively, the “**Parties**”) are participating in a pilot project involving the acquisition, installation and operation of DC fast charging (“**DCFC**”) stations for electric vehicles (“**EVs**”) at suitable locations around the province of British Columbia (the “**Program**”);
- B. The Program is part of the Clean Energy Vehicle Program which is designed to provide British Columbians with more affordable clean transportation options;
- C. The purpose of the Program is to instil consumer confidence in EV technology by removing one of the main barriers to mass adoption, which is the lack of public charging infrastructure;
- D. The DCFC stations will form part of a grid-aware charging network linked to a centralized data and energy management system;
- E. Lessee has proposed a suitable location for a DCFC station which BC Hydro has selected;
- F. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the DCFC station comprising certain equipment described herein to be installed and operated on Lessee’s premises at the selected site for the purposes of the Program.

NOW THEREFORE in consideration of the premises and the mutual covenants, agreements, terms and conditions hereinafter set forth, the Parties hereto agree as follows:

1. Interpretation

- (a) **Definitions.** Unless the context otherwise requires, capitalized terms used herein shall have the meaning assigned to such terms when first defined in parentheses.

(b) **Headings.** The headings in this Agreement are included for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

2. Lease; Equipment

Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, one DCFC station comprising the DCFC equipment listed in and meeting the specifications described in Schedule A, together with all additions, parts, attachments and accessories thereto from time to time (collectively, the “**Equipment**”), but excluding any such equipment, additions, parts, attachments and accessories to be installed between Lessor’s meter and the point of interconnection with the DCFC station as indicated in Schedule A (collectively, the “**Lessee’s Infrastructure**”).

Within [**ten (10)**] days after satisfaction of the condition precedent set out in paragraph 3(a)(i) below, Lessor shall complete and deliver to Lessee an updated copy of Schedule A containing the details applicable to the Equipment and Lessee’s Infrastructure, which updated Schedule A will form an integral part of this Agreement upon its delivery to Lessee.

3. Conditions Precedent

(a) **Lessor.** The obligations of Lessor pursuant to this Agreement are subject to the following conditions being fulfilled, performed or waived:

- (i) The Equipment and Lessee’s Infrastructure shall have been delivered to Lessor by the supplier(s) thereof in good working order and otherwise in accordance with the applicable procurement terms; and
- (ii) Lessor and Lessee shall have agreed the date upon which the Equipment will be delivered to Lessee (the “**Commencement Date**”).

Lessee agrees that these conditions are for the sole benefit of Lessor. None of these conditions shall be waived except by written notice from Lessor to Lessee. In the event that these conditions (or any of them) are not satisfied or waived within the time set out above then this Agreement shall terminate.

(b) **Lessee.** The obligations of Lessee pursuant to this Agreement are subject to the following condition being fulfilled, performed or waived:

- (i) Lessor shall have delivered written notice to Lessee confirming the Commencement Date, as approved in advance by Lessee, acting reasonably, together with a completed copy of Schedule A containing the details of the Equipment and Lessee’s Infrastructure as required by section 2 above.

Lessor agrees that this condition is for the sole benefit of Lessee. This condition shall only be waived by written notice from Lessee to Lessor. In the event that this

condition is not satisfied or waived within the time set out above then this Agreement shall terminate.

4. **Term and Termination**

- (a) **Term.** Subject to earlier termination or extension in accordance with the provisions hereof, the term (the “**Term**”) of this Agreement is five years, commencing on the Commencement Date and ending on the day before the fifth anniversary thereof (the “**Initial Term**”); however all obligations of the Parties under this Agreement shall continue until they have been performed in full.
- (b) **Extension.** Unless Lessee has delivered to Lessor written notice on or before the day that is one month before the end of the Initial Term terminating this Agreement at the end of the Initial Term, this Agreement shall automatically extend on a month-to-month basis unless and until terminated in accordance with the provisions hereof.
- (c) **Termination.** If Lessee is operating the DCFC station at a loss and is unable to recover its costs of operating the DCFC station more than two years after the Commencement Date, then Lessee shall be entitled to terminate this Agreement on not less than one full calendar month’s written notice to Lessor. At any time after the Initial Term, either Party shall be entitled to terminate this Agreement for any reason whatsoever on not less than one full calendar month’s written notice to the other Party.

5. **Rent**

The rent for the use of the Equipment is \$1 per month for the Term, which shall be paid by Lessee, together with any applicable taxes, in advance on the Commencement Date and on the first day of each succeeding month throughout the Term, to Lessor at:

333 Dunsmuir Street, 9th Floor
Vancouver, BC V7X 1V5

or at such other place as Lessor may designate in written notice to Lessee from time to time. Lessee may prepay the rent for the Initial Term or any portion thereof on an annual basis.

6. **Lease Absolute**

This Agreement may not be cancelled or terminated except as expressly provided herein. Lessee’s obligation to pay rent and other amounts due or to become due hereunder is absolute and unconditional and is not subject to any reduction, delay, set-off, withholding, defence, claim, counterclaim or recoupment for any reason at all, including any failure, destruction, repossession or theft of the Equipment, loss of use of the Equipment, or any past, present or future claims of Lessee against Lessor under this Agreement or otherwise.

7. **Site**

The site which has been selected for the installation and operation of the Equipment is located at: **3678 Brown Road** (the “**Site**”).

Lessee represents and warrants to Lessor that Lessee owns, occupies and has full rights to access the Site, that the Site is located within the **City** boundaries of Lessee, and that there are no other third parties (such as landlords, tenants or lenders) who have any legal interest in the Site. **[NOTE: if this is not true, need to consider the fixtures disclaimer/ LTO fixture filings and whether any acknowledgements are required from such third parties.]** Lessee shall not change the location of the Equipment from the Site without the prior written consent of Lessor, such consent not to be unreasonably withheld but which may be conditional upon Lessor's approval of the new location, acting reasonably, and Lessee's agreement to be responsible for the costs and expenses associated with the move, and/or or other reasonable terms.

Once installed at the Site and/or affixed to the Equipment, Lessee shall not remove, conceal or alter, any labels, plates, signs or other identification supplied by Lessor indicating Lessor's ownership of the Equipment, provided that such labels, plates, signs and identification is in compliance with Lessee's signage bylaws in force from time to time.

8. Delivery and Installation

Lessor shall arrange for delivery of the Equipment and Lessee's Infrastructure to the Site on the Commencement Date. Lessor shall also be responsible for engaging qualified individuals, which may include third party contractors, to install and commission the Equipment and Lessee's Infrastructure at the Site. Delivery and installation of the Equipment and Lessee's Infrastructure shall be for and at Lessor's account and expense, and Lessor shall use reasonable efforts to complete installation by **January 31, 2016** or such later date as the Parties may agree in writing; provided, however, that if in Lessor's estimation such expenses will or are reasonable likely to exceed a maximum aggregate amount of **\$40,000**, then Lessor may suspend its obligations under this section and any related provisions upon written notice to Lessee until Lessor and Lessee mutually agree to an alternate site and amend this Agreement accordingly to reflect the new site and any associated delays. In the event Lessor and Lessee are unable to agree on a mutually acceptable site within thirty (30) days after delivery of Lessor's notice to Lessee provided pursuant to this section (or such longer period as the Parties may agree in writing), then this Agreement shall terminate.

9. Acceptance

Upon receipt of written notice from Lessor confirming the completion of installation of the Equipment and Lessee's Infrastructure, Lessee shall inspect the Equipment and Lessee's Infrastructure and shall, within ten (10) days after receipt of notice of completion of installation, deliver written notice to Lessor if Lessee rejects any of the installed Equipment or Lessee's Infrastructure or otherwise asserts that such Equipment or Lessee's Infrastructure is unsatisfactory. Any such notice shall contain sufficient detail regarding the asserted defects in order to permit Lessor to verify, respond to and, if required, rectify same. In the event that Lessee fails to deliver any such notice within the time provided, Lessee will be conclusively deemed to have accepted the Equipment and Lessee's

Infrastructure and to have acknowledged that such Equipment and Lessee's Infrastructure is as ordered, satisfactory to Lessee and in good condition and repair suitable for purposes of Lessee.

10. Use and Operation; Security

Lessee shall make the Equipment available for use and operation to provide EV charging services to end-users as contemplated by the Program throughout the Term in accordance with all applicable laws, including without limitation any applicable provisions of Lessor's Electric Tariff pursuant to which Lessee will purchase the electricity which it will sell to the end-users of the EV charging service at the DCFC station, and the Lessor's operating order pertaining to the Equipment which Lessor will prepare and deliver to Lessee and which must be approved by Lessee, acting reasonably (the "**Operating Order**"). Lessee shall be responsible for billing and collection of charges from end-users for the use of the EV charging service provided through the Equipment, for payment of any costs, charges and expenses associated with the payment system included in the Equipment (such as transaction costs or network fees), and for payment of all electricity charges (including demand charges) incurred by Lessee and owing to Lessor pursuant to its Electric Tariff in accordance with the applicable terms and conditions thereof. Lessee shall routinely inspect and monitor the Equipment and Lessee's Infrastructure, in any event not less than daily on weekdays. Lessee shall ensure the Site is properly lit, patrolled by security (if otherwise available), and otherwise employ all reasonable measures to ensure the Equipment is reasonably secure at the Site, including any measures identified in writing by Lessee and Lessor in the Site selection or design process or set out in the Operating Order. Lessee shall report any misuse or loss of, damage or required repairs to the Equipment to Lessor in writing within 24 hours of becoming aware thereof, and immediately after becoming aware thereof in case of any dangerous or emergency situation (which may initially be provided orally, to be followed by written notification).

11. Data, Metering and Pricing Support

Lessor shall assist Lessee, and Lessee will work together with Lessor, to develop pricing structures and options for the EV charging service to determine the appropriate charge in accordance with the principles of the Program. The Parties acknowledge that Lessee's incremental revenues from providing and charging end-users for the EV charging service shall not materially exceed its incremental costs of providing the EV charging service, and the Parties will re-evaluate, and if necessary Lessee will adjust, the pricing structure from time to time to ensure this is the case. The Equipment shall contain a separate meter so that the EV charging service provided at the DCFC station is separately metered to allow for a pricing structure based on the amount of electricity consumed by the end-user in any given transaction. Lessor shall be entitled to collect and analyse meter and payment data and Lessee will cooperate with Lessor from time to time to engage in activities which demonstrate Lessor's ability to remotely control the Equipment load. Lessor shall report and share the results of its analysis with Lessee on a periodic basis and upon reasonable request.

12. **Condition; Repairs and Maintenance**

Lessee shall routinely monitor and inspect the condition of the Equipment and Lessee's Infrastructure and shall, at its own cost and expense, be responsible for routine maintenance or upkeep to comply with any warranty requirements identified by Lessor in the Operating Order and to keep the Equipment and Lessee's Infrastructure clean. Lessee shall report any additional service, repairs or maintenance required to Lessor (or its designated contractor) in writing within 24 hours of becoming aware thereof, and shall make arrangements for such service, maintenance or repairs with Lessor's designated contractor(s) to provide or procure any and all parts and labour required to service or repair the Equipment or keep it in good mechanical working order (normal wear and tear and solely cosmetic repairs excepted). In the event that such service, maintenance or repairs are not covered by applicable third party warranties or funded by Lessee's insurance, Lessee shall obtain Lessor's written approval of the estimated costs of such service, maintenance or repairs in advance, and Lessor shall pay for such service, maintenance or repairs (excluding any solely cosmetic repairs that do not affect the functionality of the Equipment or Lessee's Infrastructure), provided that the actual costs thereof do not materially exceed the approved estimate, and subject to:

- (a) a Program-wide annual maximum amount of \$15,000 per fiscal year, allocated on a first need basis (subject to paragraph (b) below);
- (b) a per Site annual maximum amount of \$3,000 per fiscal year; and
- (c) termination of the Program by, or lack of available funding from, federal funding sources.

In the event that the annual thresholds above are exceeded (or met), Lessor may defer any required service, repairs or maintenance to the next fiscal year, or, at Lessee's request, will perform the required service, repairs or maintenance at Lessee's cost and expense.

Lessee may not alter or modify the Equipment or Lessee's Infrastructure without the prior written consent of Lessor.

Except for Lessee's Infrastructure (and all additions, parts, attachments, accessories and replacements thereto or thereof), all additions, parts, attachments, accessories and replacements of the Equipment, whether by substitution, repair, alteration, addition or improvement, shall immediately become the property of Lessor and part of the Equipment for all purposes thereto.

13. **Warranty Disclaimer**

LESSOR DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF THE EQUIPMENT OR LESSEE'S INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, Lessor shall at its expense enforce, for its own and Lessee's benefit, any warranties provided by the Equipment suppliers or manufacturers, or

third party contractors responsible for installation or maintenance or performing any other work or services in respect of the Equipment, and shall assign any warranties provided by the suppliers or manufacturers of, or third party contractors responsible for installation or maintenance or performing any other work or services in respect of, Lessee's Infrastructure to Lessee. Lessee agrees to cooperate with Lessor in such regard. Within thirty (30) days after the Commencement Date, Lessor shall deliver to Lessee copies of all supplier or manufacturer warranties in respect of the Equipment and Lessee's Infrastructure, as well as copies of any warranties provided by third party contractors in respect of the installation, maintenance or performance of other services related to the same.

14. Insurance

Lessee shall obtain and maintain at its expense continuously throughout the Term:

- (a) Comprehensive public liability insurance in respect of claims by third parties for personal injury, death, or property damage arising from the use or operation of the Equipment and Lessee's Infrastructure as contemplated by this Agreement, in an amount not less than five million dollars (\$5,000,000) per incident, which shall name Lessor as an additional insured; and
- (b) Broad form insurance covering loss of or damage to the Equipment for which Lessee is legally liable or responsible, in an amount equal to the full replacement value of the Equipment (\$50,000), and shall provide primary coverage for the protection of Lessee and Lessor without regard to any other coverage carried by Lessee or Lessor protecting against similar risks.

The insurance shall be in such form and with such limits and providers as are acceptable to Lessor, acting reasonably, shall provide at least thirty (30) days advance written notice to Lessor of any cancellation or change in amount of coverage. Lessee shall provide Lessor, upon Lessor's request, with a certificate evidencing such insurance; however, no failure to request or provide such evidence shall relieve Lessee from any obligation to maintain such insurance required in accordance with the terms hereof. Lessee may self-insure or obtain commercial insurance, or a combination of both, to satisfy these requirements, in which case Lessee shall provide a letter of self-insurance to that effect to Lessor which shall be acceptable to Lessor and Lessee, acting reasonably. If Lessee fails to obtain or maintain the insurance as required hereunder, Lessor may, but shall not be required to, obtain such insurance itself and the cost of the insurance shall be for the account of Lessee and due on demand by Lessor.

Lessor shall self-insure liabilities to Lessee for personal injury, death, or property damage for which Lessor is legally liable or responsible pursuant to the provisions hereof, and shall, prior to the Commencement Date, provide a letter of self-insurance to that effect to Lessee which shall be acceptable to Lessor and Lessee, acting reasonably.

15. **Possession and Surrender or Return**

Notwithstanding Lessor's retention of title, Lessee shall have possession and control of the Equipment throughout the Term. Upon the expiry or earlier termination of this Agreement, Lessee shall return the Equipment to Lessor, free of all Encumbrances (as defined below), by surrendering possession and notifying Lessor in writing that the Equipment is ready for pick-up.

Lessor shall be responsible for removing the Equipment within ninety (90) days after receipt of such notice and for terminating the electrical connection in accordance with applicable laws. In the event that (i) Lessee has terminated this Agreement prior to the end of the Initial Term; or (ii) Lessor has terminated this Agreement as a result of Lessee's breach or default at any time, all costs and expenses for removing the Equipment and related electrical work shall be for the account of Lessee at its expense. Otherwise, in all other circumstances, such removal and related electrical work shall be for and at Lessor's account and expense. In any event, Lessor shall not have any obligation to undertake any restoration of the Site upon removal of Equipment or to remove any of Lessee's Infrastructure upon the termination or expiry of this Agreement, all of which shall be for and at Lessee's account and expense should it wish to do so.

16. **Access and Inspection**

Lessor and its authorized contractors and representatives shall have access to the Site at any and all times on reasonable notice to Lessee for purposes of inspecting the Equipment or carrying out any required repairs or maintenance, or for purposes of allowing other prospective lessees to inspect the Equipment prior to the termination or expiry of this Agreement. Lessor will use reasonable efforts to accommodate any reasonable requests of Lessee to reschedule planned access where it is not an emergency situation and such access would conflict or interfere with Lessee's or other activities at the Site, including without limitation civic functions.

17. **Encumbrances**

Lessee shall keep the Equipment free and clear of all security interests, liens, taxes, assessments, charges, fees, fines, levies and encumbrances of every nature and kind whatsoever ("**Encumbrances**") and shall cause the same to be released or discharged promptly upon notice thereof. Lessee shall, or Lessor at Lessee's expense may, report, pay and discharge when due all Encumbrances assessed on the Equipment or arising from or in connection with the possession, use or operation of the Equipment, together with any interest or penalties thereon, imposed by a governmental authority, whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such Encumbrance so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided that Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge. Any amounts owed by Lessee to Lessor pursuant to this provision shall be payable by Lessee to Lessor with the next instalment of rent, and any

failure to reimburse same shall be subject to the same consequences, including without limitation interest on overdue payments, as failure to pay any instalment of rent.

18. Title; Personal Property

Lessee's Infrastructure procured and installed by Lessor at its expense pursuant to this Agreement shall become the property of Lessee upon completion of installation, and Lessor hereby conveys, sells, assigns and transfers Lessee's Infrastructure and all right, title and interest in and to Lessee's Infrastructure to Lessee effective as of and from such time.

Lessor represents and warrants that it has or will have full and unencumbered title to the Equipment and the right to lease it to Lessee in accordance with the terms of this Agreement. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except the right of possession and use in accordance with the terms of this Agreement. Without limiting the foregoing, the Equipment shall be deemed to be personal property of Lessor and shall not, by reason of attachment, affixation or connection to Lessee's Infrastructure, the Site or any land or building thereon, become or be deemed a fixture or appurtenant to the Site or such land or building or to Lessee's Infrastructure or any other personal property located on the Site, and shall at all times be severable therefrom despite the fact that all or any part of the Equipment may be resting upon, imbedded in, attached or affixed to the Site.

Lessee shall take such steps as may be required to prevent any person from acquiring any rights in any Equipment by reason of the Equipment being claimed or deemed to be real property. In addition, Lessee shall use all reasonable efforts to obtain and deliver to Lessor such waivers, in registrable form (if necessary), as Lessor may reasonably request from the owners, landlords and mortgagees of any real property upon which any Equipment may be located.

19. Capacity and Authority

Lessee represents and warrants to Lessor that Lessee is excluded from the definition of "public utility" under the *Utilities Commission Act* (British Columbia) in respect of the EV charging services it will provide in connection with the Program, that the end-users of the EV charging service are not tenants of Lessee (or are not being offered or making use of the EV charging service in their capacity as tenants of Lessee), and that Lessee has the capacity and authority to enter into this Agreement and perform its obligations as contemplated hereunder, including providing the EV charging service to public customers for a fee as contemplated by this Agreement and the Program.

Lessor represents and warrants to Lessee that Lessor has the capacity and authority to enter into this Agreement and perform its obligations as contemplated hereunder.

In the event that any of the foregoing becomes untrue at any time throughout the Term as a result of a change in applicable laws, regulations or policies (excluding internal policies of either Party), either Party shall be entitled to terminate this Agreement upon written notice to the other.

20. Signage and Parking Policies

Lessor shall provide and install station signage and other informational and educational signage developed for the Program regarding the Equipment, the Program and EVs which shall comply with applicable bylaws of Lessee. Lessee shall provide and install way-finding signage on roads over which it has authority to direct drivers coming from nearby highways and freeways to the Site, and shall also provide additional informational and educational signage related to EVs, energy and community sustainability. Lessee shall create and enforce, or cause to be enforced, reasonable parking policies for the Site to facilitate and encourage appropriate use of the EV charging service.

21. Announcements and Publicity

Lessee shall promote the DCFC station and the Program in community materials. Lessee shall acknowledge the support and funding provided by the province of British Columbia and the support of Lessor in any media releases, publications, events, and print or web-based material associated with the Program, and shall provide the province of British Columbia and Lessor an opportunity to comment on and approve any such materials or events in advance with reasonable notice thereof, which shall, in any event, not be less than 24 hours notice. Notwithstanding the foregoing, in the event that the content of any such release, publication, speech or material relating to the province of British Columbia and Lessor has previously been approved by the province of British Columbia and Lessor, Lessee shall not be required to seek further approval for or provide notice of subsequent releases, publications, speeches or materials using the same content, unless the province of British Columbia or Lessor has subsequently delivered written notice to Lessee withdrawing such prior approval or indicating a desired change to previously approved content.

22. Liability; Indemnity

(a) Lessor shall not be liable for, and Lessee shall release, indemnify and hold harmless Lessor and its directors, officers, employees, consultants, agents, contractors and representatives (collectively, the “**BCH Indemnified Parties**”, and each a “**BCH Indemnified Party**”) from and against any and all costs, expenses, damages, injuries, losses and liabilities of every nature and kind whatsoever, including without limitation reasonable legal fees on a solicitor and own client basis, suffered or incurred by Lessee (or those for whom it is responsible at law) or arising out of or in connection with third party claims, actions, causes of action, suits, or proceedings at any time suffered or incurred by, or brought or made against the BCH Indemnified Parties (or any one or more of them), relating to Lessee’s possession, use, operation, maintenance or return of the Equipment or Lessee’s Infrastructure, whether or not arising as a result of any fault, act, error, omission, breach or default of Lessee or those for whom it is responsible at law, except to the extent directly caused or contributed to by the negligence or wilful misconduct of a BCH Indemnified Party.

(b) Without limiting paragraph (a) above but subject to paragraph (c) below, the liability of any BCH Indemnified Party under this Agreement or relating to Lessee’s possession, use or the operation of the Equipment or Lessee’s Infrastructure shall be limited to any costs,

expenses, damages, injuries, losses and liabilities suffered or incurred by Lessee to the extent directly caused or contributed to by the negligence or wilful misconduct of a BCH Indemnified Party.

- (c) Neither Party shall be liable to the other for any loss of profit, loss of revenues or other pure economic loss under any circumstances whatsoever.

23. Default and Remedies

If Lessee fails to pay any rent or any other amount payable hereunder within ten (10) days after the same is due and payable, or if Lessee fails to observe, perform or discharge any other obligation under or provision of this Agreement required to be observed, performed or discharged by Lessee within ten (10) days after receiving notice thereof from Lessor, or if Lessee becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors or has a trustee or receiver appointed that has authority to take possession or control of the Equipment, or if any proceedings under bankruptcy, insolvency, restructuring or creditor protection legislation are commenced by or against Lessee, the Equipment or any material part thereof is seized, confiscated, sequestered or attached or if a distress is levied thereon, or if Lessor in good faith believes and has commercially reasonable grounds to believe itself insecure, that the prospect of payment or performance by Lessee hereunder is about to be impaired or that the Equipment is or about to be placed in jeopardy, then Lessor shall have the right to exercise any one or more of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee;
- (b) To sue for and recover all rents and other payments then accrued or thereafter accruing;
- (c) To cure any default of Lessee at Lessee's cost and expense and recover such amounts pursuant to paragraph (b) above;
- (d) To take possession of and/or remove the Equipment, without demand or notice, without any court order or other process of law, and for that purpose enter any premises where the Equipment is located, and Lessee hereby waives any and all damages occasioned by such taking of possession or removal or entering any premises for such purposes;
- (e) To terminate this Agreement immediately with or without notice; or
- (f) To pursue any other remedy available at law or in equity.

Notwithstanding any repossession or any other action taken by Lessor, Lessee shall be and remain liable to Lessor for the full performance of all obligations on the part of Lessee to be performed under this Agreement. Lessor's remedies hereunder are cumulative, and may be exercised concurrently or separately.

24. Dispute Resolution

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

25. Security Interests

Without limiting the title retention provided for above or any other security obtained by Lessor, Lessee grants to Lessor a security interest in all Equipment and all proceeds (as defined in the *Personal Property Security Act* (BC)) thereof as security for the payment and performance of all present and future indebtedness, obligations and liabilities of Lessee to Lessor under this Agreement. Lessee hereby acknowledges having received an executed copy of this Agreement in effect on the date hereof and waives all rights to receive from Lessor a copy of any financing statement, financing statement (transition), financing change statement or verification statement filed at any time in respect of this Agreement.

26. Further Assurance

At its own expense, upon the request of the other Party, each Party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other Party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Agreement or for purposes of recording or filing to protect the interest of Lessor in the Equipment or Lessee in the Lessee's Infrastructure.

27. Time

Time is of the essence of this Agreement.

28. Notices

Any notices required or permitted to be given under this Agreement must be in writing and delivered personally or by facsimile addressed to the recipient as follows:

(a) If to BC Hydro:

British Columbia Hydro and Power Authority
333 Dunsmuir Street, 9th Floor
Vancouver, BC V6B 5R3

Attention: Alec Tsang
 Senior Technology Strategist, Office of the Chief Technology Officer
 Facsimile No.: (604) 623-4203

(b) If to Lessee:

City of West Kelowna
 2760 Cameron Road
 West Kelowna, BC V1X 2T6

Attention: Erin Goodwin, Facilities Manager
 Email: erin.goodwin@westkelownacity.ca

or to such other address or number as a Party may from time to time provide written notice to the other. Notices delivered by facsimile shall be deemed to be received on the next business day following the date of transmission.

29. Invalidity and Severability

Each of the provisions contained in this Agreement is distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof and the remainder of this Agreement shall continue in full force and effect, unless as a result of such determination this Agreement would fail in its essential purposes.

30. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, documents, agreements and instruments, whether oral or written. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by an instrument in writing signed by each of the Parties hereto. For greater certainty, nothing herein affects or in any way amends Lessor's Electric Tariff or any provisions thereof, including without limitation, with respect to Lessor's supply and Lessee's purchase of electricity pursuant thereto.

31. Assignment; Inurement

Lessee shall not assign this Agreement, any rights hereunder or its interest in the Equipment without the express prior written consent of Lessor, which it may withhold in its sole discretion. Lessor shall not assign this Agreement, any rights hereunder or its interest in the Equipment without the express prior written consent of Lessee, not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

32. Waiver

No failure by a Party to enforce any provision of this Agreement or waiver by any Party of any default, breach or non-observance by the other Party at any time or times in respect of any covenant, provision, term or condition herein shall be effective against that Party unless waived in writing, or operate as a waiver of or affect that Party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the Party having those rights. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

33. Governing Law; Attornment


This Agreement shall be governed by, construed and enforced in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein. Each Party attorns irrevocably and unconditionally to the exclusive jurisdiction of the courts of the province of British Columbia, and to courts to which appeals therefrom may be taken.

34. Counterparts and Delivery

This Agreement may be executed in counterparts and may be delivered by facsimile or other electronic means such as an email attachment in portable document format (.pdf), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

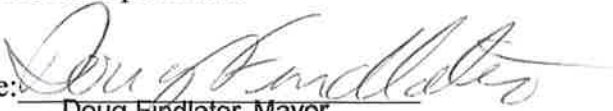
IN WITNESS WHEREOF the duly authorized representative(s) of each Party has executed and delivered this Agreement as of the date set out above.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Per: 
Authorized Representative
Name: Alec Tsang
Title: Senior Technology Strategist

CITY OF WEST KELOWNA

Per: Mayor and Corporate Officer
Authorized Representative

Name: 
Doug Findlater, Mayor

Title: Stacey Patti
Corporate Officer

SCHEDULE A

DCFC Equipment and Lessee's Infrastructure (to be completed by Lessor after installation)

DCFC Equipment:

Manufacturer: _____

Model: _____

Serial Number: _____

Specifications: (one of the following set of equipment specifications will apply depending on the manufacturer and model listed above)

Table 2. QC45 Dual Connectors Charger, Efacec

QC45 Specifications

- ♥ 50 kW peak output - up to 500 VDC and 125 Amps. non-simultaneously
- ♥ NEMA 3R enclosure – 24" x 24" x 74.5" high
- ♥ Yazaki Generation 2 CHAdeMO connector
- ♥ REMA SAE Combo-CCS Type 1 connector
- ♥ Input Voltage – 480Δ v, 3 ph, 60 Hz @ 80 Amps
- ♥ Efficiency - >93%
- ♥ Power Factor – 0.98
- ♥ Forced fan ventilation
 - Fans only operate when charger is in use, and even then only when activated by a thermostat.
- ♥ 6.4" TFT color HMI screen
- ♥ Push button controls
- ♥ Optional 3G cellular router/modem
- ♥ Imbedded software for OCPP v1.5 network communication
- ♥ RFID reader for Mifare Classic
 - Also works with No Charge to Charge cards

Table 2. Terra 53 Fast Charging Station, ABB

Technical specifications	
System	Multi-standard DC charging station
Environment	Indoor / outdoor
Operating temperature	-35 °C to +50 °C
Storage temperature	(ice-rating characteristic applies) -40 °C to +70 °C
Compliance and safety	c UL US
Input	
AC power connection	3P + PE
Input voltage range	480 V _{LN} ±10% (60 Hz)
Max. rated input current & power	75A, 60 kW
Power factor (full load)	> 0.96
Efficiency	95% at nominal output power
DC output	
Maximum output power	50 kW
Output voltage range	200 – 500 V _{DC} (Combo-1) 50 – 500 V _{DC} (CHAdeMO)
Maximum output current	165 A _{DC} ±5% (Combo-1) 120 A _{DC} (CHAdeMO)
General	
DC connection standard	EN1851-23 / DIN 70121 Combo-1 and/or CHAdeMO 1.0
DC cable length	12 ft (optional: 20 ft)
DC plug type	Combo-1 / CHAdeMO
RFID system	ISO/IEC14443A/B, ISO/IEC15693, FelCa™ 1, NFC reader mode
Network connection	GSM / CDMA modem 10/100 Base-T Ethernet
Power consumption idle	25 W (max)
Protection	Type 5FI
Operational noise level	< 55 dBA
Dimensions (D x W x H)	30" x 21" x 75" 760 mm x 525 mm x 1900 mm
Weight	880 lbs / 400 kg

Lessee's Infrastructure:

In the case of scenario 1 where the power for the charging station is fed from a dedicated electrical service from BC Hydro, the Lessee's infrastructure includes all electrical equipment downstream of the BC Hydro owned meter such as transformers, cabinets containing electrical equipment, all equipment contained within the cabinet and conductors leading up to the connection point within the charging station, or

in the case of scenario 2 where the power for the charging station is fed from an existing shared service, the Lessee's infrastructure includes all electrical equipment such as that described in scenario 1 above and installed for the purpose of supplying power to the charging station, both upstream and downstream of, but excluding the BC Hydro owned meter.